IN THE MATTER OF MEDIATION/ARBITRATION PROCEEDINGS

BETWEEN

TURNER EDUCATION ASSOCIATION	CASE 20 No. 33611 MED/ARB 2867
and	DECISION AND AWARD OF ARBITRATOR
SCHOOL DISTRICT OF BELOIT-TURNER	DECISION NO. 22186-A

I. BACKGROUND

This is a matter of final and binding interest arbitration pursuant to Section 111.70(4)(cm)6 of the Wisconsin Municipal Employment Relations Act. The Turner Education Association (Association) is the exclusive bargaining representative of certain employees of the School District of Beloit-Turner (District or Board) in a collective bargaining unit consisting of all certified staff members engaged in teaching full- or part-time including classroom teachers, guidance counselors and librarians, but excluding certain other personnel.

The collective bargaining agreement between the parties expired in on August 15, 1984. On May 2, 1984, the parties exchanged their initial bargaining proposals. On July 19, 1984, the Association filed a petition with the Wisconsin Employment Relations Commission (WERC) requesting that the Commission initiate mediation-arbitration proceedings. On December 2, 1984, the parties submitted their final offers to the WERC investigator as well as a stipulation on matters agreed upon.

On December 12, 1984, the WERC certified that the conditions precedent to the initiation of mediation/arbitration had been met. The parties thereafter selected Jay E. Grenig as the mediator/arbitrator in this matter.

Mediation proceedings were conducted on March 28, 1985. The parties were unable to reach voluntary settlement and the matter was submitted to the Mediator/Arbitrator serving in the capacity of arbitrator on May 7, 1985.

The Board was represented by James K. Ruhly, Attorney at Law, Melli, Walker, Pease & Ruhly. The Association was represented by Lysabeth N. Wilson, Executive Director, Rock Valley United Teachers.

The parties were given full opportunity to present relevant evidence and arguments. Upon receipt of the parties' briefs, the record was declared closed on June 21, 1985.

II. FINAL OFFERS

The final offers of the parties involve seven issues: layoff, administration-initiated transfer, term of agreement, retroactivity, health insurance, long-term disability insurance and base salary. The final offer of the Board is attached to this award as Exhibit A and the final offer of the Association is attached as Exhibit B.

III. STATUTORY CRITERIA

In determining which offer to accept, the Arbitrator must give weight to the following statutory (Wis. Stats. sec. 111.70(4)(cm)7) criteria:

a. The lawful authority of the employer.

b. Stipulations of the parties.

c. The interests and welfare of the public and financial ability of the unit of government to meet the costs of any proposed settlement.

d. Comparison of wages, hours and conditions of employment of the municipal employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally in public employment in the same community and in comparable communities and in private employment in the same community and in comparable communities.

e. The average consumer prices for goods and services commonly known as the cost of living.

f. The overall compensation presently received by the municipal employees, including direct wages, compensation, vacation, holidays, and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment and all other benefits received.

g. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

h. Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours,

and conditions of employment through voluntary collective bargaining, mediation, factfinding, arbitration, or otherwise between the parties in the public service.

IV. POSITIONS OF THE PARTIES

A. INTRODUCTION

The District is one of eight districts in the Rock Valley Athletic Conference. The parties agreed that five of these districts are appropriate comparables for use in this proceeding. These five districts are Brodhead, Clinton, Edgerton, Evansville and Parkview.

Both the parties recognized that the economic status of Walworth is different from that of the rest of the Conference. However, the Board thinks that Walworth should be considered with respect to the language issues presented here.

The Association also suggests that four non-conference districts (Beloit, Delavan, Janesville and Milton) within 20 miles of the District also be considered as comparables. Noting the geographic proximity of the four districts to the District, the Association stresses that economics and other localized conditions that apply to the comparison of the athletic conference schools are equally valid to these four districts as well. The Board argues that these districts should not be considered because each is much larger than the District. It points out that the smallest of the four is larger than the largest district in the Conference.

B. ARBITRATION OF ADMINISTRATION-INITIATED TRANSFERS

1. INTRODUCTION

The Association proposes that teachers be permitted to submit questions involving administration-initiated transfers to binding arbitration. The Board proposes that the current contract language which provides that "the determination of the District Administrator shall be binding concerning all transfer decisions" be continued.

2. POSITIONS OF THE PARTIES

a. THE ASSOCIATION

The Association claims that for the Board to have the final say in administration-initiated transfers is the last bastion of plantation paternalism. According to the Association, the Board's resistance to arbitration on transfers tells its employees that while management might administer the labor agreement as intended, the Board does not want to be held accountable for its actions in a third

party review. The Association points out there have been a large number of transfers within the District and this vast number of transfers alone make a third-party review exigent.

The Association says it is not challenging management's right to make "necessary" transfers; it asks only that an arbitrator review the procedures and criteria used in deciding which teacher should be transferred.

The Association asserts there is a serious question as to how closely the District looks at the criteria listed in the collective bargaining agreement in making transfers. It is the Association's position that the District teachers must be protected against the possible arbitrary and capricious subjectivity of an administrator by making arbitration a final step to the transfer grievance process.

Of the primary comparables, Evansville and Orfordville do not exclude transfers from the right to arbitrate. In Clinton and Edgerton transfers are dealt with under the management rights provisions, but neither contract expressly exempts those particular management rights provisions from arbitration. Among the four non-conference schools, none exclude transfer grievances from going to arbitration. However, Janesville's excludes transfer decisions made after the last student contact day.

b. THE BOARD

The Board contends the Association has not demonstrated a need for changing the long-standing contract language. Although the evidence shows a large number of administration-initiated transfers over an unspecified number of years, the Board notes that no teacher testified as to a need to have a third party second guess the administration in its transfer decisions. It argues that the Association did not show unfair or discriminatory application of the present arrangement or repeated or aggravated disputes under the present arrangement.

According to the Board, the Association did not dispute the Board witness' testimony that the operation of a school district requires flexibility, change and diversity and that teacher transfers are an important tool in achieving a balanced, sound educational program.

The Board asserts the Association's proposal is not limited to determining compliance with the present contractual protections, but would result in a review of the substantive merits of the transfer and the selection-for-transfer process.

It is the Board's position that the Association's proposal makes the term "administration-initiated" a crucial term, but does not define the term. The Board suggests that

a teacher who voluntarily accepted a transfer would be wise to grieve it and, in effect, acquire a trial period of sorts in the new position.

The Board argues that the Association's proposal is not in accord with the prevalent conference practice. It says the Brodhead contract provides that the "Superintendent's decision shall be final." It contends the Clinton and Edgerton contracts do not contain a limitation on the authority of the administration to transfer teachers.

With respect to the Evansville contract, the Board is not aware of any decision interpreting the contract so as to allow review of the transfer decision itself as opposed to the procedural protections.

The Board asserts that the Parkview contract provides only a narrow review applicable only to post-July 15 transfers and it establishes substantial, if not dispositive deference, to the district's determination of necessity. In Walworth, the Board says the standard of review in transfer cases is more limited than what the Association seeks here.

C. HEALTH INSURANCE

1. INTRODUCTION

The collective bargaining agreement currently provides that "[t]he Board will pay 100% health/accident insurance with carrier, policy and plan reached upon by mutual agreement with the Turner Education Association. Teachers may request insurance coverage at any time during the school year."

The Board proposes deleting the word "carrier" and reducing the Board's contribution from 100% to 90%. Thge Association proposes maintaining the current contract language.

2. POSITIONS OF THE PARTIES

a. THE BOARD

The Board contends it is seeking to get a handle on spiraling insurance costs and that employee partial payment of premiums is one of several ways employers and employees throughout the state and country are attempting to retard the rapid rise in the cost of medical insurance.

According to the Board, cost sharing, regardless of the precise vehicle used, increases employees' awareness of health care costs. It claims that employee payment of part of the premium gives employees a real interest in holding down health care costs.

The Board points out that until 1980-81 District teachers contributed to the cost of health insurance. During the school years 1980-81 through 1984-85 the family premium rose almost 98% and the single premium rose 99%.

With respect to comparables, the Board says that Edgerton, Evansville and Parkview pay 100% of the premium. Brodhead pays a stated dollar amount, which may or may not constitute 100%, but which establishes a different bargaining base for next year. In Clinton the board pays less than 100%. Walworth provides a policy with a $50 deductible, where the board pays 50% of the premium for first and second year teachers, 75% for teachers in their third and fourth years, and 100% thereafter.

In the nonconference districts, the employers pay 100% of the health insurance premium in Janesville and Milton. The employer pays 95% in Beloit. In Delavan, the contract contains a number of cost sharing safeguards, including a cap on the amount the employer must pay.

b. THE ASSOCIATION

The Association argues that the Board's offer represents a serious reduction in benefits without an increase of either benefits in other areas of the contract or increased salary to compensate for the reductions in the insurance area. According to the Association, the Board is cost shifting, not cost containing.

With respect to deletion of the word "carrier," the Association contends that at no time during the hearing did the Board offer justification for the proposed change. It says this change is but another indefensible attempt by the Board to gut the contract of language long enjoyed by the Association.

D. LONG TERM DISABILITY INSURANCE

1. INTRODUCTION

The Association seeks long term disability (LTD) insurance with a 60-calendar day qualifying period and a provision to provide 90% of salary to age 65. The proposal includes a "cost-of-living" adjustment based on the District's salary schedule. The full cost LTD insurance premium would be paid by the Board. The first year's cost is estimated at $8,817.

2. POSITIONS OF THE PARTIES

a. THE ASSOCIATION

The Association views the addition of LTD insurance as

an invaluable benefit for its teachers. A contract provision for continued income while recovering from debilitating surgery or catastrophic accident has merit far beyond that measured in dollars and cents.

The Association asserts that it has no intention of making its LTD provision retroactive or of grieving any disabilities that might have occurred pending the award in this proceeding.

According to the Association, the comparables overwhelmingly support its proposal. In the athletic conference, only one district does not provide LTD insurance. In the four non-conference schools, all provide LTD benefits.

b. THE BOARD

The Board argues that, if the LTD premium climbs like the health insurance premium did since 1980, LTD premiums will cost $17,458 four years from now (not including premium increases reflective of increased salaries).

The Board suggests that the LTD proposal could be construed as retroactive in light of the Association's retroactivity proposal which does not exclude the LTD insurance from the August 16, 1984, effective date.

According to the Board, it has not been shown whether any other contract has the "cost-of-living" feature sought here. It contends that the Association had ample opportunities to remedy these deficiencies in its final offer but did not do so.

With respect to the comparables, the Board contends Evansville does not provide any employer-paid LTD program for its teachers. Brodhead provides LTD insurance, but pays a flat amount. In Clinton the board pays 95% of the premium. In Edgerton the Board pays 100% of the premium but the specifications of the plan have not been provided. In addition, the contract assures coordination with the district's sick leave program.

In Parkview the district pays the premium for a 66% benefit plan. In Walworth the board pays 50% of the premium for a plan to be chosen by the board.

E. LAYOFF PROCEDURE

1. INTRODUCTION

The Board proposes changes in the layoff language of the contract relating to the reasons for layoffs, application of the layoff procedure to reductions in hours as well as full layoffs, procedural changes, and changes in

the criteria for determining who shall be laid off.

2. POSITIONS OF THE PARTIES

a. THE BOARD

Asserting that reasons for layoff are not mandatory subjects of bargaining, the Board argues that the reasons for staff reduction do not primarily impact the teachers' wages, hours and conditions of employment. Accordingly, deletion will not adversely affect teachers. It claims that failure to achieve the deletion in this proceeding will more than likely result in declaratory ruling proceedings next year.

According to the Board, the recitation of reasons in the contract is unnecessary because the contract acknowledges that the staff reduction procedures are not available for disciplinary action or performance-based nonrenewal of an individual teacher.

With respect to deletion of the provision providing that the determination of who will be laid off include consultation with such administrators as "may be appropriate," the Board argues that its proposal eliminates the possibility that an arbitrator could overrule a layoff selection simply because of a disagreement about "appropriate" consultation. Second, the Board says its proposal leaves the decision with the accountable entity while reminding the Board of its obligation to consult.

The Board contends its proposal clarifies the layoff provision to make it clear that reduction in hours is governed by the layoff provision. It says this is not a change; it has applied the layoff procedure to selection for partial layoff in the past.

The Board says its proposal eliminates the pretention that the weighing of factors does not or should not vary depending upon such facts as the specific position, grade level and subject area being affected, and curricular needs. It states that dispositive weight is given to length of service where consideration of other items fails to distinguish among the eligibles.

b. THE ASSOCIATION

The Association asserts the contract language has served both parties well and there is no substantiated need to change language that has been in existence for a number of years. It claims there is no evidence that the District would be severely hampered or prevented from making necessary layoff decisions.

The Association feels it has always had a clear

understanding of the priority procedure the Board needed to follow and for the Board to allege that the introduction of new language is needed by the Association to clarify the original intent is presumptuous and contumelious.

With respect to the proposed change of wording in Criteria E, the Asociation contends that the Board offered no explanation as to the meaning of this new language.

F. RETROACTIVITY OF SUCCESSOR AGREEMENT

1. INTRODUCTION

The Board proposes a change in the language regarding the retroactivity of the successor agreement.

2. POSITIONS OF THE PARTIES

a. THE BOARD

The Board argues that the language in question should be deleted because it does not deal with the agreement under negotiation but with an important mandatory subject of bargaining relating to a successor agreement. Second, the Board says the language in question conflicts with the other language. Third, it asserts that no other comparable districts has a provision mandating the effective date of a successor contract.

b. THE ASSOCIATION

The Association argues that the Board has not met its burden of proving a compelling need for the change.

G. TERM OF AGREEMENT

1. INTRODUCTION

The Board proposes that the salary provisions of the agreement be effective retroactive to August 16, 1984, and the balance of the agreement be effective as of the date of the arbitrator's award. The Association proposes that the entire contract be retroactive to August 16, 1984. The Board's proposal would change the language providing that the agreement shall be considered renewed from year to year until modified.

2. POSITIONS OF THE PARTIES

a. THE BOARD

The Board argues that its proposal that only the economic provisions be applied retroactively avoids confusion and uncertainty.

b. THE ASSOCIATION

The Association contends that there have not been problems with retroactivity in past years. According to the Association, the real significance of the language is that it allows for all provisions of the collective bargaining agreement, mandatory and permissive, to continue beyond its expiration date until such time when agreement on a successor contract is reached.

H. SALARY

1. INTRODUCTION

The base salary in the District for 1983-84 was $13,725. The Association is proposing a base salary of $14,600. The Board is proposing a base salary of $14,325.

The Association is proposing a salary increase of 8.28% (including longevity) with a total salary and fringe benefit package increase of 8.64%. The Board is proposing a salary increase of 5.66% for a total package increase of 5.79%.

The total cost difference between the two packages is approximately $47,000 and $41,00 for salary only.

2. POSITIONS OF THE PARTIES

a. THE ASSOCIATION

The Association believes its economic package is more reasonable because its offer maintains the position among the comparables while the Board's offer would drastically drop its position. It contends that its package is affordable and comparable to other wage settlements among the comparables.

b. THE BOARD

The Board contends that its offer is the more reasonable because it reflects local economic reality, is consistent with salary increases given other public employees in Rock County as well as other District employees.

According to the Board, its offer accords each teacher with an adequate increase without removing the incentive for educational attainment and is part of a total approach that seeks to prod teacher to be better teachers. Finally, the Board says its offer is more consistent with the cost of living.

V. ANALYSIS

A. COMPARABLES

Both geographic proximity and size should be considered in determining appropriate comparables. *City of Two Rivers*, Dec. No. 25740 (Haferbecker, 1980). Proximity is significant because employers, both public and private, normally compare their wages with other employers and employees in the geographic area. Employment conditions are more likely to be somewhat similar in public employers of relatively similar size.

The five athletic conference districts (Brodhead, Clinton, Edgerton, Evansville and Parkview) are the most appropriate comparables, being geographically proximate to the District and of relatively similar size. Walworth and the four non-conference districts are significantly dissimilar to the District, either in size, budget or geographic proximity. While it may be appropriate to consider them as secondary comparables, they are not appropriate primary comparables.

B. ISSUES

1. ARBITRATION OF ADMINISTRATION-INITIATED TRANSFERS

The Association's proposal does not preclude the District from transferring teachers; it merely includes transfers among those issues that can be submitted to arbitration where it is alleged the transfer of a teacher violated the collective bargaining agreement. However, the current contract language was negotiated with the agreement that the "determination of the District Administrator shall be binding concerning all transfer decisions . . . ." The contract does not contain language regarding such matters as the specific factors to be considered in determining who shall be transferred. In addition the contract does not contain language defining "administration-initiated transfers." The language does not differentiate between "transfer" or "reassignment." While these problems are not fatal to the Association's proposal, negotiation rather than arbitration would offer an opportunity to clean up the language to the benefit of both parties.

Although no teacher "testified as to a need to have a third party second guess the administration in its transfer decisions," no good reason has been advanced for permitting the District Administrator to have the final say as to whether the contractual requirements for a transfer have been satisfied.

The possibility that a teacher who voluntarily accepts a transfer might later grieve it as an administration-initiated would seem to be somewhat remote. First, it would be unusual for a person who voluntarily accepts a transfer to later grieve the transfer. Second, even if such a person

did grieve the transfer, the voluntary acceptance of the transfer would certainly go to the merits of the grievance and the likelihood of success by the grievant.

With respect to the comparables, the Brodhead contract provides that the decision of the Superintendent with respect to transfers is final. The contracts in Clinton and Edgerton deal with transfers in the management rights clause. Neither contract contains a transfer procedure or limits on transfer such as are contained in the contract here. The contracts in Evansville and Parkview contain transfer procedures. Neither contract excludes transfer grievances from the arbitration process. This split among the comparables provides no significant support for either position.

Interest arbitration should not be used as a procedure for initiating changes in basic working conditions absent a showing that the conditions at issue are unfair, unreasonable, or contrary to accepted standards. *Village of West Milwaukee*, Dec. No. 12444-A (Krinsky, 1974). Lacking both a uniform practice in the comparable districts and a compelling reason to disturb the status quo, it is concluded that the Board's proposal regarding arbitration of administration-initiated transfers is more reasonable than the Association's.

2. HEALTH INSURANCE

The spiraling costs of health care are of concern to both management and labor. The District pays the full cost of premium increases under the current contract language. These increases are included in determining the total package costs of the parties' offers. The Board's proposal seeks to reduce its premium costs by requiring employees to pay 10% of the premium.

The comparables slightly favor the Association's proposal as three of the five conference districts pay 100% of the health insurance premium.

The problem of control of the increase in health care costs must be addressed. However, there are methods in addition to cost shifting (which may or may not increase employees' awareness of health care costs) which should be considered. Cost containment measures that can be considered include improved administration and tighter claims administration, health care utilization review programs (such as second surgical opinions), greater use of out patient surgery, and increased control over physician rates.

The arbitration procedure should not be used to initiate changes in basic working conditions absent a showing that the conditions at issue are unfair or

unreasonable, or contrary to accepted standards in the industry (i.e., public education). *Village of West Milwaukee*, Dec. No. 12444-A (Krinsky, 1974). Lacking a compelling reason to disturb the status quo, it is concluded that the Association's health care proposal is more reasonable.

3. LONG TERM DISABILITY INSURANCE

While there is no arguing the beneficial aspects of long term disability insurance, the record does not show any comparable providing LTD benefits to the extent proposed by the Association here. Some districts pay less than the full premium, others pay the full premium but provide different benefits.

The introduction of a new benefit of this nature has far reaching consequences and it is preferable that such a benefit be mutually agreed upon rather than instituted by the arbitrator. See *City of Racine*, Dec. No. 15001 (Stern, 1977). Accordingly, it is concluded that the District's long term disability proposal is more reasonable that the Asociation's.

4. LAYOFF PROCEDURES

The possibility that there might be declaratory ruling proceeding if the Board's proposal is not accepted is of no significance here. The arbitrator has no authority to determine matters subject to the declaratory ruling process.

Arbitrators should be reluctant to institute changes that there is little reason to be made voluntarily in the context of free collective bargaining. *School District of Beloit*. Dec. No. 21918 (Vernon, 1985). The arbitration process should not be used to expand the rights of either party beyond what they might be absent compulsory arbitration.

While there may be merit to clarifying some of the provisions of the layoff procedures, the evidence does not show there is a compelling need to change this portion of the collective bargaining agreement that has been in existence for a number of years. Accordingly, it is concluded that the Association's layoff procedure proposal is the more reasonable of the two.

5. RETROACTIVITY OF SUCCESSOR AGREEMENT

The language in question does not deal with the agreement under negotiation but with the successor agreement. There is no apparent reason to include (or continue to include) language relating to the next contract in this contract. The Board's proposal relating to the retroactivity of a successor agreement is more reasonable

than the Association's.

6. TERM OF AGREEMENT

While there is some merit to the Board's concern about possible uncertainty as to the effect of the term of agreement language, there is no evidence that there have been problems with this same language in past contracts. Because there has been no showing that the language at issue is unfair, unreasonable, or contrary to accepted practice in the comparables, it is concluded the Association's proposal relating to the term of agreement is more reasonable than the Association's.

7. SALARY

In comparison to the five comparable districts, the District ranks first in cost per member (student) and last in valuation per member. The District's levy rate was first among the comparables for 1982-83.

At the BA Base step of the salary schedule, the District has ranked second for the last two years. The Association's offer would maintain this ranking while the Board's offer would drop it to fifth place. At the MA 10th step of the salary schedule, the District has ranked first or second for the last four years. The Association's offer would keep it in second place while the Board's would drop it to fourth place. At the MA Max step of the salary schedule, the District has ranked second for the last four years. The Association's offer would maintain this ranking while the Board's would drop it to fourth place. Both offers would maintain the District's second place position at the schedule maximum.

Using the Board's data for total package increases in the conference, Brodhead received a 7.8% increase; Clinton, 7.5%; Edgerton, 7.6%; Evansville, 7.5% and Parkview, 8.7%. The median increase was 7.6%. The average increase was 7.82%.

The Board's proposal is lower than that of any of the five comparables (1.71% below the lowest increase in the comparables) and the Association's proposal is .06% below the highest increase in the five comparables. The Board's proposal is 2.03% below the average increase and the Association's is .82% above the average. The Board's proposal is 1.81% below the median and the Association's is 1.04% above the median.

Wage increases the Board has granted other District employees are relevant, but teachers in comparable districts are the most comparable employees and those teachers' wages should be given greater consideration. Patterns of settlement in non-teaching units generally have been held

not to be persuasive in determining the appropriate wages for teachers. *School District of Janesville*, Dec. No. 17169-B (Kerkman, 1980).

The record shows that the Beloit area has suffered difficult economic times in recent years. Economic conditions are usualy similar throughout a regional economy and are reflected in the wage settlements of the comparable employers. Furthermore, teachers in the Beloit School District (which adjoins the District) received an 8.15% salary increase for 1984-85.

Although Rock County employees have received wage increases lower than either offer here, teacher salary increases throughout Wisconsin have been substantially higher than the increases received by other public employees. See *Plum City School District*, Dec. No. 22049-B (Rice, 1985).

Both offers exceed the cost of living as measured by the Consumer Price Index. However, the overall thrust of teacher settlements in recents years has been to provide teachers with increases substantially higher than the increase in the CPI in the absence of a showing of inability to pay.

Because the Association's offer is closer to the 1984-85 pattern of settlement established by the percentage rate of increase in the comparable school districts and because the Association's offer will more closely maintain the District's relative ranking, it is concluded that the Association's salary offer is more reasonable than the District's.

C. CONCLUSION

This case presents a difficult problem. Both offers contain proposals seeking to change long standing language. Both parties have sought to use the arbitration procedure to initiate changes in basic working conditions. It would be preferable that these changes be the product of mutual agreement rather than a binding arbitration award.

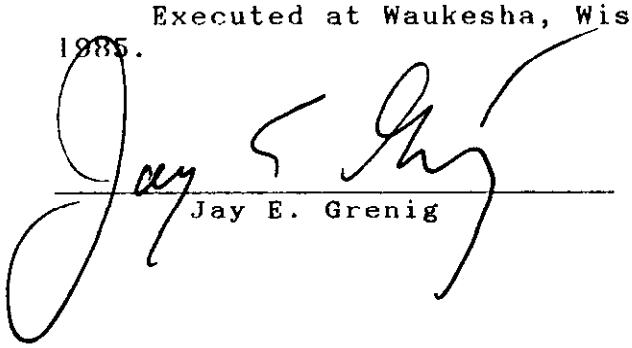
The Arbitrator has no power to pick and choose among the issues; the Arbitrator must select one or the other offer based on the statutory criteria. While the Arbitrator has concerns about both offers, in light of the Association's salary offer it is concluded that the Association's offer is more reasonable than the District's.

VI. AWARD

Having considered all the arguments and the relevant evidence submitted in this matter, it is concluded that the Association's final offer is more reasonable. The parties

are directed to incorporate into their collective bargaining agreement for 1984-85 the Association's final offer together with all previously agreed upon items.

Executed at Waukesha, Wisconsin, this 15th day of July, 1985.



Jay E. Grenig

BELOIT TURNER SCHOOL DISTRICT
BOARD OF EDUCATION

FINAL OFFER

The Board of Education of the Beloit Turner School District proposes that the 1984-85 collective bargaining agreement between it and the Turner Education Association contain the terms of the 1983-84 agreement except as otherwise previously tentatively agreed in negotiations and as hereinafter proposed in this Final Offer.

Dated this 16th day of November, 1984

For the Board of Education:

William T. McBain
(Signature)

EXHIBIT A-1

Turner Board of Education Final Offer

I. Layoff Procedure: AMEND lines 38 of page 9 through 16 of page 10 as follows:

a. This procedure shall apply whenever the Board of Education determines to reduce staff, whether such reduction is to be effective during the term of the individual teacher contracts or the expiration of such contracts.

b. The Board will first determine the position(s) to be eliminated or reduced and the number of teachers to be laid off and then, in consultation with the District Administrator and such other administrators as it may deam appropriate, will determine the individual teacher(s) to be reduced or laid off, in accordance with the following steps:

Step 1 Normal attrition resulting from teachers retiring or resigning shall be relied upon to the extent it is administratively feasible.

Step 2 The remaining teacher(s) to be laid off shall be selected by the Board, taking into account the following factors:

a. Experience in the District in their areas of training and certification. Areas are defined as K-8, 7-12.

b. Length of service in the District. All other factors being equal, length of service in this District shall control.

c. Ability and performance as a teacher in the District as previously and currently evaluated by the appropriate administrators.

d. Level of training.

e. The educational and supervisory needs of the District, including co-curricular programs and other special activities.

Turner Board of Education Final Offer, continued

II. Insurance: AMEND lines 9-13 at page 15 as follows:

"b. The Board will pay 90% health/accident insurance premium with policy and plan reached by mutual agreement with the TEA. Teachers may request insurance coverage at any time during the school year."

III. Term of Agreement: AMEND lines 5-7 at page 30 to provide as follows:

"A. The economic provisions of this Agreement (salary and additive schedule (Sections C and D at pages 25-26 of 1983-84 Agreement) will be effective as of August 16, 1984. The remaining portions of this Agreement shall be effective as of the date of signatures below or the date of a mediation/arbitration award whichever occurs first. The provisions of this Agreement shall be binding until August 15, 1985."

Also, Delete the following sentence at lines 4-6 at page 2:

"When said agreement is reached, the new contract shall be retroactive to the beginning of the new school year."

IV. Salary: AMEND salary schedule at page 22 as follows:

Base Salary of $14,235 on 1983-84 salary schedule structure (see page 23), with tentatively agreed upon "longevity" formula inserted.

Name of Case: School District of Beloit Turner
Case XX No. 33611 MED/ARB-2867

The following, or the attachment hereto, constitutes our final offer for the purposes of mediation/arbitration pursuant to Section 111.70 (4) (cm) 6. of the Municipal Employment Relations Act. A copy of such final offer has been submitted to the other party involved in this proceeding, and the undersigned has received a copy of the final offer of the other party. Each page of the attachment hereto has been initialed by me.

November 5, 1984
Date

Lysabeth Wilson
Representative

On Behalf of: Turner Education Association

EXHIBIT B-1

FINAL OFFER

TURNER EDUCATION ASSOCIATION

The Association proposes that the provisions of the 1983-84 Agreement between the School District of Beloit Turner Board of Education and the Turner Education Association, become the terms of the 1984-85 Agreement with any/all previously agreed to stipulated agreements between the parties and the following amendments, and as determined by the mediator/arbitrator, to be incorporated into the successor contract.

Elizabeth Wilson
For the Association

November 5, 1984
Date

EXHIBIT B-2

TERM OF AGREEMENT

A. This agreement shall be binding until August 15, 1985, and shall be considered renewed from year to year until modified as provided in Article I-C.

B. No change from current 1983-84 contract year.

ADMINISTRATION INITIATED TRANSFER

1. Current contract language

2. Current contract language except delete lines 18 & 19 "The determination of of the District Administrator shall be binding concerning all transfer decisions." Insert "Any administrative-initiated transfer shall be subject to all steps of the grievance procedure, including arbitration."

3. Current contract language

4. Current contract language

INSURANCE PROVISIONS

Current contract language on all present contract provisions. New insurance proposal as proposed on a separate page.

LONG-TERM DISABILITY PROGRAM

The Board shall provide, without cost to the employee, a long-term disability insurance plan. The long-term disability plan, with a 60 calendar day qualifying period, shall provide 90% of salary to age 65 per illness or accident with a cost-of-living adjustment based on the District's salary schedule.

LAYOFF PROCEDURE

Return to 1983-84 Contract language except for the previously mutually agreed to language in Step 2:

a. Experience in the district in their areas of training and certification. Areas are defined as K-8, 7-12.
b. Length of service in the district.
c. (Present contract language)
d. (Present contract language)
e. (Present contract language)

Base Salary: $14,600
Degree Teachers (193 Contract Days)

1984-85 SALARY SCHEDULE

	I (BA)	II (BA+6)	III (BA+12)	IV (BA+18)	V (BA+24)	VI (MA)	VII (MA+6)	VIII (MA+12)	IX (MA+18)	X (MA+24)
0	14,600	14,857	15,003	15,295	15,587	16,171	16,317	16,609	16,755	16,901
1	15,149	15,441	15,733	16,025	16,171	16,755	17,047	17,193	17,485	17,631
2	15,587	16,025	16,317	16,609	16,901	17,485	17,777	17,923	18,215	18,361
3	16,171	16,755	16,901	17,193	17,485	18,215	18,361	18,653	18,799	19,091
4	16,755	17,193	17,630	17,923	18,215	18,799	19,091	19,383	19,529	19,821
5	17,339	17,777	18,215	18,507	18,799	19,529	19,821	19,967	20,259	20,697
6	17,777	18,361	18,799	19,237	19,529	20,259	20,405	20,697	20,989	21,427
7	18,215	18,945	19,383	19,821	20,113	20,843	21,135	21,427	21,865	22,303
8	18,799	19,383	19,967	20,405	20,843	21,573	21,865	22,157	22,595	23,033
9	19,237	19,967	20,405	20,989	21,427	22,303	22,449	23,033	23,471	23,909
10	19,821	20,551	20,989	21,573	22,011	22,887	23,325	23,763	24,201	24,639
11	20,259	21,135	21,573	22,157	22,595	23,617	24,055	24,493	24,931	25,515
12	20,697	21,719	22,157	22,741	23,179	24,347	24,785	25,369	25,807	26,245
13	20,987	22,157	22,595	23,179	23,617	25,077	25,661	26,099	26,537	26,975
14						25,661	26,391	26,683	27,121	27,559

Exhibit B-8

Index the same as on Page 23 of 1983-84 Contract