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OCT 16 1992

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the Matter of the Stipulation of

MANITOWOC EDUCATION ASSOCIATION

-and-

Decision No. 27226-A .

MANITOWOC SCHOOL DISTRICT

To initiate arbitration between said parties

Appearances - Ellen M. MacFarlane, UniServ Director, for the Association
Tom Rusboldt, Attorney at Law, for the Employer

Manitowoc Education Association, hereinafter referred to as the Association, and Manitowoc School District, hereinafter referred to as the Employer, filed a Stipulation with the Wisconsin Employment Relations Commission, hereinafter referred to as the Commission, wherein they alleged that an impasse existed between them in their collective bargaining. They requested the Commission to initiate arbitration pursuant to Section 111.70 (4)(cm)6 of the Municipal Employment Relations Act. A member of the Commission's staff conducted an investigation in the matter and submitted a report to the Commission.

At all times material herein, the Association has been and is the exclusive collective bargaining representative of certain employees of the Employer in a collective bargaining unit consisting of persons certified and employed as teachers, librarians and counselors (but excluding all other persons employed by the board). The Association and the Employer have been parties to a collective bargaining agreement covering wages, hours and working conditions which expired on July 1, 1992. On March 14, 1991 the parties exchanged their initial proposals on matters to be included in a new collective bargaining agreement.

The investigation conducted by the Commission reflected that the parties were deadlocked in their negotiations. They submitted their final offers as well as a stipulation on matters that had already been agreed upon. The Commission concluded that an impasse within the meaning of Section 111.70(4)(cm) 6 of the Municipal Employment Relations Act existed between the parties with respect to negotiations leading toward a new collective bargaining agreement. It ordered that arbitration be initiated for the purpose of issuing a final and binding award to resolve the impasse and directed that the parties select an arbitrator. Upon being notified by the parties that they had selected Zel S. Rice II as the arbitrator, the Commission issued an order appointing him arbitrator to issue a final and binding award to resolve the impasse by selecting either the total final offer of the Association or the total final offer of the Employer.

The Association's final offer, attached hereto and marked Exhibit 1; proposed that effective July 1, 1992 the Employer would pay into the Wisconsin Retirement System an amount not to exceed 6.2 percent of each teachers total compensation. It also proposed that the Employer provide a teacher 57 years old or older who had taught for 15 years or more with health insurance coverage upon retirement for a period up to five years or to age 65, whichever came first. The coverage would be same as that provided to active teachers at the time the teacher retires and the premium payments would be made by the Employer in the same proportion as for active teachers at the time the teacher retires. The maximum dollar amount to be paid by the Employer for its share in a given year would not exceed \$4,800.00 for each retiree with family coverage or \$2,400.00 for each retiree with single coverage. Any amounts beyond those limits would be paid by the retiree. Retirees would be required to use this benefit the first year of their retirement and continue until the benefit was used up or they reached age 65, whichever came first. If the paid benefit ceased before the retiree reached age 65, he/she could continue in the group plan at group rates at his/her own expense. It proposed that all other provisions of the collective bargaining agreement remain the same as in prior agreements except for those changes that had been agreed upon.

The Employer's proposal, attached hereto and marked Exhibit 2, provided that the dates of payment for teachers would be changed to require that the July and August checks would be paid no later than the last Friday in June. It also proposed that the time for teachers to have grades ready following the end of a marking period be reduced from five school days to three school days. All other provisions of the old collective bargaining agreement would remain the same except those that parties have agreed to change.

ASSOCIATION'S POSITION

The Association argues that it is in the public's interest to maintain a competitive, comparable level of salary and benefits, including a comparable retirement program, to attract the best teachers. It contends that the Employer ranks last in the primary comparable group on both school cost and levy rate and has the highest equalized value per pupil. It contends that the average dollar increase per returning teacher for the Employer is substantially less than the average dollar increase per returning teacher in the primary comparable school districts. The Association asserts that the Employer's salary schedule is substantially below average at the masters maximum step and at the schedule maximum. It takes the position that the Employer's teachers have the lowest level of retirement provisions and no access to board paid insurance for retirees if they exercise their option to receive a monetary stipend. The Association argues that the Employer's health insurance premiums are similar to the premiums in comparable districts. It contends that its proposal for insurance for retirees is modest in design. The Association takes the position that contemporary voluntary settlements support its position on payment to the retirement fund. It asserts that the wages and fringe benefits of the

Employer's teachers should be compared to those of other teachers in comparable school districts. The Association argues that the pattern of settlements in the comparable groups should override any consideration of the cost of living criterion because its teachers have experienced the same cost of living increases as the teachers in the comparable groups. It contends that information regarding overall compensation should be discounted because the information cannot be acquired in a consistent manner from comparable districts, pointing out that they use a variety of methods to compensate their teachers. The Association takes the position that it is not uncommon to add or revise benefits in order to conform with the prevailing trend among the comparable groups. It asserts there need not necessarily be any quid pro quo for a proposed change if conditions of equity and urgent circumstances result in a party requesting a change without offering something in exchange. The Association argues that the Employer has not submitted any tangible evidence or exhibits in regard to the issue of grade preparation or dates of payments to teachers. It contends that its retirement proposal can produce a net savings to the Employer.

EMPLOYER'S POSITION

The Employer argues that a party seeking alteration of the status quo bears a substantial burden of proof. It contends that there must be a demonstrated need for the change, the proposal must address the need, there must be support from the comparable groups, there must be a quid pro quo and the degree to which the proposed language imposes an unreasonable burden upon the other party must be considered. It takes the position that there is no need addressed by providing health insurance to retirees. The Employer asserts that the health insurance proposal for the retirees would create an administrative problem that would be cumbersome and expensive to address. Conceding that the comparable groups generally seem to have a form of paid health insurance for retirees, the Employer argues that the record is void of any history of those benefits and the needs and circumstances that were faced at the time the parties agreed upon the benefits. The Employer contends that local employers, both private and public do not generally offer insurance to retirees. It points out that internal comparables have significant importance when considering benefits such as health insurance to retirees and arbitrators favor the internal pattern over any external pattern. The Employer asserts that the request for health insurance for retirees is far in excess of that provided to any of its other employees, either represented or unrepresented, and would result in a benefit of \$24,000.00 per teacher with a family plan over 5 years. The Employer argues that the Association made no offering of any quid pro quo. It contends that paid health insurance for retirees is a pure cost item that is substantial and the Employer gets no benefit whatsoever. The Employer takes the position that no need has been demonstrated for an increase in the Employer's payment to the Wisconsin Retirement System for the teachers share of the retirement contribution. It argues that an increase in the contribution does not meet any of its needs. The Employer asserts that the employee contribution by comparable employers is evenly spread between six percent and 6.2 percent and the Employer's offer of 6

percent is close enough. The Employer points out that Association offers no quid pro quo for the benefit. It asserts that the cost to the Employer would be \$19,269.46. The Employer argues that the current language in the collective bargaining agreement requires it to produce 2 payrolls within 2 weeks and it proposes to eliminate one of those by paying all teachers for the months of July and August on the last Friday in June. It contends that comparables are not relevant because of the unique nature of the proposed change. The Employer argues that the proposed change places no burden on the teachers. It asserts that there is a need to reduce the time in which teachers submit grades from five days to three in order to provide feedback to students as soon as possible after the completion of a quarter. The Employer points out that extra delay often occurs within the first and third quarters because they frequently fall close to days when schools are not in session. It takes the position that the proposed change will resolve the problem to a greater extent than the reduction of two days because it will avoid break time which further lengthens the grading process. The Employer asserts that its proposal places no burden on the teachers because grading is an ongoing process and should not be done just at the closing of the grading periods.

DISCUSSION

The parties have reached agreement on all but the four provisions hereinbefore described. The significant provisions agreed upon provide that the new agreement shall be for the term 1991-1993. The total salary increase including increments is 6.3 percent for the 1991-92 school year and 5.75 percent for the 1992-93 school year. The parties also agreed on extra curricular pay for the 2 year period.

The Association proposes a primary comparable group, hereinafter referred to as Comparable Group A, consisting of the school districts of Fond du Lac, Green Bay and Sheboygan. These are the school districts that make up the Fox River Valley Athletic Conference and are substantially similar in cost per pupil, geographic proximity, state aid, enrollment, levy rate and equalized valuation. It also submitted a secondary comparable group, hereinafter referred to as Comparable Group B, consisting of the school districts of Appleton, Kaukauna, Kimberly, Menasha, Neenah and Oshkosh because of their geographic proximity and chronologically pertinent voluntarily settlements for the arbitrator to consider. The Employer submitted an identical list but it also included the school district of Two Rivers in Comparable Group B and asked the arbitrator to consider average state wide salary settlements as a third comparable. The Association objects to the inclusion of the Two Rivers School District because there was no Two Rivers data to validate a meaningful comparison. The arbitrator is familiar with the location of Two Rivers and its relationship to the Employer and is satisfied that it should be included in Comparable Group B. Two Rivers is almost a sister city to Manitowoc and residents of both communities work in the other community. The Employer is larger than Two Rivers but the economic environment and the cultural environment of the two communities

are very similar and a comparison is justified. The state wide averages will be considered where they are appropriate. The state wide average comparison has validity, although it is of less significance than the other comparable groups. Accordingly the arbitrator will consider Comparable Group A and Comparable Group B and will include Two Rivers as part of Comparable Group B.

DATE OF SUMMER PAY

The Employer has proposed a change in the dates of payment of the last two checks for the month of July and August of each school year. The current collective bargaining agreement calls for the checks for the month of July and August to be paid on or about July 6th. It also provides that early payment may be requested for the July and August checks, in which case the checks would be made available within ten days after the last day of school. Those individuals who requested early payment received their checks on June 23rd in 1991 and June 23rd in 1992. Under the current language, the 1993 checks would be paid on June 21st. The Employer complains that the current language requires it to produce two payrolls within approximately two weeks for the payments of the July and August checks and it proposes to eliminate one of those payrolls by paying all teachers for the months of July and August on the last Friday in June. In 1992, the last Friday in June was on the 26th day of the month and in 1993, it would be on the 25th day of the month. The new proposal would give the Employer four more days to get out the early payments in 1993 and require it to get out the normal payment eleven days earlier than is required by the old agreement.

Obviously a change in the language for the summer pay date would not create any great burden for the teachers. In 1993 those teachers who have been requesting early payment would be getting their checks four days later than the old agreement requires and those who have been receiving their checks on the normal date, would get them 11 days earlier. How this could constitute any undue burden on those teachers requesting early payment or those who receive the normal payment is beyond the ken of the arbitrator. The change would benefit the Employer substantially by eliminating the need for preparing two payrolls within a two week period without placing any real burden on the Association members. The Employer does not offer any quid pro quo for this change in the language, but its proposal would not take away any substantial benefit for teachers who have been requesting early payment and would actually provide an additional benefit to those teachers who receive normal payment by paying them eleven days earlier than the old language requires. The Employer's proposal would make it unnecessary for any teacher to request early payment.

Municipal employers and particularly school districts are facing mounting budget problems and any measures that they can take to reduce costs are worth while. The Employer's proposal would save the expense and the pressure of time of creating two payrolls in a two week period without imposing any real burden on the teachers. Neither the Association nor the Employer has produced

any comparables that would be a guide to the arbitrator. The Employer relies primarily upon its argument of the need to save the money and the pressure of time required by producing two payrolls in a two week period and the Union relies on the fact that there is no quid pro quo. The Association's argument would have more merit if it were able to demonstrate that a real burden was placed upon the teachers by requiring those who sought early payment to wait a few extra days for their checks.

The issue by itself hardly merits the attention of the arbitrator and will have little or no impact upon his selection of the final offer. As a disposition of the matter, the arbitrator finds that the merits of the Employer's proposal that saves it a modest amount of expense and the time pressure of two payrolls in a two week period outweighs the possible inconvenience for some teachers of a few days delay in the receipt of their checks for the month of July and August. There is a special benefit to those teachers who do not seek early payment in that the Employer's proposal will deliver their July and August check in 1993 eleven days earlier in 1993. None of the criteria that the statute requires the arbitrator to consider supports the position of the Association or the Employer. Accordingly, the arbitrator finds that there is no compelling need to change the date of summer pay as proposed by the Employer. .

GRADE PREPARATION TIME

The Employer proposes to reduce the time in which teachers submit grades from five days to three days following the end of a marking period. It contends that the need for the change is based on education grounds because it is important to provide feedback to students as soon as possible after the completion of a quarter. It points out that extra delay often occurs at the end of the first and third quarters because they fall close to days when school is not in session because of teachers convention, Thanksgiving or spring break. The Employer argues that when this happens, the current five days plus the break times and administrative time needed to prepare report cards for distribution results in an unacceptable delay. It contends that the proposed change will resolve the problem to a greater extent than the reduction in two days because it will occasionally avoid the break time that sometimes lengthens the grading process. The Employer takes the position that grading is an ungoing process and should not merely be done at the close of the grading period and it would not be difficult or time consuming for the teachers to get out the grades early. The Association argues that it is necessary to give students every opportunity to make up missed assignments and tests so that a complete evaluation can take place without undue penalty to any student. It contends that the final offer would eliminate two of the current make up days resulting in harm to students. The Association asserts that the real problem causing the delay in publishing secondary report cards occurs after teachers have submitted grade folders because of the administrative time it takes. The Association argues that the Employer should address the excessive administrative time taken to get out the grades rather than reduce the teachers time for preparation of them.

Neither party offered any evidence in support of its position but only relied on its arguments. The Employer does make a valid point that its proposal would provide faster feedback to students after the completion of the quarter and eliminate some of the delays caused by break time. However, the Association contends that it is the Employer's excessive administrative time in preparing the grades that causes the most delay. Neither party has a very strong argument either way and the arbitrator finds about the same amount of merit in each position. The Association's position reflects the status quo. In the absence of any quid pro quo or compelling need, the arbitrator finds no justification for changing the status quo with respect to the grade marking time. It is possible that the shorter grade marking time might place a greater burden on the teachers at the end of each quarter. The arbitrator finds no support in the statutory criteria for the position of either party.

Accordingly, the arbitrator finds that there is no compelling need to change the grade preparation time as proposed by the Employer.

PAYMENT TO RETIREMENT FUND

The Association is proposing to increase the Employer's contribution to the employee's share of payment to the Wisconsin Retirement System to 6.2 percent. This is an increase of two tenths of a percent. The Employer proposes to retain the 6 percent contribution. There are ten school districts in Comparable Groups A and B and the contributions toward retirement range from 6 percent in four school districts to 6.2 in two districts. The rest of them have increased their contributions to 6.1 percent. By a very narrow margin, the Employer's proposal is closer to the average than that of the Association. With respect to the internal comparables, the Employer makes a contribution of 6 percent for all employees except for the administrators. It recently increased the payment to the retirement system for the administrators to 6.2 percent, but its contributions for all other represented and unrepresented employees remains at 6 percent. The fact that the administrators are now receiving 6.2 percent certainly is an argument in favor of giving teachers a 6.2 percent contribution. However, the fact that all the other employees receive only a 6 percent contribution toward retirement makes the internal comparison favor the position of the Employer. Ordinarily Employers make an attempt to keep fringe benefits the same for all employees with whom they bargain. It avoids whipsawing at the bargaining table and leaves them in a position to demand some sort of quid pro quo if a group of employees seeks to change one of the fringes. The arbitrator is satisfied that the trend among municipal employers will be to increase contributions to 6.2 percent. When that occurs, the weight of the external comparables might force the Employer to offer 6.2 percent to its teachers as well as to the other employees with whom it bargains. However, it will also be in the position to demand some concessions on other monetary issues.

In view of the pattern of contributions toward the retirement system for the external comparables and the internal comparables, the arbitrator finds no basis

for a determination that the Association's proposal more closely adheres to the statutory criteria than that of the Employer. Accordingly, the arbitrator does not find either proposal to be more acceptable than the other.

INSURANCE FOR RETIREES

The dominating issue in this arbitration is the Association's request for paid health insurance benefits for retirees. Currently the Employer offers nothing in the way of paid health insurance premiums for retirees other than to permit them to apply an accumulated cash stipend toward health insurance premiums. In the case of teachers, the current agreement provides that a teacher with 15 years of service accumulates \$100.00 per year of service that can be taken in the form of cash or applied to health insurance premiums upon retirement. The internal comparables favor the position of the Employer. The external comparables favor the position of the Association hands down. Nine of the ten school districts in Comparable Groups A and B provide contributions toward health insurance in varying amounts. Some of them provide somewhat larger payments towards retirees health insurance payments than is proposed by the Association while others provide substantially less. However teachers employed in Comparable Groups A and B generally seem to have some form of paid health insurance for retirees. The record does not reveal any information with respect to the history of these benefits. It does not reveal whether any quid pro quo was given in exchange for payments toward health insurance premiums for retirees. There was evidence that paid insurance for retirees is generally not available in the Employer's area and that major private employers do not provide employees with such a benefit. However, comparing teachers with teachers, the external comparables support the position of the Association.

The evidence reveals that the initial cost of the benefit is not overwhelming. The maximum liability for the first year of the benefit amounts to \$36,000.00. However, it has the potential of having an annual cost of more than \$100,000.00 per year.

The Association points out that the Employer makes no argument about the ability to pay and contends that the average dollar increase per returning teacher for the Employer is substantially less than the average dollar increase per returning teacher in Comparable Group A. It further argues that the Employer's salary schedule is substantially below the average at the Masters maximum step and at the schedule maximum. The salary schedule is an economic issue that the arbitrator should consider when determining the overall cost of the Association's proposal and the Employer's proposal. However, the salary schedules were agreed upon at the bargaining table and the Association was satisfied with it. It takes the position that the Employer's teachers have the lowest level of retirement provisions and the record seems to support that. It argues that the Employer's health insurance premiums are similar to the premiums in comparable districts. However that argument does not support the position of either the Employer or the Association. It contends that its proposal for

insurance for retirees is modest in design because of the caps placed upon it. The evidence indicates that the initial cost of the benefit is not unreasonable, but the cost escalates each year until at the end of five years it would exceed \$100,000.00. The Association argues that the wages and fringe benefits of the Employer's teachers should be compared to those of other teachers in comparable school districts and that argument supports its position. However, the internal comparables do not support the position of the Association.

The real issue between the Employer and the Association is whether or not there must be a quid pro quo for a proposed change such as the Association's demand for a contribution by the Employer to health insurance premiums for retirees. It asserts there need not necessarily be any quid pro quo if conditions of equity and urgent circumstances result in a party requesting a change without offering something in exchange. The arbitrator is inclined to agree. However, the evidence does not establish that there are any urgent circumstances requiring the Employer to make a contribution toward health insurance for retirees. It is fair to say that when the external comparables are considered by themselves, equity would indicate that there is justification for paid health insurance for retirees. However, internal comparables reveal that the Employer's other employees would not be getting equity if the arbitrator granted the Association's request for paid health insurance for the retirees.

Generally speaking a change in the status quo such as the Association's proposal for health insurance for retirees is not awarded by arbitrators unless there is a need for a change and the need can be addressed without imposing an undue hardship on the other party and there has been a quid pro quo offered of sufficient value to buy out the change. In this case, the Association has not established that there is a real need for Employer contributions toward health insurance for retirees. The Employer is not having a problem getting older employees to retire. It does not have a surplus of teachers that creates a need to reduce the teaching staff. It is in a period of expanding enrollment and has been hiring additional teachers. The Association has not offered the Employer any quid pro quo to buy out a change that may not initially be too costly, but will result in an increase in the Employer's insurance premiums of more than \$100,000.00 in five years.

The Employer, like virtually all other employers, including school districts, has been searching for a way in which to reduce its health insurance costs. In the 1988-89 school year its premium for single coverage was \$81.00 per month and for family coverage it was \$233.80. Just three years later the single premium was \$155.00 per month and the family premium was \$342.86 per month. These were substantial increases and needed to be addressed. It tried to address them in the negotiations for the contract for the 1989-90 and 1990-91 school years, but the parties could not reach agreement. Eventually the issue was decided by an arbitrator in favor of the Association because the Employer had not identified the quid pro quo for its co payment proposal and failed to meet its burden. In the negotiations for an agreement for the 1991-92 and

1992-93 school years the Employer again sought to address the problems of spiraling insurance costs. It proposed an 80/20 co-pay on the first \$2,250.00 of benefits. The single coverage maximum would have been \$450.00 and a family maximum would have been \$900.00. As a quid pro quo for adopting the co-pay arrangement the Employer offered to pay retirees health insurance for eight years. It also proposed to improve the health insurance coverage and pay 100 percent of the health insurance premium. It offered other benefits such as a 125 flex benefit and new lanes on the salary schedule for Bachelors +12 and Bachelors +24. The Association rejected the Employer's proposal for the 80/20 co-pay with single coverage maximum of \$450.00 and family maximum of \$900.00. Now it comes to the arbitrator asking for an award that would direct the Employer to pay 11/12 of the retirees health insurance for five years or until the employee reaches 65 and it offers no quid pro quo to the Employer in return. In a three year period the Employer's health insurance costs increased almost 50 percent. The Association refused to agree to address the cost problem in the negotiations for the 1990-92 agreement without a quid pro quo. The arbitrator who eventually decided the dispute agreed that the Employer should not be able to address the problem without a quid pro quo for the Association. Now the Association has come before this arbitrator seeking to increase the cost of health insurance even more by requiring the Employer to contribute toward the cost of health insurance for retirees and it offers no quid pro quo.

The arbitrator finds the Union's position on health insurance for retirees to be without merit. It demands that the Employer increase its health insurance costs and is unwilling to do anything to control them. That is not the way collective bargaining is supposed to work. There should be give and take at the bargaining table but the Association's position seems to be all take. Health insurance for retirees is a worthwhile objective for the Union to pursue. Cost controls are a worthwhile and necessary objective for the Association to pursue. The Employer made a proposal for a trade off that would have achieved its goal of cost controls as well as meet the Association's desire for health insurance for retirees. They were unable to reach agreement and now the Association seeks the health insurance for retirees without offering any quid pro quo. It is attempting to obtain through arbitration a benefit that it was unable to obtain through negotiations. The arbitrator finds that the Association has not offered a quid pro quo for its health insurance for its retirees proposal and has failed to meet its burden of justifying such a benefit.

Accordingly the arbitrator finds the Employer's proposal on the issue of health insurance for retirees to be more acceptable than that of the Association.

CONCLUSION

The primary issue involved in this arbitration was health insurance for retirees. All other issues were secondary to it. The issues of date of summer pay and grade preparation time are insignificant and hardly merit the attention

of the arbitrator. The issue of an increase in the amount that the Employer contributes toward the employees share of the payment to the retirement fund, is a more significant issue, but neither party was able to generate any evidence or point to any of the statutory criteria that would support its position over that of the other party. The dominating issue is health insurance for retirees and the arbitrator finds that the Employer's position is more acceptable than that of the Association.

It therefore follows from the above facts and discussion thereon that the undersigned renders the following

AWARD

After full consideration of the criteria set forth in the statutes and after careful and extensive evaluation of the testimony, arguments, exhibits and briefs of the parties the arbitrator finds that the Employer's final offer more closely adheres to the statutory criteria than that of the Union and directs that the Employer's proposal contained in Exhibit 2 be incorporated into the collective bargaining agreement as a resolution of this dispute.

Dated at Sparta, Wisconsin this 12th day of October, 1992.

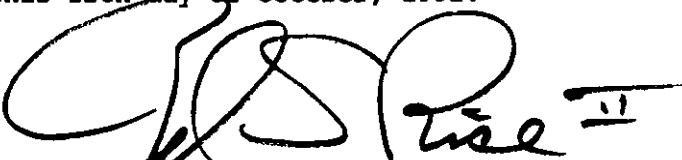

Zel S. Rice II, Arbitrator

EXHIBIT 1

FINAL OFFER OF THE
MANITOWOC EDUCATION ASSOCIATION

RECEIVED
OCT 16 1992

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

March 12, 1992

The attached constitutes the final offer of the Manitowoc Education Association for a successor agreement for the period July 1, 1991 - June 30, 1993 between the District and the Union pursuant to Section 111.70 (4) (cm) 6 a.

FINAL OFFER

The Association proposes that all terms and conditions of the 1989-1991 Master Agreement become the terms and conditions of a successor agreement with the exception of:

- A. Change the dates in Part I, Section 1, and Part I Section 11 to reflect a 1991-1993 master agreement. Change any other dates in the Master Agreement, where necessary, to reflect a change in the effective dates of this Agreement.
- B. Stipulations of the parties as set forth in Exhibits 1, 2, 3 and 4 attached to the District's final offer.
- C. Association proposed changes to the Master Agreement as attached hereto.

The Association proposes that all changes made in the successor agreement will be retroactive to July 1, 1991, except as otherwise noted.

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MAR 18 1992

* WISCONSIN EMPLOYMENT *
RELATIONS COMMISSION

3-12-92
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MANITOWOC EDUCATION ASSOCIATION

**PROPOSED CHANGES TO THE
MASTER AGREEMENT**

RECEIVED
MAR 18 1992

*** WISCONSIN EMPLOYMENT *
RELATIONS COMMISSION**

*3-12-92
Bento*

MEA PROPOSAL # 9 INSURANCE FOR RETIREES

REPLACE PART IV, SECTION 13, B WITH THE FOLLOWING:

A teacher 57 years old or older who has taught in the District for fifteen (15) years or more shall receive the following benefit upon his/her retirement.

1. The District will provide the retiree with health insurance coverage for a period of up to five (5) years or to age 65, whichever comes first.
2. The coverage shall be the same as that provided to active employees at the time the teacher retires.
3. The premium payments shall be made by the District in the same proportion as for active employees at the time that the teacher retires. (currently 11/12) However, the maximum dollar amount to be paid by the District for its share in a given year shall not exceed \$4800 for each retiree with family coverage or \$2400 for each retiree with single coverage. Any amount beyond \$4800/\$2400 for the District's share shall be the responsibility of the retiree.
4. Retirees must begin using this benefit the first year of their retirement and continue until the benefit is used up or they reach age 65, whichever comes first.
5. Should the paid benefit cease before reaching age 65, the retiree may continue in the group plan at group rates at his/her own expense. (see also Part IV, 8.D, 1, page 20)

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* WISCONSIN EMPLOYMENT *
RELATIONS COMMISSION

3-12-92
J. Bent.

MEA PROPOSAL # 10 PAYMENT TO RETIREMENT FUND

Replace Part IV, Section 12, page 22 with the following:

Effective July 1, 1992, the Board will pay into the Wisconsin Retirement System for each teacher an amount not to exceed 6.2% of each teacher's total compensation.

The eligibility of teachers who teach less than one-half time shall be in accordance with the rules of the Wisconsin Retirement System.

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* WISCONSIN EMPLOYMENT *
RELATIONS COMMISSION

3-12-92
Bente

EXHIBIT 2

FINAL OFFER OF THE
MANITOWOC PUBLIC SCHOOL DISTRICT

RECEIVED
MAR 18 1992

* WISCONSIN EMPLOYMENT *
RELATIONS COMMISSION

Date: March 16, 1992

The attached constitutes the final offer of the Manitowoc Public School District for a 1991-93 Agreement between the School District and the Union pursuant to Section 111.70(4)(cm)6 a.

FINAL OFFER

The School District proposes that all terms and conditions of the 1989-91 Collective Bargaining Agreement become the terms and conditions of a successor agreement with the exception of:

- A. Change the dates in Part I, Section 1, and Part I, Section 11 to reflect a 1991-1993 master contract. Change other dates in the master agreement, where necessary, to reflect a change in the effective dates of the agreement.
- B. Stipulations of the parties set forth in Exhibits 1, 2, 3 and 4 attached hereto.
- C. Board of Education proposed changes to Teachers' Contract set forth in Exhibit 5 attached hereto.

The District proposes that all changes made in the successor agreement will be retroactive to the commencement of the current school year.

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RELATIONS COMMISSION

13. Page 21 Part IV., 9. Compensation For Multiple School Assignment

Add a fourth paragraph.

"Nothing in this provision applies to a teacher being compensated for travel to an extracurricular assignment in a building other than where they finish their teaching day."

T.A. Jones 4/15/91
G. Bents 4/15/91

14. Page 23 Part IV., 13. Retirement

C. Add the following paragraph

"In the event of death of a non-retired employee who qualifies for this benefit, the amount will be paid to the heirs or estate of the deceased employee."

T.A. Jones 4/15/91
G. Bents 4/15/91

15. Page 23 Part IV., 19. Travel Pay

B. delete: "or for making home calls."

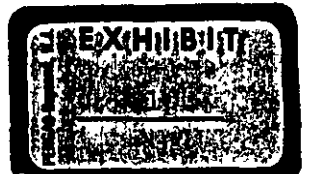
T.A. Jones 4/15/91
G. Bents 4/15/91

20.

~~adding position of girls' varsity assistant coach in basketball (equity); adding another 7th grade and another 8th grade boys' basketball coach at both junior highs (large numbers).~~
~~adding position of girls' varsity assistant coach in basketball (equity); adding another 7th grade and another 8th grade boys' basketball coach at both junior highs (large numbers).~~

T.A. Jones 4/15/91
T.A. additional positions only

G. Bents 4/15/91



The following changes will be made to Exhibit B:

- a. 5% across the board, rounded off to the nearest \$5 each year
- b. Odyssey of the Mind - \$400 per coach and then 5%, rounded off to the nearest \$5 for each subsequent years of the contract.
- c. Forensics Director and Coach \$2000
 Assistant Coach (Theater) \$1500
 Assistant Coach (Debate) \$1500
 Assistant Coach (Speech) \$1700
- d. Play/Musical Production - High School
 Director \$1800 per major production (\$1000 for one-act)
 Set Design \$500 per major production (\$300 for one-act)
 Costumes \$400 per major production (\$200 for one-act)
 Properties \$400 per major production (\$200 for one-act)
 Musical Director \$1800
 Musical Technical Director \$900
 Musical Music Director \$900
- e. Play/Musical Production Director - Junior High
 Director \$800
 Assistant Director \$400
 *Multiple one-acts in a single performance will be construed as a major production.
- f. The above amounts in c,d or e, may be split if more than one person is involved in the assignment.
- g. For c,d, and e, 5% increase rounded to the nearest \$5 for subsequent years of the contract.

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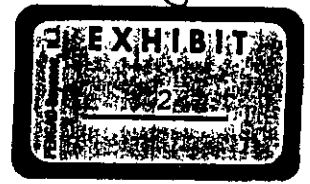
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II. MISCELLANEOUS PAY

19. The following changes will be made to Part IV, sections 16, 17, and

- a. Compensation for Summer Work
 1991-92 \$350 92-93 \$375
 1991-92 \$15/hr. 92-93 \$16/hr.
- b. Gifted and Talented
 1991-92 \$15/hr. 92-93 \$16/hr.
- c. Travel Pay
 I.R.S. rate adjusted yearly, effective July 1 of each year

T.A. Jones
10/30/91
Gay Bents
11/1/91



1992-1993 CALENDAR

AUGUST

24 25 26 27 28
31

SEPTEMBER

1 2 3 4
NS 8 9 10 11
14 15 16 17 18
21 22 23 24 25
28 29 30

OCTOBER

1 2
5 6 7 8 9
12 13 14 15 16
19 20 21 22 23
26 27 28 NS NS

NOVEMBER

2 3 4 5 6
9 10 11 12 13
16 17 18 19 20
23 24 25 NS NS
30

DECEMBER

1 2 3 4
7 8 9 10 11
14 15 16 17 18
21 22 NS NS NS
NS NS NS NS ~~NS~~

JANUARY

NS
4 5 6 7 8
11 12 13 14 15
18 19 20 21 22
25 26 27 28 IW

FEBRUARY

1 2 3 4 5
8 9 10 11 12
15 16 17 18 19
22 23 24 25 26

MARCH

1 2 3 4 5
8 9 10 11 12
15 16 17 18 19
22 23 24 25 26
29 30 31

APRIL

1 2
5 6 7 NS NS
NS NS 14 15 16
19 20 21 22 23
26 27 28 29 30

MAY

3 4 5 6 7
10 11 12 13 14
17 18 19 20 21
24 25 26 27 28
NS

JUNE

1 2 3 4
7 8 9 10 11 (1/2 DAY)

New Teachers begin: August 24
Returning teachers begin: August 31/September 1
Classes begin: September 8

First Quarter ends: November 13 (47 days)
Second Quarter ends: January 28 (44 days)
Third Quarter ends: March 31 (43 days)
Fourth Quarter ends: June 10 (46 days)

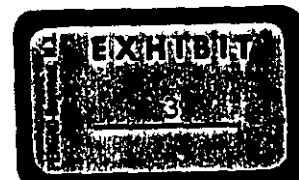
Graduation: Friday June 11

T.A. Jones
J. Roberts
5/29/91

Any day school is not in session, as per this calendar, and any days needed to fulfill state mandates, will be made up in the following order: April 13, April 8, consecutive additional days at the end of the school year in June or any other day(s) that may be mutually agreed upon.

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1993-1994 CALENDAR

AUGUST

23 24 25 26 27
30 31

SEPTEMBER

1 2 3
NS 7 8 9 10
13 14 15 16 17
20 21 22 23 24
27 28 29 30

OCTOBER

1
4 5 6 7 8
11 12 13 14 15
18 19 20 21 22
25 26 27 NS NS

NOVEMBER

1 2 3 4 5
8 9 10 11 12
15 16 17 18 19
22 23 24 NS NS
29 30

DECEMBER

1 2 3
6 7 8 9 10
13 14 15 16 17
20 21 22 NS NS
NS NS NS NS NS

JANUARY

3 4 5 6 7
10 12 13 14 15
17 18 19 20 21
24 25 26 27 IW
31

FEBRUARY

1 2 3 4
7 8 9 10 11
14 15 16 17 18
21 22 23 24 25
28

MARCH

1 2 3 4
7 8 9 10 11
14 15 16 17 18
21 22 23 24 25
NS NS NS NS

APRIL

NS
4 5 6 7 8
11 12 13 14 15
18 19 20 21 22
25 26 27 28 29

MAY

2 3 4 5 6
9 10 11 12 13
16 17 18 19 20
23 24 25 26 27
NS 31

JUNE

1 2 3
6 7 8 9 10 (1/2 DAY)

New Teachers begin: August 23
Returning teachers begin: August 30 OR 31
Classes begin: September 7

First quarter ends: November 12 (47 days)
Second quarter ends: January 27 (45 days)
Third quarter ends: April 8 (45 days)
Fourth quarter ends: June 9 (43 days)

Graduation: Friday June 10

Any day school is not in session, as per this calendar, and any days needed to fulfill state mandates, will be made up in the following order: March 28, March 29, consecutive additional days at the end of the school year in June or any other day(s) that may be mutually agreed upon.

T.A. Jones 5/29/91
J. Bents

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MEA PROPOSAL # 15 EXHIBIT A - SALARY SCHEDULE

The MEA proposes that the salary schedule as set forth in Exhibit A be increased by 4.4% for 1991-1992 and by 4.0% for 1992-1993. (The total salary cost with increments being 6.3% and 5.75% respectively. See attached salary schedules.)

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3-15-92
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-1993 SALARY PROJECTION

1991-1992 % PER CELL INCREASE = 1.0440 1992-1993 % PER CELL INCREASE = 1.0400

BACHELOR'S LANE

STEP #	TEACH	90-91 SAL	TOT COST	91-92 SAL	# TEACH	TOT COST	92-93 SAL	# TEACH	TOT COST
1	14.60	20898	305111	21818	0.00	0	22690	0.00	0
2	23.84	22292	531441	23273	14.60	339784	24204	0.00	0
3	9.50	23685	225008	24727	23.84	589495	25716	14.60	375457
4	12.00	25079	300948	26182	9.50	248734	27230	23.84	649158
5	4.00	26471	105884	27636	12.00	331629	28741	9.50	273041
6	3.50	27865	97528	29091	4.00	116364	30255	12.00	363056
7	5.00	29258	146290	30545	3.50	106909	31767	4.00	127069
8	12.30	30651	377007	32000	5.00	159998	33280	3.50	116479
9	3.00	32044	96132	33454	12.30	411483	34792	5.00	173960
10	5.60	33437	187247	34908	3.00	104725	36305	12.30	446546
11	4.00	34832	139328	36365	5.60	203642	37819	3.00	113458
12	76.60	36226	2774912	37820	80.60	3048287	39333	36.20	3390482
A. =	173.94	TOTAL \$ =	5286835	TOTAL \$ =	5661049	TOTAL \$ =	6028706		

MASTERS LANE

STEP #	TEACH	90-91 SAL	TOT COST	91-92 SAL	# TEACH	TOT COST	92-93 SAL	# TEACH	TOT COST
1	1.10	22966	25263	23977	0.00	0	24936	0.00	0
2	1.00	24497	24497	25575	1.10	28132	26598	0.00	0
3	0.00	26027	0	27172	1.00	27172	28259	1.10	31085
4	0.00	27559	0	28772	0.00	0	29922	1.00	29922
5	1.00	29090	29090	30370	0.00	0	31585	0.00	0
6	1.00	30621	30621	31968	1.00	31968	33247	0.00	0
7	1.00	32150	32150	33565	1.00	33565	34907	1.00	34907
8	1.00	33681	33681	35163	1.00	35163	36569	1.00	36569
9	1.00	35214	35214	36763	1.00	36763	38234	1.00	38234
10	4.00	36745	146980	38362	1.00	38362	39896	1.00	39896
11	3.00	38275	114825	39959	4.00	159836	41557	1.00	41557
12	70.60	39806	2810304	41557	73.60	3058629	43220	77.60	3353854
M.A. =	84.70	TOTAL \$ =	3282624	TOTAL \$ =	3449591	TOTAL \$ =	3606025		

AR	SALARY TOTAL	\$ INCREASE	% INCREASE	# TEACHER	\$ / TEACH
-1991	8569459	0	0	258.64	0
-1992	9110641	541181	6.32	258.64	2092
-1993	9634731	524091	5.75	258.64	2026

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3-11-92

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BOARD OF EDUCATION PROPOSED CHANGES TO TEACHERS' CONTRACT

1. Dates of Payment for Teachers - Page 4 Part II., 4.
 - A. Change second sentence to read: "The July and August checks will be paid no later than the last Friday in June."
 - B. Delete entire paragraph.

2. Grade Preparation Time - Page 11 Part III., 6.

Change: "five (5) school days" to
"three (3) school days."

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