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(FORM UPDATED: 08/11/2010)

WISCONSIN STATE LEGISLATURE ... PUBLIC HEARING - COMMITTEE RECORDS

1997-98

(session year)

Senate

(Assembly, Senate or Joint)

Committee on Education...

COMMITTEE NOTICES ...

- Committee Reports ... **CR**
- Executive Sessions ... **ES**
- Public Hearings ... **PH**

INFORMATION COLLECTED BY COMMITTEE FOR AND AGAINST PROPOSAL

- Appointments ... **Appt** (w/Record of Comm. Proceedings)
- Clearinghouse Rules ... **CRule** (w/Record of Comm. Proceedings)
- Hearing Records ... bills and resolutions (w/Record of Comm. Proceedings)
(**ab** = Assembly Bill) (**ar** = Assembly Resolution) (**ajr** = Assembly Joint Resolution)
(**sb** = Senate Bill) (**sr** = Senate Resolution) (**sjr** = Senate Joint Resolution)
- Miscellaneous ... **Misc**

* Contents organized for archiving by: Stefanie Rose (LRB) (December 2012)

Nan Youngerman, teacher
Madison Metropolitan School District
Statement in Support of SB 318
November 12, 1997

I am a veteran teacher who has been in the Madison Metropolitan School District since 1971, currently teaching 6th grade at Cherokee Heights Middle School. My colleague Mazie Jenkins(who is here in support, but not speaking) and I are both recipients of Presidential Awards of Excellence. During the past few years we have worked with educators from across the country to develop state-wide systemic changes in over twenty-five different states. Some people might suggest we know something about educational quality and state-wide systemic change.

We have letters of commendation from Governor Tommy Thompson as well as state senators and we also have the QEO. During the past few years this legislation has pitted us and our colleagues against administrators, school board members, and individuals in the community. Under the guise of saving the taxpayer dollars, the QEO has been disturbingly expensive. The expense of undermining quality education and community relationships is severe.

For many reasons teaching is an increasingly stressful and complex profession. First current research on how students learn suggests changes in our teaching methods. Second, standards from professional organizations, state bodies, and our school districts bombard us with suggested changes of priorities. Third, technology is here and in a very exciting and challenging way has turned classroom curriculum upside down and inside out.....redefining what is and is not a basic skill today and in the future. Finally, the basics and pressing needs for food, clothing, and emotional well being take precedence for many children over the learning of reading, writing and arithmetic .

The above four areas desparately need teacher time and attention. Instead, the QEO has drained valuable teacher time and energy. My colleagues and I are walking picket lines, meeting to discuss our anger and frustration at being singled out by state legislators, pondering how to bolster schoolwide low morale. Wisconsin cannot afford to have teachers' energies diverted from educational needs while striving to provide the best possible education to students.

Help me and my colleagues around the state focus our time and energy on what we do best-----TEACHING. Wisconsin must invest in teachers. Any other option is too expensive.

October 14, 1997
Pamela Riddle
810 N. Thompson Drive
Madison, WI 53704
(608) 243-3274

Dear Senate Education Committee Members,

My name is Pamela Riddle. I am a substitute teacher with the Madison School District and have been since 1993. I am here to ask you to approve SB 318. As a certified teacher I fall under Tommy Thompson's law or the QEO law.

Tommy Thompson and the legislators that voted in favor of this law, to enforce spending caps and salary caps on teachers, don't have a cap on their salaries! Why should we? I was looking at the raises the governor gave his staff and it just depressed me. I graduated high school with one of his staffers who received a 10.5% pay increase on his salary. I don't think the governor would approve a salary cap for him!

If there were no QEO law or spending cap law then our wonderful city and state would not be so negative right now. The teacher contract would be settled or at least there would be negotiations going on. The school board would have no reason not to negotiate, like they are now. The citizens of our city would not be so angry at our public school system, including teachers and school boards.

Because I am a substitute teacher, my contract won't be settled until after the teacher's contract is settled. Because there is no contract for the teachers this means that about 400 substitute teachers (in Madison) are not going to get any kind of raise until after winter break but hopefully before the end of the school year. I know raises are retroactive, but the school district doesn't pay interest on the money they owe.

The average substitute teacher makes less than \$10,000 a year. We don't get any kind of insurance, health or life with our job. I am 'lucky' because I am above average, I make between \$13,000 and \$18,000 a year, depending on the year.

I have no job security. I don't even know if I'm working next week! A slight raise would at least help with my extra winter bills.

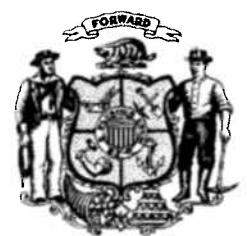
The main reason there is no progress for teachers in this state is because of the QEO law.

I am asking you to think of the thousands of substitute teachers who don't make a decent salary even though they are certified teachers when considering whether to approve SB318!

Thanks for your time.



WISCONSIN STATE LEGISLATURE



Senate Education Committee Testimony
November 12, 1997

Dear Committee Members.

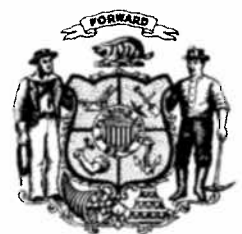
Thank you for this opportunity to speak to you regarding the impact of the Qualified Economic Offer (QEO) on the education of students and their educators, the teachers of Wisconsin. You have heard and you will continue to hear from my colleagues this afternoon the many negative results of this ill thought out legislation. Rather than reiterate the same litany I would like to concentrate on the specific effect on a dedicated 35 year teacher who recently retired from the district where I work.

For the last three years, our board of education has not offered a raise on the salary base. The immediate effect as you may know is that the teachers at the top of the salary schedule are not able to receive any new salary to even keep up with inflation. The net affect has been an inflationary decrease in the salary of all teachers, particularly those who have put in the maximum number of years of teaching. Some how, this does not appear fair. As you can start to imagine, employee morale begins to suffer. For our retiree, not only does his moral suffer, but now is complicated further as the QEO effect becomes a "life" sentence for his retirement. The value of his retirement has decreased at the worst possible time in his life and he will pay for it forever.

Having worked in government outside of education, my experience has shown me that local government is the most responsive to the people it serves. This then is followed by state government and finally, the federal government, the least responsive, to local people. Why is it that the state government tells the federal government not to impose mandates on the states with Federal money, saying the states can do it better without Federal intervention. Yet, when the same opportunity presents itself to the state in relation to local governing bodies such as school boards, the opposite view is held by state government. I guess you can have your cake and eat it too. Just as you ask us to trust you with our tax dollars, we ask you to trust local elected government officials with tax dollars.



WISCONSIN STATE LEGISLATURE





MILWAUKEE PUBLIC SCHOOLS

OFFICE OF GOVERNMENTAL RELATIONS

Central Services Building
5225 West Vliet Street
P O Box 2181
Milwaukee, Wisconsin 53201-2181
Phone: 414-475-8731
Fax: 414-475-8270

November 13, 1997

Senator Calvin Potter
PO Box 7882
Madison WI 53707-7882

Dear Senator Potter:

Re: Senate Bill 318

The purpose of my letter is to summarize my comments made at the November 12 public hearing on SB 318. My purpose was to make two points.

First, the bill changes the ground rules governing arbitration by preventing an arbitrator from giving weight to local economic conditions or revenue limits which control school district revenues. We oppose these provisions and urge you to reject them.

Secondly, the bill would repeal the Qualified Economic Offer provision of the current law. This proposal has been portrayed as preventing teachers from receiving an inflationary increase in wages. The point I wanted to make in this regard was that the real problem limiting teacher raises is the revenue limits. To repeal the QEO and retain revenue limits leaves a school district with the same amount of money. If a larger share of that amount is given to teachers in the form of wages, less would be available for other educational purposes. Therefore, it is clear that repealing the QEO is not the solution to the problem which was presented.

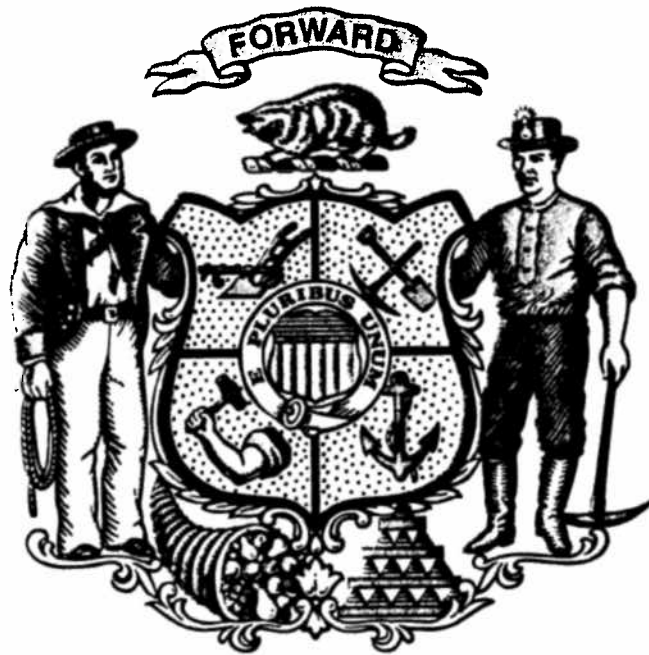
Sincerely yours,

A handwritten signature in cursive script that reads "Myra L. Edwards".

Myra L. Edwards
Governmental Relations Specialist

dz

C: Dr. Alan Brown



MEMO

TO: John Stocks and Bob Burke
FROM: Paul Rusk
RE: QEO Substitute Amendment
DATE: December 5, 1997

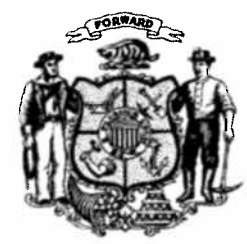
Here is the initial substitute Cal had drafted based on some of his ideas. I promised to send it over to you as soon as we had it.

We are planning to distribute it to the Education Committee for discussion (not voting) purposes on Wednesday. We are interested in getting more of a handle on how the committee (especially the minority members) want to approach this issue.

Have a good weekend.



WISCONSIN STATE LEGISLATURE





WISCONSIN LEGISLATIVE COUNCIL STAFF MEMORANDUM

One East Main Street, Suite 401; P.O. Box 2536; Madison, WI 53701-2536
Telephone (608) 266-1304
Fax (608) 266-3830

DATE: January 6, 1998

TO: SENATOR CALVIN POTTER; MEMBERS OF THE SENATE EDUCATION COMMITTEE; AND OTHER INTERESTED LEGISLATORS

FROM: Russ Whitesel, Senior Staff Attorney

SUBJECT: Senate Substitute Amendment __ (LRBs0362/1) to 1997 Senate Bill 318, Relating to Qualified Economic Offers Under the Municipal Employment Relations Act and the Calculation of School District Revenue Limits

This memorandum describes the provisions of 1997 Senate Bill 318, relating to dispute settlement procedures in local government employment other than law enforcement and fire fighting employment. The memorandum also describes the provisions of Senate Substitute Amendment __ (LRBs0362/1) relating to qualified economic offers (QEO) under the Municipal Employment Relations Act and the calculation of school district revenue limits. The memorandum also provides a brief legislative history of the Bill.

A. LEGISLATIVE HISTORY

1997 Senate Bill 318 was introduced on October 15, 1997 by Senator Shibilski and others; cosponsored by Representative Baldwin and others; and referred to the Senate Committee on Education. A public hearing was held on the Bill on November 12, 1997.

B. PROVISIONS OF ORIGINAL BILL

Current law provides that in local government employment, other than law enforcement and fire fighting employment, if a dispute relating to the terms of a proposed collective bargaining agreement has not been settled after a reasonable period of negotiation and after mediation by the Wisconsin Employment Relations Commission (WERC), either party, or the parties jointly, may petition WERC to initiate compulsory, final and binding arbitration with respect to any dispute relating to wages, hours and conditions of employment. If WERC determines, after investigation, that an impasse exists and that arbitration is required, WERC must submit to the parties a list of seven arbitrators from which the parties alternatively strike names until one arbitrator is left. As an alternative method, WERC may provide for an arbitration panel that

consists of one person selected by each party and one person selected by WERC. As another alternative, WERC may also provide a process that allows for a random selection of a single arbitrator from a list of seven names submitted by WERC. Current law provides that an arbitrator or arbitration panel must adopt the final author of one of the parties on all disputed issues, which is then incorporated into the collective bargaining agreement.

Under current law, however, this arbitration process does not apply to a dispute over economic issues involving a collective bargaining unit consisting of school district professional employes if WERC determines, subsequent to an investigation, that the employer has submitted a QEO. Under current law, a QEO consists of a proposal to maintain the percentage contribution by the employer to the employes' existing fringe benefit costs and the employes' existing fringe benefits and to generally provide, with certain exceptions, for an annual average salary increase having a cost to the employer of at least equal to 2.1% of the existing total compensation and fringe benefit costs for the employes in the collective bargaining unit. Senate Bill 318 eliminates the QEO offer exception from the compulsory, final and binding arbitration process.

Current law also provides that in reaching a decision, the arbitrator or arbitration panel must give weight to many factors, including the lawful authority of the municipal employer, the stipulations of the parties, the interest in welfare of the public and the financial ability of the unit of government to meet the costs of the proposed agreement, comparison of wages, hours and conditions of employment with those of other public and private sector employes, the cost of living, the overall compensation and benefits that the employes currently receive and other similar factors. However, under current law, the arbitrator is required to give *greater weight* to economic conditions in the jurisdiction of the employer in the *greatest weight* to any state law or directive that places expenditure or revenue limitations on an employer. Senate Bill 318 eliminates the authorization for the arbitrator or arbitration panel to give any weight to economic conditions in the jurisdiction of the employer or any state law or directive that places expenditure of revenue limitations on an employer.

Further, under current law, every collective bargaining agreement covering school district professional employes must expire on June 30 of the odd-numbered years. For all other local government employes, the term of a collective bargaining agreement must be two years, except for an initial agreement and except as the parties otherwise agree, and in no case may exceed three years. Senate Bill 318 treats the terms of collective bargaining agreements for school district professional employes the same as those of other local government employes.

Finally, under current law, school district professional employes are required to be placed in a collective bargaining unit that is separate from the units of other school district employes. Senate Bill 318 eliminates this requirement.

C. PROVISIONS OF SENATE SUBSTITUTE AMENDMENT __ (LRBs0362/1)

Senate Substitute Amendment __ (LRBs0362/1) makes the following changes to Senate Bill 318:

1. The substitute amendment changes the definition of a QEO, to provide that a QEO consists of an offer to maintain the percentage contribution by the employer to the employes'

existing fringe benefit costs and the employees' existing fringe benefits and either of the following:

- a. In any collective bargaining unit in which the employe positions are assigned to salary ranges with steps that determine the levels of progression within each salary range, a proposal to provide for an increase in the minimum and maximum amounts of the salary range and an increase in the amounts of the steps within the salary range, at least equivalent to 2.1% or the rate of inflation, whichever is greater, for each 12-month period covered by the proposed collective bargaining agreement, beginning with the expiration date of any previous collective bargaining agreement.
- b. In any other collective bargaining unit, the proposal to provide for a salary increase for each 12-month period covered by the proposed collective bargaining agreement, beginning with the expiration date of any previous collective bargaining agreement, for each employe in the collective bargaining unit for each 12-month period covered by the proposed collective bargaining agreement at least equivalent to 2.1% or the rate of inflation, whichever is greater.

The substitute amendment defines the term "rate of inflation" to mean a percentage equal to the average annual percentage change in the U.S. Consumer Price Index for all urban consumers, U.S. city average, as determined by the U.S. Department of Labor for the 12-month period ending on the last day of the third month preceding the first day of the first month of any 12-month period covered by a proposed collective bargaining agreement.

2. Current law provides that in reaching a decision, the arbitrator or arbitration panel must "give weight" to many factors. In addition, as noted above, the arbitrator is required to give "greater weight" to economic conditions in the jurisdiction of the employer and the "greatest weight" to any state law or directive that places expenditure or revenue limitations on an employer. The substitute amendment combines the greatest weight and greater weight factors so as to require that the arbitrator or arbitration panel give "greater weight" to economic conditions in the jurisdiction of the employer and to any state law or directive that places expenditure or revenue limitations on an employer.

3. Current law limits the increase in the total amount of revenue that a school district may receive from general school aids and property taxes to \$206 per pupil in the 1997-98 school year and, in subsequent school years, to the amount of revenue increase allowed per pupil in the previous year increased by the percentage change in the Consumer Price Index. Several exceptions exist to this requirement. For example, if a school district increases the services that it provides by adding responsibility for providing a service transferred to or from another governmental unit, its revenue limit is increased by the cost of that service.

The substitute amendment increases the revenue limit of a school district by the amount necessary to cover the costs of the salary increase of the QEO and any increase costs required to maintain the percentage contribution to existing fringe benefit costs and to maintain all fringe benefits of the QEO.

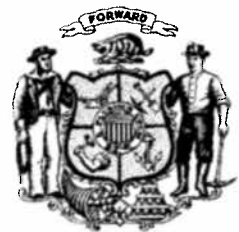
4. The substitute amendment contains an initial applicability that would apply the revised QEO standards to petitions for arbitration filed under the statutes that cover periods of time beginning after June 30, 1998. Further, the treatment of the school district revenue limit calculations would first apply to the calculation of a school district's revenue limit for the 1998-99 school year.

If you have any questions regarding the provisions of the original legislation or the proposed substitute amendment, you may contact me directly at the Legislative Council Staff offices.

RW:wu;ksm



WISCONSIN STATE LEGISLATURE



Wexler, James

From: James Germain[SMTP:jgermain@execpc.com]
Sent: Tuesday, January 13, 1998 6:43 PM
To: Sen.Darling; Sen.Jauch; Sen.Potter; Sen.Roessler; Sen.Huelsman; Sen.Shibilski; Sen.Grobschmidt
Cc: Thomas Slota; Michael Levas; Martin Richter; Dr. William Hughes, Superintendent
Subject: Amendment 1 to SB 318

I have reviewed Amendment 1 to SB 318 along with Russ Whitesel's Memo dated January 6, 1998.

I have the following concerns:

- 1) As I understand the new QEO, a school board would have to increase each and every cell on the salary schedule by 2.1% or the CPI, whichever was greater. This certainly addresses the primary concern raised by teachers at the salary schedule maximums. BUT it also increases every other teacher's salary increase by up to another 2.1% or CPI if greater. In Greendale, under a current QEO, each cell is increasing by .05-1.0%. This change in the QEO would require each cell to increase 2.1%. Thus the teachers moving along the salary schedule by years of experience and/or education lane changes who already getting increases of 6-13% will now get increases of 8-15% or more annually. While I have not been able to calculate exact figures, I would anticipate this proposed QEO change will add \$100-150,000 to our salary budgets for teachers alone! This type of increase in all school districts will be substantial and goes well beyond the primary problem of the QEO. We need a solution which provides adequate increases for the teachers at the "maximums" without adding to the already large increases (6-13% in Greendale) the remaining teachers are receiving.
- 2) The change reducing from "greatest weight" to "greater weight" the consideration of any state law or directive that places expenditure or revenue limitations on an employer is inappropriate. Since local school boards are bound by state laws above all else, such state laws should carry the "greatest weight" for any arbitrator decision.
- 3) How is the increase in revenue limits of a school district by an amount necessary to cover the costs of the salary increase of the QEO and costs to maintain the % contribution to existing fringe benefit costs defined? How is the amount calculated? Compared to what? Revenue cap increases must cover not only salaries and benefits, but utilities, insurance, repairs and maintenance, books, supplies, etc. I believe this could be an area of significant problems. Unfortunately the issues in this area cannot be adequately discussed in this e-mail.
- 4) I am not aware that the \$206 per pupil amount is guaranteed to increase by the CPI each year and have concern over the impact of this bill if this does not occur. Look at what Thompson did this time! In addition, even this change does not provide many school districts with a corresponding CPI change in their revenue cap even assuming a stable student enrollment. This certainly is not true in Greendale.

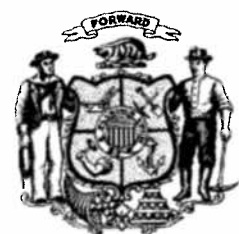
I offered and have organized a variety of groups to work on the QEO problem. This group will be starting its work later this month. WEAC and the WASB have agreed to participate, along with various legislators and school district representatives. I expect to have participation from the Governor's office as well. I would hope you would not act hastily on this amendment, given its obvious flaws. Please allow this group time to attempt to address the issue. If not, at least consider modifying the proposed amendment to address the above concerns.

James Germain

Greendale School Board President
4580 Skylark Lane
Greendale, WI 53129
414-421-4495



2011
2012
2013



SB318

The Repeal of the Qualified Economic Offer Law

Thank you for allowing teachers to attend a public meeting and stating their views on a law that impacts about 85,000 public educators in the State of Wisconsin.

My name is Ronald Bailey, I'm a teacher in Kenosha. I represent 1,376 teachers in the bargaining process, a process which I have participated in since 1975. The teachers of Kenosha support the repeal of the QEO law!

In Kenosha, we had two strikes in the early 1970's. In the State of Wisconsin, between 1966 and 1977 the State of Wisconsin experienced 50 strikes. Between 1978 and 1993 the State of Wisconsin experienced _____ strikes? Yes, that is a question. Why you ask? Could it be that there were rules and procedures that allowed **BOTH** school boards and school employees to take their labor disputes to a neutral third party?

But guess what happened! School employee groups did their home work: they applied their professional skills, training, and experience to research. We spent many hours finding comparables, preparing charts and graphs, and presenting our thick briefs first to our school boards. When we could not reach agreement we then presented it to a mediator. If this mediator could not bring closure to this bargaining process, an arbitrator would be assigned. The arbitrator would have everyone's last final offer. From these final offers, this person would then begin to bargain between both sides. The arbitrator would work both sides down with the hope of reaching a mediated agreement.

Once, in Kenosha, the arbitrator could not reach agreement. The briefs were filed under the laws in effect at that time. The school employee group, the teachers, lost that Med/Arb process. In each and every other year, we reached agreement, usually with the help of a mediator or arbitrator.

This process was fair to both sides but, not always liked by either side. Remember that previously, in many communities, teachers were told what they would receive and what they would do.

Yesterday, I had the opportunity to speak with a teacher that had taken an active part in the 60's and early 70's with the movement to receive an equal opportunity to be citizens of this State. This teacher, who is in her 60's, told me how she had participated in movements to have bargaining laws to help teachers. She went on to describe how 84 teachers in Hortonville lost their jobs due to a strike, she talked about how the community became embattered; families torn apart in this little community, neighbors that would not speak to each other, in some cases people and families driven out of town. Remember, this strike occurred in 1973! This State does not want to return to the good old days, 1966 to 1977. This is what the QEO is doing, it is returning professional persons to the state of being treated in an unfair manner. Once, you allow one side to unilaterally impose an economic offer upon another, you have reduced the receiving group to the stage of that of a slave working for an owner that will give this worker just enough to survive. If I were a black person standing here saying these words you might gasp, then say, "It was not our intent to recreate slavery in the State of Wisconsin!"

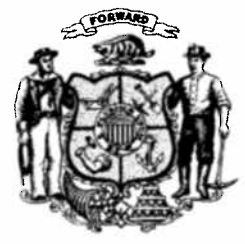
Kenosha's 1995 - 1997 contract is still unsigned as we just can't seem to get it all together, a 3.8% total package, it's final form is being worked on as we speak. Last night, our school board approved a conceptual agreement for our 1997 - 1999 contract, a 3.9% total package. How does all this relate to our to our good fortune? Over the years the teachers of Kenosha have never received the increases that the auto workers in our city received. It was reported last year that the average auto worker in Kenosha earned about 63,000 dollars, the average teacher in Kenosha about 36,000 dollars.

Therefore, I say, "Stop the creation of forced labor, a form of slavery, in the State of Wisconsin. Stop the possibility of future strikes in Wisconsin! Repeal the QEO! Do it now, **DO NOT** wait until these contracts expire in 1999 to make changes in the QEO law as the Governor has expressed an interest in doing. Support the 85,000 plus public employees that you employ in education. **Repeal the QEO! Now!**

Thank you!



WISCONSIN STATE LEGISLATURE



For over thirty years I have been teaching at MHLT Elementary School in Minocqua, Wisconsin. During this time, I have seen many changes in education, most of which have been for the betterment of all. I have participated in all aspects of education from curriculum changes and refinement, to the bargaining of contracts for the professionals in our school. I have fought for the rights of the students and for the rights of the people that teach them each day. It has been a personally rewarding career and until the QEO was legislated, I had no doubts about my life choice.

The QEO has done more to damage the education in Wisconsin than any other piece of legislation that I have witnessed. The letters QEO stand for Qualified Economic Offer but, in my district, the Board of Education interprets QEO to mean an excuse to Quit their Educational Obligations.

As soon as the law was imposed our school board quit bargaining. We didn't even get a contract the first year as our board came to the table with their Milwaukee attorney and immediately went to mediation with a minimum offer on the table. The staff at our school walked in front of the building every morning all winter until we finally got a mediator. Then we managed to get longevity pay in place for those master teachers who had not had a raise for two years. The first year of the contract was an imposed QEO and we settled for 3.8% for the next three years. The staff at MHLT was frustrated, but understanding at that point as we believed that during those first years our board did have some financial restraints on them with the new law.

Now we are at the bargaining table again and we know that there are no major financial restraints on our board at this time. They have told us that there is money available but they are not putting it into teacher's salaries. Our salary schedule had decreased since 1992-93. The longevity payments were taken away so the top teachers are making \$2000 less this year. The increase with the longevity pay was 3.6% over four years, which amounts to .9% increase per year for the teachers who should be the mentors and leading the Quest for Excellence in their Occupation.

Our bargaining sessions were delayed as the board and Milwaukee attorney were waiting for the State budget to be passed and signed. There was no

money on the table when we finally sat down this fall. Our staff brought several issues to the table that were not monetary in hopes of discussing these with the board for the betterment of education at our school. Thanks to the QEO there is no bargaining as we knew it anymore. The board and attorney have the percentages in their head and that is all there is to talk about. The law has given them the excuse they needed to circumvent the bargaining process. What a tragedy, at a time when the whole community should be working together for education. Any hopes of working together are squelched with this law in the hands of our board and their attorney. The QEO has increased the animosity between the teachers and administration and school board and as a result is hurting the educational opportunities for our children.

The QEO has allowed our school board to use all available resources to make many physical changes at our school. We have a new science wing for the middle school with all the latest technology. When we arrived at school this fall, there was a suspended 36" TV being installed in every classroom. I teach kindergarten and I really don't know what I will do with this TV hanging eight feet off the floor. However, my point is, that the QEO has allowed our board to use its resources to put a TV in every room and forget the turkey in every pot. The human resources at our school are being ignored because the QEO says you don't have to pay them any more than 3.8% or less and if we don't like it there is not much we can do. Our only recourse is to take actions to put pressure on the board and get the community involved. These actions take away from the growth of our school as an educational community. For us at this time QEO stands for Questioning our Educational Opportunities at our school. It also stands for Quitting our voluntary Educational Obligations. And for the younger staff, it stands for the Quest for Educational Options, as they look down the road five miles where they can make \$3000-7000 more doing the same thing.

What new teacher will want to come to our school when our base is so much lower than others in the state? How will we attract the brightest and the best? Who will be there to educate the children in our beautiful building? What is the educational system without the dedicated professionals that make it run?

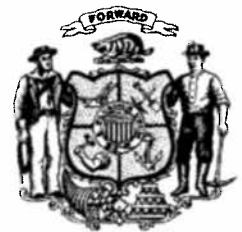
As I conclude my years in education, I want to look back with pride and

pleasure at the progress that has been made. I want to feel good about the profession that I left and I want to enjoy my retirement years. None of this is possible at this time with the effects of the QEO being felt all over the state. The educators of this state have made Wisconsin proud...we have done well.. Is this why we are being singled out and punished?

The QEO must be repealed so that educators can get back to what they do best and so that school boards like ours can no longer use it as an excuse to stop talking with teachers.



WISCONSIN STATE LEGISLATURE



Dear Mr. Potter, and members of the
committee;

I am a high school student at Madison
West with a deep interest in the QEO. I
was looking forward to speaking, however
due to time constraints am unable to
do so. Therefore I will express my
opinion in writing.

I suffer everyday from the effects
of the QEO, as my teachers are
removed from class to go to the
bargaining table - only to sit at an
impasse with the school district.
Additionally, the tension between teachers
and Administration poisons the atmosphere
of my education. These problems are
neither the fault of teachers or
local Administrators. ~~is~~

These problems are brought on solely
by the QEO imposed by the state Government.
An unfair, discriminatory law, which
is detrimental to the quality of my
education now, and an even steeper
curve of descent past mediocre to poor
education provided by demoralized teachers.
We cannot allow that to happen.

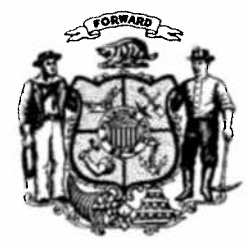
Mike Gilles

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Michael Gilles, Student
(608) 256-5055 gilles@execpc.com



WISCONSIN STATE LEGISLATURE



Good afternoon.

There is no doubt in my mind that the QEO is unfair. The important question is, "Why?". Teachers today are expected to do a lot more than teachers of 20 or 30 years ago. Our world has changed, and technology is the key. What is the future going to be like? We want our students to be prepared to live in and contribute to the future. That means we need the very best young people to become teachers as the teachers of today retire. We need to pay enough to attract the very best. Revenue caps and the QEO do not permit that to occur.

The public expects teachers to be up-to-date on the latest information and techniques in each teacher's specialty. Every 5 years the DPI requires 6 college credits or the equivalent. Most teachers exceed that. This takes time and money, time and money the school districts cannot afford. The money is paid by the teachers, as much as \$10,000 for a Master's degree. Salaries should reflect the education and training required.

Teachers have to cope with an increasing variety of problems created by society. To do so successfully requires training and innovative ideas. Money for these must come from somewhere. The bargaining atmosphere does not permit pursuing these without causing all or some teachers in a district to be penalized.

Teachers are being penalized on their retirement as much as \$300 per year for each year they continue to teach under the QEO. The value of the maximum salaries continues to decline when compared to inflation.

I have never heard anyone complain about a tax cut and nobody wants their taxes raised, but why is the increasing cost of education being partially funded by limiting salary increases and increasing the workload of only the teachers.

There are many reasons why Wisconsin is a good place to live and to run a business. One of the most important is the quality of our public education in spite of the problems in society. This will not continue to be the case if we don't value the job that teachers are performing. Writing standards and raising expectations is all well and good, but the job must still be done by the teachers. They should receive the pay and respect which they deserve.

Tom Gilmore
10223 W. Vera Ave.
Milwaukee, WI 53224

Impact of Revenue Caps

1. Money for field trips is limited. Almost all trips must be student funded.
2. Attendance by teachers at conferences concerning education must be paid by teachers or is limited.
3. Travel expenses have been cut.
4. Science equipment and supplies are cut. There is little money for audio-visual materials to be purchased or replaced.
5. Purchasing of library books is limited because the money must be used for technology (repair of computers, purchase of software, purchase of computer equipment).
6. Technology is often outdated because it is too expensive to replace or update.
7. Personnel have been cut.
8. Teachers' planning time has been cut. Contact time with students has been increased.
9. New textbooks cannot be purchased.
10. Damaged furniture cannot be repaired or replaced.
11. Pay for substitute teachers has not been increased making it extremely difficult for the District to get subs.
12. Extracurricular activities have had fees increased or have been cut. There are fewer choices for students.
13. Teachers have to purchase many of the supplies they use. Examples are: hole punches, pens and pencils, folders.
14. Pay increases for teachers at the maximums are less than cost of living increases and less than social security increases. (In Glendale this is 78.8% of the teachers.)

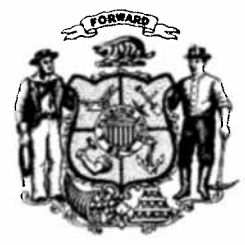
Why Qualified Economic Offer is unfair.

1. Teachers at the maximums who are the most experienced and have the highest degree receive the lowest pay increases. They are also the ones asked to assume leadership roles in school districts.
2. Salary schedules do not keep pace with inflation. The result is that as years go by beginning teachers receive lower relative starting salaries. Many of the best of our college students do not choose to enter teaching because of the low salaries. Furthermore, advanced degrees are expected and continuing education is required with the teachers paying the cost which runs over \$300 per credit or about \$10,000 for a Master's degree.
3. Innovative ideas may be ignored because of costs that would lower pay increases for other teachers or because the school district imposes a minimum QEO.
4. The quality of education in Wisconsin will eventually decline as the quality of teacher candidates goes down.
5. Retiring teachers are penalized from \$250-\$300 per year on their WRS retirement amounts.

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WISCONSIN STATE LEGISLATURE



My name is Diane Hedin, and I have been a teacher in the Hayward School district for 28 years. I have been a negotiator for over 20 years and was on the crisis committee in 1972 when the Hayward teachers went out on strike. Twenty five years ago our teachers struck over issues that seem far less important than the issues that face us today! I have, personally, sued the school district of Hayward for sexual discrimination twice and have prevailed. The QEO law discriminates and separates teachers from other professional, public employees. Because of this law, it is legal to discriminate against teachers and, in particular, women, who make up 70% of the teaching work force in the state.

The QEO law has reduced collective bargaining to a "take it or leave it" mentality, and, because of it, we stand to lose language that we have enjoyed in our contract for over 25 years; language that was so extremely important that we risked our jobs to walk a picket line. We all know that a school board can offer more than a QEO but some seem to enjoy the ability to say, "We're not obligated to offer anything beyond what the law allows." Because of this, the language that we have diligently and repeatedly fought for, for so many years at the bargaining table, is at the mercy of money, which we cannot live without! It seems to me that we have come full circle. We did not wish to step back in time! The Hayward teachers went out on strike because we were told that our proposals were nothing but "a bunch of shit" and that there was no money. In our first bargain under the QEO law our board was able to convince us that there was no money. Three months after the settlement, the district found "extra money." Who should we believe?

In our most recent negotiations, the Hayward school board, believed they were being generous by offering us a 3.8% full QEO; however, there were some strings attached to this settlement, and all of these strings were attached to contract language. We have now proceeded to mediation. I have included a copy of the board's preliminary final offer. You will notice that they have not included a salary increase of any kind and continue to try to erode our present contract.

It is my belief that a change must occur in the present QEO law. I should not have to decide which is more important, salary or class size, salary or insurance benefits, salary or time. Teachers shouldn't have to sacrifice pre-existing contract language to get a salary increase! It's a bit like paying for a car which I have already bought. True collective bargaining should not come with strings attached, spending caps or formulas! We need to get back to our negotiations tables as equals in a cooperative effort to reach settlements where no one side has an upper hand.

**HAYWARD COMMUNITY SCHOOL DISTRICT
PRELIMINARY FINAL OFFER
TO
NORTHWEST UNITED EDUCATORS
FOR A 1997-99 AGREEMENT**

Except as set forth in this Preliminary Final Offer, or in the Tentative Agreements reached between the parties, the terms and conditions of the 1995-97 Agreement shall become the terms and conditions of the 1997-99 Agreement.

1. **ARTICLE III - CLASS LOADS AND TEACHING HOURS** (pp. 2-4)

Section A (Class Size): The Union is placed on notice that this Section is a permissive subject of bargaining and shall expire and evaporate from the Agreement unless the Union expressly negotiates the continuation of the same in the successor Agreement.

2. **ARTICLE III - CLASS LOADS AND TEACHING HOURS** (pp. 2-4)

Section B (Teaching Hours and Teachers Schedules):

Subsection 1: Add the following to the current language:

Up to eighteen (18) times per school year, the teacher workday may be adjusted to 8:00 a.m. to 4:30 p.m. for purpose of faculty meetings and/or committee meetings authorized by the Administration. Except in the case of an emergency, teachers shall be provided at least a 24-hour advance notice of the altered workday.

Subsections 2(a) and 2(b): Revise the last sentence of the introductory paragraph to read as follows:

Teachers who are assigned workloads in excess of the foregoing shall receive additional compensation as follows:

Subsection 3: Revise the third sentence to read as follows:

Teachers who are assigned workloads in excess of the foregoing shall receive compensation.

NOTE: The Union is placed on notice that the use of the term "voluntarily" in the above-referenced subsections is a permissive subject of bargaining and shall expire and evaporate from the Agreement unless the Union expressly negotiates the continuation of the same in the successor agreement.

3. **ARTICLE IV - TEACHING ASSIGNMENTS** (pp. 4-6)

Section E (Layoff Policy): Revise the last sentence in the third paragraph to read as follows:

This exemption may be invoked three (3) times per year by the Board.

4. **ARTICLE V - SALARY PRACTICES** (pp. 6-9)

a. Section C (Teaching Substitutes):

(TA) i. Change "1995-96" to "1997-98 and "1996-97" to "1998-99."

ii. Change the last paragraph to read as follows:

This formula will also be used to determine the Summery School hourly rate, the hourly pay for Saturday work and the hourly rate for approved curriculum work. Work performed between July 1 and the first teacher day on the yearly school calendar will be paid at the previous year's rate.

(TA) b. Section H (Wisconsin Retirement Fund): Revise the first two sentences to read as follows:

The Board of Education will pay to the Wisconsin Retirement Fund 6.4 percent of the teacher's annual compensation. This percentage shall be revised, as necessary, to reflect the actual require employee contribution for the 1997-98 and 1998-99 contract years.

(TA) 5. **ARTICLE VII - VOLUNTARY DUES DEDUCTION** (p. 9)

Delete this Article. See Section B of Article XVI.

6. **ARTICLE IX - LEAVES OF ABSENCE** (pp. 11-14)

(TA) a. Section A (Maternity Leave): Delete this Section - Obsolete.

(TA) b. Section G (Worker's Compensation): Revise to read as follows:

Employees injured on the job and receiving worker's compensation benefits shall have the choice of one of the following methods of payment:

1. The employee shall receive the worker's compensation check only, or;
2. The employee shall receive the worker's compensation check and shall be issued a supplemental check for the difference between the worker's compensation benefits and the employee's regular net pay, subject to the following conditions:
 - a. The employee has accumulated sick leave.
 - b. The supplemental payment shall be charged against the employee's accumulated sick leave and shall be paid only to the extent of the accumulated sick leave.
 - c. The employee must provide documentation of the actual receipt and the amount of each worker's compensation payment.

7. **ARTICLE XI - THE BOARD OF EDUCATION FUNCTIONS** (pp. 15-16)

Section 13: Change "1995-97" to "1997-99"; change "1994-95" to "1996-97."

(TA) 8. **ARTICLE XIII - DISCIPLINE PROCEDURE** (p. 16)

Section B: Delete the second sentence--obsolete.

9. **ARTICLE XIV - LIQUIDATED DAMAGES ON RESIGNATION** (p. 17)

Add an additional paragraph to read as follows:

At the Board's discretion, the Board may deduct such damages from any paychecks due and payable to the employee.

10. **ARTICLE XVII - DURATION** (p. 18)

Change "August 18, 1995" to "July 1, 1997" and "August 17, 1997" to "June 30, 1999"

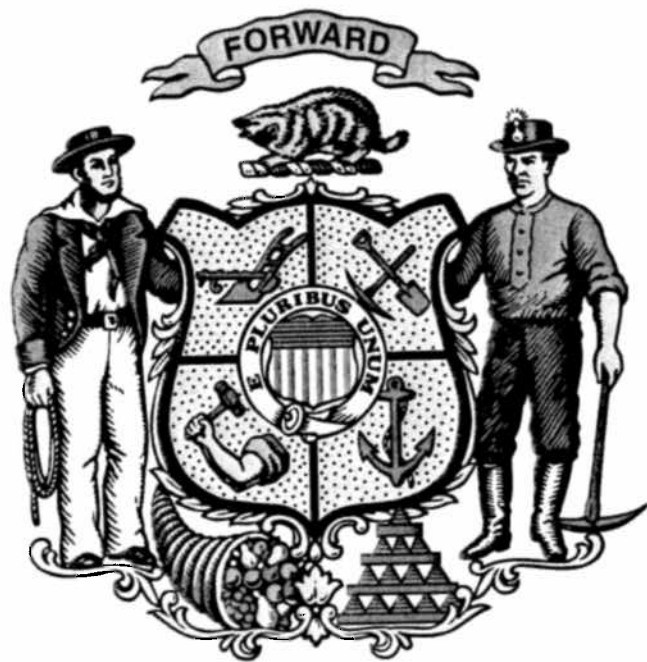
11. **APPENDIX B - EXTRA-CURRICULAR SCHEDULE**

- (TA) a. Add - "Department Head at the rate of \$1,200 per year for each year of the contract."

- b. Delete the footnote which reads, "All assignments shall be voluntary and itemized."
- c. Delete the second paragraph under "Explanatory Notes."
- d. Add the following:

Positions set forth in Appendix B are bargaining unit work and shall first be offered to bargaining unit members who volunteer for such positions and who are qualified. In the event no qualified bargaining unit members volunteer, the Board reserves the right to assign the positions to bargaining unit employees, or, at its discretion, employ a non-bargaining unit member for the position. If a non-bargaining unit member is employed for the position, the position shall not again be available to bargaining unit members until such time as the employment relationship with the non-bargaining unit member is terminated by the Board and/or non-bargaining unit member.

- 12. The Board reserves the right to add, modify or delete proposals during the course of negotiations.



Good Afternoon Senators,

My name is Tom Kuziej and I have been a teacher at Hayward High School for over 26 years. For many of those years, I have been involved with our negotiations team in bargaining with the school board. Because of this background, I was asked by my colleagues to attend today's hearing and to attempt to explain to you the frustration that the teaching staff has felt in Hayward as a result of the QEO regulations.

Before the QEO, teachers and boards went to the bargaining table in roughly equal positions. I know that it was popular belief that the laws that allowed for binding arbitration somehow favored the teachers. I want you to know that that was not our experience in Hayward. The only contract that we ever submitted to final arbitration was awarded to the district. What the old laws did was require each side to treat each other with respect and reasonableness. As a result, true collective bargaining took place.

Since the advent of the QEO, collective bargaining in Hayward has been reduced to collective begging. There is no equity at the negotiations table. Of course, equity was probably not what the legislature had in mind when it created the QEO. The QEO allows for one group, certified teachers, to be restricted in their abilities to bargain for the wages, hours, and working conditions. The QEO requires experienced staff to subsidize the experience increases of the younger teachers. This law has allowed costing of the QEO to be based on false assumptions, with the district being able to pocket the savings from retired staff. Finally, and most discouraging, is the fact that experienced Hayward faculty have lost ground to the cost of living over the past three years. To emphasize this point, I have included a chart that illustrates the three year impact of the QEO on Hayward salaries.

This year in bargaining, the Hayward board has only been willing to offer more than the minimum QEO (which would pay experienced staff only a 1.53% increase) if teachers would agree to eliminate effective class size language, agree to involuntary overload assignments which would eliminate preparation time, agree to make extra duty assignments involuntary, and accept a permanent 5% per year cap on health insurance premium increases. Such proposals hold hostage our ability to negotiate fair salary increases.

I've read that the QEO and cost control law is popular in the state of Wisconsin. I know that politically it is difficult to oppose laws that are popular. I would, however, note that popular does not always mean right. The law which created the QEO is unjust. It discriminates and denies teachers the right to fair collective bargaining. It has created an atmosphere in which labor relations and teacher morale will continue to worsen. Is that the vision of education we want for Wisconsin? Please help to end the QEO.

**THREE-YEAR IMPACT OF THE QEO
ON HAYWARD TEACHER SALARIES**

February 5, 1997

1. MA Maximum Step - No Credits
2. 1993-94 Salary → \$40,674

YEAR	QEO	CPI	\$ DIFF.	CUM. \$ DIFF.
1994-95	41,292 (1.52%)	41,793 (2.75%)	\$ 501	\$ 501
1995-96	42,101 (1.96%)	42,942 (2.75%)	\$ 841	\$1342
1996-97	43,057 (2.27%)	44,123 (2.75%)	\$1066	\$2408

3. In three years, the MA Maximum Step has decreased \$1,066 vs. the CPI. A teacher at that step has suffered a \$2,408 loss to the CPI.
4. Impact on Retirement of 30-year teacher retiring at the end of the 1996-97 school year.

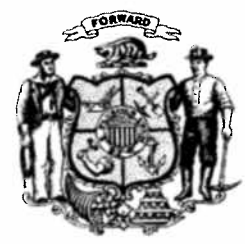
QEO Final Average Earnings → 42,150 (3513)
 CPI Final Average Earnings → 42,953 (3579)

QEO Monthly Annuity → \$1,686/month
 CPI Monthly Annuity → \$1,718/month

\$32 x 12 = 384/year for life.



WISCONSIN STATE LEGISLATURE



My name is Bob Lehmann.

I have been a teacher with Milwaukee Public Schools since 1972.

For the past year-and-a-half, I have been the coordinator of the TEAM program in MPS. (The TEAM program is a collaborative effort on the cutting edge of reform in Milwaukee designed to identify teachers performing below standard, provide intensive assistance, and either return them to a quality level of performance or, if assistance is unsuccessful, help them exit the profession).

I am also the vice-president of the Milwaukee Teachers' Education Association.

Like others here today, I come to speak against a law which I believe is mean-spirited in its nature and devastating in its impact.

I want to focus my remarks on just one aspect of this law which I am convinced was crafted in such a way as to deceive, not only the general public, but to deceive some of the very legislators who passed it into law. I'm speaking of the costing method (referred to as the cast-forward method) that is used in determining compensation for teachers under the QEO law.

My comments today are not designed to be a monologue on the technical aspects of QEO, but rather to point out as best as I can why a 3.8% raise is not a 3.8% raise, why it is not even a 2.1% raise. I would rather that my remarks provoke questions that may lead to an opportunity for dialogue so that I, or one of my colleagues here, may explain to you in greater detail why the teacher salary schedule in Milwaukee rose by a mere 4.5% over the past five years; this computes to a meager 9/10ths of a percent raise for each of the last five years - a far cry from the 3.8% per year increase (or 19% raise over 5 years) the public, and I firmly believe many of you, assume teachers have been receiving.

I might point out that I have negotiated salaries for the teachers in Milwaukee since 1979, and I find the cast-forward method of costing the QEO deviously brilliant, but it bears no resemblance to reality, and in Milwaukee each year it costs every teacher \$1,100 in salary. I say it costs each teacher this amount, because under the QEO costing formula teachers are charged this amount, even though only a fraction of it ever makes its way to the teachers' pay checks.

Here is how the cast-forward method works:

Each year in April the school district takes what they call a snapshot of the current salary schedule with each teacher placed in his or her appropriate cell. For Milwaukee, in April of 1995 the total teacher compensation was costed at roughly \$252 million. To determine the total cost to the district for the following year, the costing formula then moves everybody up one step and computes the new total compensation figure. For 1996, this was calculated at \$259 million; an increase of \$7 million.

What is faulty with this artificial costing method is that it doesn't take into consideration that some 200 teachers with over 20 years of MPS experience (and at the top of their salary lane) retired and were replaced by 200 brand new teacher starting at a salary of \$24,000. What this means is that the total compensation costing is charged against the



Good afternoon Chairman Potter, Honorable Members of the Senate Education Committee I'm Sharon Nielsen. I reside in the Town of Cloverland, Vilas County. I'm a member of the Northland Pines Board of Education and Chairwoman of the Negotiations Committee. Our school district encompasses 400 square miles. We serve a total of 1641 students and have a staff of 114 educators. I am here today to speak in opposition to Senate Bill 318. Educators HAVE been singled out among the larger group of public employees. But so have the school districts. No other public entities have been singled out for the imposition of revenue caps. Before QEO, teacher salary increases of 6 to ^{8%} 12% annually were causing runaway budgets, creating ever increasing tax burdens. The public outcry resulted in the imposition of the revenue caps and the creation of the QEO as a measure of cost control.

Let me tell you about the contract proposal submitted by the Northland Pines Education Association for the 1997-1999 school years. Not only does the proposal include salary and fringes in excess of the 3.8 QEO. They have actually proposed a 4.2% increase in salary and fringes. But, the remaining contract proposals would cost the Northland Pines School District an additional \$403,634.00 in the first year.

Repealing the QEO while leaving the revenue caps in place is just plain bad business. What business can stay afloat with runaway costs on the one side of the ledger sheet and involuntary cost controls on the other. Add to this the proposal in SB 318 that an arbitrator could not give any weight to economic conditions of the school district or to any revenue limitations and you have written a formula for bankrupting the public education system as we know it.

In Northland Pines \$.87 of every educational dollar is eaten up by salaries and fringes. The revenue caps and QEO formula were imposed to prevent runaway school costs from breaking the backs of the taxpayers. In Vilas County, the average annual salary is approximately \$16,000.00. By contrast, the range of salaries enjoyed by the Northland Pines teaching staff (not including fringe benefits) is \$24 to \$48,000.00. Where is the inequity?



Good afternoon. My name is Mary Lee Reineking and I am an elementary special education teacher from Stevens Point. I want to thank you for giving me this time today. I'm here because I feel very strongly about the impact the QEO law is having on Wisconsin's teachers and the future of education.

Besides teaching in Stevens Point, I am actively involved in bargaining for the teachers. I agreed to be their negotiations spokesperson this year for the first time. I've never figured that was something I was cut out to do. However, we have developed and consequently enjoyed an atmosphere of collaboration and mutual respect among our teaching staff, administration, and school board over the past several years. So even though I didn't see myself as a tough bargainer, I knew I could collaborate and help problem solve. We've tried that over multiple meetings, and I've ended up totally disillusioned. We've had discussions, we've shared ideas, we've tried to be fair and sensible—all to no avail because, in spite of sense and reason, the ultimate bottom line was the QEO. That was the beginning, middle, and end of the school board's position. They listened to our concerns, let us dig through volumes of records in order to help them figure out what they could afford, appeared to be sympathetic, and then invoked the QEO. End of discussion. No negotiations. QEO. Period.

Since this law has been in effect, the expectation for negotiations is this: The board offers a QEO. The teachers sit down and say "yes". If we introduce language items for discussion, they are rather put out. If we ask for a cost of living increase in salary, they're smug in their QEO position. This law has given school boards an easy way to avoid reason, fairness, discussion, and has made affordability irrelevant.

I said I was disillusioned and I am. So are my colleagues. We believed that consensus could be reached if people would work together, be open, reasonable, and fair. These are values we try to live by and to convey to our students. I truly believe that the whole system of education works best when everyone works together, but this law undermines collaboration. When my employers say that they understand and appreciate the nature and quality of work we do but refuse to even consider any reasonable or affordable solution to compensation while hiding behind the QEO law, I lose some faith in the system.

Over the last three years cumulatively, I have received a 4.14% increase in salary. I don't understand the expectation that teachers will willingly work their hearts out to make sure kids get a quality educational experience while, at the same time, be satisfied to lose ground to the cost of living annually. And I don't understand how anyone can believe that if this continues indefinitely, education as a profession will be able to continue to attract competent young people to its ranks. This law has now been in effect long enough that it's impacting the retirement earning potential of loyal career teachers, impacting teacher recruitment and retention, and impacting educators' and potential educators' career choices.

I think our government could do a much better service to education by encouraging people to work together, to seek affordable solutions, to be creative, and to negotiate differences. And it certainly would be a service to education to make sure that today's young people who might be considering careers in education know that the state's leaders value the contributions of educators and are willing to see them fairly compensated. But you'll need to repeal this QEO law to make it happen.