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WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

STATE OF WISCONSIN

BEFORE THE MEDIATOR/ARBITRATOR

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In the Matter of the Petition :
of :
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JEFFERSON FEDERATION OF TEACHERS, : Case XIV
LOCAL 3277, WFT, AFT, AFL-CIO : No. 32020 MED/ARB-2389
: Decision No. 21230-A
To Initiate Mediation-Arbitration :
Between said Petitioner and :
:
SCHOOL DISTRICT OF JEFFERSON :
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APPEARANCES: STEVE KOWALSKY, Staff Representative, Wisconsin Federation of Teachers, appearing on behalf of the Union.

Melli, Walker, Pease & Ruhly, S.C., Attorneys at Law, by JAMES K. RUHLY, appearing on behalf of the District.

ARBITRATION AWARD

The School District of Jefferson, Wisconsin, hereinafter referred to as the District or Employer, and the Jefferson Federation of Teachers, Local 3277, WFT, AFT, AFL-CIO, hereinafter referred to as the Union, are parties to a two-year Collective Bargaining Agreement, covering the school years 1982-1983 and 1983-1984, which provides for a reopener of negotiations concerning certain economic matters, including the salary schedule for the 1983-1984 school year. The parties entered into negotiations pursuant to said reopener and reached agreement on a number of matters but were unable to reach agreement on the salary schedule to be included in their Collective Bargaining Agreement for the 1983-1984 school year. On August 8, 1983, the Union filed a Petition with the Wisconsin Employment Relations Commission (WERC) for the purpose of initiating mediation/arbitration pursuant to the provisions of Section 111.70(4)(cm)6. of the Wisconsin Statutes. The WERC investigated the dispute and, upon determination that there was an impasse which could not be resolved through mediation, certified the matter to mediation/arbitration by order dated December 2, 1983. The parties thereafter selected the undersigned from a panel of mediator/arbitrators submitted to them by the WERC and the WERC issued an order, dated December 21, 1983 appointing the undersigned as mediator/arbitrator. The undersigned endeavored to mediate the dispute on January 31, 1984, but mediation proved unsuccessful. Neither party expressed a desire to withdraw its final offer and a hearing was scheduled for February 9, 1984, at which time the parties presented their evidence. Post-hearing briefs were filed and exchanged on March 16, 1984. Full consideration has been given to the evidence and arguments presented in rendering the award herein.

THE ISSUE IN DISPUTE

By the terms of the final offers which were filed with the WERC, both parties would incorporate all tentative agreements reached during the negotiations and mediation by the WERC into the 1982-1984 Collective Bargaining Agreement. Further, both parties would incorporate their proposed salary schedule into

said agreement, with the understanding that it would be applicable to the 1983-1984 school year, retroactively. In the Union's final offer it specifically proposes and effective date of such retroactivity of July 1, 1983 and it also proposes that all retroactive moneys shall be paid by separate checks not more than 30 days from the date of the award herein, if its final offer is accepted.

Both parties agree that the sole issue in dispute relates to the content of the 1983-1984 salary schedule and that said dispute is limited to the question of the salary base which will be utilized for purposes of computing the schedule. The District proposes that the salary base be increased by \$800 and the Union proposes that the salary base be increased by \$1,000.

The structure of the 1982-1983 salary schedule includes 11 lanes, reflecting credit earned beyond the bachelor's degree, and experience steps or increments ranging from 8 in the BA and BA+6 lanes to 16 in the MA+24 and MA+30 lanes. The first 5 experience steps or increments reflect 4% increases; the next 5 experience steps or increments reflect 4.5% increases; and the remaining experience steps or increments reflect 5% increases. There is \$200 added between lanes up to the MA lane, which increases in the amount of \$500 and there is \$200 between lanes thereafter through the MS+30 lane. The 1983-1984 salary schedule, as it would appear under each of the final offers, is attached hereto and marked Appendix A.

For purposes of this proceeding, the parties have agreed that the costing of their respective final offers is as follows: The District's final offer would increase the District's total costs due to the salary schedule alone in the amount of \$192,007 which is equal to an increase of 7.05%. When the cost of other items such as changes in extra duty pay which were agreed to during the negotiations, state teachers' retirement fund contributions, and increases in life insurance premiums, are taken into account, the total cost increase is equal to \$211,365 or 7.76%. Under the Union's final offer, the District's cost increase attributable to the salary schedule alone, would amount to \$227,486 or 8.36%. When the additional costs attributable to extra duty pay, retirement, and life insurance are added in, the total increase in cost under the Union's proposal would equal \$249,806 or an increase of 9.18%.

UNION'S POSITION

In its argument, the Union focuses on three of the seven enumerated statutory criteria for purposes of evaluating final offers. Those criteria are comparisons, overall compensation, and changes in the relevant data for purposes of making comparisons during the pendency of this proceeding. In the Union's view there is no issue in this proceeding concerning the lawful authority of the District, the interest and welfare of the public or the financial ability of the District to pay, and changes in the cost of living. The stipulations between the parties are part of the record in this proceeding and are reflected in the costing figures agreed to.

With regard to the comparison criterion, the Union points out that both parties limited their evidence to comparisons involving groups of employees performing similar services in public employment, i.e., public school teachers. The parties do differ as to the proper set of comparable school districts to be utilized for this purpose, and the Union argues that its

proposed comparable groupings are the most logical and manageable. According to the Union, the most comparable grouping consists of those school districts within the same athletic conference (Southern Lakes) which operate K-12 systems. According to the Union, these districts are of comparable size, as measured by student enrollment and full-time equivalent teaching staff. The District would be in the approximate middle of the range of this grouping of districts which includes Burlington, Delevan, East Troy, Milton, and Whitewater. Because Burlington is a significant larger system, the Union would agree that the District is perhaps most comparable to the other five schools included in this grouping.

In support of its contention that the athletic conference schools represent the most comparable grouping, the Union points out that the Wisconsin Intercollegiate Athletic Association takes into account both geographic proximity and school size when it establishes athletic conferences, in order to maintain competitiveness and to hold down expenses. For this reason such conferences are routinely utilized for purposes of comparisons, according to the Union, and the Union argues that such utilization in this case would be appropriate.

According to the Union, the second most comparable "group" consists of one district, Fort Atkinson. While Fort Atkinson is not in the same athletic conference, it is a K-12 district which is contiguous to the District and is of comparable size.

Thirdly, the Union argues that another, less comparable grouping that could be utilized for this proceeding consists of four districts which are proximate to the District but smaller in size. Those districts are Cambridge, Lake Mills, Johnson Creek, and Palmyra. Finally, in support of this grouping, as well as the other groupings, the Union argues that the cost per member figures provided by the Department of Public Instruction for the districts in question, further support their comparability in this proceeding.

On the other hand, the Union argues that the Employer's "shotgun approach" to the comparability criterion, is subject to the criticism that it is "constantly changing," "totally self-serving," and "serves to confuse and distort the record." The Union points out, for example, that the District relies upon contiguous districts and CESA No. 17 Districts for purposes of comparing base salary increases and total package increases (to the exclusion of districts in the Southern Lakes Conference and other districts in the county) but switches to a "random sampling" of Southern Lakes Conference schools for purposes of its five-year comparison of salary increases, and then switches again to Rock Valley Conference schools and back to a different grouping of Southern Lakes Conference schools for purposes of later exhibits. Because of this "constant shifting of comparables" and "selective inclusion and exclusion of districts," the Union urges that the District's comparables be rejected.

In comparing its final offer package to the districts deemed comparable by the Union, the Union acknowledges that its final offer package is somewhat on the high end of the settlement range. However, according to the Union, this is justified based on the need to catch up to comparable districts. This fact is graphically demonstrated, according to the Union, by the ranking of the District in comparison to all of the other districts included in the Union's group of comparables, at six benchmark salary points. Thus, in 1982-1983 the District was ranked twelfth out of twelve at five benchmark salary points

(BA minimum, BA-step 5, MA-step 10, MA maximum, and MA+24 maximum) and was ranked eleventh out of twelve at the BA maximum point. The Union acknowledges that the Employer's offer does improve its rank status at all points except the MA+24 maximum, but argues that this improvement relates predominantly to the "least comparable districts." When a comparison is made to the "most comparable districts" (Southern Lakes Conference and Fort Atkinson) the District's offer still ranks last at every point, except for the BA-maximum point. On the other hand, the Union points out that its offer improves the District's ranking to a greater extent and that, among the "most comparable districts" the District's ranking improves at four of the six points of comparison.

The Union also argues that its offer is more reasonable on the basis of real dollar gains at the same benchmark salary points. In 1982-1983 District teachers were below the average of all 11 comparable districts at every salary point analyzed, according to the Union. The Union's offer would reduce this difference in every category, but not eliminate the difference. On the other hand, according to the Union, the Employer's offer does not even preserve the status quo under this analysis. It would offer "insignificant improvements" in the range of \$13 to \$30 in the first three categories but would result in major increases in the dollar differences in the other three categories. According to the Union, this evidence flies in the face of the Employer's claim that it is making an effort to improve the relative compensation of District teachers. In this regard, the Union points out that most of the Employer's data is based on percentage analysis and ignores the "real dollar picture."

Using the District's data introduced at the hearing, the Union has computed the corresponding 1979-1980 salary figures for the school districts compared. According to the Union, that data shows that, as measured in real dollar differences, teachers who work for the District have lost ground in relation to such other school districts such as Lake Mills and Whitewater, even according to the District's own figures. It was for this reason, according to the Union, that the District did not present dollar figures and relied instead upon percentages. According to the Union, if a comparable analysis had been made in relation to the "most comparable districts" (Southern Lakes Conference and Fort Atkinson) a similar, regressive picture would be demonstrated.

The Union also challenges the persuasiveness of the District's data relating to the percentage increases experienced by the seven teachers who began their employment in the 1979-1980 and are still teaching for the District. Because only percentage figures are utilized, the Union argues that there is a high likelihood that the real dollar increases over the same five year period would be higher for the other districts reflected in such exhibits. According to the Union, the comparison drawn to Rock Valley should be rejected as irrelevant and the balance of the District's comparisons are "statistically unsound." Because the number of districts utilized for purposes of attempting to measure the District's relative effort to improve salaries does not remain constant throughout the exhibits; these exhibits are deemed to be of little or no value, according to the Union. Thus, if the six districts which are dropped from the grouping for purposes of the 1983-1984 average happened to be higher salaried districts, the result would be a skewed presentation.

With regard to the criterion of overall compensation, the Union argues that this criterion also supports its "catch-up" argument in this proceeding. In this regard the Union points to its data which shows that the District is only one of two

districts where the equivalent of the full health insurance premium is not paid by the Employer. Secondly, the Union points out that its data also shows that the District is only one of two districts where long term disability is not provided. Finally, in this regard, the Union points out that the number of work days provided by contract (including face to face instruction, parent conferences, and in-service), is 2.1 days longer than the average in its comparable grouping.

In summary, the Union argues as follows:

"The Jefferson salary schedule is low. The Union's final offer provides some measure of 'catch-up'. The Employer's offer is regressive. Since both parties have relied solely on comparability to advance their respective cases, the Union's final offer more closely complies with the intent of the law which, in the instant case, is to raise Jefferson teachers to a more comparable level. Therefore, the Union's final offer is more reasonable and should be incorporated into the collective bargaining agreement."

DISTRICT'S POSITION

It is the District's position that four of the seven statutory criteria are "dispositive" of the dispute in this proceeding. Those four criteria are the interests and welfare of the public, comparisons of wages, cost of living, and "other factors" normally or traditionally taken into consideration in the determination of appropriate wages through voluntary collective bargaining. It is the District's position that in making comparisons of wages the wages of teachers employed by the District should be compared with the wages of other teachers in contiguous districts or "otherwise comparable school groupings."

In support of its position the District makes three basic arguments. The District's first basic argument relates to its claim that its proposal will continue the District's efforts to improve the standing of its teachers among comparable districts in the area. The District acknowledges that teachers in its employ have not compared favorably with the compensation paid to surrounding school districts. This fact is reflected in both Union and District exhibits. Thus, according to the District, whether comparisons are limited to contiguous districts or are expanded to include other districts located in Jefferson County or the several athletic conferences to which the District has belonged in recent years, its teachers' salaries have traditionally been at or near the bottom of such rankings.

Nevertheless, according to the District, its offer improves "in a more reasonable fashion" the relative standing of District teachers in their first year of employment in either the BA or MA lanes. Thus, utilizing the Rock Valley Conference for purposes of comparisons, the District has moved up from the bottom under the Board's proposal at both the BA and MA base. On the other hand, the Union's offer would raise the District in its ranking in that conference to a higher level than the parties have previously achieved through voluntary negotiations.

The District also points to other exhibits which it alleges demonstrate that the Board's offer continues a steady trend toward improvement. Thus, for example, under its offer the District's base salary has increased from 98% to 99% of the average base salary; and its BA top salary and MA top salary

have increased in the last five years by 103% and 108% of the five-year average increase for Jefferson County districts reflected in Board exhibits.

Similarly, the District points to the example of the seven teachers first hired during the 1979-1980 school year and who are presently employed. When their salaries are ranked among the ten districts reflected in Board exhibits, their ranks improved by at least one ranking in each case during the five-year period. The ranking of one teacher improved two slots, from ninth to seventh, out of ten. Percentage increases enjoyed by these teachers have been above average, according to the District. According to the District, it is not surprising, but unfair, that the Union "ignores" this pattern of improvement. Instead, the Union limits its exhibits to a one-year comparison among districts in an athletic conference that was not considered "comparable" until the commencement of the 1982-1983 school year, when the District was placed in the Southern Lakes Athletic Conference. Even so, according to the District, an analysis of Union exhibits demonstrates that the Board's offer is more reasonable.

For example, using data provided in a Union exhibit comparing salaries at the BA minimum, the Board points out that its \$800 offer is \$142 greater than the average for those eight districts which have settled on their 1983-1984 salaries and would reduce the amount by which the District's BA minimum salary was below average from \$582 to \$440. The District points out that the range of dollar increases among those same eight districts ranges from a low of \$425 at Palmyra to a high of \$870 at Elkhorn. Even the Union's final offer at Burlington would only increase the base by \$805. The District points out that none of the comparisons utilized by the Union involve an increase near the \$1,000 increase sought by the Union except for East Troy, where the Union apparently seeks a \$1,250 increase. According to the District's calculations, similar results occur when the Union's final offer is analyzed at each of the other five benchmark points. In each case the Union's final offer seeks a higher dollar figure than the average for the settled districts and in some cases higher than the greatest increase found in any one of those districts.

Using these comparisons based on District data and Union data, the District argues that the District's offer continues the improvement started five years ago at an affordable and realistic pace, whereas the Union's offer would greatly accelerate the pace of improvement, in the absence of any justification shown.

Secondly, the District argues that when its base salary proposal is compared to that provided in contiguous districts, OESA 17 districts and other Jefferson County districts, it should be found to be competitive among these "basic comparable groupings." This is so whether one looks at the dollar amount of the base salaries involved, or the increase in the dollars or percentages from year to year. Base salary increases in contiguous districts ranged from 445 to \$745 compared to the Board's offer of \$800. This \$800 amounts to a 6.3% increase in base salary compared to the highest among the five contiguous districts, Fort Atkinson, at 5.8%. The total package percentage increase for the five contiguous districts is approximately 7.5%; whereas, the Board's package offer amounts to 7.8%.

In the case of the CESA 17 districts, the Board points out that only one such district would have a percentage increase in base salary greater than that provided under the Board's offer. That district (Beloit) is larger and the District ranks well above third place, Fort Atkinson, at 5.8%. The Union's offer of nearly 8% is clearly out of line with these comparisons, according to the District. A similar result occurs when the total package increase figures are compared.

When comparisons are made to other districts within Jefferson County, the District data shows that its percentage increases over a five-year period have compared quite favorably to the other districts. When additional information concerning the five Southern Lakes Conference districts for which information is available, is included, the District's BA salary base proposal would exceed the average for such districts, albeit not by the same percentage as would the Union's.

Based on these comparisons, the District argues that its offer must be deemed reasonable and that the Union's offer must be deemed "less reasonable." The District contends that its offer more closely continues the parties' voluntary agreed upon course of improvement without extravagance.

Thirdly, the District argues that the mediation/arbitration process should not be allowed to reverse historical patterns of teacher salary compensation. The District argues that the existence of the mediation/arbitration law may be one of the reasons why the District has engaged in an effort to improve the standing of its teachers relative to appropriate comparable groupings. However, it points out that in any comparability grouping, one district will be ranked last and one will be ranked first. The parties have voluntarily agreed upon improvement over the last five years and the Union now seeks to have the arbitrator accelerate the process of improvement and "leap frog" the District's compensation of teachers. If this posture is generally accepted in Wisconsin, it will mean that those districts at or near the bottom of a particular comparability grouping in a given year could utilize arbitration the following year to improve their position, a practice which is without merit and would make for bad psychology and policy, according to the District. On the contrary, school districts should be encouraged to do as the District here is doing, i.e., engage in a long-range effort to improve its compensation package. Where the proof establishes that such is the case, the mediator/arbitrator should allow the voluntary efforts to succeed. While the exhibits may show that teacher compensation has not been as attractive as in some other districts, that fact has been the result of years of voluntary agreements, including years where health insurance has taken a large portion of available dollars.

With regard to the issue of overall compensation, the District points out that 90% of the health insurance premium paid by the District may in fact exceed 100% of the premium in other districts used for purposes of comparison by the Union. In addition, the fact that District teachers are scheduled to work approximately two days longer than the average in other districts deemed comparable by the Union, could easily be offset by the fact that the District allows employees to forego making up as many as five snow days in any given year.

In conclusion, the District argues that it is neither appropriate nor necessary for the Union to invoke the provisions of the mediation/arbitration statute to "rescue it from the foreseeable and appropriate consequences resulting from the parties' prior agreements" and argues as follows:

"There is nothing complicated or fancy about the Board of Education's position in this proceeding. The Board has advanced a proposal which is somewhat, but reasonably, better than the average for the school districts with which the Jefferson teachers are comparable or in contact. The total package increase is 7.8%; the percentage increase in salary monies alone is over 8.1% (Board Exhibit 3)

"The Union advances a salary proposal amounting to a 9.2% package. The Union's package would cost

the School District taxpayers approximately \$40,000 more than the Board's offer.

"With the inflation rate hovering in the 3.5% area, the salary increases proposed by the Board are neither stingy or inadequate. The Union has presented no justification for the arbitrator to accelerate the improvement process. It is unreasonable to invoke the mediation-arbitration process in circumstances where, as here, the employer is engaged in a steady and meaningful voluntary course of action."

DISCUSSION

An analysis of the parties' positions in this case is generally complicated by the lack of a consensus as to the appropriate comparables which should be utilized for evaluating the parties' respective final offers. To some extent this lack of consensus is attributable to the fact that the District has experienced two changes in its placement within athletic conferences within recent years. Most recently, the District was placed in the Southern Lakes Conference which is somewhat geographically disbursed and includes a number of Union high schools. The Union would limit its comparisons to Burlington, which is in the eastern half of the Southern Lakes Conference, and Delevan, East Troy, Elkhorn, Milton, and Whitewater, all of which are, like Jefferson, in the western-half of the Southern Lakes Conference. However, two of these districts, Burlington and East Troy, have not settled on the terms of their 1983-1984 salary schedule and were in final offer arbitration procedures at the time that the record in this proceeding was closed. Further, one of these districts, Milton, has apparently established a "compressed" salary schedule which cannot be used for comparison purposes in the view of the undersigned. Of the Southern Lakes Conference schools urged for comparison purposes by the Union, this leaves Delevan, Elkhorn, and Whitewater. However, it should be noted that Delevan and Elkhorn lie outside of Jefferson County and Whitewater only lies partially within Jefferson County.

The District takes the position that the most comparable districts are those contiguous districts and other districts which lie wholly within or nearly wholly within Jefferson County. As the Union points out, this grouping includes some districts which are substantially smaller than the Jefferson district but does include Fort Atkinson which is not only contiguous but very similar in size. In fact, the Union urges that Fort Atkinson be considered as the second most comparable "group" available for comparison purposes. The Union's third group of other contiguous districts, consisting of Cambridge, Lake Mills, Johnson Creek, and Palmyra, would appear to have considerable merit under the circumstances. The use of CESA 17 districts (based on their current but soon to be changed composition) and the use of the District's old athletic conference, would appear to be very questionable under the circumstances.

For these reasons the undersigned has concentrated his analysis on eight school districts, all of which are included in the Union's groups of comparable districts and have settled for 1983-1984 on the basis of a salary schedule which can be readily compared to the District's salary schedule. To recapitulate that group excludes Burlington, East Troy, and

Milton, but includes Delevan, Elkhorn, Whitewater, Fort Atkinson, Cambridge, Lake Mills, Johnson Creek and Palmyra. These are the same eight districts which the Employer analyzes in its brief, based on Union provided data.

In its exhibits and arguments the Union focuses on six salary benchmarks for purposes of comparison. Those benchmarks are the BA minimum, BA-Step 5, BA-maximum, MA-Step 10, MA-maximum and MA+24-maximum. For purposes of the analysis herein, each of those benchmarks will be discussed separately.

At the BA minimum step the District's 1982-1983 salary schedule provided a salary of \$12,600 which was \$582 less than the average salary provided at that step by the eight districts in question. During that same year the District stood in last position among these districts and was \$100 behind the next highest district, Cambridge. Under the Union's offer, the BA base salary would be increased \$1,000 or 7.9%. This increase would be \$343 greater than the average increase for the group of eight analyzed and \$130 higher than the highest in that group, Elkhorn. Similarly, it would provide a percentage increase which was 2.9 points higher than the average increase for the group and 1.6 higher than the increase at Elkhorn. On the other hand, the District's offer would also exceed the average increase, albeit by \$143 and would provide a dollar increase higher than all but one of the eight districts analyzed. In terms of percentage increases, the District's offer is 1.3 points higher than average and equal to the highest percentage increase, that of 6.3% at Elkhorn. Finally, the Union's offer would reduce the dollar amount by which the District is currently below average to \$240; whereas the District's offer would reduce that difference to \$440.

At the BA-Step 5 point, the District stood at \$452 below average during the 1982-1983 school year. Its offer of \$960 or 6.3% would exceed the increases in all but one of the other eight districts, i.e., Elkhorn. Elkhorn would offer a slightly higher dollar increase at \$995 and a slightly lower percentage increase at 6.2%. The District's offer would exceed the average by \$225 or 1.6 percentage points. The Union's offer would be \$465 above the average or 3.2 percentage points above the average. The dollar amount by which the District's salary schedule is "below average" would be reduced from \$452 to \$227, under the District's offer. The Union's offer would put the District \$13 above average.

At the BA maximum cell, the District was \$997 below average during the 1982-1983 school year. Under the Board's offer this cell would be increased by \$1,064 or 6.3%. This would reduce the amount by which the District is "below average" to \$847, based on an improvement which is \$151 or 1.2 percentage points "above average." The Union's offer is \$417 or 2.8 percentage points above average and would reduce the amount by which the District is "below average" to \$531.

At the MA-Step 10 cell, the District was \$1283 "below average" during the 1982-1983 school year. The District's offer of an \$1136 increase is exceeded by two districts, Elkhorn and Fort Atkinson. However, the amounts by which it is exceeded in each case is relatively small, \$59 and \$43, respectively. The percentage increase offered by the District (5.9%) would exceed the percentage increase of all of the other districts, including Elkhorn and Fort Atkinson. Its offer is \$179 or 1.2 percentage points higher than average and would reduce the amount by which the District is "below average" at this cell by \$179. Nevertheless, the District

would remain \$1104 below average at this point; whereas under the Union's proposal of \$1420 or 7.4%, the District would be \$819 "below average" at this cell.

At the MA-maximum cell, the District proposes an increase of \$1292 or 6.0%. The Union proposes an increase of \$1615 or 7.5%. The average increase at this cell for the eight districts compared is \$1164 or 5.1%. Only one district would provide an increase which was substantially higher than the increase that would occur under the District's offer, that being Cambridge with an increase of \$1365. The District's offer would reduce the amount by which the District is "below average" from \$1096 to \$968; whereas the Union's offer would reduce that amount to \$645.

Finally, with regard to the MA+24-maximum cell, the District was \$1048 "below average" during the 1982-1983 school year. At this step the District offers an increase of \$1372 or 5.8%. Two districts, Fort Atkinson and Cambridge, offer dollar amounts which exceed the amount offered by the District, by \$35 and \$111, respectively, and also offer percentage increases which equal to or exceed the District's proposed increase. Fort Atkinson's increase amounts to 5.8% and Cambridge's increase amounts to 6.0%. Overall, the District's offer is \$111 or .7% greater than the average for this cell; whereas the Union's offer is \$454 or 2.1 percentage points greater than the average. The District's offer would reduce the amount by which the District is "below average" from \$1048 to \$938; whereas the Union's offer would reduce that amount to \$595.

Based on this analysis, it would appear that the District's offer provides a better than average increase at each of the six salary benchmarks selected by the Union for comparison purposes. At each of those benchmarks only one or two districts have settled for amounts which exceed the District's offer, whether it is expressed as a dollar amount or as a percentage increase, and the differences in question are not very great. Also, at each step, the District's offer would reduce the dollar amount by which the District is "below average" for the group, thus causing its salary schedule to move toward the midpoint of the salary paid in these eight districts.

In some cases the difference between the District's salary and the average salary is, and remains, fairly high. This is true for example at the MA-Step 10 benchmark. However, the difference at the BA-minimum and the BA-Step 5 benchmarks is not nearly as great and the District's offer would reduce the dollar amount by which the District is "below average" at each of the benchmarks chosen by the Union for purposes of comparison.

The Union makes the point that the District has a history of being at or near the bottom of the ranking of districts deemed comparable in its view. This claim is not disputed by the District. The undersigned can understand how this fact is a source of frustration to the Union. However, by the Union's own analysis, the ranking of the District will improve at all but one of the six benchmark positions analyzed by the Union in its exhibits, albeit not to the same extent that it would under the Union's offer. More importantly, in the view of the undersigned, the District's offer would, in all cases, provide real (but modest) progress toward the goal of achieving relative parity with the comparable group.

If the District's offer in this case were in fact found to be "regressive" as alleged, or if it did not provide demonstrable progress toward the goal of relative parity with the salary schedules of comparable districts, the undersigned would be inclined to select the Union's final offer as the more reasonable, notwithstanding the fact that it clearly exceeds the pattern of settlements among comparable districts. However, based on the above analysis, this would not appear to be the case.


Both parties make a number of additional arguments relating to certain of the statutory criteria such as the criteria dealing with the interests and welfare of the public, overall compensation, and "other factors." Those arguments have been considered as well, along with the other criteria referred to in the statute. However, the nub of the dispute herein relates to the proper application of the comparability criteria to the facts in this case and the question of whether the Union has made a case which would require a rejection of the District's offer as insufficient and justify a departure from the pattern of settlements. In the view of the undersigned, it is the outcome of that argument, and not the other arguments, which is decisive in this case. The undersigned concludes that the proper application of the comparability criterion to the facts in this case require a finding that the District's offer is more reasonable under the circumstances and should not be rejected in favor of the Union's offer which is substantially higher than the pattern of settlements in comparable districts and is not deemed to be justified under the circumstances existing in this case.

For the above and foregoing reasons the undersigned renders the following

AWARD

The District's final offer, submitted to the Wisconsin Employment Relations Commission, shall be included in the parties' 1982-1984 Collective Bargaining Agreement along with all of the other provisions which were agreed to by the parties for inclusion therein pursuant to the reopener in that agreement.

Dated at Madison, Wisconsin this 22nd day of March, 1984.


George R. Fleischli
Mediator/Arbitrator

1983-84 SALARY SCHEDULE

Jefferson School District
(Final Offer)

EXP	BA	BA+6	BA+12	BA+18	BA+24	MA	MA+6	MA+12	MA+18	MA+24	MA+30
0	13400	13600	13800	14000	14200	14700	14900	15100	15300	15500	15700
1	13936	14136	14336	14536	14736	15236	15436	15636	15836	16036	16236
2	14472	14672	14872	15072	15272	15772	15972	16172	16372	16572	16772
3	15008	15208	15408	15608	15808	16308	16508	16708	16908	17108	17308
4	15544	15744	15944	16144	16344	16844	17044	17244	17444	17644	17844
5	16080	16280	16480	16680	16880	17380	17580	17780	17980	18180	18380
6	16616	16816	17016	17216	17416	17916	18116	18316	18516	18716	18916
7	17219	17419	17619	17819	18019	18519	18719	18919	19119	19319	19519
8	17822	18022	18222	18422	18622	19122	19322	19522	19722	19922	20122
9			18825	19025	19225	19725	19925	20125	20325	20525	20725
10			19428	19628	19828	20328	20528	20728	20928	21128	21328
11						20431	20931	21131	21331	21531	21931
12						21101	21601	21801	22001	22201	22601
13							22271	22471	22671	22871	23271
14							22941	23141	23341	23541	23941
15								24011	24211	24411	24611
16										25081	25281

1983-84 SALARY SCHEDULE

Jefferson Federation of Teachers
(Final Offer)

EXP	BA	BA+6	BA+12	BA+18	BA+24	MA	MA+6	MA+12	MA+18	MA+24	MA+30
0	13600	13800	14000	14200	14400	14900	15100	15300	15500	15700	15900
1	14144	14344	14544	14744	14944	15444	15644	15844	16044	16244	16444
2	14688	14888	15088	15288	15488	15988	16188	16388	16588	16788	16988
3	15232	15432	15632	15832	16032	16532	16732	16932	17132	17332	17532
4	15776	15976	16176	16376	16576	17076	17276	17476	17676	17876	18076
5	16320	16520	16720	16920	17120	17620	17820	18020	18220	18420	18620
6	16864	17064	17264	17464	17664	18164	18364	18564	18764	18964	19164
7	17476	17676	17876	18076	18276	18776	18976	19176	19376	19576	19776
8	18088	18288	18488	18688	18888	19388	19588	19788	19988	20188	20388
9			19100	19300	19500	20000	20200	20400	20600	20800	21000
10			19712	19912	20112	20612	20812	21012	21212	21412	21612
11						20724	21224	21424	21624	21824	22224
12						21404	21904	22104	22304	22504	22904
13							22584	22784	22984	23184	23584
14							23264	23464	23664	23864	24264
15								24344	24544	24744	24944
16										25424	25624