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IN THE MATTER OF MEDIATION/ARBITRATION PROCEEDINGS
WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

BETWEEN

JANESVILLE EDUCATION
ASSOCIATION

Case 30 No. 35022
MED/ARB 3274
Decision and Award
of Arbitrator

and

JANESVILLE SCHOOL
DISTRICT

Decision No. 22823-A

I. BACKGROUND

This is a matter of final and binding interest arbitration under Section 111.70(4)(cm)6 of the Wisconsin Municipal Employment Relations Act. The Janesville Education Association (Association) is the exclusive collective bargaining representative of all regular full-time, regular part-time and part-time certificated teaching personnel employed by the Janesville School District (District or Board), including guidance counselors, librarians/media specialists, speech and language clinicians, psychologists, but excluding substitute teachers, coordinators, interns, graduate residents, supervisors and administrators.

The Association and the Board have been parties to a collective bargaining agreement covering the wages, hours and working conditions of the employees in the bargaining unit which will expire on June 30, 1986. The agreement contains a reopener provision for compensation for the period from July 1, 1985, through June 30, 1986. On April 25, 1985, the parties exchanged their initial proposals on matters to be reopened.

On May 21, 1985, the Association filed a petition requesting that the Wisconsin Employment Relations Commission (WERC) initiate mediation-arbitration. Following an investigation by a member of the WERC staff, the parties submitted their final offers as well as a stipulation on matters agreed upon on July 29, 1985.

The WERC certified there was an impasse on August 8, 1985. Thereafter, the parties selected Jay E. Grenig as the Mediator/Arbitrator and the Wisconsin Employment Relations Commission (WERC) appointed Jay Grenig the mediator-arbitrator on September 4, 1985.

The Mediator/Arbitrator met with the parties on October 22 and December 2, 1985, in an effort to obtain a voluntary settlement. The mediation having been unsuccessful, an arbitration hearing was held on December 2, 1985. The Board was represented by Anne L. Weiland, Attorney at Law and the Association was represented by Lysabeth N. Wilson, Executive Director, Rock Valley United Teachers. The parties were given full opportunity to present relevant evidence and arguments. Upon receipt of the parties' reply briefs, the hearing was declared closed on March 10, 1986.

II. FINAL OFFERS

The sole issue in dispute is the wages to be paid to District teachers for the 1985-86 school year. The Board has offered a wage increase of 5.7%, resulting in an increase in total compensation of 6.6%. The Board's offer would result in a base salary of \$16,000 and an average increase of \$1,489 per returning teacher. The Board has also proposed a structural change in the schedule.

The Association has proposed to increase each cell of the salary schedule by 6.6%, resulting in a wage increase of 7.7% and a total compensation increase of 8.4%. The Association's offer would result in a base salary of \$16,569 and an average salary increase of \$1,997 (including longevity) per returning teacher.

A copy of the Association's offer is attached to this Decision as Exhibit A and a copy of the Board's offer is attached as Exhibit B.

III. STATUTORY CRITERIA

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

- a. The lawful authority of the employer.
- b. Stipulations of the parties.
- c. The interests and welfare of the public and financial ability of the unit of government to meet the costs of any proposed settlement.
- d. Comparison of wages, hours and conditions of employment of the municipal employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally in public employment in the same community and in comparable communities and in private employment in the same community and in

comparable communities.

- e. The average consumer prices for goods and services commonly known as the cost of living.
- f. The overall compensation presently received by the municipal employees, including direct wages, compensation, vacation, holidays, and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment and all other benefits received.
- g. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- h. Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours, and conditions of employment through voluntary collective bargaining, mediation, factfinding, arbitration, or otherwise between the parties in the public service.

IV. POSITIONS OF THE PARTIES

A. THE ASSOCIATION

1. COMPARABLES

The Association contends that the appropriate group of comparables is the largest 15 Wisconsin school districts (excluding Milwaukee). These districts are Madison, Racine, Green Bay, Kenosha, Waukesha, Appleton, Eau Claire, Sheboygan, Oshkosh, West Allis, Wausau, Stevens Point, LaCrosse and Beloit. The Association contends that, being districts of similar enrollment, they are affected by similar economic factors. It notes they are all industrial cities, producing labor market forces which ultimately result in similar general living conditions. It also says that all of the cities are fairly close to a substantial college student population (Janesville contains the University of Wisconsin-Rock County and is close to Beloit College and the University of Wisconsin-Whitewater). The Association points out that the Board has previously compared itself to these schools in comparing budget proposals, special education, and elementary school days.

Acknowledging a 1979 decision by Arbitrator Kerkman in which he held that the appropriate comparable districts are the districts in the Big 8 Athletic Conference (Madison, Beloit and Sun Prairie), schools in CESA 17 (Albany, Beloit, Brodhead, Clinton, Edgerton, Evansville, Fort Atkinson, Jefferson, Johnson Creek, Lake Mills, Milton, Parkview, and Turner), and schools within a 50-mile radius having an average daily membership of 2,500 or more, the Association

argues that the Arbitrator is not bound by this holding, since each side has abandoned, in whole or in part, the schools found to be comparable by Arbitrator Kerkman.

Stating that numerous teachers have been hired from outside CESA 17 and outside a 50-mile radius from the Board, the Association contends the data do not support the Board's argument that Janesville is the appropriate labor market.

2. WAGE PROPOSAL

The Association argues that both the Association's and the Board's comparables support the Association's final offer. The Association has compared salaries at the BA Minimum, BA 7th, BA Maximum, MA 10th, MA Max and Schedule Max. According to the Association, the historical ranking of the District's teachers with other teachers from the largest fifteen district has remained fairly stable, although always below average. It contends that there will be less deterioration of ranking with the Association's offer than with the Board's. The Association asserts that its offer comes the closest in maintaining the ranking position established among the comparables selected by the Board.

According to the Association, the salary schedule structure and longevity changes proposed by the Board are not of such import to carry much weight in this proceeding. The Association suggests that the changes best be obtained voluntarily or when the teachers receive substantial increases as a result of such changes.

The Association contends the evidence does not show the Board is unable to pay the Association's offer. The Association states the tax rate of the District has been historically low and that the school cost per member demonstrates that the quality education received by the children of Janesville is a financial bargain. The Association asserts that the general economy of the community is healthy and sound. It argues that the settlements in the comparable districts deserve more weight than the economic conditions in Janesville.

With respect to the Consumer Price Index, the Association argues that the settlement pattern is the best measurement in the record for determining which offer is best supported by this criteria.

According to the Association, the public interest and welfare will not be served by adopting the Board's final offer. The Association contends the starting salaries of teachers do not approach the starting salaries of other college graduates. The Association argues that teachers are typically not paid for holidays as are other professions and that attendance at summer school and night classes is the

rule, not the exception. Claiming that teaching hours and teaching days are competitive with other professions and that teachers want their salaries to be competitive as well, the Association points to several studies calling for increases in teacher salaries.

B. THE BOARD

1. COMPARABLES

The Board points out that considerations for selecting comparable employers include size, geographic location, wealth of the community (equalized assessed valuation per student), number of employees, and student enrollment. The Board relies on a 1979 interest arbitration award in a dispute between the parties in which Arbitrator Kerkman ruled that the largest districts statewide were not appropriate comparables.

Arbitrator Kerkman concluded that the following school districts composed the most appropriate comparability group: Albany, Beloit, Broadhead, Clinton, Edgerton, Evansville, Fort Atkinson, Jefferson, Johnson Creek, Lake Mills, Madison, Middleton, Milton, Monona Grove, Monroe, Oregon, Parkview, Stoughton, Sun Prairie, Beloit-Turner, Watertown, and Waukesha. These districts have been relied upon by the parties in their bargaining since 1979.

The Board argues that to change the list of comparables would upset the stability and predictability of the bargaining process. The Board also argues that the large statewide districts are not comparable to the District, pointing out that some are more than 200 miles away and that 11 of the 15 districts are wealthier than Janesville.

The Board suggests that the 1979 list of comparable school districts be modified. First, it contends the Madison area school districts (Madison, Monona Grove and Middleton) are not comparable because they differ significantly in wealth and economic circumstances. In addition, the Madison area economy and public policy are strongly affected by the high portion of the population employed by the State.

According to the Board, Waukesha should be removed from the list of comparable districts, because it is located far to the east of the comparable cluster of schools and its resources and policies are strongly affected by its proximity to a large urban center.

2. WAGE PROPOSAL

The Board asserts that the lack of settlements for the 1985-86 school year renders the available data inconclusive and reduces the reliability of the comparability criteria.

It points out that only five districts have settled for 1985-86: Beloit, Jefferson, Madison, Oregon and Waukesha. The Board claims this sample is too small to draw reliable conclusions about the remaining unsettled districts. The Board notes that Jefferson and Oregon made significant changes to their salary schedule structures as a part of the 1985-86 school year.

Declaring that Beloit is the only undisputed and the most comparable school district, the Board argues that a comparison with Beloit supports a finding that the Board's final offer is the more reasonable. The Board asserts that increased teacher productivity in Beloit in 1985 resulted in a savings that was shared with the teachers in the form of a higher wage increase for 1985-86 that might otherwise have been expected. It also contends the Beloit district was able to negotiate major health care cost containment features. Stating that its teachers have a workload as limited as that formerly enjoyed by Beloit teachers, the Board argues that the savings available to Beloit which enabled it to fund a 6.8% increase are not available to Janesville.

The Board argues that the unusually low increases in the cost of living support selection of the Board's final offer. It claims the Association's final offer represents a substantial and unwarranted increase in compensation in excess of the cost of living. The Board states that its final offer provides for a real increase in compensation of 3.95%.

According to the Board, the interests and welfare of the public and the general economic climate of the community support selection of the Board's final offer. The Board points out that the rate of unemployment (7.1% in August 1984 and 6.9% in August 1985) has shown little improvement. It notes that Parker Pen's headquarters will be moved to England and the sale of Parker may reduce manufacturing employment in Janesville. It also points out that General Motors has decided to close down one of its production lines with the loss of approximately 1,700 jobs.

Stating that the private sector professionals have experienced wage increases ranging from 2.1% to 4.8% in 1984, the Board declares that this was substantially below the increase of 7.24% received by the teachers in September 1984.

With respect to the studies in evidence relating to teacher salaries, the Board stresses that their major focus is on the quality of public education and the need to improve accountability. It points out that the Superintendent's task force recommended instituting a merit pay system and opportunities for an extended term of employment along with wage increases and that the Rand

report recommends performance based salaries.

V. DISCUSSION

A. COMPARABLES

In order to provide some stability and predictability in the collective bargaining process, arbitrators generally avoid altering a comparability group previously established by an arbitration decision. Cuba City School Dist., Dec. No. 22267-B (Mueller, 1985).

In the absence of a compelling reason for using different comparables, the parties would be better served by using the same comparables in order to provide some stability and consistency in their collective bargaining relationship. Although the Arbitrator is not bound by Arbitrator Kerkman's 1979 decision, neither party has presented a compelling reasons for adding to or subtracting from the comparables used by Arbitrator Kerkman. Accordingly, it is concluded the appropriate comparable school districts for use in this proceeding are the districts utilized by Arbitrator Kerkman in his 1979 decision. These districts are as follows:

- Albany
- Beloit
- Beloit-Turner
- Brodhead
- Clinton
- Edgerton
- Evansville
- Fort Atkinson
- Jefferson
- Johnson Creek
- Lake Mills
- Madison
- Middleton
- Milton
- Monona Grove
- Monroe
- Oregon
- Parkview
- Stoughton
- Sun Prairie
- Watertown
- Waukesha

B. STATUTORY CRITERIA

1. LAWFUL AUTHORITY OF THE EMPLOYER

The lawful authority of the employer is not at issue in this proceeding.

2. STIPULATIONS OF THE PARTIES

Prior to the initiation of mediation/arbitration the parties reached agreement on a number of issues.

3. ABILITY TO PAY AND INTERESTS AND WELFARE OF THE PUBLIC

There is no claim that the Board lacks the ability to pay either offer. While the Board's offer may be in the interests and welfare of the public because it costs less, the public also has an interest in keeping the District in a competitive position to recruit new employees and to keep competent, experienced employees now serving the District. Presumably the public is interested in having employees who are treated fairly. What constitutes fair treatment is reflected in the other statutory criteria.

4. COMPARISON OF WAGES, HOURS, AND CONDITIONS OF EMPLOYMENT

Because of the complexities of teacher salary schedules, arbitrators in public education interest arbitrations have generally found a comparison of salary schedule benchmarks to be an appropriate method for evaluating the reasonableness of the parties' offers. By comparing salary schedules at selected positions, an arbitrator may obtain a relatively accurate comparison of beginning salaries, middle level salaries, and top salaries of teachers with bachelor degrees and teachers with advanced degrees.

In comparing benchmarks, attention should be given to the average salary paid at the benchmark as well as the median salary. In computing averages for purposes of comparison, District salaries are not included in accordance with generally accepted statistical principles. The median is important because the average can be more easily distorted. An arbitrator should also consider the dollar increase and percent increase at each benchmark. Finally, an arbitrator should take into account the historical ranking of the District at the various benchmarks. Consideration of all these factors can be very helpful in determining which offer is more reasonable.

Of the comparable districts only Beloit, Jefferson, Madison, Oregon, and Waukesha have settled their teacher contracts for 1985-86. Thus, the comparisons, of necessity, will be limited to these districts.

TABLE NO. 1 BA BASE

DISTRICT	SALARY	DOLLAR INCREASE	PERCENT INCREASE
Beloit	\$16,356	\$1,041	6.8%
Jefferson	16,092	1,992	14.1%
Madison	16,800	1,035	6.6%
Oregon	16,500	1,700	11.5%
Waukesha	16,371	921	6.0%

Median Salary \$16,371
 Average Salary \$16,424

Median Dollar Increase \$1,041
 Average Dollar Increase \$1,338

Median Percent Increase 6.8%
 Average Percent Increase 9.0%

BOARD

Salary \$16,000
 Dollar Increase \$466
 Percent Increase 3.0%

ASSOCIATION

Salary \$16,569
 Dollar Increase \$1,035
 Percent Increase 6.7%

TABLE NO. 2 BA SEVENTH STEP

DISTRICT	SALARY	DOLLAR INCREASE	PERCENT INCREASE
Beloit	\$20,281	\$1,291	6.8%
Jefferson	No Data		
Madison	21,840	1,345	6.6%
Oregon	No Data		
Waukesha	21,119	1,188	6.0%

Median Salary	\$21,119
Average Salary	\$21,080
Median Dollar Increase	\$1,291
Average Dollar Increase	\$1,275
Median Percent Increase	6.6%
Average Percent Increase	6.5%

BOARD

Salary	\$20,740
Dollar Increase	\$733
Percent Increase	3.7%

ASSOCIATION

Salary	\$21,339
Dollar Increase	\$1,332
Percent Increase	6.6%

TABLE NO. 3 BA MAXIMUM

DISTRICT	SALARY	DOLLAR INCREASE	PERCENT INCREASE
Beloit	\$20,280	\$1,290	6.8%
Jefferson	19,966	1,213	6.5%
Madison	28,560	1,759	6.6%
Oregon	21,314	2,000	9.4%
Waukesha	26,685	1,502	6.0%
Median Salary \$21,314			
Average Salary \$23,361			
Median Dollar Increase \$1,502			
Average Dollar Increase \$1,553			
Median Percent Increase 6.6%			
Average Percent Increase 7.1%			
BOARD			
Salary \$21,530			
Dollar Increase \$795			
Percent Increase 3.8%			
ASSOCIATION			
Salary \$22,116			
Dollar Increase \$1,381			
Percent Increase 6.7%			

TABLE NO. 4 MA BASE

DISTRICT	SALARY	DOLLAR INCREASE	PERCENT INCREASE
Beloit	\$18,332	\$1,177	6.9%
Jefferson	17,392	1,992	12.9%
Madison	18,480	1,138	6.6%
Oregon	18,650	2,000	12.0%
Waukesha	18,172	1,022	6.0%

Median Salary \$18,332
Average Salary \$18,205

Median Dollar Increase \$1,177
Average Dollar Increase \$1,465

Median Percent Increase 6.9%
Average Percent Increase 8.9%

BOARD

Salary \$18,285
Dollar Increase \$610
Percent Increase 3.5%

ASSOCIATION

Salary \$18,852
Dollar Increase \$1,177
Percent Increase 6.6%

TABLE NO. 5 MA TENTH STEP

DISTRICT	SALARY	DOLLAR INCREASE	PERCENT INCREASE
Beloit	\$25,713	\$1,637	6.8%
Jefferson	No Data		
Madison	26,040	1,604	6.6%
Oregon	No Data		
Waukesha	26,685	1,502	6.0%
Median Salary		\$26,040	
Average Salary		\$26,146	
Median Dollar Increase		\$1,604	
Average Dollar Increase		\$1,581	
Median Percent Increase		6.6%	
Average Percent Increase		6.5%	
BOARD			
Salary		\$25,375	
Dollar Increase		\$1,046	
Percent Increase		4.3%	
ASSOCIATION			
Salary		\$25,949	
Dollar Increase		\$1,620	
Percent Increase		6.6%	

TABLE NO. 6 MA MAXIMUM

DISTRICT	SALARY	DOLLAR INCREASE	PERCENT INCREASE
Beloit	\$28,999	\$1,846	6.8%
Jefferson	25,885	1,813	7.5%
Madison	30,240	1,863	6.6%
Oregon	27,808	2,000	7.2%
Waukesha	32,087	1,805	6.0%

Median Salary \$28,999
 Average Salary \$29,003

Median Dollar Increase \$1,846
 Average Dollar Increase \$1,865

Median Percent Increase 6.8%
 Average Percent Increase 6.8%

BOARD

Salary \$27,765
 Dollar Increase \$1,255
 Percent Increase 4.7%

ASSOCIATION

Salary \$28,276
 Dollar Increase \$1,766
 Percent Increase 6.7%

TABLE NO. 7 SCHEDULE MAXIMUM

DISTRICT	SALARY	DOLLAR INCREASE	PERCENT INCREASE
Beloit	\$30,569	\$1,946	6.8%
Jefferson	28,524	2,042	7.7%
Madison	35,280	2,173	6.6%
Oregon	30,102	2,000	7.1%
Waukesha	33,889	1,907	6.0%
Median Salary		\$30,569	
Average Salary		\$31,673	
Median Dollar Increase		\$2,000	
Average Dollar Increase		\$2,014	
Median Percent Increase		6.8%	
Average Percent Increase		6.8%	
BOARD			
Salary		\$31,620	
Dollar Increase		\$1,502	
Percent Increase		5.0%	
ASSOCIATION			
Salary		\$32,124	
Dollar Increase		\$2,006	
Percent Increase		6.7%	

Among the five comparables that have settled, the District ranked first at the BA Base benchmark in 1980-81, second in 1981-82, third in 1982-83, and second in 1983-84 and 1984-85. The Association's offer would maintain the District's second place ranking while the Board's would drop it to sixth.

Among the five comparables that have settled, the District ranked third at the BA Max benchmark in 1980-81, fourth in 1981-82 through 1983-84, and third in 1984-85. Both offers would maintain the District's third place position.

At the MA Base benchmark, the District ranked first among the settled comparables in 1980-81 through 1981-82, second in 1982-83 through 1983-84, and first in 1984-85. The Association's offer would maintain the District's first place ranking and the Board's offer would drop it to fourth place.

The District ranked third among the settled comparables at the MA Max benchmark in 1980-81. From 1981-82 through 1984-85 the District has ranked fourth. The Association's offer would move the District to third place while the Board's would drop it to fifth place.

At the Schedule Max benchmark, the District has ranked third from 1980-81 through 1984-85. Both offers would keep the District in third place at this benchmark.

5. INCREASE IN THE COST OF LIVING

Both offers exceed the cost of living as measured by the Consumer Price Index.

6. TOTAL COMPENSATION

The Board's offer would result in an increase of the average total compensation by approximately \$2,218 and the Association's offer would result in an average total compensation increase of \$2,857. The difference in the costs of the two offers is \$410,678. The Board's offer provides a total compensation increase of approximately 6.6% and the Association's offer provides a total compensation increase of 8.4%.

7. CHANGES DURING PENDENCY OF ARBITRATION

The parties did not bring any changes during the pendency of arbitration to the Arbitrator's attention.

8. OTHER FACTORS

This criterion recognizes collective bargaining is not isolated from those factors which comprise the economic environment in which bargaining occurs. See Cudahy Schools, Dec. No. 19635-B (Gundermann 1982); Madison Schools, Dec. No. 19133-B (Fleischli 1982).

The evidence shows that the District has an unemployment rate near 7.0%. In addition, several manufacturers located in the District have laid off employees recently.

According to the record, Madison and Waukesha have equalized assessed valuations per member significantly higher than the EAV of the District. The District's EAV per member is significantly higher than that of Beloit (135.360 versus 92.148). The District's EAV is also higher than that of Oregon and slightly lower than the EAV of Jefferson. The levy rate in 1983 in the District was 10.53 and was 10.31 in Beloit.

VI. CONCLUSION

Many studies have spoken forcefully for higher teacher salaries as well as the need for improved teacher preparation and performance. The public should have an interest in keeping the District in a competitive position to attract competent, experienced teachers, to hold valuable teachers now serving the District, and to give recognition to advanced degrees and training. What is appropriate for maintaining a competitive position is reflected in the statutory criteria.

With respect to the benchmark analysis, the Board's offer would result in the lowest base salary of the five comparables. The Board's offer would provide a base salary \$371 below the median and \$424 below the average. The Association's offer would provide a BA Base \$198 above the median and \$145 above the average. A comparison of the dollar and percent increases at this benchmark is of little help since Jefferson made a substantial change in its salary schedule structure and Oregon raised salaries by \$2,000 per teacher, distorting the dollar and percent increases at this benchmark. However, it should be noted that the Board's dollar increase at this benchmark is the lowest (nearly 50% lower than the next lowest), while the Association's offer provides the second lowest dollar increase.

Five years ago the District ranked first at the BA Base benchmark. It has never been lower than third. The Association's offer would maintain the District's second place ranking at this benchmark. Accordingly, the Association's offer is more reasonable than the Board's at this benchmark.

At BA 7th the Board's offer would provide a salary increase \$379 below the median salary and \$340 below the average salary at this benchmark. The Association's offer would provide a salary increase \$220 above the median and \$259 above the average. The Board's offer would provide a salary at this benchmark which is \$456 above that paid by Beloit. The Association's offer is equal to the median percent increase and slightly above the average percent increase while the Board's offer provides an increase 2.9% below the median and 2.8% below the average. While this benchmark is entitled to less weight because it only contains data from three of the settlements, the Association's offer is more reasonable than the Board's at this benchmark.

At BA Max the Board's offer would result in a salary \$216 above the median salary and the Association's would result in a salary \$802 above the median salary. However, the Board's offer would result in a salary \$1,831 below the average while the Association's would result in a salary

\$1,245 below the average. The Association's offer is much closer to the percent increases and the dollar increases of the comparables than is the Board's. Both offers would maintain the District's third place ranking at this benchmark. Because the Association's offer is closer to the percent increases and dollar increases while the Board's offer is closer to the median salary and the Association's is closer to the average salary, it is concluded that the Association's offer is more reasonable at this benchmark.

At MA Base the Board's offer is closer to the median and average salary than the Association's. However, the Board's offer is much lower than the median or average percent increase and the median and average dollar increase. The Board's dollar and percent increase are considerably lower than those of any of the comparables at this benchmark. While the Association's offer would maintain the District's first place ranking at this position, the Board's offer would drop it to fourth. Accordingly, the Association's offer is more reasonable than the Board's at this benchmark.

At MA 10th both offers would provide a salary below the median and average of the comparables. In addition, the Board's offer would result in a salary substantially below that of Beloit, while the Association's would provide a salary slightly above that of Beloit. The Association's offer is very close to the median and average dollar and percent increases. The Board's offer provides an increase substantially below the median and average increases. The Association's offer is more reasonable than the Board's at this benchmark.

At MA Max both offers provide a salary that is below the average and median salary, although the Association's offer would provide a salary closer to the average and median than the Board's. The Board's offer would provide a salary at this benchmark more than \$1,000 lower than that paid by Beloit. The Association's offer is closer to the median and average dollar and percent increases than the Board's. The Association's offer would move the District up to third place (a position it held in 1980-1981) and the Board's offer would move it down to fifth place. Based on the closeness of the Association's offer to the average and median salary and to the median and average increases, it is concluded that the Association's offer is more reasonable than the Board's at this benchmark.

At Schedule Max, the Association's offer provides a salary in excess of either the median or average, whereas the Board's offer is slightly below the average salary and more than \$1,000 above the median. The Association's offer is closer to the dollar and percent increases of the comparables than the Board's. Both offers would keep the District in third place at this benchmark. Based on the

closeness of the Board's offer to the median and average salary of the comparables at this benchmark as well as the maintenance of its ranking at this benchmark, it is determined that the Board's offer is more reasonable at this benchmark.

While the District's offer is closer to the increase in the CPI than the Association's, there is no reason to limit wage adjustments to increases in the cost of living if the other statutory criteria indicate that a larger increase is justified. While the increases in the comparable districts do not necessarily indicate what the increase in the cost of living was, it can reasonably be assumed that the percentage settlements in the comparable districts took into consideration the cost of living increases during the period in question.

Although comparisons of settlement patterns with other public sector employees may be of some relevance, they are not as helpful as comparisons with wages of teachers in comparable school districts. School District of Janesville, Dec. No. 17169-B (Kerkman 1980). Likewise, private sector salary comparisons are of little assistance in determining the appropriate salaries for teachers.

The record shows that the Janesville area has suffered difficult economic times in recent years. While the economic conditions in Madison (heavily influenced by state employment) and in Waukesha (distance from Janesville and influence of Milwaukee) may be somewhat different than those of Janesville, Beloit, Jefferson and Oregon appear to be subject to many of the same economic influences as Janesville. The Arbitrator is not convinced that circumstances surrounding negotiation of the 1985-86 wages in Beloit are so extraordinary as to justify downplaying the Beloit settlement.

There is no evidence that the District has had to, or will have to, reduce or eliminate any services, that it will have to engage in long term borrowing, or that it will have to raise taxes if either offer is accepted.

Although Madison and Waukesha have equalized assessed valuations significantly higher than that of the District, the District's equalized assessed valuation is substantially higher than that of Beloit and Oregon and close to that of Jefferson..

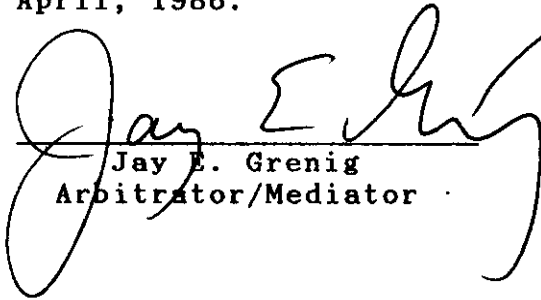
The evidence does not justify a departure from the pattern of settlement set by the comparable school districts. Not only is the Association's offer substantially closer to the pattern of settlement of the comparables that have settled, it also provides salaries at the benchmarks closer to the average and median salaries of the comparables at those benchmarks. Finally, the

Association's offer preserves the District's historical ranking among the comparables. Thus, it is determined that the Association's offer is more reasonable than the Board's.

VII. AWARD

Based upon the criteria set forth in the Wisconsin Municipal Employment Relations Act and the arguments and relevant evidence submitted in this matter, it is concluded that the Association's final offer is more reasonable than the Board's. The parties are directed to include the Association's offer with their stipulations in their 1985-86 collective bargaining agreement.

Executed at Waukesha, Wisconsin, this 11th day of April, 1986.



Jay E. Grenig
Arbitrator/Mediator

FINAL OFFER OF JANESVILLE EDUCATION ASSOCIATION

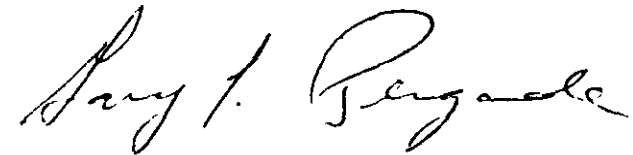
STEP	BA	BA+6	BA+12	BA+18	BA+24	MA	MA+6	MA+12	MA+18	MA+24	MA+30	PHD
1.0	16569	16972	17375	17779	18182	18852	19346	19839	20333	20827	21321	21923
2.0	17269	17674	18076	18479	18882	19552	20047	20541	21034	21528	22023	22525
3.0	18238	18641	19044	19447	19850	20521	21014	21508	22002	22497	22991	23592
4.0	19013	19416	19820	20223	20627	21297	21791	22284	22777	23271	23766	24368
5.0	19789	20192	20595	20998	21401	22071	22566	23060	23554	24048	24540	25143
6.0	20564	20967	21371	21775	22177	22848	23341	23835	24329	24823	25317	25918
7.0	21339	21743	22146	22550	22953	23623	24117	24611	25106	25598	26092	26694
8.0	22116	22519	22921	23324	23729	24398	24892	25386	25880	26375	26869	27470
9.0	---	23295	23698	24101	24504	25174	25669	26162	26655	27149	27644	28246
10.0	---	24069	24473	24876	25279	25949	26443	26938	27432	27925	28418	29021
11.0	---	24845	25250	25652	26055	26726	27219	27712	28207	28701	29195	29797
12.0	---	---	26024	26428	26831	27501	27995	28489	28982	29477	29970	30572
13.0	---	---	---	27203	27607	28276	28770	29264	29758	30252	30746	31347
14.0	---	---	---	---	---	---	29547	30040	30534	31027	31521	32124

This offer along with the previously agreed to stipulations, shall serve as the basis for the med/arbitrator's award.

L. N.

BD PROPOSAL

DEGREE BA STEP	----- 83/86 SALARY SCHEDULE -----											
	BA +6	BA +12	BA +18	BA +24	BA	BA +6	BA +12	BA +18	BA +24	BA+30	END	
1	16000	16405	16810	17215	17620	18025	18430	18835	19240	19645	20050	21350
2	16770	17175	17580	17985	18390	18795	19200	19605	20010	20415	20820	22120
3	17540	17945	18350	18755	19160	19565	19970	20375	20780	21185	21590	22890
4	18310	18715	19120	19525	19930	20335	20740	21145	21550	21955	22360	23660
5	19160	19565	19970	20375	20780	21185	21590	21995	22400	22805	23210	24510
6	19950	20355	20760	21165	21570	21975	22380	22785	23190	23595	24000	25300
7	20740	21145	21550	21955	22360	22765	23170	23575	23980	24385	24790	26090
8	21530	21935	22340	22745	23150	23555	23960	24365	24770	25175	25580	26880
9	21530	22275	23130	23935	24740	25545	26350	27155	27960	28765	29570	30870
10	21530	22515	23920	24325	24730	25135	25540	25945	26350	26755	27160	28460
11	21530	24305	24710	25115	25520	25925	26330	26735	27140	27545	27950	29250
12	21530	24305	24710	25115	25520	25925	26330	26735	27140	27545	27950	30040
13	21530	24305	25500	26695	27100	27765	28250	28735	29220	29705	30190	30830
14	21530	24305	25500	26695	27100	27765	28250	28735	29220	29705	30190	31620
LONGEVITY				(1)	210	210	210	210	210	255	330	390
				(2)	390	390	390	390	390	480	630	630


 Gary F. Bergande
 2-29-85