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WISCONSIN
EMPLOYMENT RELATIONS COMMISSION

In The Matter Of The Petition Of:

ROCK COUNTY EDUCATION ASSOCIATION

-and-

ROCK VALLEY UNITED TEACHERS

Case 214
No. 36886 MED/ARB-3881
Decision No. 23688-A

To Initiate Mediation/Arbitration
Between Said Petitioner

-and-

ROCK COUNTY (Handicapped Children's Ward)

Appearances: Lysabeth N. Wilson, UniServ Director, for the Association
Bruce K. Patterson, Employee Relations Consultant, for the
Employer

Rock County Education Association and Rock Valley United Teachers, hereinafter referred to as the Association, filed a petition with the Wisconsin Employment Relations Commission, hereinafter referred to as the Commission, alleging that an impasse existed between it and Rock County (Handicapped Children's Ward), hereinafter referred to as the Employer, in their collective bargaining and it requested the Commission to initiate mediation/arbitration pursuant to Section 111.70(4)(cm)6 of the Municipal Employment Relations Act.

At all times material herein the Association has been the exclusive collective bargaining representative of certain employees of the Employer in a collective bargaining unit consisting of all regular full-time and regular part-time employees of the Rock County Handicapped Children's School. The Association and the Employer have been parties to a collective bargaining agreement covering wages, hours and working conditions of those employees that expired on July 1, 1985. On February 11, 1986 the Employer and the Association exchanged initial proposals on matters to be included in a new collective bargaining agreement. Thereafter the parties met on two occasions in efforts to reach an accord.

A member of the Commission staff conducted an investigation on May 12, 1986 and it reflected that the parties were deadlocked in their negotiations. The Employer and the Association submitted their final offers to the Commission by May 20, 1986 and the investigation was closed.

The Commission has concluded that an impasse within the meaning of the Municipal Employment Relations Act exists between the parties and it certified that the conditions precedent to the initiation of mediation/arbitration have been met. It ordered the parties to select a mediator/arbitrator. Upon being notified by the parties that they had selected Zel S. Rice II as the mediator/arbitrator the Commission appointed him to endeavor to mediate the issues in dispute. In the event that mediation did not result in a resolution of the impasse between the parties, the mediator/arbitrator was directed to issue a final and binding award to resolve the impasse by selecting either the total final offer of the Association or the total final offer of the Employer.

Subsequently, the arbitrator was advised by the representatives of the Employer and the Union that they had mutually agreed to waive the statutory mediation and arbitration hearing and would meet on August 5, 1986 and review and stipulate to exhibits and agree on a briefing schedule. The parties did meet on that date and the exhibits of the Employer and the Association were forwarded to the arbitrator. Simultaneous briefs were submitted by the parties and they were exchanged through the arbitrator.

The final offer of the Association attached hereto and marked Exhibit A proposed a continuation of the format of the existing salary schedule for

teachers with a base salary of \$15,271.00. It included a proposal for aides providing a starting rate of \$5.05 per hour and an annual rate of \$6,576.40 based on a school year of 1,302 hours. After six months the hourly rate would be \$5.57 per hour and the annual rate would be \$7,246.41. After 18 months the hourly rate would increase to \$6.13 per hour and the annual rate would be \$7,987.00. After 30 months the hourly rate would be \$6.76 per month and the annual rate would be \$8,800.00. The Employer's proposal, attached hereto and marked Exhibit B, would continue the format of the existing salary schedule with a base salary of \$14,918.00. The Employer's proposal would provide a starting rate for aides of \$4.74 per hour and an annual salary of \$6,173.00 based on a 1,302 hour school year. After six months the rate for an aide would be \$5.23 per hour and the annual rate would be \$6,802.00. After 18 months that rate would increase to \$5.76 per hour and the annual salary would be \$7,498.00. After 30 months the rate would increase to \$6.35 per hour and the annual salary would be \$8,262.00.

The Association relies on two comparable groups to support its position. The primary comparable consists of the school districts in the area from which the Employer's students come. That comparable group, hereinafter referred to as Comparable Group A, consists of the school districts of Brodhead, Clinton, Edgerton, Evansville, Janesville, Milton, Orfordville and Turner. The secondary comparable group consists of the three other handicapped children's schools in the State of Wisconsin. They are Brown County, Manitowoc County and Lakeland, hereinafter referred to as Comparable Group B. The school districts in Comparable Group A are all in the immediate geographical area of the Employer and the students that make up the Employer's enrollment come from them. There are only four county operated handicapped children schools in Wisconsin, including the Employer, and they make up Comparable Group B. The handicapped children schools in Green Bay and Manitowoc have the same type of employee teaching the same type of students as the Employer and they are located close to each other. The third school in Comparable Group B is located in a county adjoining the Employer and it provides the same type of education to the same type of students with the same type of employees.

The 1985-86 settlements in Comparable Group A provided an average increase per teacher ranging from a low of \$1,466.00 at Evansville to a high of \$2,001.00 at Parkview. The average increase per teacher in Comparable Group B ranged from a low of \$1,553.00 in Manitowoc County to a high of \$2,036.00 in Brown County. Those numbers should be compared with the Association's proposed average increase per teacher of \$2,057.00 and the Employer's proposed average increase per teacher of \$1,269.00.

In the 1982-83 school year the BA minimum salary in Comparable Group A ranged from the Employer's low of \$12,000.00 to a high of \$13,400.00 at Janesville. The median BA minimum salary in Comparable Group A that year was \$12,875.00 paid by Edgerton and the average was \$12,804.00. The Employer was 6.27% or \$804.00 below the average and 6.8% or \$875.00 below the median. In the 1983-84 school year the BA minimum bench mark salary in Comparable Group A ranged from a low of \$13,200.00 at Orfordville to a high of \$14,620.00 at Janesville. The median salary that year was the \$13,531.00 salary paid by Edgerton and the average salary was \$13,719.00. The Employer's BA minimum salary was 1.6% or \$219.00 below the average of Comparable Group A and 2.45% or \$331.00 below the median. In the 1982-83 school year the Employer's BA minimum salary ranked ninth in Comparable Group A and in 1983-84 it ranked sixth. The 1984-85 BA minimum salaries in Comparable Group A ranged from \$13,850.00 at Orfordville to a high of \$15,534.00 at Janesville. The Employer retained its ranking of sixth with a BA minimum salary of \$14,344.00. The average BA minimum salary in the 1984-85 school year was \$14,580.00 and the Employer was 1.17% or \$168.00 below the average and .04% or \$6.00 below the median.

In the 1982-83 school year the BA seventh step salaries in Comparable Group A ranged from the Employer's low of \$15,600.00 to a high of \$17,245.00 at Janesville. The median BA seventh step salary in Comparable Group A that year was \$16,285.00 and the average was \$16,216.00. The Employer was 3.8% or \$615.00 below the average and 4.21% or \$685.00 below the median. In the 1983-84 school year the BA seventh step salaries in Comparable Group A ranged from a low of \$16,500.00 at Orfordville to a high of \$20,350.00 at Milton. The Employer

ranked third in the comparable group with a BA minimum salary of \$17,550.00. The median BA seventh step salary in Comparable Group A was \$17,084.00 and the average was \$17,519.00. The Employer was .18% or \$31.00 above the average and 2.73% or \$466.00 above the median. In the 1984-85 school year the BA seventh step salaries in Comparable Group A ranged from a low of \$17,313.00 at Orfordville to a high of \$20,850.00 at Milton and the Employer ranked third in the comparable group with a BA seventh step salary of \$18,647.00. The median BA seventh step salary in Comparable Group A that year was \$18,197.00 and the average was \$18,513.00. The Employer was .66% or \$123.00 above the average and 2.47% or \$450.00 above the median.

The BA maximum bench mark salaries in Comparable Group A for the 1982-83 school year ranged from the Employer's low of \$16,200.00 to a high of \$18,869.00 at Turner. The median BA maximum salary in the comparable group that year was \$17,870.00 and the average was \$17,760.00. The Employer ranked 8.78% or \$1,560.00 below the average and 9.35% or \$1,670.00 below the median. In the 1983-84 school year the BA maximum salaries in Comparable Group A ranged from a low of \$17,688.00 at Orfordville to a high of \$20,350.00 at Milton and the Employer ranked third with a BA maximum salary of \$19,575.00. The median BA maximum salary in the comparable group that year was \$19,414.00 and the average was \$19,130.00. The Employer was 2.33% or \$445.00 above the average and .83% or \$161.00 above the median. In the 1984-85 school year the BA maximum salaries in Comparable Group A ranged from a low of \$18,559.00 at Orfordville to a high of \$20,987.00 at Turner and the Employer ranked third with a BA maximum salary of \$20,798.00. The BA maximum median salary in the comparable group that year was \$20,627.00 and the average was \$20,235.00. The Employer's BA maximum salary was 2.78% or \$563.00 above the average and .83% or \$171.00 above the median in the comparable group.

In the 1982-83 school year the MA minimum salaries ranged from the Employer's low of \$13,560.00 to a high of \$15,240.00 at Janesville. The median MA minimum salary was \$14,290.00 and the average was \$14,217.00. The Employer was 4.62% or \$657.00 below the average and 5.11% or \$730.00 below the median MA minimum salary in Comparable Group A. In the 1983-84 school year the MA minimum salaries ranged from a low of \$14,305.00 at Evansville to a high of \$16,950.00 at Milton and the Employer ranked third in the comparable group with a MA minimum salary of \$15,795.00. The median MA minimum salary in the comparable group that year was \$15,154.00 and the average was \$15,394.00. The Employer was 2.6% or \$401.00 above the average and 4.23% or \$641.00 above the median. In the 1984-85 school year the MA minimum salary in Comparable Group A ranged from a low of \$15,038.00 at Orfordville to a high of \$17,675.00 at Janesville and the Employer ranked third in the comparable group with an MA minimum salary of \$16,782.00. The median MA minimum salary that year was \$16,091.00 and the average was \$16,288.00. The Employer ranked 3.03% or \$494.00 above the average and 4.12% or \$691.00 above the median.

In the 1982-83 school year the MA tenth step salaries in Comparable Group A ranged from the Employer's low of \$18,960.00 to a high of \$20,960.00. The median MA tenth step salary in the comparable group that year was \$19,836.00 and the average was \$19,896.00. The Employer's MA tenth step minimum salary that year ranked 4.7% or \$936.00 below the average and 4.42% or \$876.00 below the median. In the 1983-84 school year the MA tenth step salaries in the comparable group ranged from a low of \$20,119.00 at Brodhead to a high of \$26,850.00 at Milton and the Employer ranked third in the comparable group with an MA tenth step salary of \$21,870.00. The median MA tenth step salary in the comparable group that year was \$20,966.00 and the average was \$21,732.00. The Employer's MA tenth step salary was .64% or \$140.00 above the average and 4.31% or \$904.00 above the median. In the 1984-85 school year the MA tenth step salaries in Comparable Group A ranged from a low of \$21,504.00 at Orfordville to a high of \$27,750.00 at Milton and the Employer ranked third in the comparable group with an MA tenth step salary of \$23,327.00. The median MA tenth step salary in the comparable group that year was \$22,303.00 and the average was \$23,010.00. The Employer's MA tenth step salary was .99% or \$227.00 above the average and 4.02% or \$934.00 above the median.

In the 1982-83 school year the MA maximum salary in the comparable group ranged from the Employer's low of \$18,960.00 to a high of \$23,616.00 at Evansville. The median MA maximum salary in the comparable group was \$22,572.00

and the average was \$22,362.00. The Employer's MA maximum salary was 15.21% or \$3,402.00 below the average and 16% or \$3,612.00 below the median. In the 1983-84 school year the MA maximum in the comparable group ranged from the Employer's low of \$21,870.00 to the high of \$26,850.00 at Milton. The median MA maximum salary in the comparable group that year was \$23,649.00 and the average was \$24,072.00. The Employer's MA maximum salary was 9.15% or \$2,202.00 below the average and 7.52% or \$1,779.00 below the median. In the 1984-85 school year the MA maximum salary in Comparable Group A ranged from the Employer's low of \$23,237.00 to a high of \$27,750.00 at Milton. The median MA maximum salary in the comparable group that year was \$25,175.00 and the average was \$25,491.00. The Employer's MA maximum salary was 8.84% or \$2,254.00 below the average and 7.7% or \$1,938.00 below the median.

The schedule maximum salaries in Comparable Group A for the 1982-83 school year ranged from the Employer's low of \$21,120.00 to the high of \$25,935.00 at Janesville. The median schedule maximum in the comparable group that year was \$23,947.00 and the average was \$23,836.00. The Employer's schedule maximum salary was 11.39% or \$2,716.00 below the average and 11.81% or \$2,827.00 below the median. In the 1983-84 school year the schedule maximum salaries in the comparable group ranged from a low of \$23,815.00 at Brodhead to a high of \$28,650.00 at Milton and the Employer ranked eighth in the comparable group with a schedule maximum salary of \$24,030.00. The median schedule maximum salary in Comparable Group A that year was \$25,091.00 and the average was \$25,754.00. The Employer's schedule maximum salary was 2.8% or \$724.00 below the average and 4.23% or \$1,061.00 below the median. In the 1984-85 school year the schedule maximum salaries in Comparable Group A ranged from the low of \$25,475.00 at Brodhead to a high of \$30,250.00 at Milton and the Employer ranked eighth in the comparable group with a schedule maximum salary of \$25,532.00. The median schedule maximum salary in Comparable Group A that year was \$26,472.00 and the average was \$27,318.00. The Employer's schedule maximum salary was 6.5% or \$1,786.00 below the average and 3.55% or \$940.00 below the median.

Five of the school districts in Comparable Group A have reached agreement on 1985-86 minimum salaries. The BA minimum salaries range from a low of \$15,100.00 at Evansville to a high of \$16,569.00 at Janesville. The median MA minimum salary among those five school districts is \$15,506.00 and the average is \$15,808.00. The Association proposes a BA minimum of \$15,527.00 for the 1985-86 school year and the Employer proposes \$14,918.00. The dollar increase at the BA minimum for the 1985-86 school year ranged from a low of \$750.00 at Evansville to a high of \$1,850.00 at Milton. The average dollar increase at the BA minimum was \$1,256.00. The Association's proposal would provide an \$1,183.00 increase at the BA minimum and the Employer's proposal would provide a \$574.00 increase. In the 1984-85 school year the Employer's BA minimum was \$6.00 below the median and \$208.00 below the average. The Association's 1985-86 offer for the BA minimum is \$21.00 above the median and the Employer's offer is \$588.00 below the median. The Association's proposal is \$281.00 below the average and the Employer's offer is \$890.00 below the average. The Association's proposal provides an average dollar increase \$73.00 below the average and the Employer's proposal is \$682.00 below the average dollar increase.

The 1985-86 BA seventh step salaries among the school districts that have reached agreement range from a low of \$19,178.00 at Evansville to a high of \$22,700.00 at Milton. The median BA seventh step salary is \$19,452.00 and the average is \$20,395.00. The Association's proposed BA seventh step salary is \$20,185.00 and the Employer proposes \$19,393.00. The BA seventh step dollar increases for 1985-86 among the schools that have reached agreement range from a low of \$952.00 at Evansville to a high of \$1,995.00 at Parkview. The average dollar increase is \$1,476.00. The Association's proposal would provide a dollar increase at the BA seventh step of \$1,528.00 and the Employer proposes a \$746.00 increase. In the 1984-85 school year the Employer's BA seventh step was \$421.00 above the median and \$272.00 below the average. The Association's 1985-86 BA seventh step proposal is \$733.00 above the median and the Employer's proposal is \$59.00 below the median. The Association's proposal is \$210.00 below the average salary and the Employer's proposal is \$1,002.00 below the average BA seventh step salary. The Association's proposal would provide an increase \$52.00 above the average dollar increase for the BA seventh step in 1985-86 and the Employer's offer is \$730.00 below the average.

The 1985-86 BA maximum salaries among the five school districts in Comparable Group A that have reached agreement range from a low of \$19,979.00 at Parkview to a high of \$22,700.00 at Milton. The median salary is \$21,289.00 and the average salary is \$21,354.00. The Employer's 1985-86 proposal would provide a BA maximum salary of \$21,630.00 and the Association's proposal would provide \$22,514.00. The dollar increases at the BA maximum step of the 1985-86 among the five school districts range from a low of \$1,028.00 at Evansville to a high of \$1,850.00 at Milton. The average dollar increase is \$1,410.00. The Association's proposal would provide a dollar increase at the BA maximum step of \$1,716.00 and the Employer's offer would provide an increase of \$832.00. In the 1984-85 school year the Employer's BA maximum salary was \$882.00 above the median and \$854.00 above the average. The Association's proposal would provide a 1985-86 BA maximum salary \$1,225.00 above the median and the Employer's proposal would provide a salary \$341.00 above the median. The Association's proposal would provide a BA maximum salary \$1,160.00 above the average and the Employer's proposal would place the salary \$260.00 below the average. The Association's proposal provides an increase \$306.00 above the average dollar increase for the BA maximum step of the five school districts in Comparable Group A that have reached agreement and the Employer's proposal is \$578.00 below the average.

The MA minimum salaries for 1985-86 among the five school districts that have reached agreement range from a low of \$16,060.00 at Evansville to a high of \$19,500.00 at Milton. The median MA minimum salary is \$17,154.00 and the average is \$17,697.00. The Association's proposal would provide a 1985-86 BA minimum salary of \$18,167.00 and the Employer's proposal would pay \$17,454.00. The dollar increases in 1985-86 at the MA minimum step would range from a low of \$750.00 at Evansville to a high of \$2,100.00 at Milton. The average dollar increase at the BA minimum step among the five schools was \$1,403.00. The Employer's proposal would provide a \$672.00 increase and the Association's proposal would provide a \$1,385.00 increase at the MA minimum step. In the 1984-85 school year the Employer paid an MA minimum salary that was \$735.00 above the median and \$488.00 above the average. The Association's 1985-86 offer is \$1,013.00 above the median and the Employer's offer is \$300.00 above the median. The Association's offer is \$470.00 above the average and the Employer's proposal is \$243.00 above the average. The Association's proposal would provide an increase \$18.00 below the average dollar increase in the comparable group and the Employer would provide an increase \$731.00 below the average dollar increase in the comparable group.

The 1985-86 MA tenth step salaries in Comparable Group A among the five school districts that have reached agreement range from a low of \$23,167.00 at Evansville to a high of \$29,850.00 at Milton. The median salary is \$24,041.00 and the average is \$25,370.00. The Association's proposal would provide a MA tenth step salary of \$25,154.00 and the Employer's proposal would pay \$24,167.00. The dollar increase at the MA tenth step in the comparable group among the five school districts that have reached agreement for the 1985-86 school year range from a low of \$1,082.00 at Evansville to a high of \$2,537.00 at Parkview. The average dollar increase was \$1,775.00. The Association's proposal would provide a \$1,917.00 increase at the MA tenth step and the Employer's proposal would provide an increase of \$930.00. In the 1984-85 school year the Employer's MA tenth step salary was \$932.00 above the median and \$358.00 below the average. The Association's 1985-86 proposal is \$1,113.00 above the median and the Employer's is \$126.00 higher. The Association's proposal is \$216.00 below the average and the Employer's is \$1,203.00 below the average. The Association's proposal would provide an increase at the MA tenth step \$142.00 above the average and the Employer's proposal would provide an increase \$845.00 below the average.

In the 1985-86 school year the MA maximum salaries among the five school districts in Comparable Group A that have reached agreement ranged from a low of \$26,588.00 at Edgerton to a high of \$29,850.00 at Milton. The median MA maximum salary was \$27,582.00 and the average was \$27,802.00. The Association proposes a 1985-86 MA maximum salary of \$25,154.00 and the Employer proposes \$24,167.00. The dollar increase for 1985-86 at the MA maximum step among the five school districts in Comparable Group A that have reached agreement range from a low of \$1,287.00 at Evansville to a high of \$2,100.00 at Milton. The average dollar

increase was \$1,754.00. The Association's proposal would provide a \$1,917.00 increase at the MA maximum step and the Employer's proposal would pay \$930.00 more than the previous year. In the 1984-85 school year the Employer's MA maximum salary was \$3,058.00 below the median and \$2,811.00 below the average. The Association's 1985-86 proposal would provide an MA maximum salary \$2,428.00 below the median and the Employer's proposal would be \$3,415.00 below the median. The Association's proposal would be \$2,648.00 below the average and the Employer's proposal would be \$3,635.00 below. The Association's proposal would provide an increase at the MA maximum step \$163.00 above the average and the Employer's proposal would be \$824.00 below the average.

The schedule maximum salaries in the 1985-86 school year among the five school districts that have reached agreement range from a low of \$28,298.00 at Edgerton to a high of \$32,350.00 at Milton. The median schedule maximum salary among the five schools is \$28,947.00 and the average is \$30,012.00. The Association's proposal would provide a schedule maximum salary of \$27,638.00 and the Employer would pay \$26,554.00. The dollar increases at the schedule maximum among the five school districts that have reached agreement range from a low of \$1,287.00 at Evansville to a high of \$2,100.00 at Milton. The average dollar increase is \$1,847.00. The Employer's proposal would provide an increase for the schedule maximum step of \$2,106.00 and the Employer would provide a \$1,022.00 increase. In the 1984-85 school year the Employer's schedule maximum salary was \$2,128.00 below the median and \$2,633.00 below the average. The Association's 1985-86 proposal would provide a schedule maximum salary \$1,309.00 below the median and the Employer would pay \$2,393.00 below the median. The Association's proposal would pay a schedule maximum salary \$2,374.00 below the average and the Employer's proposal would be \$3,458.00 below the average. The Association's proposal would pay a dollar increase over the preceding year \$259.00 above the average and the Employer's proposal would provide a dollar increase of \$825.00 below the average.

Including the Employer, there are four handicapped children's schools in the State of Wisconsin operated by counties. Only three of them have formal salary schedules. In the 1982-83 school year the BA minimum salaries among those three range from the Employer's low of \$12,000.00 to the high of \$14,000.00 at Brown County. The average was \$13,163.00 and the Employer's BA minimum salary was 9.69% or \$1,163.00 below the average and 12.4% or \$1,488.00 below the median. In the 1983-84 school year the BA minimum bench marks in Comparable Group B ranged from the Employer's low of \$13,500.00 to the high of \$14,650.00 at Brown County. The average was \$14,097.00 and the Employer's BA minimum salary was 4.42% or \$597.00 below the average and 4.75% or \$641.00 below the median. In the 1984-85 school year the BA minimum bench marks ranged from the Employer's low of \$14,344.00 to a high of \$15,350.00 in Brown County. The average was \$14,947.00 and the Employer paid 4.2% or \$603.00 below the average and 5.6% or \$803.00 below the median.

The BA seventh step salaries in Comparable Group B for the 1982-83 school year ranged from the Employer's low of \$15,600.00 to the high of \$18,900.00 in Brown County. The average was \$16,889.00 and the Employer paid a BA seventh step salary 8.26% or \$1,289.00 below the average and 3.63% or \$567.00 below the median. In the 1983-84 school year the BA seventh step bench mark salaries in Comparable Group B ranged from a low of \$16,914.00 at Lakeland to a high of \$19,778.00 in Brown County and the Employer ranked second with a BA seventh step salary of \$17,550.00. The average was \$18,081.00 and the Employer's BA seventh step salary was 3.03% or \$531.00 below the average and it was at the median. In the 1984-85 school year the BA seventh step bench mark salaries in Comparable Group B ranged from a low of \$18,281.00 at Lakeland to a high of \$20,723.00 at Brown County and the Employer ranked second in the comparable group. The average BA seventh step salary was \$19,217.00 and the Employer paid 3.06% or \$570.00 below the average and was at the median.

In the 1982-83 school year the BA maximum salaries in Comparable Group B ranged from the Employer's low of \$16,200.00 to the high of \$22,400.00 at Brown County. The average BA maximum salary in Comparable Group B was \$19,225.00 and the Employer paid 18.67% or \$3,025.00 below the average and 17.75% or \$2,875.00 below the median. In the 1983-84 school year the BA maximum salaries in

Comparable Group B ranged from the Employer's low of \$19,575.00 to Brown County's high of \$23,440.00. The average BA maximum salary in Comparable Group B was \$20,980.00 and the Employer paid 7.18% or \$1,405.00 below the average and 1.78% or \$349.00 below the median. In the 1984-85 school year the BA maximum salaries in Comparable Group B ranged from the Employer's low of \$20,798.00 to Brown County's high of \$24,560.00 and the average was \$22,084.00. The Employer's BA maximum salary was 6.18% or \$1,286.00 below the average and .46% or \$95.00 below the median. The MA minimum salaries in Comparable Group B for the 1982-83 school year ranged from the Employer's low of \$13,560.00 to a high of \$15,483.00 at Lakeland and the average was \$14,721.00. The Employer's MA minimum salary was 8.56% or \$1,161.00 below the average and 11.5% or \$1,560.00 below the median. In the 1983-84 school year the MA minimum salaries in Comparable Group B ranged from the Employer's low of \$15,795.00 to Lakeland's high of \$16,206.00 and the average was \$15,941.00. The Employer's MA minimum salary was .92% or \$146.00 below the average and .17% or \$27.00 below the median. In the 1984-85 school year the MA minimum salaries in Comparable Group A ranged from a low of \$16,578.00 at Brown County to a high of \$17,298.00 at Lakeland and the Employer was second with an MA minimum salary of \$16,782.00. The average MA minimum salaries in Comparable Group B was \$16,886.00 and the Employer was .62% or \$104.00 below the average and it was at the median.

The MA tenth step salaries in Comparable Group B in the 1982-83 school year range from the Employer's low of \$18,960.00 to the high of \$23,520.00 at Brown County and the average was \$20,703.00. The Employer's MA tenth step salary was 9.19% or \$1,743.00 below the average and 3.53% or \$669.00 below the median. In the 1983-84 school year the MA tenth step salaries in Comparable Group B ranged from Lakeland's low of \$20,497.00 to Brown County's high of \$24,612.00. The Employer ranked second with a MA tenth step salary of \$21,870.00 and the average of the Comparable Group was \$22,326.00. The Employer's MA tenth step salary was 2.09% or \$456.00 below the average and it was at the median. In the 1984-85 school year the MA tenth step salaries in Comparable Group B ranged from Lakeland's low of \$20,060.00 to a high of \$25,788.00 at Brown County. The Employer ranked second in the Comparable Group with an MA tenth step salary of \$23,237.00 and the average was \$23,695.00. The Employer was 1.97% or \$458.00 below the average and it was at the median.

In the 1982-83 school year the MA maximum salary in Comparable Group B ranged from the Employer's low of \$18,960.00 to Lakeland's high of \$22,676.00 and the average was \$21,345.00. The Employer's MA maximum salary was 12.58% or \$2,385.00 below the average and 18.14% or \$3,440.00 below the median. In the 1983-84 school year the MA maximum salary ranged from the Employer's low of \$21,870.00 to the high in Brown County of \$26,370.00 and the average was \$23,964.00. The Employer's MA maximum salary was 9.57% or \$2,094.00 below the average and 8.14% or \$1,781.00 below the median. In the 1984-85 school year the MA maximum salaries in Comparable Group B ranged from the Employer's low of \$23,237.00 to a high of \$27,630.00 in Brown County and the average was \$25,221.00. The Employer's MA maximum salary that year was 8.54% or \$1,984.00 below the average and 6.7% or \$1,558.00 below the median.

The 1982-83 schedule maximum salaries in Comparable Group B ranged from the Employer's low of \$21,120.00 to a high of \$26,460.00 at Brown County and the average was \$24,551.00. The Employer averaged 16.25% or \$3,431.00 below the average and 23.45% or \$4,952.00 below the median. In the 1983-84 school year the schedule maximum salaries in Comparable Group B ranged from the Employer's low of \$24,030.00 to a high of \$27,689.00 at Brown County and the average was \$26,295.00. The Employer's schedule maximum salary was 9.43% or \$2,265.00 below the average and 13.05% or \$3,136.00 below the median. In the 1984-85 school year the schedule maximum salaries in Comparable Group B ranged from the Employer's low of \$25,532.00 to a high of \$29,012.00 in Brown County and the average was \$27,675.00. The Employer's schedule maximum salary was 8.39% or \$21,043.00 below the average and 11.55% or \$2,950.00 below the median.

In the 1985-86 school year the BA minimum salaries in Comparable Group B ranged from a low of \$16,350.00 in Brown County to a high of \$17,000.00 in Manitowoc County and the average is \$16,574.00. The Association proposes that the Employer pay a BA minimum salary of \$15,527.00 and the Employer proposes

\$14,918.00. The dollar increase in Comparable Group B for the BA minimum ranges from \$1,000.00 at Brown County and Manitowoc County to \$1,225.00 at Lakeland and the average dollar increase for the step is \$1,075.00. The Employer proposes a \$574.00 increase and the Association proposes a \$1,183.00 increase. In the 1984-85 school year the Employer's BA minimum salary was \$1,155.00 below the average. In the 1985-86 school year the Association proposes a salary that is \$1,047.00 below the average and the Employer proposes \$1,656.00 below the average. The Employer proposes a dollar increase at the BA minimum step that is \$108.00 above the average and the Employer proposes a dollar increase \$501.00 below the average.

In the 1985-86 school year the BA seventh step salaries in Comparable Group B were Lakeland's \$19,506.00 and Brown County's \$22,073.00 and the average was \$20,790.00. The Employer proposes a BA seventh step salary of \$19,393.00 and the Association proposes \$20,185.00. The dollar increases at the BA seventh step in Comparable Group B averaged \$1,288.00. The Association's proposal would provide an increase of \$1,528.00 at the BA seventh step and the Employer would pay an increase of \$746.00. The Employer's 1984-85 BA seventh step salary was \$855.00 below the average. The Association proposes a 1985-86 BA seventh step salary that is \$605.00 below the average while the Employer proposes that it be \$1,397.00 below the average. The Association's proposal provides an average dollar increase \$240.00 above the average and the Employer proposes an average dollar increase \$542.00 below the average. The BA maximum salaries in Comparable Group B in 1985-86 are \$22,117.00 at Lakeland and \$26,160.00 at Brown County and the average is \$24,139.00. The Association proposes a BA maximum salary of \$22,514.00 and the Employer proposes \$21,630.00. The dollar increases at the BA maximum step in Comparable Group B for the 1985-86 school year were \$1,224.00 at Lakeland and \$1,600.00 at Brown County and the average dollar increase was \$1,412.00. The Association proposes the Employer pay its BA maximum teachers increases of \$1,716.00 and the Employer proposes to increase their salaries by \$832.00. The Employer's 1984-85 BA maximum salary was \$1,929.00 below the average. The Association proposes a 1985-86 BA maximum salary that is \$1,625.00 below the average and the Employer proposes one \$2,509.00 below the average. The Association proposes a dollar increase at the BA maximum step \$304.00 above the average and the Employer proposes a dollar increase \$580.00 below the average.

The 1985-86 MA minimum salaries in Comparable Group B were \$18,523.00 at Lakeland and \$17,658.00 in Brown County and the average was \$18,091.00. The Association proposes a 1985-86 MA minimum salary of \$18,167.00 and the Employer proposes \$17,454.00. The 1985-86 increases for the MA minimum step in Comparable Group B were \$1,080.00 in Brown County and \$1,225.00 at Lakeland and the average was \$1,153.00. The Association's proposal would give the MA minimum step a \$1,385.00 increase and the Employer would give it a \$672.00 increase. The Employer's 1984-85 MA minimum salary was \$156.00 below the average. The Association proposes a 1985-86 MA minimum salary \$76.00 above the average and the Employer proposes one \$637.00 below the average. The Association's proposal would provide a dollar increase at the MA minimum step \$232.00 above the average and the Employer's proposal would provide an increase \$481.00 below the average.

The 1985-86 MA tenth step salaries in Comparable Group B were \$23,334.00 at Lakeland and \$27,468.00 at Brown County and the average salary in Comparable Group B was \$25,401.00. The Association proposes a 1985-86 MA tenth step salary of \$25,154.00 and the Employer proposes \$24,167.00. The dollar increases in the 1985-86 school year for the MA tenth step was \$1,680.00 at Brown County and \$1,274.00 at Lakeland and the average in Comparable Group B was \$1,477.00. The Association proposes to give the MA tenth step teachers an increase of \$1,917.00 and the Employer proposes a \$930.00 increase. In the 1984-85 school year the Employer's MA tenth step salary was \$687.00 below the average. In the 1985-86 school year the Association proposes an MA tenth step salary \$247.00 below the average and the Employer proposes one \$1,234.00 below the average. The Association proposes a dollar increase of \$440.00 above the average and the Employer proposes a dollar increase \$547.00 below the average.

In the 1985-86 school year the MA maximum salaries in Comparable Group B were \$26,015.00 at Lakeland and \$29,430.00 at Green Bay and the average was

\$27,723.00. The Association proposes an MA maximum salary for the 1985-86 school year of \$25,154.00 and the Employer proposes \$24,167.00. The average dollar increases in 1985-86 for the MA maximum step were \$1,800.00 in Brown County and \$1,220.00 in Lakeland and the average was \$1,510.00. The Association proposes an increase for the MA maximum step of \$1,917.00 and the Employer proposes one of \$930.00. The 1984-85 MA maximum salary of the Employer was \$2,976.00 below the average. The Association proposes a 1985-86 MA maximum salary \$2,569.00 below the average and the Employer proposes one \$3,556.00 below the average. The Association proposes an increase at the MA maximum \$407.00 above the average dollar increase and the Employer proposes an increase \$580.00 below the average.

The 1985-86 schedule maximum salaries in Comparable Group B were \$29,795.00 at Lakeland and \$30,902.00 in Brown County and the average was \$30,349.00. The Employer proposes a schedule maximum salary of \$26,554.00 and the Association proposes one of \$27,638.00. The dollar increases in Comparable Group B for the schedule maximum step in the 1985-86 school year were \$1,890.00 at Brown County and \$1,313.00 at Lakeland and the average dollar increase was \$1,602.00. The Association proposes to give its schedule maximum teachers an increase of \$2,106.00 for the 1985-86 school year and the Employer proposes an increase of \$1,022.00. In the 1984-85 school year the Employer paid its schedule maximum teachers \$3,215.00 below the average. The Association proposes a 1985-86 schedule maximum salary \$2,711.00 below the average and the Employer proposes the salary be \$3,795.00 below the average. The Association's proposal would give the schedule maximum step an increase \$504.00 above the average dollar increase for the step and the Employer would provide an increase \$580.00 below the average.

The Employer's 1984-85 wage costs for the bargaining unit was \$120,705.00. Its 1985-86 proposal would have a cost of \$129,210.00 and would provide an increase in wages of \$8,505.00. There are 6.7 full-time equivalent teachers in the bargaining unit and the Employer's proposal would provide teachers with a average dollar increase of \$1,269.00 or 7%. The 1984-85 average salary of the Employer was \$18,016.00 and its proposal would provide a 1985-86 average salary of \$19,285.00. The Employer paid its aides in the bargaining unit salaries totaling \$62,987.00 in the 1984-85 school year. It proposes salaries totaling \$65,507.00 for its aides for the 1985-86 school year. That would be an increase in its total wage cost for aides of \$2,520.00. There are eight aides and the average increase per aide would be \$315.00. The Employer's total increase in wage costs for aides under its proposal would be \$11,025.00. The Association's 1985-86 proposal has a total cost of \$134,486.00 and that is an increase of \$13,781.00 over the preceding year. It would provide an average increase per teacher of \$2,057.00 or 11.42% for each returning teacher. The Employer's 1984-85 average salary for teachers was \$18,016.00 and the Association's proposal would make the 1985-86 average salary of teachers \$20,073.00. The Association's proposal would make the total salary costs of aides \$69,777.00 which is an increase of \$6,790.00. There are eight aides and the average increase per aide would be \$849.00 or 10.78%. The total increase proposed by the Association for teachers and aides is \$20,571.00.

The Employer provides all employees with a dental program providing maximum benefits of \$1,000.00 excluding orthodontic benefits. The maximum benefit per person for a lifetime for orthodontic benefits is \$1,500.00. The annual deductible per person is \$25.00. 40% of the dental insurance premium is paid by the employee.

The Employer has reached agreement with bargaining units representing the courthouse, health care center, highway department, assistant district attorneys, deputy sheriffs' association, youth home, probation officers, and deputy sheriff supervisors. It is involved in mediation/arbitration proceedings with the public health nurses, nurses, mental health specialists, social workers, and the bargaining unit represented by the Association which is the proceeding before this Arbitrator.

The courthouse employees reached a two year agreement for the years 1986 and 1987 that provided a 3.65% increase in 1986 and a 2.1% increase in 1987.

The Employer agreed to pay an additional 1% retirement contribution and pay 60% of the premium on a dental insurance plan. The employees in the health care center reached a two year agreement with the Employer that provided a 1.4% increase on January 1, 1986 and a 2.1% on January 1, 1987. The Employer agreed to an additional 1% contribution toward retirement and to pay 60% of the premium for the dental health insurance plan. The highway department employees agreed to the same provisions for retirement and dental insurance and a wage increase of 3.5% on January 1, 1986 and 2.1% in 1987. The assistant district attorneys had a two year agreement covering the years 1985 and 1986 and it provided a 4% increase on January 1, 1985 and a 3% increase on January 1, 1986. The Employer contributed an additional 1% toward retirement effective January 1, 1986. The deputy sheriffs have a two year agreement with the Employer that provides a 3% increase on January 1, 1986 and a 2.1% increase on January 1, 1987. The Employer pays the additional 1% contribution toward retirement plus 60% of the premium for the dental insurance plan. The youth home employees reached agreement providing for a 3.28% increase on January 1, 1986 and a 2.1% increase on January 1, 1987. The Employer pays the additional 1% contribution toward retirement and 60% of the premium for the dental insurance plan. Probation officers have a two year agreement with the Employer providing a 3.1% increase on January 1, 1986 and a 2.1% increase on January 1, 1987 plus the retirement contribution and dental insurance premium payment provided to most of the bargaining unit. The deputy sheriff supervisors reached agreement with the Employer on the same package provided to the deputy sheriffs.

The Urban Wage Earners and Clerical Workers Consumer Price Index decreased from 324.3 in January of 1986 to 321.4 in May of 1986. The All Urban Consumers Price Index decreased from 328.4 in January of 1986 to 326.3 in May of 1986.

ASSOCIATION'S POSITION

The Association contends that the appropriate pool of comparables consists of the local school districts that send their handicapped students to the Employer. It points out that the feeder schools were used as the comparable group in a recent mediation/arbitration proceeding involving the Employer and this bargaining unit. The Association argues that the salaries of the teachers in the feeder schools illustrate the wage levels that have been established by collective bargaining for teachers in the area. It takes the position that when a previous arbitration decision establishes a comparable group, a change in the comparable group is like changing the rules of the game.

The Association contends that bench mark positions on salary schedules and average dollar per returning teacher comparisons should be given more weight than a percentage argument. It asserts that the bench mark method can be readily supported by comparable data and is a fair basis of comparison. The Association takes the position that the employees it represents are entitled to a money settlement similar to that received by other teachers in the area and a percentage calculation would deny that. It contends that its proposal would do no more than maintain the relative ranking of the Employer's teachers using averages and medians and the Employer's proposal would widen the gap in the relationship of its teachers to those in the comparable group. The Association argues that the settlement pattern is the most appropriate measure of the impact of the cost of living and is a more appropriate index for consideration than the consumer price index because it embraces most of the economic factors that shape wage decisions. It argues that the interest and welfare of the public are best served when teachers are compensated at the appropriate level for teacher services. The Association contends that its final offer provides a professional wage increase commensurate with the teacher market and the need to retain competent teachers. It asserts that the public interest is best served by providing wages for teachers that will attract competent and experienced teachers. The Association takes the position that its 1985-86 salary proposal is the most fair and equitable when viewed in terms of the increases received by teachers in comparable school districts. It argues that the Employer's proposal does not meet the same test of reasonableness when placed in the context of the wages paid and increases given to other teachers in the immediate area.

EMPLOYER'S POSITION

The Employer argues that the interest and welfare of the public and the financial ability of the Employer to meet the cost would best be satisfied if all of its employees received a uniform wage benefit for the term of this collective bargaining agreement. It points out that the new money offered this bargaining unit is consistent with the voluntary settlements it reached with 89% of its unionized employees. The Employer argues that the internal comparability factor is the most significant factor for the arbitrator to consider. It points out that it has reached voluntary settlements with eight bargaining units representing over 700 of its 845 unionized employees. Those bargaining units received wage increases for 1986 ranging from a 3.1% to 3.7% with benefit improvements of a dental insurance program and additional Employer payment of the employees' contribution to the retirement fund. The Employer argues that selection of the Association's position would invite all bargaining units to forsake voluntary settlements and resort to arbitration, thereby damaging the collective bargaining relationship. It points out that the internal comparables on which it relies and to which it wants its proposal for this bargaining unit to be compared were all voluntary settlements.

The Employer contends that the Association's proposal is based on comparisons of the feeder districts to the Employer that have enrollments ranging from 1,000 to 10,000 students and teaching staffs ranging from 70 to 700 employees. The basic thrust of the Employer's position is that the nine voluntary agreements reached with bargaining units representing almost 90% of its employees has established an internal pattern of settlement that overcomes any of the other statutory criteria that might support the position of the Association.

DISCUSSION

The first issue that the arbitrator must dispose of is which comparables are the most appropriate. During the 1985 arbitration involving these same parties the Association contended that the appropriate pool of comparables consisted of the local school districts that send their handicapped students to the Employer. In that proceeding the Employer urged the arbitrator to consider its other bargaining units and the three other handicapped children schools as appropriate comparables. Arbitrator Edward B. Krinsky found that the handicapped schools were relevant comparables but not controlling. He deemed the feeder schools as more appropriate because their salaries demonstrated the salary level that the voters and parents in the Employer's area have established for teachers. Krinsky determined that the Employer's voters and parents expect similar standards for teachers who are teaching their handicapped children. He pointed out that if the Employer got out of the business of teaching the handicapped, the school districts that make up the feeder schools would have the responsibility of teaching those students and their salary schedules would determine what the teachers of the handicapped would be paid. In the absence of a compelling reason for using different comparables the parties are better served by using the same comparables in order to provide some stability and consistency in the collective bargaining relationship. It is important that both parties can rely on a stable list of comparables in order to maintain some predictability in the collective bargaining process. If there is no predictability in the process there is no incentive to avoid mediation/arbitration and reach a voluntary agreement. Krinsky identified the feeder schools as being comparable in the 1985 mediation/arbitration and found the other handicapped children schools to be relevant in comparability. The Employer's other bargaining units and the settlements reached with them are relevant and constitute one of the statutory criteria that the arbitrator must consider. This arbitrator is unwilling to alter a previously established comparability group in the absence of a significant change in circumstances that would warrant it. Accordingly, the arbitrator finds that the school districts that send their handicapped students to the Employer (Comparable Group A) constitute the most appropriate comparable group and the three other handicapped schools in the State of Wisconsin (Comparable Group B) are relevant.

Through the evolution of the arbitration process arbitrators have developed

the bench mark analysis as a valid method of comparing the settlement pattern. It can be readily supported by comparable data and lends some predictability to the arbitration process. It is as reliable and predictable a measure of comparability as any other measure. The average dollar increase per returning teacher is another method of comparing school district salary increases. It tells an arbitrator how much new money in salary dollars is required by the proposals and how much money will be realized by the members of the staff. The teachers represented by the Association expect to achieve dollar settlements similar to those received by teachers with similar training and experience in the comparable group. When a school district's wage level is relatively consistent with the comparable group, percentages and dollars pose no major analytical problem, but when a district is relatively high or relatively low, percentages can cause a problem and distort the real increases received by the employees.

An analysis of the Employer's wages in the past few years and a comparison of them with the salaries received by teachers of similar experience and training in Comparable Group A indicates that it has traditionally paid the teachers in the bargaining unit less than the comparable group average and median. It is only in the last year or two that this bargaining unit, through both voluntary settlements and arbitration, has raised the salary level of the Employer's teachers to a level consistent with the wages paid teachers in the comparable groups. The concepts of collective bargaining and mediation/arbitration compel the arbitrator to avoid a decision in this proceeding that would disrupt the relationships that the Employer's teachers have developed with other teachers of similar experience and training in Comparable Group A and B. The 1985-86 settlements in Comparable Group A provided average dollar increases per returning teacher ranging from a low of \$1,466.00 at Evansville to a high of \$2,001.00 at Parkview and in Comparable Group B the range was from a low of \$1,553.00 at Manitowoc to a high of \$2,036.00 in Brown County. The Association's proposal would provide an average dollar increase per returning teacher of \$2,057.00 and that is certainly on the high side when measured against the other schools in the two comparable groups. The Employer's proposal would provide an average dollar increase per returning teacher of \$1,269.00 and that is almost \$200.00 less than Evansville and \$700.00 less than any other school district in Comparable Group A. All three of the handicapped schools in Comparable Group B have provided average dollar increases per returning teacher well above the amount that would be provided by the Employer's proposal. The evidence demonstrates that the Association's proposal would maintain the Employer's relative ranking in Comparable Group A using averages and medians. The Employer's proposal would widen the gaps in the relationships between the Employer's teachers and teachers in the other school districts in Comparable Group A who have similar training and experience. A comparison with the salaries paid by the handicapped schools in Comparable Group B produces the same result. The Employer's teachers have only recently achieved what might be considered parity with the teachers in Comparable Group A and B and the Employer's proposal would destroy that relationship. In the absence of any compelling reasons for disrupting the relationships between the Employer's teachers and the teachers in the comparable groups of similar training and experience the arbitrator must select the proposal that will continue those relationships.

Arbitrators have recognized that the settlement pattern is the most appropriate measure of the impact of cost of living, both in times of double digit inflation as well as in times of modest increases. The consumer price index plays a part in all negotiations and the settlements reached accurately reflect the impact of the consumer price index on teacher salaries in that immediate area. The pattern of settlements varies considerably from occupation to occupation. In recent years teacher settlements have provided much higher increases than most other occupations in municipal employment. They reflect the impact of the consumer price index as well as the teacher market and the demand of the public for improvements in education. If the arbitrator were to place too much emphasis on the consumer price index he would be ignoring the pattern of settlements and the labor market conditions that affect teachers salaries.

The interest and welfare of the public is not a dominating factor in these proceedings. Certainly the public is interested in obtaining competent,

experienced teachers at the lowest possible salary. However it is equally interested in attracting and retaining competent, experienced teachers who can present an educational program that has value. The proposal of the Association falls within the pattern of salaries and increases established in Comparable Group A and B and will keep the Employer competitive in attracting and retaining teachers. The implementation of the Employer's proposal would have the reverse effect and is therefore unacceptable.

The base 1985-86 salary schedule offered by the Association is fair and equitable when viewed in terms of the salary increases received by teachers in Comparable Group A and B. The Employer's offer does not meet the same test of reasonableness when placed in the context of teacher salaries in the comparable groups. The proposal of the Association falls within the pattern that has been deemed acceptable by the school districts that provide students to the Employer. This constitutes a fair measure of what a reasonable settlement should be.

The Employer argues that the interest and welfare of the public would best be satisfied if all of its employees received a uniform wage benefit improvement. It asserts that its proposal to the Association is consistent with the nine voluntary settlements covering almost 90% of its unionized employees. The real thrust of the Employer's argument is that it believes the most significant factor for the arbitrator's consideration is the pattern established by its internal settlements. The Employer has established an internal pattern of settlements that has a high degree of consistency. Those settlements encompass employees in a variety of occupations ranging from blue collar to professional. The Employer takes the position that the arbitrator should adhere to that pattern and impose it on the Employer's teachers.

Over the years, arbitrators have found some validity in the type of argument made by the Employer. They have given a great deal of weight to patterns of internal settlements in reaching their decisions. Internal comparabilities are only one of the factors that the Wisconsin Statutes require an arbitrator to consider. Of equal significance is the comparison of wages, hours and conditions of employment with other employees performing similar services. That particular criterion accurately reflects the forces of the market with respect to the occupation involved. The arbitrator is satisfied that in recent years teachers have received larger increases than most other municipal employees in Wisconsin. Teachers have received higher percentage increases than blue collar and nonprofessional white collar employees in the same school district.

The real weakness in the Association's final offer is the fact that it provides a percentage increase for its aides of 10.78%, which is very close to 11.42% increase that it provided for the teachers. The arbitrator is of the opinion that the factors that justify a departure from the internal settlement pattern for the Employer's teachers do not justify such a departure for the aides. The internal settlement pattern would provide an increase for the aides similar to the increases received by other employees performing similar services. It would not be reasonable for the arbitrator to award the teachers less than the statutory criteria justifies simply because the aides will receive a larger increase than the statutory criteria justifies for them. That would be a case of the tail wagging the dog. The practice in the past has been for the pay plan to provide the same percentage increase for the aides that the teachers receive. Accordingly, the dog wags the tail and the aides will receive the same percentage increase as the teachers.

The Employer points out that in 1985 it went to mediation/arbitration with a number of bargaining units after making a uniform final offer to all of them. It argued that the uniformity of its final offer should be the determining factor. A number of the arbitrators rejected that position by implying that internal patterns were significant only when accomplished by voluntary settlements. Now the Employer argues that voluntary agreements it has with almost 90 percent of its employees are significant factors that should determine this matter. The arbitrator is impressed by internal comparables, particularly when they are the result of voluntary agreements. Like most other arbitrators, he is not inclined to be bound by them. He is required to give consideration to the wages paid to comparable employees performing comparable tasks and he must give con-

sideration to the teacher market as one of the factors normally taken into consideration in the determination of wages.

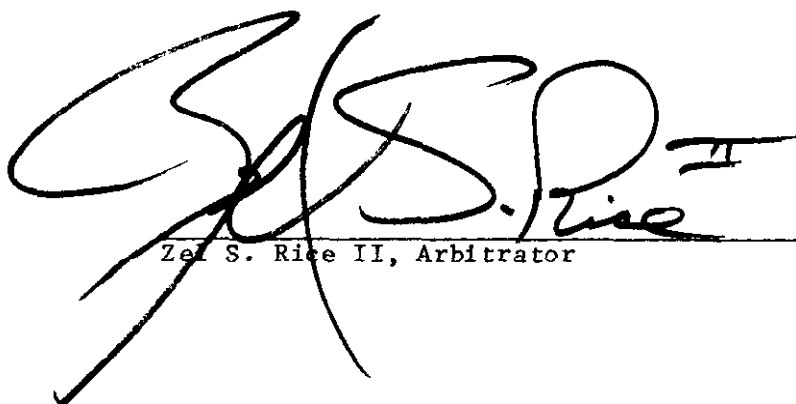
A teacher in the bargaining unit represented by the Association can reasonably expect to be paid wages and receive increases similar to those received by teachers in the school districts that feed their handicapped students to the Employer (Comparable Group A). There should be some relationship between their salaries and those of teachers in the three other handicapped schools in the State of Wisconsin (Comparable Group B), but Comparable Group A is the most significant comparison. The arbitrator has concluded that the greatest weight should be given to the salary comparisons with the feeder schools in the same geographical area as the Employer. These favor the Association's proposal. It will provide its teachers with a higher percentage increase than it has agreed to give any of its other employees. The arbitrator is satisfied that the increase the Employer provided to its other employees keeps them competitive with other employees in the area doing comparable work. He is equally satisfied that providing that type of increase to the Employer's teachers would result in a deterioration in their status when compared to teachers of similar experience and training in the area. The arbitrator is of the opinion that it is more important to pay teachers salaries and give them increases similar to those that teachers generally receive and to pay other occupations salaries and give them increases similar to those that the occupations generally receive than it is to provide all employees of an Employer with the same percentage increase. That rationale is not correct in every situation but the arbitrator is satisfied that it is in this one.

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

AWARD

After full consideration of the criteria set forth in the statutes and after careful and extensive examination of the exhibits and briefs of the parties the arbitrator finds the Association's final offer more closely adheres to the statutory criteria than that of the Employer and directs that the Association's proposal contained in Exhibit A be incorporated into an agreement containing the other items to which the parties have agreed.

Dated at Sparta, Wisconsin this 15th day of December, 1986.



Zel S. Rice II, Arbitrator

Name of Case: Rock County Handicapped Children's Bd.

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

5/12/86
(Date)

Lizbeth M. Wilson
(Representative)

On Behalf of: Rock County Educational Association

RCEA FINAL OFFER

STEP	EA	EA+6	EA+12	EA+18	EA+24	MA	MA+6	MA+12	MA+18	MA+24
1.0	15527	15993	16458	16925	17390	18167	18788	19409	20029	20651
2.0	16304	16769	17236	17701	18167	18943	19564	20185	20807	21427
3.0	17080	17545	18012	18477	18943	19720	20340	20962	21583	22204
4.0	17856	18322	18788	19253	19720	20496	21117	21738	22359	22980
5.0	18633	19099	19564	20029	20496	21272	21894	22514	23135	23757
6.0	19409	19875	20340	20807	21272	22048	22670	23291	23911	24533
7.0	20185	20651	21117	21583	22048	22825	23446	24067	24689	25309
8.0	20962	21427	21894	22359	22825	23602	24222	24843	25465	26086
9.0	21738	22204	22670	23135	23602	24378	24998	25620	26241	26862
10.0	22514	22980	23446	23911	24378	25154	25775	26396	27017	27638

PAY PLAN FOR TEACHER AIDES

1985-1986

<u>PROGRESSION</u>	<u>RATE</u>	<u>ANNUAL SALARY</u> (based on 1302 hours worked per school yr.)
Starting rate	\$5.0510	\$6576.40
After 6 months	5.5656	7246.41
After 18 months	6.1347	7987.38
After 30 months	6.7594	8800.68

Name of case: Rock County Handicapped Childrens Bd.

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

5/12/86
(Date)

Bruce Patterson
(Representative)

On Behalf of: Rock County, Wisconsin

NEGOTIATION DISPUTE
EMPLOYER'S FINAL OFFER

Rock County, The Employer And Rock County Education Association The Union	WERC Case 214 No: 36886 MED/ARB - 3881
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The Employer makes the following final offer on all issues in dispute for a successor Agreement to begin August 1, 1985 and remain in full force and effect through July 31, 1987. *BKP*

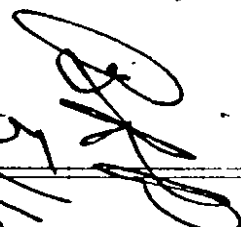
1. All provisions of the 1984-85 Agreement between the parties not modified by a Stipulation Of Agreed Upon Items, if any, or this Final Offer shall be included in the successor Agreement between the parties for the term of said agreement.
2. Term Of Agreement: *Two* ~~one~~ *BKP* years beginning August 1, 1985 *BKP* through July 31, 1987. *BKP* The dates in the Agreement setting forth the terms shall be changed to reflect the above cited term.
3. Wage Increase:
 - A. Teachers--As of August 1, 1985 the attached salary schedule shall be in effect and remain in effect through July 31, 1986.
 - B. Aides--Increase the rates in Appendix A of the 1984-85 Agreement by four percent effective August 1, 1985 through July 31, 1986.

Bruce K. Patterson
FOR THE COUNTY
Bruce K. Patterson

Date 5/12/86

Appendix B
Salary and Index for Teachers
1985-86

Degree Years	BA	BA+6	BA+12	BA+18	BA+24	MA	MA+6	MA+12	MA+18	MA+24
0-1	14,918	15,365	15,812	16,261	16,708	17,454	18,051	18,648	19,243	19,840
1-2	15,664	16,111	16,559	17,006	17,454	18,199	18,796	19,393	19,990	20,586
2-3	16,409	16,857	17,305	17,752	18,199	18,946	19,542	20,139	20,736	21,333
3-4	17,155	17,603	18,051	18,498	18,946	19,692	20,289	20,885	21,482	22,079
4-5	17,902	18,349	18,796	19,243	19,692	20,437	21,034	21,630	22,227	22,824
5-6	18,648	19,095	19,542	19,990	20,437	21,183	21,780	22,377	22,973	23,570
6-7	19,393	19,840	20,289	20,736	21,183	21,929	22,526	23,123	23,720	24,316
7-8	20,139	20,586	21,034	21,482	21,929	22,676	23,271	23,868	24,465	25,062
8-9	20,885	21,333	21,780	22,227	22,676	23,421	24,017	24,614	25,211	25,808
9-10	21,630	22,079	22,526	22,973	23,421	24,167	24,764	25,360	25,957	26,554


 5/12/86

APPENDIX A
PAY PLAN FOR TEACHER AIDES
1985-1986

<u>PROGRESSION</u>	<u>RATE</u>	<u>ANNUAL SALARY</u> (based on 1302 hours worked per school yr.)
Starting rate	\$4.7419	\$6173.95
After 6 months	5.2250	6802.95
After 18 months	5.7592	7498.48
After 30 months	6.3457	8262.10

BRP
5/17/86