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In the Matter of Arbitration Between :
MADISON TEACHERS INC. :
and : **AWARD WISCONSIN EMPLOYMENT**
MADISON METROPOLITAN SCHOOL DISTRICT : **RELATIONS COMMISSION**
Case 213 No. 48248 INT/ARB-6652 : Decision No. 27610-B

I. NATURE OF PROCEEDING. This is a proceeding in final and binding final offer arbitration under Section 111.70 of the Municipal Employment Relations Act. Madison Teachers Inc. filed a petition on November 2, 1992, with the Wisconsin Employment Relations Commission alleging that an impasse existed between it and the Madison Metropolitan School District in collective bargaining representing Educational Assistants. The Commission through Commissioner Herman Torosian investigated the matter and found that the parties were at impasse. The Commission concluded that the parties had substantially complied with the procedures set forth in Section 111.70(4)(cm) required prior to arbitration, concluded that an impasse within the meaning of Section 111.70(4)(cm)6 of the Act existed, certified that conditions precedent to initiation of arbitration as required by the Act had been met, and therefore ordered final and binding arbitration on April 12, 1993.

The parties initially selected Arbitrator Gil Vernon as arbitrator and the Commission therefore appointed him, but arbitrator Vernon excused himself on April 18, 1993, and Frank P. Zeidler, Milwaukee, Wisconsin, was appointed in his place on June 1, 1993. A hearing was held on the matter on July 27, 1993. Parties were given full opportunity to give testimony, present evidence, and make argument. Therefore the last briefs were exchanged on September 23, 1993.

II. APPEARANCES.

JOHN A. MATTHEWS, Executive Director, Madison Teachers Inc.,
appeared for the Union.

SUSAN HAWLEY, Labor Contract Manager, Madison Metropolitan
School District, appeared for the District.

III. THE OFFERS. In a summary of the offers, the Union is proposing a 4.34% increase for 1992-1993 and a 4% increase for 1993-1994 in wages. The District proposes a 4% and 3% increase for the two years, respectively. The Union is proposing an additional holiday in 1992-1993 and two additional holidays in 1993-1994. The District is proposing one holiday to be added for each year. The District is also proposing to include in its offer a Memorandum of Understanding relating to a Board training for educational assistants who would be required to attend such training, but would be paid for the time spent.

Copies of the final offers are appended.

IV. FACTORS TO BE WEIGHED.

"7. Factors considered. In making any decision under the arbitration procedures authorized by this paragraph, the arbitrator shall give weight to the following factors:

"a. The lawful authority of the municipal employer.

"b. Stipulations of the parties.

"c. The interests and welfare of the public and the 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 employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes performing similar services.

"e. Comparison of the wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes generally in public employment in the same community and in comparable communities.

"f. Comparison of the wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes in private employment in the same community and in comparable communities.

"g. The average consumer prices for goods and services, commonly known as the cost-of-living.

"h. The overall compensation presently received by the municipal employes, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.

"i. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

"j. 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, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment."

V. LAWFUL AUTHORITY. There is no question here as to the lawful authority of the school district to meet the terms of either offer.

VI. STIPULATIONS. All other matters have been stipulated to between the parties.

VII. COSTS OF THE OFFERS. The following table summarizes the costs of the offers:

Table I

WAGES AND TOTAL PACKAGE COSTS OF THE OFFERS

<u>District Offer</u>	<u>1991</u>	<u>1992-93</u>	<u>1993-94</u>
Wages	\$4,241,224	\$4,495,697	\$4,746,444
Total Compensation	5,761,543	6,194,247	6,648,476
\$ Increase		432,704	454,229
% Increase		7.51	7.33
 <u>MTI Offer</u>			
Wages	\$4,241,224	\$4,510,118	\$4,807,019
Total Compensation	5,761,543	6,209,703	6,716,572
\$ Increase		448,160	506,869
% Increase		7.78	8.16

(Bd. Ex. 6a, 6b)

VIII. COMPARABLE DISTRICTS. The parties are offering different districts for comparables. MTI is proposing that the 10 largest school districts of the state be used as comparables. The Board is proposing 9 districts in the vicinity of Madison.

The following table makes comparisons of characteristics of the districts:

Table II

CHARACTERISTICS OF COMPARABLE DISTRICTS

	1991-92 Eq.Val. \$000,000	1991-92 Enrollment	1992-93 Equalized Val/Member
<u>MTI COMPARABLES</u>			
Milwaukee	12,767	93,381	\$135,039
Madison	6,932	23,849	313,907
Racine	3,706	22,321	183,854
Green Bay	3,232	18,369	198,181
Waukesha	3,174	12,864	268,372
Kenosha	2,757	16,590	189,030
Appleton	2,666	13,218	225,063
Eau Claire	1,689	10,951	168,325
Janesville	1,577	9,793	178,720
Sheboygan	1,473	9,465	166,600
Average	3,996		
<u>BOARD COMPARABLES</u>			
Middleton/C.P.	1,089	4,208	258,792 (1)U(2)
Sun Prairie	659	3,963	167,428 U
Verona	540	2,918	185,058 U
Stoughton	495	2,986	166,108
DeForest	439	2,600	168,846
Monona Grove	437	1,929	226,542 U
Oregon	410	2,628	156,012
Waunakee	367	1,874	146,211
McFarland	274	1,821	150,466 U
Average	523		

(Bd. 48, 49, 23)

- (1) Calculated by arbitrator.
- (2) Employees organized in Union.

Union Position on Comparability Summarized. The MTI holds that in this matter the 10 largest school districts in the state are the proper comparables. This is so because of similar size and wealth, pupil enrollment, equalized valuation and the fact that employees in these districts with titles similar to those in less populous districts perform more complicated tasks. The complexity of the tasks was shown in the testimony of MTI Educational Assistants. Also recently in an arbitration award involving the clerical and technical bargaining unit, Arbitrator Tyson found that the 10 largest districts constituted the appropriate comparables. At least 3 of the districts mentioned by the Board are not unionized, these being the districts of DeForest, Waunakee

and Oregon. Also there is arbitral opinion to the effect that non-union districts should not be compared to unionized districts. The MTI argues that geography or proximity is only one factor to be considered, and that the other factors are size and ability to pay. The MTI also states that the argument of the District that its labor market for Educational Assistants is the Madison area was not demonstrated by any information showing that people came into the schools from the outlying districts or left for them.

District Position on Comparables. The District argues that the adjacent districts are the only comparable districts for the positions in the Educational Assistant's unit. The adjacent units were selected as the places which employees in the bargaining unit would look for alternative employment if they were not employed in the Madison district. Such persons would unlikely commute much farther than the adjacent area. The District also cites arbitral opinion to the effect that it is proper to use adjacent districts, even if they are not all unionized. Proximity is the important criterion here. The District also challenges the MTI argument that the Madison Educational Assistants are encountering a greater diversity of students, and that the workload of the Educational Assistants in Madison is greater.

Discussion and Opinion. The parties have presented evidence on the two sets of comparables, with the MTI contending the primary comparables were the 10 largest districts, and the District contending that its comparables of nearby or adjacent districts were the most comparable. Two factors used in arbitration to determine comparability are in conflict here: proximity and size. In the opinion of the arbitrator the argument on size in arbitration hangs principally on the contention that the larger a district is the more likely to have the ability to pay more. Generally speaking there is some truth in this as is shown in Table II, but also Table II demonstrates that every single district proposed by the District for comparing has a greater equalized valuation per member than has the Milwaukee district. So the principle that the higher the population the greater the ability to pay has exceptions.

Thus the matter of proximity, as related to the job market, must be considered. This is the argument of the District. The arbitrator is persuaded that people mostly holding the part-time positions of Educational Assistant would be people drawn from the Madison area. However at this point this arbitrator holds that the use of non-unionized comparables where the employer can unilaterally determine wage conditions is not appropriate here. Thus as far as this arbitrator views the matter, the primary comparables among the districts for Educational Assistants in Madison are the organized school districts in the Madison area as the pool from which available workers are most likely to be drawn. This means that the primary comparables for Educational Assistants are those of Middleton-Cross Plains, Sun Prairie, Verona, Monona Grove and McFarland. The comparable group of the 10 largest districts will be considered secondary, but some consideration will be given later to the possibility that Madison Educational Assistants may have a greater diversity of student types to work with.

In expressing the opinion that adjacent districts are the most comparable for this unit of the District staff, the interpretation should be avoided that the principle also applies to other units where full-time or professional work is offered.

IX. COMPARISON WITH EMPLOYEES IN OTHER DISTRICTS DOING SIMILAR WORK. This bargaining unit of MTI has 520 members. They have currently three different types of Educational Assistants, those who are Regular Educational Assistants, (EA's), those who are Handicapped Children's Assistants, (HCA's), and those who are Nurse's Assistants, (NA's). The District is proposing a fourth classification which is a Floating Assistant, a position in which an Assistant will fill in where a one-assistant to one-student is required in an emergency. There are 13 steps on the pay scale after which at the 13th year a system of longevity begins and terminates in six steps at the 27th year. Employees work from 12.5 hours to 40 hours per week, and the bulk works more than 20 hours per week. (MTI Exhibit 20). Job descriptions were furnished as exhibits, and testimony given by members of MTI about the extent of their duties. Employees are intended to be working under supervision, although the employees testified that at times they are functioning alone.

MTI Exhibit 24 A showed EA's in 1992-93 worked an average of 27.43 hours per week with average earnings of \$7.86. HCA's worked an average of 32.92 hours per week, earning \$7.90 per hour, and NA's worked 24.59 hours on the average at \$9.64 per week.

The following tables are derived from Union exhibits:

Table III

**COMPARISONS OF MADISON OFFERS AMONG
LARGEST SCHOOL DISTRICTS W/O LONGEVITY**

Classification	1991-1992				1992-1993				1993-1994 ¹			
	Min. \$	Rank	Max. \$	Rank	Min. \$	Rank	Max. \$	Rank	Min. \$	Rank	Max. \$	Rank
Regular Educ.												
Assts.-MTI	6.50	5	9.00	3	6.78	5	9.39	3	7.05	2	9.77	2
-MMSD	6.50	5	9.00	3	6.76	5	9.36	3	6.96	3	9.64	2
Handicapped Children's												
Assts.-MTI	6.90	6	9.40	4	7.20 ²	5	9.81 ²	3	7.49 ³	2	10.20	2
-MMSD	6.90	6	9.40	4	7.18	5	9.78	3	7.39	2	10.07	2

(UX 36 A, Rev., 36 B)

- 1 4 districts reporting
- 2 8 districts reporting
- 3 3 districts reporting

Table IV

COMPARISON OF PERCENTAGE INCREASES AMONG
LARGEST SCHOOL DISTRICTS

<u>Classification</u>	<u>Min.</u>	<u>1992-93⁽¹⁾</u>		<u>Rank</u>	<u>Min.</u>	<u>1993-94⁽²⁾</u>		<u>Rank</u>
		<u>Rank</u>	<u>Max.</u>			<u>Rank</u>	<u>Max.</u>	
Regular Educational								
Asst.								
MTI	4.34	3	4.34	2	4.00	3	4.00	2
MMSD	4.00	6	4.00	4	3.00	4	3.00	4
Aver. w/o Madison	4.62		3.97		5.07		4.59	
Handicapped								
Children's Asst.								
MTI	4.34	3	4.34	3	4.00	2	4.00	2
MMSD	4.00	5	4.00	4	3.00	4	3.00	4

(UX 35 A Rev., 35 B)

(1) 10 districts

(2) 4 districts

Table V

COMPARISON OF OFFERS IN PERCENTAGE INCREASE
WITH 10 LARGEST DISTRICTS AND
MMSD CONTIGUOUS LIST, 1992-93

	<u>Educational</u>		<u>Handicapped</u>	
	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>
Largest 10	4.76	4.26	4.78	4.24
Contiguous	5.24	4.94	4.98	5.24
MTI	4.34	4.34	4.34	4.30
MMSD	4.00	4.00	4.00	4.00

(MTI Brief, P. 18)

Table VI

YEARS TO MAXIMUM, EDUCATIONAL ASSISTANTS

Appleton	15
Eau Claire	N/A
Green Bay	15
Janesville	136 months (approx. 15 yrs.)
Kenosha	3
Madison	27
Milwaukee	N/A
Racine	15
Sheboygan	10
Waukesha	N/A

The District compared wages of affected employees among its list of comparables. It compared Madison wages for Regular Educational Assistants and for Handicapped Children's Assistants for the periods from 1989-1990 through 1992-1993 with the average of all districts with the Madison District included. Through a series of bar graphs, it was shown that the Madison wages at both the entry level and at the maximum for both the Regular Educational Assistant and Handicapped Children's Assistant exceeded the average in every year. (EX 18, 19, 24, 25).

The District also provided exhibits relating to percentage increases in entry level and maximum wage and compared this to the averages of districts where the data was known. In some instances known data were omitted, because they were considered out of the normal range of settlement. The following table is abstracted from the District's exhibits.

Table VII

COMPARISON OF PERCENTAGE INCREASES FOR EA AND HCA WAGES
AMONG DISTRICT COMPARABLES

	<u>Min.</u>	<u>1991-92</u>		<u>1992-93</u>	
			<u>Max.</u>	<u>Min.</u>	<u>Max.</u>
Educational Assistant					
Average ⁽³⁾	4.8	5.0(4.2) ⁽¹⁾	4.1	4.8(3.9) ⁽¹⁾	
Madison	5.7	4.2	4.1	4.0(2)	
Handicapped Children's Asst.					
Average ⁽³⁾	4.6	4.8(4.0) ⁽¹⁾	4.0	5.0(4.2) ⁽¹⁾	
Madison	5.3	4.0	3.8	4.0(2)	

(EX 16, 22)

- (1) Monona Grove excluded.
- (2) Board offer
- (3) Includes Board offer

The District provided information on gross wage increases for Regular Educational Assistant and Handicapped Children's Assistant. The following table is an abstraction from District exhibits:

Table VIII

COMPARISON OF GROSS WAGE INCREASES FOR EA AND HCA
AMONG DISTRICT COMPARABLES

	<u>Min.</u>	<u>1991-92</u>		<u>Min.</u>	<u>1992-93</u>	
			<u>Max.</u>			<u>Max.</u>
Educational Assistant						
Average(3)	.29	.31	(.26)	.35	.40	(.35) ⁽¹⁾
Madison	.35	.26		.39	.40	(2)
Handicapped Children's Asst.						
Average(3)	.29	.31	(.27) ⁽¹⁾	.35	.45	(.40) ⁽¹⁾
Madison	.35	.28		.38	.42	(2)

(EX 17, 23)

- (1) Monona Grove excluded.
- (2) Board offer
- (3) Includes Board offer.

The District in its Exhibit 26 made a projection of what wages would be if all other districts not settled for 1993-1994 were to settle for a 4% increase. McFarland and Monona Grove have settled. In developing an average, the Board offer in Madison was included. This table succinctly summarizes the data.

Table IX

	<u>Entry Level</u>	<u>Maximum</u>
Regular Educational Asst.		
Average	6.38	9.12
Madison	6.96	10.70
Handicapped Children's Asst.		
Average	7.25	9.73
Madison	7.40	11.18

In entry level wages for Regular Educational Assistant among the District comparables for the years 1989-1990 through 1992-1993, Madison was and is always second in rank. At the maximum it was always first. (BX 14, 15).

For Handicapped Children's Assistant the District at the entry level went from second to fourth, but at the maximum wage it was always first.

The District provided data on Madison comparisons with the 10 largest districts ("metropolitan" districts). This information is summarized as follows:

- For Regular Educational Assistants from 1989-1990 to 1992-1993, the Madison entry level wage was below the group average for each year. The Madison wage was included in the group average. Madison went from sixth in rank to fifth in rank. (BX 28).

- For 1989-1990 to 1992-1993 the Madison maximum level wage for Regular Educational Assistants always exceeded the average and was first in rank. (BX 29).

- For the period of 1991-1992 the percentage increase for Regular Educational Assistants at 4.0% under the Board offer is less than the average increase of 4.7% when Appleton is included, or 4.3% when Appleton is excluded. The Board offer is included in the averaging. (BX 30).

- In 1991-1992 the gross wage increase for Regular Educational Assistants at \$0.26 is less than the average increase of \$0.31 when Appleton is included, or \$0.29 when it is excluded. (BX 31).

- Similarly for Handicapped Children's Assistant the entry level wage from 1989-1990 to 1992-1993 was always less than the average. Madison however went from sixth in rank to fifth. (BX 32 corrected).

- For maximum wage for Handicapped Children's Assistant the Madison rate was always first, and thus exceeding the average. (BX 33).

- For 1992-1993 for Handicapped Children's Assistant the percentage increase at 4.0% for the Board offer was below the average, even with an increase of 8.5% at Appleton excluded. However at the maximum wage, the Madison increase at 4.0% was equal to the average at 4.0% with Appleton excluded. If Appleton were to be included the rate would be 4.2%. (BX 34).

- The Madison wage increase at the entry level was \$0.28 for 1992-1993, which was below the average of \$0.33, or \$0.31 if Appleton is excluded. At the maximum wage the increase of \$0.42 exceeded the average. (BX 35 corrected).

The District projected wage increases for 1993-1994 for the Regular Educational Assistant in the 10 largest districts at the entry level. Madison, fifth in rank with \$6.96, was below the average at \$7.18. At the maximum it was first at \$10.70. A similar set of relationships existed for the Handicapped Children's Assistant. (BX 36).

Summary of MTI Position on Wages. The MTI position is that the 10 largest districts of the state are the appropriate comparables because of similar size and wealth, and this is an arbitral practice. Larger districts have a more diverse student population which also adds to their similarity. MTI witnesses described the diversity of the student population with whom they are engaged. This diversity not only includes physical condition but poverty.

The MTI notes that in a recent arbitration decision involving its clerical/technical bargaining unit, Arbitrator Tyson accepted the MTI position that the comparable districts were the 10 largest districts.

The use by the District of contiguous districts is inappropriate because of dissimilarity in pupil enrollment, in equalized valuation in student population served and general existence of non-union representation. MTI cites arbitral authority on the inappropriateness of using non-union school districts.

MTI, citing Board Exhibits 16, 22, 30 and 34, produced a table which it holds is a corrected table since the District skewed its data by including the Board offer in its averages. This MTI table is as follows:

Table X

MTI TABLE DERIVED FROM BOARD EXHIBITS AND
NOT INCLUDING BOARD OFFER IN AVERAGING

1992-1993

	<u>Educational Assistants</u>		<u>Handicapped Children's Asst.</u>	
	<u>% Increase</u>	<u>% Increase</u>	<u>% Increase</u>	<u>% Increase</u>
	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>
Largest 10	4.76	4.26	4.78	4.24
Contiguous	5.24	4.94	4.98	5.24
MTI offer	4.34	4.34	4.34	4.34
MMSD offer	4.00	4.00	4.00	4.00

MTI objects to the District averaging methods on the exclusion of settlements in comparables which the District claimed were outside the pattern of settlement. The MTI regards this practice of including employer offers in averages as inappropriate.

MTI holds that the comparisons both in the 10 largest districts and the contiguous districts show that the District offer is unreasonable.

MTI also holds that the 1993-1994 pattern of settlements, though relatively few, show a pattern which supports MTI's offer, the average increase being 5.07% at the minimum and 4.59% at the maximum. In this case the MTI offer at 4.0% for the 1993-1994 year is the comparable.

In citing the recent decision of the arbitrator in the clerical/technical employees' contract, the arbitrator accepted a 3.0% offer for the clerical and technical employees because they were already highly paid.

MTI also points to the fact that Madison is ranked low for employees at the entry wage levels among the group of 10 districts, but challenges the validity of the data showing the maximum, because of the length of time it takes for a Madison EA or HCA to reach the maximum, namely 27 years as compared to the next nearest level of 15 years. Only 9 of 465 Educational Assistants are at the maximum.

The MTI also contends that the District gross wage increases were skewed in the averages by the same process of including the Madison Board offer in the average.

Summary of District Position on Wages. The District asserts that wages under its offer are consistent relative to the contiguous districts. The District notes that it is using just two of its classifications for bench mark positions, Regular Educational Assistant and Handicapped Children's Assistant, because they are common positions in other districts and have been used as bench marks by other organizations.

The District emphasizes that these positions do not require any additional type of educational training such as work toward a degree and no degree is required. Though a Handicapped Children's Assistant does require a license, a degree is not required for the license. A person can get a license with three years experience in supervision of structured youth activities. The Nurse's Assistant also does not require any degree but only a CPR certification, a successful completion of a 24-hour approved nursing assistant course and first aid.

The District also stresses that the employees only assist professional employees and do not have decision making responsibilities nor final responsibility for their work.

As for Educational Assistant, the District notes that the Madison offer for 1992-1993 retains Madison in second place at entry level. At the maximum Madison is significantly higher. Longevity has been included in the comparisons. If the projections made for the wage levels of 1993-1994 hold, Madison will still be second highest at entry and first in maximum pay.

The District percentages increase for 1992-1993 show that Madison will be equal to or above percentages in four out of six instances. The Monona Grove increase is out of the pattern and the District offer is consistent with the pattern. In the case of gross wage increases, the District is equal to or above average in all six instances.

Similarly in the case of the Handicapped Children's Assistant, the District offer is in the higher ranges. At the maximum range the District is highest for four years, showing the excellent longevity provisions. In the entry level the District offer maintains its rank at third place. In percentage increases Madison is equal or above, excluding Monona Grove, in three instances and slightly below in three other instances. Again, excluding Monona Grove, the District offer is above average in all cases.

In sum the District offer maintains Madison's ranking for the 1992-1993 and 1993-1994 school years in comparison to contiguous districts. The District position is thus the more reasonable one.

The District contends that in the comparisons with the 10 largest districts in Educational Assistant, the District is advancing from sixth to fifth place in entry level wages, but at the maximum it is top, again illustrating the effect of the longevity package.

As for Handicapped Children's Assistant, the District notes that Madison ranked sixth among the districts for the four years from 1989-1990 to 1992-1993 and will retain that position under either offer for 1993-1994; however at the maximum Madison was in the first place for all four years. In percentage and gross wage increases, Madison increases have been higher than or very close to the average pattern occurring in the comparable contiguous districts.

For the four years of 1989-1990 to 1992-1993 the District maintains a consistent rank for Handicapped Children's Assistant at both entry and maximum levels when compared to the largest districts. The District maintains its position under its offer in 1992-1993 and is in a leading position with regard to the maximum wage levels. Madison's extensive longevity provision elevates the District to first place in maximum wages.

Discussion and Opinion. The argument of each of the parties for their own greater comparability and reasonableness of their offers is sustained if one accepts their list of comparable districts also. However each party has presented the arbitrator with a difficulty. The District emphasizes, for example, the maximum salary attainable under its schedule. However this maximum takes 27 years to reach. Exhibit 20 of MTI indicates that there is no HCA who has reached the top longevity. One HCA has reached a 10% longevity level for 15.0 hours a week, and one has a 9% longevity level for 32 hours a week. The arbitrator therefore believes that the use of maximums by the District does not provide the best test of top salaries, and a comparison of maximums in the steps without longevity is a better method of judging, as shown in the method used by MTI in its Exhibit 36 A revised. However, as noted earlier, the arbitrator considers the use of the 10 largest districts as of secondary value.

The following table developed by the arbitrator with a list of organized districts in the Madison area illuminates the conditions relating to what the arbitrator considers primary districts for comparison for 1992-1993. The position of Regular Educational Assistant is used here as a bench mark position, the data relating to which are sufficient to indicate what will be happening also to Handicapped Children's Assistants within the primary comparable districts.

Table XI

COMPARISON OF WAGES FOR REGULAR EDUCATIONAL ASSISTANT
OR EQUIVALENT POSITION AMONG PRIMARY COMPARABLES (2)

<u>1992-1993</u>	<u>Entry Level</u>	<u>Top w/o Long.</u>	<u>Longevity</u>	<u>Years to Maximum</u>
Middleton ⁽¹⁾	N/A	N/A	12%	17
Sun Prairie	6.82	8.94	10.01	13
Verona	6.25	8.50	8.80	
Monona Grove	6.51	8.46	none	
McFarland	6.13	8.53	9.13	15
Madison				27
MTI	6.78	9.39	10.42	
MMSD	6.76	9.36	10.39	
<u>1993-1994</u>				
Middleton ⁽¹⁾	N/A	N/A		
Sun Prairie				
Verona				
Monona Grove	6.58	8.54		
McFarland	6.33	8.73		
Madison				
MTI	7.05	9.76	10.83	
MMSD	6.96	9.64	10.70	
(1)				
1991-1992 data for Middleton	7.01	8.20	9.18	17

(2) Sources: BX 1 Series; BX 61; BX "Middleton", "Sun Prairie", "Verona", "Monona Grove", "McFarland"; MTI Reply Brief, p. 15; District Supplementary Exhibit on Longevity.

From the above table, the arbitrator concludes that the offer of the District is reasonable. Although the District is relatively low in entry level pay, it affords an opportunity within the steps of the schedule to reach the highest levels before the employee having to attain the level where longevity goes into effect. With longevity feature, the District affords a benefit not always found in the other systems.

The arbitrator is extrapolating the results here for Handicapped Children's Assistants within the primary comparables and felt it not necessary to produce a similar table for HCA's.

As for percentage increases and actual dollar increases from 1991-1992 to 1993-1994, the arbitrator believes that while such information has usefulness, the basic matter for consideration is what dollars are paid, and Table XI shows that.

X. COMPARISON WITH OTHER EMPLOYEES IN OTHER GOVERNMENT UNITS DOING SIMILAR WORK. District Exhibit 39 reported 1990 wages for Regular Teacher Aides in Madison, and an average of Dane County and the State of Wisconsin employees with the following results:

Table XII

1990 WAGES FOR REGULAR TEACHER AIDE IN SCHOOL AND LOCAL GOVT.

	<u>Minimum (\$)</u>	<u>Maximum (\$)</u>
Madison	5.85	9.27
Dane County Aver.	5.93	8.09
State of Wisconsin	5.99	8.45

MTI did not furnish data in this area of comparisons. MTI however asserts that the data furnished by MMSD is of no validity because it is outdated and because it does not compare cities, towns or villages of the same size as Madison. The District says that the 1990 data shows that the District pays comparable wages to other local government employees.

The arbitrator believes that the 1990 data is not current enough to make a valid judgment here as to whether the MMSD wages for Educational Assistants are competitive in the market around Madison in governmental units.

XI. COMPARISON OF CONDITIONS WITHIN THE SAME UNIT OF GOVERNMENT. The District presented exhibits showing internal bargaining conditions with the School District. MTI also represents substitute teachers, clerical/technical employees and custodians. At the time of the hearing in the instant matter the bargaining conditions were as shown in the next table.

Table XIII

FINAL WAGE OFFERS BETWEEN MTI AND MMSD, AND
BETWEEN AFSCME AND MMSD AS OF JULY 27, 1993

SUBSTITUTES

<u>Year</u>	<u>BOE Offer</u>	<u>MTI Offer</u>
8/18/92	4%	4.35%
8/17/93	3%	4.0%

CLERICAL/TECHNICAL

<u>Year</u> ⁽¹⁾	<u>BOE Offer</u>	<u>MTI Offer</u>
8/30/92 - 8/28/93	4%	4.35%
8/29/93 - 8/27/94	3%	4.0%

CUSTODIANS

<u>Year</u>	<u>BOE Offer</u>	<u>AFSCME Offer</u>
2/28/93 - 2/26/94	3.5%	4%
2/27/94 - 2/26/95	2.75%	3.5%

(1) These dates represent the effective dates of the salary schedule, not the effective dates of the bargaining agreement.

District Position on Internal Comparables. The District holds that its offer in the case of Educational Assistants is more consistent with its internal bargaining status and that of the parties. It also notes that since the hearing, it received an award from Arbitrator Tyson in the case of Clerical/Technical employees in which the District position of a 4% increase for 1992-1993 and a 3% increase for 1993-94 was awarded and therefore that must now be considered an internal comparable which relates to this arbitration.

In the case of the Custodial bargaining unit, this unit contract is from February to February and is therefore off phase from Educational Assistants, and the lower offer of the District represents a movement consistent with the proposed lower offer to the Educational Assistants in the second year. Further the District avers that the trend for percentage increases is downward.

MMSD Exhibit 47 showed that in 1990-1991 the Educational Assistants received a 4% increase and the teachers a 4.53% increase. In 1991-1992 the Educational Assistants received a 4.37% increase while the teachers received a 4.65% increase; and in 1992-1993 the teachers received a 4.35% increase while the MTI offer is a 4.34% increase and the District offer is 4%. Since 1983-1984 the Educational Assistants in three different years received an increase greater than the teachers, and on the other occasions it was equal or less.

MTI in its brief supplied the following information:

Table XIV

SETTLED INTERNAL COMPARABLES COMPARED TO
INTERNAL FINAL OFFERS (MTI EX. 22)

<u>Bargaining Unit</u>	<u>Duration</u>	<u>1992-1993</u>
Custodial (AFSCME)	3/91-2/93	4.30%
Food Service (AFSCME)	6/91-6/93	4.30%
Teachers (MTI)	10/91-10/93	4.35%
Clerical/Technical (MTI)	8/92-8/94	4.00%
MTI Final Offer	8/29-8/94	4.34%
MMSD Final Offer	8/29-8/94	4.00%

The District, noting that this is the first time it has gone to arbitration over the Educational Assistant's contract contends that the EA's received excellent wage percentage increases since 1983-1984. However District teachers cannot be considered an internal comparable for Educational Assistants since the increment for teachers runs approximately at 1.5% as opposed to 2% for the EA's.

The District contends that the information contained in the MTI exhibit shown here as Table XIV does not disclose that the percentage increases shown for 1992-1993 for other units in the District are the results of two year contracts and of the second year outcome. The contracts are now open, and what is the determining feature for comparison here is the decision in the Clerical/Technical bargaining arbitration where a 4%-3% offer was awarded.

MTI Position Summarized. MTI asserts that the data shown in the Table XIV above and derived from Employer Exhibits 16, 22, 30 and 34 is the correct data and the proper information to be used for internal comparisons. MTI notes that although the arbitrator in the Clerical/Technical bargaining unit awarded a 3% increase for 1993-1994, his rationale was that this unit was highly paid. Such a claim cannot be made for the EA's. They are behind their peers when compared to the 10 largest districts' employees.

Discussion. The evidence is that an impact has occurred in this instant arbitration to consider the District offer based on percentage increases as being the more comparable. The impact has come from the result of the award in the Clerical/Technical unit of 4%-3% two year set of increases. However in terms of what generally prevailed in the 1992-1993 year, of settlements at 4.30%, these settlements would indicate the prevailing internal condition for that year is balanced off only by the 4% award stemming from the Clerical/Technical arbitration. The arbitrator thus concludes that the internal pattern of settlement favors the MTI offer.

XII. COMPARISONS WITH EARNINGS IN THE PRIVATE SECTOR. MTI Exhibit 34 B showed the following information:

Table XV

AVERAGE ANNUAL EARNINGS COMPARISONS

MMSD Education Assistants	\$ 8,150.03
MMSD Handicapped Children's Assistants	9,630.63
MMSD Nurse Assistants	8,958.71
Minimum Wage Worker @ \$4.25/hr., 40 hrs.	8,840.00
Poverty Level Family Size 1	6,970.00
Family Size 4	14,350.00
Family Size 6	19,270.00

The information in this table was based on the assumption that persons work 37.8 weeks a year and 5 days per week.

In the testimony at the hearing it was disclosed that EA's do not work 37.8 weeks because there are times when they are off because of holidays or teachers' service days. This would make the above figures lower. It was also testified to that some persons work 40 hours and most people work less.

The District contends that the EA work is an excellent work opportunity for persons who may have students still at home and want only part-time work, and have family obligations but want to supplement income. (TR 90-92).

Discussion. It is obvious that Educational Assistants for the most part are engaged in part-time work, and therefore most likely to have on occasion lower pay than someone who has full-time work even if at minimum pay. There appears from District exhibits no dearth of applicants for this type of work, although the turnover is high.

The test is whether the hourly rate for this part-time work meets the hourly rate of part-time workers in the private sector. There was no direct evidence supplied on this matter and the making of a guess by the arbitrator would not be appropriate. The evidence is that the large pool of available workers and applicants indicates that Madison is competitive for persons in the market for part-time work. The evidence also is that from the turnover in part-time work in the District, persons are seeking higher compensation from full-time work.

XIII. HOLIDAYS. District Exhibits 37 and 38 gave information on holidays afforded to EA's. The next table is derived from these two exhibits.

Table XVI

HOLIDAYS FOR EDUCATIONAL ASSISTANTS IN
CONTIGUOUS AND METROPOLITAN DISTRICTS

	<u>1991-92</u>	<u>Rank</u>	<u>1992-93</u>	<u>Rank</u>	<u>1993-94</u>	<u>Rank</u> ⁽²⁾
Contiguous Districts						
Average ⁽¹⁾	4.9		5.1		5.2(6.3)	
Madison	3	6				
MTI			4	5	6	4
MMSD			4	5	5	4
Metropolitan Districts						
Average	4		4.2		4.5/4.6	
Madison	3	5	4	5		
MTI					6	2
MMSD					5	4

(1) Madison included in average.

(2) 8 districts estimate.

MTI Exhibit 37 A provided the following information on Holidays in the 10 largest districts:

Table XVII

HOLIDAYS IN THE 10 LARGEST DISTRICTS
AND RANK OF MADISON

	<u>1991-92</u>	<u>Rank</u>	<u>1992-93</u>	<u>Rank</u>	<u>1993-94</u> ⁽²⁾	<u>Rank</u>
Average Minimum ⁽¹⁾	4.11		5.20		6.50	
Average Maximum ⁽¹⁾	4.55		6.00		6.50	
Madison	3	7	4	7		
MMSD					5	4
MTI					6	4

(1) Sheboygan has a longevity provision for Holidays.

(2) Four districts settled.

Table XVIII

HOLIDAYS AVAILABLE IN MMSD FOR CUSTODIANS,
CLERICAL/TECHNICAL STAFF AND TEACHERS AVERAGED AND
EDUCATIONAL ASSISTANTS

	<u>1991-92</u>	<u>1992-93</u>	<u>1993-94</u>
Average Minimum	7.75	7.75	
Average Maximum	8.50	8.50	
Educational Assistants	3	4	
MTI			5
MMSD			6
Clerical/Technical			
10 month			12
12 month			13

MTI Position on Holidays Summarized. MTI contends that the external and internal comparables both clearly support the MTI holiday proposal. MTI asserts that Madison EA's have been receiving fewer holidays than comparables. Further the District exhibit on holidays is skewed in the District's favor because it has attributed only 3 holidays to Sheboygan when holidays in Sheboygan are given on length of service. The District estimates for 1993-1994 are skewed by asserting that in Appleton, employees receive only 2 holidays for 1992-1993 when such holidays were increased to 3 in 1992-1993 and 4 in 1993-1994. When the District's exhibits are corrected, it is clear that the MTI proposal is to be supported. The MTI says that in internal comparables, the evidence is that a great inequity exists between the Clerical/Technical employees and part-time Food Service Workers on one hand and the EA's. The 19 hour Food Service Workers get 5 day holidays in 1991-1992 and 1992-1993, compared to the 3 and 4 respectively for EA's. All support staff receive more holidays than the EA's.

The MTI notes that a 10 month Clerical Worker receives 12 holidays and a 9 month EA receives only 3. All the other holidays received by the other staff fall within the work year of the EA's.

The MTI cites Arbitrator Rice in River Falls to the effect that educational members of a bargaining unit should receive the same holidays as other support staff even if it requires a total increase well above the increase in the cost of living. It also cites Arbitrator Stern in Maple Dale-Indian School District in support of a catch-up. MTI also cites arbitral authority emphasizing internal comparisons as being more weighty.

District Position Summarized. The District notes that it is moving upward in rank among contiguous districts for holidays both in 1992-1993 and 1993-1994, moving to fifth and fourth respectively. Since a cost of a holiday to the District is \$25,000 per holiday, the package offer of \$50,000 is excellent in a two year contract. The District is aware of the need to provide more holidays for its EA's in relation to other districts, but it is only required to maintain ranking and is not required to move to the top of the list.

Discussion. On the basis of Table XVI above, it is evident that the District offer on holidays improves the ranking of Madison among the contiguous districts and is improving its condition in internal comparison with MMSD workers. The relationship between a 9 month-40 hour Educational Assistant and a 10 month-40 hour a week Clerical Worker is not satisfied by either offer, but unless there is some kind of applying holidays on a basis of prorating hours worked, the arbitrator does not see how this can be satisfied. On the whole he considers the District offer on holidays to be reasonable.

XIV. MEMORANDUM OF AGREEMENT - BENEFIT ISSUE. The District proposes to include a Memorandum of Agreement reached with MTI but thereafter not signed, on the subject of Educational Assistant Development and Training for the 1993-1994 and 1994-1995 school years. The proposed cost of the development and training program would be \$25,000 per year. The District said it agreed to this provision for training after the MTI proposed it in 1988, 1990 and 1992. The District says that although the District would benefit from the increased training, yet it is an EA benefit because the EA's will be paid for the time spent in the training. The District will pay for the trainer and materials. The cost of this program therefore is a proper cost to be applied to the total package.

MTI finds the inclusion of this Memorandum of Understanding in the proposed contract as bizarre. The parties often have side-bar agreements, but these are not included in the contract because a side-bar agreement allows flexibility to address matters not referenced in the contract. Such agreements are not costed against a particular party. The result of this inclusion is in effect to reduce the compensation of the employees in the form of a salary increase. The benefit is for the employer principally because after the two year training, the benefits will continue for the employer.

The MTI also considers that the use of the term "non-precedential" does not nullify the fact that the Memorandum, if included in the agreement, does become precedential.

MTI also objects to the duration of the Memorandum as not being coincidental with the agreement, but extending beyond the 1993-1994 school year. It raises the question of how training extending beyond the contract term can be charged against the contract. MTI holds that the proposal on training is poorly written and costed, and is not supported by comparables. MTI holds that the proposal which has a mutual benefit for the parties is costed against the low paid EA's.

Discussion. The arbitrator is not troubled by that aspect of the Memorandum of Agreement to have EA's go through training and get paid for it, and to apply the cost for 1993-1994 to the package cost.

What is troubling, however, is the language found in the Memorandum. This language says,

"The undersigned, Susan Hawley on behalf of the Madison Metropolitan School District and John Matthews on behalf of the Madison Teachers Inc., hereby agree to the following..." The evidence in the hearing is that John Matthews and the Madison Teachers Inc., do not agree to the Memorandum. While MTI may

have entered in negotiations to have EA's be paid for a training program, the testimony is that they do not now want the Memorandum in the agreement and therefore do not agree to it. There is no evidence available to the arbitrator that the MTI representative signed the agreement. Further the arbitrator does not interpret that an arbitration award for the District would compel him or a representative of the MTI to sign it. The arbitrator interprets the inclusion of the Memorandum then to be an expression of an intent by the District to institute a program of training with the terms spelled out in the text of the program.

The District could have simply exercised its management rights under Article I-A of the agreement to institute the program, or to propose in its final offer to carry out the program and to include that added feature in its costing.

The arbitrator therefore considers the MTI objection to its conclusion as sustainable and that the inclusion sets a questionable precedent and is therefore inappropriate.

XV. COST OF LIVING. District Exhibit 9 showed that the percent change in the Consumer Price Index for Urban Wage Earners and Clerical Workers for Small Metropolitan Areas changed 3.5% between August 1991 and August 1992. It changed 2.7% between June 1992 and June 1993. The wage only offers of the parties for 1992-1993 are 4.0% for the District and 4.34% for MTI. The total package offers are 7.5% and 7.78% respectively. For 1993-1994 the wage offers called for a 3.0% increase by the District and a 4.0% increase by the MTI. The total package offers are 7.33% for the District and 8.16% for MTI for 1993-1994.

The District holds that its offer is closer to the change in the CPI and arbitral opinion holds that this should favor the District offer. The MTI offer is excessively high.

MTI says that the total package cost has been greatly impacted by the additional holidays and if there is a catch-up situation such as in holidays, arbitral opinion supports a total package which is higher than the percentage change in the cost of living. The change in the cost of living is not particularly relevant in these proceedings.

Discussion. The evidence is that the offers exceed the cost of living changes in percent increases, but the District offer is closer to the change.

XVI. ABILITY OF THE UNIT OF GOVERNMENT TO MEET THE COSTS AND THE INTEREST AND WELFARE OF THE PUBLIC. MTI presented evidence relating to the ability of the District to meet costs. Madison, with an equalized valuation of \$313,907 per member has the highest such valuation among the 10 largest districts. (UX 23). The cost of homes in Madison is among the fastest rising in the United States with a median price of \$97,300, a rise of 9.3% from January to March 1993. (UX 25). The average annual pay level in the ten largest areas in 1991 was

\$23,017 for Madison, the second highest in the 10 largest cities for 1991. (UX 26). For 1993, Madison workers were third highest in pay. (UX 28). In income by school district in 1991, Madison with an average total income per tax return was third at \$30,534. (UX 29). In August 1992 among the 9 largest districts, Madison had an unemployed rate of 2.80%, the lowest among the 9. In March 1993 it was again lowest with 2.10%.

However, a press report of June 11, 1993, said that the schools were deluged with the poor and the district reflected the growth of poverty. (UX 32).

District Exhibit 49 was a news release of the District reporting that on May 3, 1993, the District was proposing a salary freeze for teachers for 1993-1994 because of budget restraints caused in part by the Governor's proposal to freeze property tax rates. Experience movements however would not be frozen. The testimony was in the hearing however that this proposal was dropped.

District Exhibit 50 was a copy of the summary of the 1993-1994 Proposed Budget for the District - "The Citizens' Budget." In it the Superintendent of the District reported her reaction to three public forums held on the budget in March 1993. She reported that the persons testifying at the hearing "voiced overwhelming support for what is going on in the classrooms..." and that they were willing to invest in quality educational services. However, the Superintendent also said that the persons at the hearing shared their concerns about rising property taxes and the need to control costs. The Superintendent said that the District was faced with a challenge of meeting the needs of an increasing diverse student population, but it was faced with hard choices because of the limits on resources. District Exhibits 52 and 53 were news accounts of the Board freeze on taxes for the 1993-1994 school years.

Concerning the hearings on the budget, it was the testimony of a Union staff member present at the hearings that a large majority of those persons at the hearing wanted to retain the services and avoid cuts.

MTI Position on the Ability to Pay and Interest and Welfare of the Public.

MTI holds that its final offer is compatible with the interest and welfare of the public. The public overwhelmingly supported the level of service of the previous year. MTI says that two fiscally conservative challengers who proposed to reduce services were defeated and that the budget dilemma was thrust upon Madison by the State. MTI also asserts that hundreds of residents called in to the District demanding the same level of service. Thus the Superintendent's "Citizens' Budget" is not supported by the public.

MTI also says that Madison is an affluent community and the District's claim of inability to pay is based only on its understanding of proposed legislation as of the hearing and the \$190 cap increase per student. The District however could exceed the cap by a referendum to support the needs of the District, and the referendum would carry. Thus the Employer's unwillingness to pay should not be interpreted as an inability to pay. The Employer is making no argument of inability to pay. MTI cites its exhibits to show that Madison is a wealthy community and its economy is in superior shape.

District Position on Ability to Pay and Interest and Welfare of the Public.

The District notes that its Exhibits 56 and 57 show that the State legislature imposed a budget limit on increased spending at \$190 per student, or by the increase in the all-urban consumer price index increase, whichever is greater. Limits were also placed on the raises of school teachers and increases in their fringe benefits. The Board of the District in a meeting of June 14, 1993, rescinded some cuts but held the line on property taxes.

The District says that the MTI argument that the citizens wanted to maintain the level of services did not deal with the issue of maintaining a certain percentage of wage increases. If however maintaining the same level of services also meant maintaining the same level of wages, that Board offer more nearly meets this standard.

The District is not raising an inability to pay argument. Districts have the ability to pay if they raise taxes. Rather, the issue is which offer is the more reasonable. The argument of the MTI that the citizens would support a referendum to increase benefits and wages is absurd. Given the number of state employees in Madison who have not received wage raises, it is highly unlikely that the increases recommended by the District would pass, given the current economic situation. "The Citizens' Budget" and the recent legislation on mediation-arbitration shows that there are significant concerns about the increasing costs of education. The District notes among other things that equalized value per student is more important in ranking than total equalized valuations. This method of measuring lowers the ranking of Madison among the metropolitan districts. Also state aids are less for districts with a higher equalized valuation. Also though Milwaukee and Racine have a higher annual pay level than Madison, their educational assistants are not paid as much as Madison's.

Discussion and Opinion. The evidence is that the District would have the ability to pay the costs of the MTI offer, though with new budget restraints by the legislature, it might have to cut services if the MTI offer prevails. As to the interest and welfare of the public, the evidence is that although citizens of the District at a hearing supported the level of services of the District, they did not speak to whether they would support this level if it cost more. At the same time there was in operation other forces to curtail education expenditures in the form of a legislative cap on the increase per pupil for the total budget and on an increase for teachers and administrators.

In the presence of this effort to control and compress school budgets, it must be judged that the District offer, which is substantially higher in total compensation per employee than the Consumer Price Index changes, is more reasonable by responding to the changed conditions in legislation.

XVII. CHANGES DURING THE PENDENCY OF THE PROCEEDINGS. The Award of Arbitrator Tyson to the District in the contract between the Clerical/Technical employees in the District and the District must be considered as a factor weighing for the District offer because of the similarity of percentage increases for compensation offered.

XVIII. OTHER FACTORS. A factor to be considered is the argument presented by the MTI that the EA's, HCA's and NA's perform a more complicated form of service than similar employees in contiguous districts, have more problems to deal with and at times have to work without supervision needs to be considered separately. The testimony of MTI witnesses as to the variety of work and duties was detailed as to the type and varieties of duties performed, and also as to the fact that at times they are not under direct supervision with a supervisor in the same work place. The District emphasizes however that the employees are under supervision and are not independently responsible for results and outcome. On this subject a judgment cannot be securely made since testimony was lacking about the duties and job description of employees in any of the comparable districts. It does not appear, however, that the Madison employees are working above classification, and it does appear that they have been aware of duties required when assigned. The arbitrator is therefore not capable of making a proper comparison between the duties and responsibilities of Madison EA's, HCA's and NA's with those of other districts.

XIX. SUMMARY OF FINDINGS AND CONCLUSIONS. The following is a summary of the findings and conclusion of the arbitrator:

1. There is no question here as to the lawful authority of the District to meet the cost of either offer.

2. All other matters have been stipulated to between the parties.

3. The arbitrator considers districts adjacent to Madison with unions to be the primary comparables. These districts are Middleton-Cross Plains, Sun Prairie, Verona, Monona Grove and McFarland. This is because they are part of the same market from which Educational Assistants are likely to be drawn. The 10 largest districts offered by the MTI and adjacent districts offered by the District which are not organized but grouped with organized adjacent districts also have a secondary value.

4. The offer of the District when compared to the conditions in the primary comparables for wages is reasonable and the more comparable.

5. The 1990 data offered by the District on comparisons with wages paid to other governmental units in the Madison area for work similar to Educational Assistants the arbitrator regards as insufficient for making a conclusive judgment as to the comparability of either offer.

6. As to comparisons of percentage increases offered in the same unit of government for 1992-1993 wages, the MTI offer is the more comparable.

7. As for the offers on holidays, the District offer which increases the number of holidays each year by one is comparable and reasonable.

8. As for comparison of employment in the private sector, the District offer is competitive for persons seeking part-time work, but the higher turnover indicates that the positions are not comparable for persons seeking full-time employment.

9. The arbitrator considers the inclusion of an unsigned Memorandum of Agreement between the parties as not appropriately included, even though it constitutes a commitment by the District of pay for training.

10. As for the changes in the cost of living, the District offer for total compensation is closer to the changes than the MTI offer.

11. The District has the ability to meet the costs of either offer.

12. As to the interest and welfare of the public, the District offer, in light of the legislative effort to control educational costs and compress percentage increases of professional employees, is the more reasonable.

13. As to changes during the pendency of the proceedings, the decision of Arbitrator Tyson in an arbitration matter involving Clerical/Technical employees of the District is a factor weighing in favor of the District offer.

14. Though the District witnesses gave detailed testimony as to their complex duties, the arbitrator for lack of evidence was unable to make valid comparisons with whether these duties were superior in detail to those of comparable districts.

In light of the foregoing analysis, the factors of the wage and holiday offers, the cost of living changes, and the interest and welfare of the public specially weigh in favor of the District offer. Hence the following Award is made:

XX. AWARD. The offer of the Madison Metropolitan School District in the Educational Assistants' Collective Bargaining Agreement should be included in the 1992-1993 and 1993-1994 Agreement between the District and Madison Teachers, Inc.

Frank P. Zeidler

FRANK P. ZEIDLER
Arbitrator

Date October 20, 1993
Milwaukee, Wisconsin