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WISCONSIN EMPLOYMENT RELATIONS COMMISSION
1000 EAST WISCONSIN STREET
MADISON, WISCONSIN 53706

STATE OF WISCONSIN
BEFORE THE MEDIATOR/ARBITRATOR

In The Matter of The)
Mediation/Arbitration Between)
Kickapoo Area Education Association)
and)
Kickapoo Area School District)

Case V
No. 31583 MED/ARB-2261
Decision No. 20945-A

APPEARANCES

Gerald Roethel, Executive Director, Coulee Region United Educators, on behalf of the Kickapoo Area Education Association.

David R. Friedman, on behalf of the Kickapoo Area School District.

On September 14, 1983, the Wisconsin Employment Relations Commission (WERC) appointed the undersigned mediator/arbitrator, pursuant to Section 111.70(4)(cm)6.b. of the Municipal Employment Relations Act (MERA) in the dispute existing between the Kickapoo Area Education Association, hereafter the Association, and Kickapoo Area School District, hereafter the District or Board. Pursuant to statutory responsibilities the undersigned conducted mediation proceedings between the parties on October 26, 1983, which failed to result in voluntary resolution of the dispute. The matter was thereafter presented to the undersigned in an arbitration hearing conducted January 5, 1984. Post hearing reply briefs and exhibits were filed by both parties. Based upon review of the evidence and arguments and utilizing the criteria set forth in Section 111.70 (4)(cm), Wisconsin Statutes, the undersigned renders the following award.

SUMMARY OF ISSUES

This dispute covers the agreement between the parties for the 1983-84 school year. Four issues are before the arbitrator: 1.) longevity, 2.) health insurance, 3.) extra curriculans and 4.) salary schedule.

COMPARABILITY

Both parties agree that the comparability group will be the Ridge and Valley Conference. It is made up of the following eight schools: DeSoto, Ithaca, Kickapoo, LaFarge, North Crawford, Seneca, Wauzeka, and Weston. Staff sizes run from 51.75 to 26.30. Kickapoo ranks third in both ADM and in teacher full time equivalency.

(1.) LONGEVITY

The language is agreed to. Last year's contract called for a payment of \$200.00. Actually, \$225.00 was paid for the 1982-83 contract period. The Board's final offer calls for a payment of \$400.00, while the Association asks for \$350.00. According to the Association, the District is asking that its \$400.00 longevity request be reflected on the salary schedule, while the Association wishes it to remain in Article 18, paragraph (g) of the proposed contract.

(2.) HEALTH INSURANCE

This issue is brought to arbitration, but both parties agree that Article 18, paragraph (i) should contain one hundred per cent of the single premium expressed as a dollar amount and ninety per cent of the family premium expressed as a dollar amount.

(3.) EXTRA CURRICULAR

Both the Board and the Association propose that the Musical Director will receive 4.4% of the BA base. It is also agreed that the National Honor Society advisor and the High Quiz Bowl advisor should each receive 1% of the BA base.

The only issue is whether the building coordinator should receive 8.4% of the BA base as proposed by the Association or a flat \$500.00 amount as proposed by the Board.

SALARY SCHEDULE

Exhibit A, attached hereto, shows the two proposals before the arbitrator. When entire package costs are compared, the total difference is under \$15,000.00. Both parties propose a total package increase. The Board's can be calculated at 7.0 to 7.14% increase, while the Association's proposal yields an 8.86 to 8.97% increase. The chart below highlights the positions.

Chart A

	<u>Bd. Proposal</u>	<u>Assn. Proposal</u>	<u>82-83 Contract</u>
BA Start	\$12,600.00	\$12,635.00	\$12,125.00
Number of Columns	6	5	5
Column Differentials	250	290	250
Number of Experience Steps	14	14	14
Experience Step Differential	430 to 455	460	425

The Association wants more money generally, but specifically more in the salary schedule where the teachers are located. Seventy-three per cent of the staff are at the BA and BA+8 column. The Board has countered with a lower package offer, but with the addition of an additional column, the MA+8. The Board desires to fund a lesser increase, but provide an additional column in order to encourage teachers to seek higher education. During the 1982 year, only two individuals were in the MA column. One has since left. The MA+8, then, does not have much sales appeal.

OVERALL ISSUE SUMMARY

The first three issues do not have enough meat for analysis. What beef there is relates to the salary schedule.

DISCUSSION

After analyzing the final position offers in terms of the statutory factors, this arbitrator concludes that the comparability test is the most important.

Funding of either offer is not an issue. The public did not attend or request any notice of the arbitration hearing. Both offers are above the cost of living increase for the contractual period. The municipal employee test contemplated by the statute is essentially unavailable due to a paucity of evidence.

The test is to compare the final offers and the overall compensation scheme of the parties to those of the other school districts in the athletic area.

Chart B

		83-84 (total package %)			
		<u>1982-83</u>	<u>Bd. Proposal</u>	<u>Settled</u>	<u>Assn. Proposal</u>
		BA Base	---	---	---
1.	Senaca	\$12,530	---	---	---
2.	Ithaca	\$12,450	---	\$12,750 (8.3)	---
3.	DeSoto	\$12,350	---	\$13,000 (7.0)	---
4.	North Crawford	\$12,200	---	\$12,750 (9.3)	---
5.	Weston	\$12,150	\$12,750	---	\$12,900
6.	Kickapoo	\$12,125	\$12,600	---	\$12,635
7.	Wauzeka	\$12,000	---	\$12,600 (8.5 or 8.8)	---
8.	LaFarge	\$11,500	---	\$12,100 (10.9)	---

Comparisons and rankings were presented by both parties. Although the chart produced above does not include an analysis of insurance factors, number of work days, location on the salary schedule of each individual faculty member, other employee benefits, etc., this arbitrator does believe the chart to be a fair reflection of the relative status of the athletic conference school districts.

Kickapoo rates in the lower middle. In fact, if the Association proposal were awarded along with the extra lane, Kickapoo's relative ranking would not change.

If the arbitrator used either comparability to move all parties toward the middle, or used comparability to show that no relative change should be made absent compelling evidence, the relative result would be the same.

Since Kickapoo's relative position will not be changed by this award, it is still necessary to rule on a final offer.

Given its relative rank and given the settlements for the 1983-84 school year, the Association's final offer is superior. In terms of total package percentage increase, it more closely reflects other contracts. In terms of starting base salary, the Association offer is superior and tends to keep Kickapoo at its relative position.

ARBITRATION AWARD

The final offer submitted by the Association herein shall be incorporated into the parties' 1983-84 collective bargaining agreement.

Dated: August 7, 1984.



William H. Van Deest, Arbitrator