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WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

STATE OF WISCONSIN

Before the Interest Arbitrator

In the Matter of the Petition)	
)	
of)	Case 8
)	
Mishicot Education Association,)	No. 46491 INT/ARB-6200
)	Decision No. 27193-A
)	
)	
For Final and Binding Arbitration Involving Education Personnel in the Employ of Mishicot School District)	
)	

APPEARANCES

For the Association:

Dennis W. Muehl, Bayland Uniserv Director

For the Board:

William G. Braken, Director Employee Relations Services

PROCEEDINGS

On April 7, 1992 the undersigned was appointed Arbitrator by the Wisconsin Employment Relations Commission pursuant to Section 111.70 (4)(cm)6 & 7 of the Municipal Employment Relations Act, to resolve an impasse existing between Mishicot Education

Association, hereinafter referred to as the Association, and the Mishicot School Board, hereinafter referred to as the Employer.

The hearing was held on July 6, 1992 in Mishicot, Wisconsin. The Parties did not request mediation services. At this hearing the Parties were afforded an opportunity to present oral and written evidence, to examine and cross-examine witnesses and to make such arguments as were deemed pertinent. The Parties stipulated that all provisions of the applicable statutes had been complied with and that the matter was properly before the Arbitrator. Briefs were filed in this case and the record was closed on August 29, 1992 subsequent to receiving the final briefs.

ISSUES

1. Except for the tentative agreements of the Parties, all other provisions are as currently constituted.
2. The contract would provide for a duration of two years which would include the '91-'92 and '92-'93 school years. The Association proposes a BA base of \$21,100 for '91-'92 and a \$22,155 BA base for '92-'93.
3. The lane spread is 3% and the vertical increments are 4 1/2%.

4. The Board proposes a BA base of \$21,070 for '91-'92 school year and a \$22,012 BA base for the '92-'93 school year. The Board also is proposing a 3% horizontal lane spread and a 4 1/2% vertical step increment.

5. The Parties disagree as to whether or not Sturgeon Bay should be included in the comparables.

ASSOCIATION POSITION

The following represents the arguments and contentions made on behalf of the Mishicot Education Association:

The Association is the recognized bargaining agent for all full time regular part time certified teaching personnel of the school district. After meeting on six occasions which included a mediation effort by the WERC staff, the Parties reached an impasse resulting in this arbitration.

The Employer has attempted to remove Sturgeon Bay from the historical comparability group. The inclusion of Sturgeon Bay has stood the test of time including earlier interest arbitration awards by Arbitrators Yaffe, Petrie and Michaelstetter. In 1983 Arbitrator Yaffe included Sturgeon Bay among the group of most appropriate comparables for the Mishicot School District, and it is the Association's position that the Employer has failed in its

attempt to remove Sturgeon Bay from the comparability pool. Arbitrator Yaffe and subsequent arbitrators have concluded that Sturgeon Bay should be part of the comparables based on the following criteria:

1. Similarity in the level of responsibility, the services provided by, and the training/education of such employees;
2. Geographic proximity, and
3. Similarity in the size of the Employer.

This finding was subsequently affirmed by two subsequent interest arbitration awards. Arbitrator Yaffe determined that arguments based on socioeconomic considerations would only be of concern if inability to pay had been raised by the Employer. It was not raised in this interest arbitration nor in any of the previous interest arbitrations. The same situation exists today as existed on May 14, 1990 when Arbitrator Michaelstetter issued his Mishicot interest arbitration award. In fact, the Association would argue that, while some statistics have changed little since that time, others show even more comparability.

Consistency is important in arbitration. Moving comparables is not acceptable. Once a comparable pool is established, arbitrators are very reluctant to change that group. The adding or subtracting of comparables by advocates to

suit their needs has been referred to comparable shopping and has been found in numerous cases to be inappropriate. The Board's effort to exclude Sturgeon Bay from the comparable group is self-serving as the Employer continues to search for an arbitrator that will listen to its pleadings. Mishicot is unique among area schools in that athletic conference considerations are not as important as with other districts. The Board will no doubt argue that the Luxemburg-Casco award supports its position in this case. The Association disagrees since that district is not a Mishicot comparable and neither party included them on its comparable list. The Association argued that all comparables should be treated equally in terms of evaluating the offers of the Party. Settlements should not be given lesser weight due to the timing and nature of those settlements. The issue is the salary paid to Mishicot teachers. Bargaining is a give and take process and the timing of settlements is not the issue it may have been at one time since state statutes require two year agreements if the Parties cannot agree on a contract term. Therefore, contract settlement timing varies within every comparable pattern.

The Arbitrator is fortunate in terms of the comparables in Mishicot since most of the districts are settled for the years in question. A pattern clearly exists in terms of the schools comparable to Mishicot.

The Association strongly argued against the use of non-teaching units as comparables. The Employer has used a number of exhibits which compare non-teacher units in both the private and public sectors. The Association objected to the hearsay of these exhibits and the lack of comparability with the Mishicot teachers. It is the teacher units in the comparability group that should determine the outcome of this case. The Association would also point out that the data presented is fashioned in such a way as to make direct comparisons difficult, if not impossible. This Employer has consistently modified its own selected comparables to suit its needs. Using its logic, the only comparables would be those that settled on the same day, have identical salary structures, the same number of staff members with identical experience and are married and have the same number of children. The Association requested the Arbitrator disregard the statistical gyrations of the Employer and accept the data and analysis in conclusion of the Association.

With respect to cost of living, the salary increases for teacher bargaining units have not paralleled the increases in the consumer price index. During the years of double digit inflation, teacher salary levels eroded significantly. In recent times teacher settlements have been somewhat larger than CPI measurements. During the years of double digit inflation, employers argued that settlements in comparable districts were of greater significance than measures of inflation. Therefore, many

arbitrators have determined that the best measure of cost of living would be voluntary settlements. Strict adherence to CPI measurements could easily result in awards supported neither by the settlement pattern nor the labor market condition which affect an individual occupation. Even if the Employer's CPI data were to be used, the Association's offer exceeds the consumer price index by only 2% as opposed to an average of 3.4% over the past 10 years. The pattern is consistent. The consumer price index has not been a determining factor in these negotiations. If it is considered by the Arbitrator, the data supports the Association's offer.

It is the Association's position that the Employer has the resources to fund the Association's offer. The salary and package cost differentials are \$2,534 and \$3,057 respectively for the '91-'92 school year and \$12,222 and \$14,960 for the '92-'93 school year. This represents \$17,817 over the two-year contractual period. The Employer is not expressing an inability to pay, but states "We don't believe we have to nor do we want to pay for the Association's offer." It argued that the district's equalized valuation is less than the comparable average and, thus, the district lacks the financial resources to pay the Association's offer. However, Mishicot's equalized valuation has been growing at a faster rate than the comparable average and, in fact, was greater than the comparable average during '91-'92 including Sturgeon Bay. Mishicot is not a poor school district.

It ranks consistently higher in equalized valuation per pupil. Its levy rate is the second lowest and its annual school costs are the lowest. However, it spends as if it were one of the poorest school districts in the state. It ranks 425th out of 429 schools in annual school costs. It spends only at 78.4% of the statewide average expenditure per child. Mishicot does not make the expected local effort to fund the operation of its schools even though class sizes are consistently greater than average ranking second highest in the comparability group. At the same time the cost of salary and fringe benefits per staff member is significantly below the comparable average.

The differences between the Parties result in an additional expenditure of \$3,057 in the first year of the contract. Without taking into account the impact of state aid, the result would be \$1.49 on a \$70,000 home in the district. The Employer receives approximately 50% reimbursement from the state. As a result, the real increase to the property taxpayer would be .75 per year. The second year this would increase to only \$3.59. Neither of these figures takes into account the lottery property tax credit.

Local economic conditions are not negative considerations in this case. The Association presented a number of exhibits which paint a positive picture in terms of the local economic climate. Unemployment is well within the expected range and lower than many other area counties. While Mishicot does have a sizable

farm population, it is not the controlling economic base in the area. The Association noted that 1989 and 1990 were the first and second best years for Wisconsin farmers, and while 1991 was not at the same level of profitability, it appears that milk prices, especially those driven by cheese, will climb. Farm income fluctuates. This is a recognized risk of the farm business, however, over the longer term farm income has been increasing at a much faster rate than teacher salaries and benefits. The Employer has not been able to show that local economic conditions are in such disarray as to justify the salary increase to its teachers that is lower than the settlement average in comparable schools. The settlement pattern should set this decision.

The Employer is attempting to make the potential of state imposed cost controls on local spending an issue in this case. In fact, cost controls did not materialize and arbitrators should not deal with situations that do not exist at the time the award is written.

The Association strongly contended that the salary settlement pattern supports the Association's offer in '91-'92 and '92-'93. The schedule comparisons favor the Association's offer when measured by the settlements at the benchmarks. Nine of the eleven comparable schools are settled for '91-'92. The Association's position is closer on the actual dollar increases

in that it is only \$5.00 above the average, while the Board trails the average by \$38.00. In terms of average percentage, the Association offer is only .15% higher, while the Board's offer is equal to the average. Similar conclusions can be drawn from the benchmark survey in the '92-'93 school year. The Association's offer exceeds the comparable average by only \$45.00. The Board's offer slips behind the comparable average by \$117.00. On a percentage basis the Association offer exceeds the comparable average by .28%, while the Board offer trails the average by .25%. In addition a comparison with statewide data also favors the Association position. When considering average dollar increases, the comparables also support the Association's offer whether or not Sturgeon Bay is included. A similar pattern exists in '92-'93 even though fewer districts are settled. Even though the Association does not advocate the use of total packages in disputes as we have here, the Association's offer is also preferred from a total compensation standpoint. This is particularly true if the fact that the Employer contribution towards the health and dental insurance premiums is lower than average. Finally, the Association argued that even if the interest arbitrations in Algoma and Denmark favor their employers' positions, the comparables would still favor the teachers at Mishicot. In those circumstances the Association's offer is much closer to the average.

The Association has shown that its offer is more reasonable than the Board's. An examination of each side's offer in light of the pertinent facts, statutory criteria and an analysis of the data affirms the Association's offer. The Employer has the ability to pay the Association's offer. It has one of the lowest tax rates in the state. We have shown that the equalized valuation is above average in this comparability group. The Association is not asking too much. The salary offer of the Association and the total package costing are consistent with the comparables while the Employer's offer falls short. This district can afford the Association's proposal but it simply does not want to pay for the Association's offer. The Association requested that the Arbitrator choose its final offer for the '91-'92 and '92-'93 school years.

EMPLOYER'S POSITION

The following represents the arguments and contentions made on behalf of the Employer:

During the negotiations for the 1991-1993 Labor Agreement, the Parties were able to settle all issues but one, the salary schedule. The Board's major argument will revolve around comparable settlements particularly those reached in the same time period as this case which are subject to the same economic

and political environment. When those are compared, it is the Board's offer which is closer to the comparable average. This is true both in terms of the salary only increase and the most important total package increase.

Due to the current economic recession and the uncertainty surrounding the issue of cost controls and levy limits, this has been a difficult year for collective bargaining. The Employer believes that certain economic and political realities have dictated moderation in any salary and fringe benefit increase that can be received by employees. Physical restraint is the watch word of state government and must be also implemented at the local level. Seven of the schools in the comparable list have settled for '91-'92 and five for '92-'93. Several of these districts have settled in a different collective bargaining time frame and thus should be ignored by the Arbitrator. There is a substantial difference between districts that settled prior to the relevant '91-'93 round of bargaining, and the timing of the settlement factor to the comparability criteria should be considered by the Arbitrator in judging which offer is the most reasonable. In addition, interest and welfare of the public comparisons to other public and private sector employees, cost of living and overall compensation are the other statutory criteria that the Arbitrator must weigh more heavily in reaching his decision, the balances between the interest and welfare of the public and providing a reasonable increase for teachers. The

Employer believes that these two goals are not mutually exclusive and that its final offer strikes the appropriate balance. On the other hand, the Employer believes that the Association's offer is unreasonable. No proof can be supplied by the Association as to why it needs more money in the second year of the contract given the current precarious economic environment.

The Parties generally agree on the total costs of the respective offers. The salary figures are the same. The total package figures are slightly different. According to the Employer's calculations, the Parties are a total of \$3,050 apart in the first year and \$14,760 apart in the second year for a total of \$17,810 or \$325.12 per teacher over the two year contract.

With respect to the comparables, the Employer will offer ten comparable schools throughout this case but will not include Sturgeon Bay in the list of comparables for reasons which will be cited below. The settlements in Kewanee, Freedom and Valders reflect the second year of a two year agreement. Those agreements were settled towards the end of 1990 or the beginning of 1991. Sturgeon Bay's settlement reflects the first year of a three year contract that was reached in November of 1990, some 21 months ago. Economic conditions during those time frames are much different than the current environment. Also, the political environment was radically different. During those settlements,

there was no discussion of cost control or levy limits for the fiscal year '92-'93. Four districts have reached a settlement that has occurred in the same round of bargaining as Mishicot. The only fair way to analyze the pattern is to separate the comparable districts by the time period in which they were bargained. The Board would urge the Arbitrator to give greater weight to districts that have bargained at the same time. Based on the consumer price index, gross national product, national personal income, unemployment rates, economists analyses of the strengths of Wisconsin's economy, are the situations which exist currently are substantially different than those which existed even in the recent past. The Employer stated that it has met each and every requirement raised by arbitrators in other cases as a prerequisite for discounting an otherwise comparable school district as having been reached under substantially different economic conditions.

In addition, Sturgeon Bay is not a comparable district to Mishicot. Even though Arbitrator Michaelstetter concluded that Arbitrator Yaffe's inclusion of Sturgeon Bay was well within the range of appropriateness, today that is no longer true. The Employer asked for the Arbitrator to sever Mishicot from Sturgeon Bay based on the traditional and commonly accepted measures of comparability. Mishicot has very few economic or social ties to Sturgeon Bay. It no longer competes in the same athletic conference. The Employer argued that the following comparability

factors argue in favor of eliminating Sturgeon Bay from the list of comparables.

1. Pupil enrollment
2. Number of teachers
3. Cost per student
4. Aid per student
5. Valuation per student
6. Levy rate
7. Average total income per taxpayer
8. Rural percentage
9. Geographic proximity
10. County
11. Athletic conference
12. Insurance consortium
13. Pupil/teacher ratio
14. Total instruction cost per student
15. Comparison cost
16. Mill rate
17. Population
18. Full value property tax rate, gross and effective
19. Budget revenues per pupil
20. Farm occupation
21. Rural population
22. Farm population
23. Agricultural employment

It is obvious that Mishicot and Sturgeon Bay are not comparable based on the above cited factors. The timing of the Sturgeon Bay settlement, the fact that Sturgeon Bay paid for language and economic concessions all indicate that the Arbitrator should determine that Sturgeon Bay is not a comparable to this situation. The Employer resents the charge that it is cherry picking. The Employer has consistently believed that Sturgeon Bay is not a relevant comparable to Mishicot. Anyone that objectively looks at the data can clearly see that Sturgeon Bay and Mishicot are substantially apart when it comes to the objective factors for defining comparability. There is ample precedent for removing a district that no longer meets the comparability criterion and such is the case here, and the Employer urges its removal.

The Association introduced evidence of statewide average teacher salaries. These settlements have no relevance to the current arbitration case. It has been held in numerous arbitration awards that statewide comparisons are of little value since they do not allow for consideration of local or regional economic differences and, therefore, are not considered by employers and associations in reaching in voluntary settlements. The Employer believes there is no shortage of competent teachers in its local labor market. There have been very few vacancies over the last five years and turnover is very

low. Therefore, the best evidence to be considered here is the list of comparables provided by the Employer.

The Employer believes that while it does not contend that it is unable to pay for either Party's final offer, the interest and the welfare of the public are best reflected in the Employer's final offer. The taxpayers of the Mishicot school district face serious economic problems, particularly in the farm economy. The Arbitrator should not ignore the economic and political conditions as they exist now as opposed to the settlements which occurred previously. The interest and welfare of the taxpayers of the district mandate a selection of the Employer's final offer, particularly when one balances the interest of the public in maintaining a quality education and minimizing the ever increasing cost of public education. The Board's offer gives teachers a real salary increase, particularly when taking into account the consumer price index. The current salaries are already high enough to attract and retain competent teachers. Since those two factors are present, arbitrators have generally been able to find that depressed local economic conditions are grounds for selection of an employer's slightly lower salary offer. These factors are present in this case and, therefore, the interest and welfare of the public supports the selection of the Employer's offer.

The Employer's offer is above the cost of living index and must be preferred on this objective statutory criteria. The Employer's offer would exceed the current and projected cost of living by in excess of 4% during the term of the contract. Therefore, teachers will not suffer a reduction in spending power and will actually gain in real terms. Under this criteria, the Association's offer is unreasonable and excessive. Contrary to what several other arbitrators have previously held, cost of living is not what employer and employee groups voluntarily agree to. It is a measure as defined by the consumer price index. It is the Employer's final offer that is the most reasonable when measured against the objective cost of living criteria in the statute. This criteria should receive more weight from the Arbitrator due to the lack of comparable settlements and due to the fact that it is an objective standard.

Other factors also support the Board's final offer. The preservation of expensive fringe benefits at an unknown cost supports the reasonableness of the Employer's offer, particularly when compared to other districts which have achieved health insurance concessions.

The comparability data favors the Employer's final offer. This is true even when considering salary only and total package increases. The Employer's '91-'92 school year final offer is closer both in terms of salary and total package increase. For

the '92-'93 school the Association's offer is slightly preferable on salary only, but the Employer urges the Arbitrator to consider concessions that were bargained in several districts. When these concessions are factored in, it is the Employer's offer which is clearly preferred. The Employer's offer also best matches the prevailing settlement trend using dollar and percent increases if the salary schedule benchmark system is used. Therefore, the Association can lay no claim to any catch-up, particularly in light of the Employer's conscientious effort to improve its salary schedule over the years. When reviewing the past five years, the Mishicot teachers have received overall salary and package increases which are in the middle of the comparable schools.

No other public or private sector employee group has received salary increases of the magnitude offered by the Board. The Employer provided a number of statistics showing that increases have been in the 3 to 4% range. A number of arbitrators have considered this criteria to be important in determining the appropriate offer.

Three of the comparable settlements should be rejected by the Arbitrator as not occurring in the same time frame as this case. In addition, there are many valid reasons why Sturgeon Bay should not be considered comparable to Mishicot. It is the Employer's offer that best matches the prevailing settlement

trends, both in terms of salary only and total package increases when compared to other schools in the comparable list and when based on a salary schedule benchmark system. The Employer's offer is very favorable when compared to other public and private sector employees. It is substantially above the consumer price index and best balances the employee and public interest. The Board has maintained expensive fringe benefits. While other comparables have contained concessions, the Employer respectively requests that the Arbitrator select its offer.

DISCUSSION AND OPINION

As is becoming very common these days, the collective bargaining process between the two Parties has been successful in that the Parties have agreed on almost all open issues. However, the issue of wages remains open. The Parties are relatively close in terms of their wage proposals for the '91-'92 school year and are further apart with respect to the '92-'93 school year.

One of the major issues in this case is should Sturgeon Bay should remain in the list of comparables. The Arbitrator has read the previous interest arbitration awards, particularly those by Arbitrators Yaffe and Michaelstetter since Arbitrator Petrie did not consider the Sturgeon Bay matter separately. As this

Arbitrator noted in his Gibraltar interest arbitration award, the side arguing to remove one of the previously used comparables must establish a prima facia case for this change. The proponent of change must fully justify its position. Arbitrators do not lightly remove comparables which have served as a basis for previous settlements. This is designed to prevent comparable shopping, and this Arbitrator agrees that such contract to contract moving of comparables does not serve the collective bargaining process well.

After reviewing all of the evidence in this case, the Arbitrator has determined that, indeed, there still is a geographic proximity between Sturgeon Bay and Mishicot. Neither one has moved since the last interest arbitration award. The duties and responsibilities of the teachers are the same, and their training and education are still the same. The third factor cited by Arbitrator Yaffe was the similarity in size of the Employer. Certainly, by any measure Sturgeon Bay and Mishicot are not similar in this area. The District cited a number of statistics which point to the differences between Mishicot and Sturgeon Bay which are listed on page 15 of this award, some of which are more persuasive than others. In any event, a review of those criteria shows that the overwhelming majority do not favor the inclusion of Sturgeon Bay in the list of comparables. As noted above, the removal of a long held comparable should not be done lightly and this Arbitrator has not

come to this conclusion lightly. However, he must conclude that, based on almost any fair measure of comparability, Mishicot and Sturgeon Bay are not similar. Therefore, the Arbitrator will not consider the Sturgeon Bay data in the list of comparables for this interest arbitration. The other comparables have been agreed to by the Parties, and those will be the appropriate comparables for purposes of analysis.

When reviewing the data, it was the District's position that certain settlements among the comparables should be given greater weight than others since some of those settlements were reached during 1990 or the beginning of 1991. It was the District's position that the economic situation had changed dramatically since that time. The Association vigorously argued against this weighting practice and while there may have been some changes in the economic picture, this Arbitrator is not convinced that settlements should be given different weightings based on when they occurred, particularly since we are discussing increases for the '91-'93 school years. While settlements should not be weighted, the Arbitrator does note that present and likely future economic conditions should be considered by the Arbitrator.

The Association introduced into the record data on statewide teacher average salaries. The District argued against the inclusion of this data, and the Arbitrator would note for the

record that statewide or even nationwide averages, even among teacher groups, should be given little or no weight by arbitrators. Consistently among interest arbitrators in the state of Wisconsin, it is local comparable data that is given the most weight. Likewise, the District asked the Arbitrator to consider non-teacher public and private sector data which the Association vigorously opposed. External comparables are required by the Wisconsin state statute to be considered by the Arbitrator, but teachers are in a unique situation and direct comparisons to teacher units from other units of government and the private sector are difficult at best. Likewise, comparison with parochial teachers will always favor the Employer's position and parochial school comparisons are inappropriate. While external comparisons must be by law considered by this Arbitrator, he will give them little weight. For whatever value, the external comparables do favor the Employer's position.

With respect to cost of living, both sides have agreed that wage increases in excess of the cost of living factor are appropriate during the term of this agreement. What the Arbitrator must determine is how much over the cost of living is appropriate. Cost of living considerations are difficult for interest arbitrators since the index is relatively volatile. Many arbitrators have determined that comparables take into account cost of living consideration and, therefore, need not be considered separately. Both sides have argued cost of living

considerations historically. In these days of relatively moderate inflationary pressures, it is the Employer who is arguing cost of living considerations, and it is obvious that since both positions exceed the cost of living, it is the Employer's proposal that would be more favored under this criteria. However, due to historical considerations such as the difficulty of true cost of living comparability and the fact that teachers are just now catching up to cost of living losses incurred in previous years, this is not a particularly important criterion under the circumstances of this case.

With respect to inability to pay, the District did not raise an inability to pay argument. The Arbitrator notes a small impact during the first year of the Agreement and a relatively larger impact in the second year of the respective wage proposals. Therefore, inability to pay is not at issue in this case. What the District did claim was that local economic conditions and the interest of the public were at stake in this case, and it is on this basis that the Arbitrator finds some justification for the Employer's position, particularly in light of the current economic climate. The District also argued the specter of imposed cost containment legislation and, again, as noted in the Gibraltar case, the Arbitrator cannot deal with factors that do not exist.

In reviewing all of the evidence presented, the Arbitrator has determined that it will be the comparables, as offset by the interest of the public and local economic conditions, which are the determining statistics in this case. The Arbitrator will review both the actual dollar and percentage impacts and the relative ranking of the unit based on actual dollars and on benchmark rankings to determine the outcome of this interest arbitration.

The five year benchmark rankings for Mishicot place the teacher group in the lower end of the mid range. The five year salary increases and total package increases rank this group in the middle of the comparables. This is not a "catch up" situation. The Comparables including Southern Door and excluding Sturgeon Bay reveal the following:

1. All but Algoma and Denmark have settled for 91-92 and 92-93.
2. The average salary increase each year per teacher if the Boards win the outstanding cases is \$1932.00 and \$1969.00, if the Association wins \$1953.00 and \$2015.00.
3. The Mishicot Board salary only offer is \$1913.00 and \$1851.00, the Association offer is 1959.00 and \$2028.00.

4. The average total package increase each year if the Boards win the outstanding cases is \$2833.00 and \$2986.00, if the Association wins \$2860.00 and 3027.00.

5. The Mishicot Board total package offer is using its figures \$2608.00 and \$2773.00, the Association offer using its figures is \$2685.00 and \$2965.00

Utilizing the above data over the two year period the following results:

1. Salary

Assuming Boards win the outstanding cases under this Board's offer the teachers would lose \$137.00 to average and under the Association's offer would gain \$86.00.

Assuming Association wins in the outstanding cases under the Board's offer the teachers lose \$204.00 to average and under the Association's offer would gain \$19.00.

With respect to salary this unit has been at the average for the comparables and even under the worst case scenario the Association's offer is favored.

2. Total package

Assuming Boards win the outstanding cases under this Board's offer the teachers would lose \$348.00 to average and under the Association's offer would lose \$79.00.

Assuming Association wins in the outstanding cases under the Board's offer the teachers lose \$506.00 to average and under the Association's offer would lose \$237.00.


With respect to total package this unit has been at the average for the comparables and even under the worst case scenario the Association's offer is substantially favored.

We are then left with a factor, interest of the public including the local economic climate, which strongly favors the Board's offer, and a factor, comparables, which strongly favors the Association's offer. After reviewing all of the evidence and in a very close call the Arbitrator has determined that the economic climate is not such that a \$300.00 to \$500.00 movement away from average in the total package is justified. Therefore, it is the Association's position that will prevail.

AWARD

On the basis of the foregoing and the record as a whole, and after full consideration of each of the statutory criteria, the undersigned has concluded that the final offer of the Mishicot Education Association is the more reasonable proposal before the Arbitrator, and directs that it, along with the predecessor agreement as modified by the stipulations reached in bargaining, constitutes the 1991-1993 agreement between the Parties.

Signed at Oconomowoc, Wisconsin this 30th day of October, 1992.


Raymond E. McAlpin, Arbitrator