

BEFORE THE ARBITRATOR

ROSE MARIE BARON

RECEIVED
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WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the Matter of the Petition of

KICKAPOO TEACHERS ASSOCIATION

To Initiate Arbitration
between said Petitioner and

KICKAPOO AREA SCHOOL DISTRICT

Case No. 12; No 47746
INT/ARB-6545
Decision No. 27470-A

APPEARANCES

Gerald Roethel, Executive Director, Coulee Region United Educators,
appearing on behalf of the Kickapoo Teachers Association

Barry Forbes, Esq., Wisconsin Association of School Boards, appearing on
behalf of the Kickapoo Area School District

I. BACKGROUND

The Kickapoo Area School District, a municipal employer (hereinafter referred to as the "District" or the "Board") and the Kickapoo Teachers association (the "Association" or the "Union"), representing all full-time and part-time certified teaching personnel, have been parties to a collective bargaining agreement which contained a limited reopener with respect to wages for the 1992-93 school year. On July 13, 1992, the parties exchanged their initial proposals; after one meeting no accord was reached and the Association filed a petition requesting that the Wisconsin Employment Relations Commission initiate binding arbitration. Following an investigation and declaration of impasse, the Commission, on November 17, 1992, issued an order of arbitration. The undersigned was selected by the parties from a panel submitted by the Commission and received the order of appointment dated December 2, 1992. Hearing in this matter was held on March 17, 1993 at the Kickapoo Area School District offices in Viola, Wisconsin. A public hearing was held prior to the hearing of the matter; ten citizens of the school district elected to make presentations. No transcript of the proceedings was made. At the hearing the parties had opportunity to present documentary evidence.

Briefs and reply briefs were submitted by the parties according to an agreed-upon schedule. The record was closed on May 3, 1993.

II. ISSUE AND FINAL OFFERS

The issue before the arbitrator is which of the parties' final offers related to changes in the salary schedule shall be selected. The final offers of the parties are set forth in Appendix A and B.

III. STATUTORY CRITERIA

The parties have not established a procedure for resolving an impasse over terms of a collective bargaining agreement and have agreed to binding interest arbitration pursuant to Section 111.70, Wis. Stats. (May 7, 1986). In determining which final offer to accept, the arbitrator is to consider the factors enumerated in Sec. 111.70(4)(cm)7:

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 employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees performing similar services.
- e. Comparison of the wages, hours and conditions of employment of the municipal employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees 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 employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees 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.

IV. POSITION OF THE PARTIES AND DISCUSSION

The following statement of the parties' positions does not purport to be a complete representation of the arguments set forth in their extensive briefs and reply briefs which were carefully considered by the arbitrator. What follows is a summary of these materials and the arbitrator's analysis of this material in light of the statutory factors noted above. Because the selection of the appropriate communities for purposes of comparability will have a major impact on the selection of one of the parties' final offers, that matter will be addressed first.

A. Comparables

1. The Association

The Association has selected the school districts which comprise the Ridge and Valley Athletic Conference as its primary comparable. The Conference has been determined by three previous arbitrations, either by agreement of the parties or by arbitrators (citations omitted). These are:

De Soto	North Crawford
Ithaca	Seneca
Kickapoo	Wauzeka
La Farge	Weston

In addition, the Association proposes that a second comparability group be the 290 statewide teacher contracts which were settled at time of hearing (Association Ex. 58). The Association cites a 1984 award of Arbitrator Kerkman, Weston Schools, Decision #21307-A in support of its position.

Arbitrator Kerkman stated that he rejected state averages as being comparable and that a mere showing that the district is significantly below the statewide average is unpersuasive. However, he noted that it would be appropriate in this case to utilize state settlements to determine whether the district's salary levels had shown further erosion from the prior relationship with state averages.

2. The Board

It is the position of the Board that there is no disagreement on the comparison group which is the other seven schools in the Ridge and Valley Athletic Conference.

The Board, however, does not agree with the Association's proposed reliance on a statewide comparison. It argues that statewide wage comparisons are of little value because such data do not reflect the local economic conditions which influence collective bargaining. Several noted arbitrators' awards are cited for the proposition that, barring special circumstances, statewide comparisons are not as relevant as districts in the same geographic area which have similar economic conditions. The Board points to the fact that the economic problems facing the taxpayers of the Kickapoo Area School District are different from those in other parts of the state, i.e., the average taxpayer income in the district in 1991 was lower than average income in 81.8 percent of other districts in Wisconsin.

3. Discussion

Although the Association argues for the inclusion of a statewide comparability group, i.e., the 290 teacher settlements, the arbitrator is not persuaded that such a comparison is appropriate or necessary or supported by the record. This is not a case where there are too few settlements in the athletic conference to make a valid comparison; all seven of the other districts have reached voluntary settlement. While Arbitrator Kerkman was willing to consider whether there had been on-going erosion in the Weston district's salary vis-a-vis the statewide average, it is unclear from the

citation in the Association's brief (p. 2) as to what particular circumstances existed which caused him to go beyond the historic geographic and demographic area, i.e., the athletic conference. Furthermore, this arbitrator is reluctant to rely the data supplied in Association Ex. 58. There is insufficient information regarding which of the 431 state districts are represented in the analysis shown in Association Ex. 58. If, for example, the benchmark dollars and percentages reflect settlements in large urban centers such as Milwaukee, Madison, Racine, Janesville, and Kenosha, one would expect the data to be skewed at the high end of the continuum, contrary to the result if the settlements reported were in smaller, more rural areas.

It is the opinion of the arbitrator, and it is so held, that the appropriate school districts for purposes of comparison with the final offers of the Kickapoo School District and the Kickapoo Education Association are the seven districts in the Ridge and Valley Athletic Conference: De Soto, Ithaca, La Farge, North Crawford, Seneca, Wauzeka, and Weston.

B. The Cost of Living

1. The Board

Section 111.70(4)(cm)7(g) directs the arbitrator to consider the average consumer price for goods and services commonly known as the cost of living. The Board has submitted extensive documentation regarding the various indices generated by the federal Bureau of Labor Statistics. The increase for the 1991-92 school year was 2.6 percent; on an annualized basis for the 1992-93 school year, the increase is 2.9 percent. The parties' final offers on salary alone both exceed the consumer price index (CPI): Board offer 5.4 percent versus the Association's 6.5 percent. The Board believes that it is appropriate to compare changes in the CPI to the total package cost of both final offers and cites several arbitration awards in support of its position. The Board's total package cost for 1992-93 is 6.2 percent, while the Association's is even higher at 7.2 percent. In addition, the Board points to the long-term effect of substantial real salary increases received by Kickapoo

teachers over the past eleven years, an increase amounting to at least 78.6 percent.

2. The Association

The Association does not dispute the fact that the Board's final offer also exceeds the cost of living as measured by the consumer price index. However, it is contended that the trend among Wisconsin arbitrators has been to decline to place much weight on a national index. Numerous awards are cited for the proposition that the better measure of cost of living increases can be found in the pattern of voluntary settlements among the comparable employees.

3. Discussion

The arbitrator recognizes the statutory mandate to consider the cost of living in determining which of the parties' final offers is the more reasonable. What is left unstated in the statute, and therefore falls to the discretion of the arbitrator, is exactly which index should be relied upon for a determination of the effects of inflation on municipal employees as well as the degree of weight to be placed on this particular factor in an over-all analysis. In the instant case, both parties have cited particular arbitral precedents for adoption of either the national CPI (Board) or the pattern of settlements in the local area (Association) to reach a determination.

At the outset it should be noted that the arbitrator recognizes the importance of the cost of living factor as an independent criterion which must be weighed in her consideration of the final offers. However, the key issue here is how the cost of living shall be determined. After a thorough review of all related exhibits and the cogent arguments contained in the parties' briefs and reply briefs, the arbitrator is persuaded by the rationale set forth by Arbitrator Mueller in 1981 and followed by Arbitrator Kerkman and numerous other arbitrators. Thus the pattern of settlements of the school districts in the Ridge and Valley Athletic Conference for the 1992-93 school year is held to be the proper determinant of the cost of living increase in the instant case.

Settlements for salary alone by percentage in the seven comparable school districts of the Ridge and Valley Athletic Conference (derived from Board Ex. 19a and Association Ex. 43) clearly show that they are all well above the federal CPI of 2.9 percent, as are both the Board and Association final offer.

<u>School District</u>	<u>Percent Increase</u>
De Soto	6.6
Ithaca	6.1
La Farge	6.0
North Crawford	6.3
Seneca	6.1
Wauzeka-Steuben	6.3/6.7
Weston	6.8
Average (Mean)	6.31/6.35
Board Offer	5.4
Association Offer	6.5

It should be noted that for Wauzeka-Steuben a discrepancy exists in the percentages reported, i.e., the Board's 6.3 versus the Association's 6.7 percent. This difference does not significantly affect the mean of the seven school districts.

Applying the pattern of settlement approach discussed above, the Association's final offer more closely approximates the Ridge and Valley Athletic Conference average and is, therefore, deemed the more reasonable of the two on the cost of living factor.

C. Cost of salary increase alone or total package cost

The Board argues that a consideration of the cost of the overall package received by the teachers, salary and fringe benefits, should be given weight by the arbitrator. The Association contends that the District is being inconsistent since in the bargain of 1991-93 contract it stressed salary increases and ignored total package increase because of lower health insurance costs.

There is no question that one of the statutory criteria to be considered is that of overall compensation received by municipal employees (Sec.111.70(4) (cm)7(h), i.e., salary, insurances, vacation, etc. This arbitrator has in the past placed considerable weight on the total package where, for example, there were no voluntary settlements among the comparables for the second year of a two-year contract (Cassville School District, Dec. 17188, 1992). However, it must be remembered that the instant case involves a salary reopener in the second year of a collective bargaining agreement, not the bargaining of a total contract. The 1991-1993 Master Contract between the Association and the Board (Board Ex. 4) provides in Article 22, Term of Agreement:

A. The Master Agreement shall be in effect July 1, 1991, and shall remain in effect through June 30, 1993. The Master Agreement shall reopen at the request of either party for the negotiation of salary and the addition of lanes to the salary schedule for 1992-93...

All the bargaining that went into the Master Contract has been firmly established for a two-year period with the exception of a possible reopener on salary and lane addition. Funding of the fringe benefits was determined at that time of the bargain and is not an issue before the arbitrator. Whether one or the other of the parties now feels that it compromised any of its other demands in order to gain health or dental or other insurance, or if those benefits are now perceived as too meager or too generous, is really not part of this 1992-93 arbitration. This arbitrator is, therefore, compelled to treat an impasse on a salary reopener in a limited fashion, that is, to specifically focus on the matter of salary and to place little or no weight on the cost of the total package for 1992-93. Thus, for purposes of the following discussion, all analyses will utilize the data submitted by the parties on salaries alone.

D. Salary Schedules, Benchmarks, Rankings

The parties have provided extensive evidence in support of their respective positions regarding the ultimate issue in this arbitration, i.e., the amount of salary to be granted to the teachers. The position of the Kickapoo teachers vis-a-vis the teachers in the other Ridge and Valley

districts is addressed in terms of selected benchmarks, change in relative ranking, salary (in dollars), and percent of proposed 1992-93 increment.

Association Chart 2 (Brief, p. 7) and the Board table (Reply Brief, p. 4) compare the 1991-92 rankings per benchmarks and the 1992-93 final offers of the Board and Association. Both offers would decrease the rank at the BA Base from 6 to 7; the BA Max would remain the same at 1; the MA 9 would remain the same at 3. At the BA 6, the Association's offer would maintain a rank of 4, while the Board's offer would decrease it to 6. At the MA Base, the Board's offer would lower the rank from 3 to 4, while the Association's would maintain its rank equal to the comparables. At the MA Max, the Association's offer would maintain a rank of 2, while the Board's would lower it to 4. At the Schedule Max, the Board's offer would raise the rank from 7 to 5, while the Association's would raise it to 4.

The Association has argued that it has not attempted to improve its position in the Athletic Conference, but rather has tried to maintain its relative ranking. The data indicate that with the exception of the Schedule Max, the Association's offer maintains the status quo to a greater extent than that of the Board.

The Board argues that the high level of Kickapoo salaries in the past must be taken into consideration by the arbitrator and that salaries, not merely salary increments, are of vital importance.

Table 1 summarizes teacher salaries by RVAC averages (1992-93 settlements) and the parties' final offers by dollars.

TABLE 1
 BENCHMARKS BY SALARY IN DOLLARS
 1992-93

	1992-93 Ridge and Valley Average	Board Final Offer	Difference from Average	Union Final Offer	Difference from Average
BA Base	22,219	21,607	- 612	21,750	- 469
BA 6	26,739	26,509	- 230	26,749	+ 10
BA Max	30,877	32,228	+1,351	32,581	+1,704
MA Base	24,332	24,507	+ 175	24,693	+ 361
MA 9	31,923	32,481	+ 558	32,842	+ 919
MA Max	35,120	36,025	+ 905	36,464	+1,344
Sched Max	37,141	36,971	- 170	37,431	+ 290
Mean (Ave.)	29,792	30,047		30,359	
Median	30,941	32,228		32,581	

*The Board and the Association designate these benchmarks differently, however, they are equivalent, i.e., Board BA 6 is equal to Association BA 7; Board MA 9 is equal to Association MA 10.

Inspection of Table 1 shows that the Association's offer more closely approximates the mean on two of the benchmarks: BA Base and BA 6, while the District's offer prevails in the remaining five. Applying the median of all the benchmark salaries, the Board offer is closer than is the Association.

The parties have discussed extensively the pros and cons of applying a benchmark analysis based upon a comparison of salary increments by percentage. The following table is derived from exhibits submitted by the parties.

TABLE 2
BENCHMARK INCREASES BY PERCENTAGES
1992-93

	1992-93 Ridge and Valley Average	Board Final Offer	Difference from Average	Union Final Offer	Difference from Average
BA Base	5.37	4.11	- 1.26	4.80	- 0.57
BA 6	5.08	3.86	- 1.22	4.80	- 0.28
BA Max	4.83	3.66	- 1.17	4.80	- 0.03
MA Base	5.13	4.01	- 1.12	4.80	- 0.33
MA 9	4.73	3.65	- 1.08	4.80	+ 0.07
MA Max	4.59	3.54	- 1.05	4.80	+ 0.21
Sched Max	4.47	6.26	+ 1.79	7.58	+ 3.11
Mean (Ave.)	4.88	4.16	- 0.72	5.20	+ 0.32
Median	4.83	3.86	- 0.97	4.80	- 0.03

Inspection of Table 2 shows a range of percent increases for the benchmarks in the comparables from a low of 4.47 to a high of 5.08 with an arithmetic mean of 4.88 and a median of 4.83. The Board's offer ranges from 3.54 to 6.26 with a mean of 4.16 and a median of 3.86; The Association percent increase is at 4.80 for each of the benchmarks with the exception of the Schedule Maximum which is 7.58 percent. With the exception of the Schedule Maximum, the Association's final offer more closely approximates the Ridge and Valley averages at each of the benchmarks. In analyzing the average percent increase of the comparables and degree of deviance of each of the parties' final offers, the arbitrator has subjected the parties' data to an added test by using the median to take into account the skewing of the data because of the added lane. For example, regarding the Association's offer, the arithmetic mean of 5.20 is not as good a measure of centrality or averageness as the median. Nonetheless, whichever measure is utilized, it is clear that the Association's final offer on percent of salary increase is closer to that of

the districts which comprise the comparable group.

There is an obvious inconsistency in the results shown in the two tables above, and in the discussion on rankings. The Association's offer is closer to the average of the comparables when the percent of proposed increment is considered and its offer maintains the rankings, while the Board's offer prevails when the actual salaries for benchmarks are utilized. The Board quite candidly states in its brief that "If the size of pay increases in comparable school districts is the only matter to be considered in this arbitration, the Board recognizes that it cannot win." (Reply Brief, p. 17).

The Board argues forcefully that teachers in Kickapoo will have above average salaries at four of the seven benchmarks under its offer as well as an extraordinary pay increase due to the addition of the MA+8 lane. Further, the Board contends that it has no obligation to maintain historic benchmark salaries or rankings when their offer is above average. Ultimately, the Board believes, that the average salary increase is a less important consideration than the average salaries paid, "...teachers are paid salaries, not salary increases." Thus it concludes, "If the Kickapoo Areas School District pays its teachers average salaries under the Board's final offer and if the Union's final offer involves substantially higher than average salaries, then the Board's offer is more reasonable." (Brief, p. 8-9).

This argument may have some merit, but not under the present circumstances. First, as the arbitrator has noted in the earlier discussion regarding salary alone or total package costs, this is a case of a salary reopener, which would place limits upon the scope of factors to be given consideration. What is at issue here is not the long history which led to the above-average salaries which the Board emphasizes, but rather it is the change in the amount of salary that returning teachers are to receive in the second year of a two-year contract. While the analysis of average benchmark salaries favors the Board's offer, the arbitrator is inclined to give it less weight than the data which show that the Association offer maintained the status quo

in ranking and prevailed in the percent increment comparisons. Based upon these findings, the arbitrator concludes that the Association's final offer on salary is the more reasonable.

E. Comparison with other municipal employees and private employers

Factors which are to be considered is how other municipal employees and employees in the private sector have fared during the same time period under consideration herein. The Board has provided national data on state and local governments (Board Ex. 28). A careful review of these data reveal that this Bureau of Labor Statistics preliminary report covers "major collective bargaining units--those with 1,000 workers or more--in State and local government." (at page 3). That fact and the paucity of any breakdown showing regional or local trends, renders this material of little value in our considerations.

Closer to home, the Board presents data concerning its settlement with the Teamsters' union which represents the Kickapoo district support staff employees. Data are presented for total package costs show an increase for the two years, i.e., 6.3 percent per year (Board Ex. 80). This compares with the Board's total package offer to the teachers of 6.2 percent and the Association's 7.2 percent. The only information presented on salary is that for 1992-93 the starting base wage is \$5.43 and an increase of \$.28 was granted (no information as to the prior rates is given). It is difficult to determine what the actual percentage increment was in this instance.

The difficulty with internal comparables involving municipal employees such as the support staff with teachers has been documented by many arbitrators. A major concern in internal comparability is the difference in the occupational make-up of the units under consideration. Arbitrators have long been reluctant to compare, for example, a bargaining unit composed of white-collar employees such as social workers with blue collar employees in the highway department even though both groups were unionized (see e.g., Sheboygan County, Int/Arb-819 (Baron, 1991)). In the instant case, a rationale

comparison cannot be drawn between jobs held by employees with such diverse educational requirements, training and expertise, and responsibilities. The disparate nature of the occupational groups leads the arbitrator to conclude that this factor is not sufficiently relevant to be accorded weight in the determination of which final offer is more reasonable.

In its Brief the Board refers to major collective bargaining settlements in private industry citing national data (at page 14). These range from average wage changes of 2.6 percent to 4.0 percent. No specific data are provided for local employers.

The collective bargaining units in this report are composed of 1,000 or more workers. The analysis is limited to production and related workers in manufacturing and nonsupervisory workers in nonmanufacturing (Ex. 31, p. 4). No data are provided regarding whether workers are performing skilled or semi-skilled jobs, what educational requirements exist, and what responsibilities their jobs carry. It would be impossible to make a rational comparison of such a disparate and broadly-based group with the Kickapoo teachers in terms of levels of remuneration.

It is held that the data on private employment settlements is insufficient for purposes of comparison and it will, therefore, be given no weight.

In summary, neither the salary settlements of other municipal employees nor of private sector employees will be considered in a final determination of which of the parties' final offers is the more reasonable.

F. The interest and welfare of the public

1. The Board

Three major arguments are set forth by the Board in support of its contention that the burden on property taxpayers of the district needs to be minimized. The record shows that there is an abundant supply of teachers in Wisconsin and it is not necessary to raise salaries to attract or retain teachers. Based upon supply and demand, there is no reason to raise teacher

salaries or benefits at all.

Second, the taxpayers of the district face economic problems. All the members of the public speaking at the public hearing spoke in favor of selection of the Board's final offer; none spoke on behalf of the Association. The record reflects the low average income of the residents of the district compared with that of Wisconsin school districts, i.e., 81.8 percent of all school districts in Wisconsin have taxpayers earning higher average incomes than the taxpayers of the Kickapoo Area School District. Data showing economic distress and the poor farm economy is detailed in several exhibits.

Finally, the Board contends that the interest and welfare of the public can best be served by a balancing of the interests of the teachers in receiving an increase well above the rate of inflation and the interest of the taxpayers in property tax relief and of the general public in maintaining the quality of education in the district. The Board's salary offer exceeds the cost of living and as such protects the interests of the teachers as well as maintaining the quality of education. Arbitral precedent is cited in support of the Board's position. The members of the School Board, as elected representatives of the public, represent the will of the citizens to slow the rate of teacher salary increases.

2. The Association

The Association does not believe that the unsworn statements made at the public hearing by citizens as well as Board members should be given weight. It noted that it did not recruit people to speak at the public hearing because of concern for potential animosity. The Association claims that the comments at the open meeting were anti-property tax, not anti-teacher. While it is conceded that farm economy is facing serious problems, the Association argues that the situation in the Kickapoo School District is not unique, and that it is no different from other school districts in the athletic conference. Several arbitral awards are cited which reject what the Association characterizes as an economic "doom and gloom" argument by School

Boards in favor of a pattern of settlements approach. The Association contends that there is no difference in the economic problems facing Kickapoo, e.g., "The District cannot paint itself as a unique island of economically-distressed residents. It is no different than any other school district in the Ridge and Valley Athletic Conference." (Reply Brief, p. 13).

3. Discussion

The sentiment expressed by the speakers at the public hearing was generally against salary increases for teachers. A retired federal employee stated that she received a 2.9 percent cost of living increase, while her taxes have increased substantially and interest rates on savings have decreased. A local businessman said that he felt both final offers were out of line since they were double the inflation rate; nor did he believe that increases in the past have resulted in any improvement in the schools. Others spoke of having to move or sell homes because of high property tax rates; farmers discussed the difficulties facing them.

The arbitrator understands the concern of these citizens about their future in the area as the tax burden causes them certain hardships. However, only a small segment of the area residents spoke and these were primarily the older residents who were living on fixed incomes. Not heard from to any great extent were the young parents of children who are students in the school district. While it is true that the community rejected building either a new elementary school (Grades K-8) or a new middle school (Grades 6,7, and 8) (Board Ex. 81), one cannot conclude that an unwillingness to take on the burden of school construction reflects the public interest regarding the quality of education or salary increases for the teachers.

The Board paints a picture of an agricultural community in dire economic circumstances in a plethora of exhibits. However, when these data are reviewed, not in isolation, but in comparison with the seven districts in the athletic conference, one can find no significant difference which would set Kickapoo apart from the others. In fact the average mean total income per tax

return for the Ridge and Valley Conference from 1986 to 1991 (Board Brief, p. 26) shows that in all years but 1986 when it was \$150 less, Kickapoo income exceeded the Ridge and Valley Conference by amounts ranging from \$285 to \$2,032, with a median positive difference from the average of \$698. The fact that 81.8 percent of all school districts in Wisconsin have taxpayers earning higher average income than the taxpayers of Kickapoo is not as relevant for our purposes as the information that within the athletic conference, Kickapoo is somewhat above the average.

The record is not clear as to the actual immediate impact the adoption of either party's final offer would have on the citizens of the district. It is unknown whether the \$18,000 difference between the offers would result in some sort of tax relief if the Board's offer were adopted or if an additional levy would be necessary if the Association's offer prevailed (the Association contends that it will not since the money has been levied, collected, and in possession of the Board, Reply Brief, p. 15).


Although the arbitrator does not discount the sincere concerns expressed by the residents at the public hearing, the greater weight of the evidence does not support a conclusion that the circumstances in the Kickapoo School District are significantly different from those which existed in the comparables at the time their teacher contracts were voluntarily settled.

It is held, therefore, that the interest and the welfare of the public will not be ill-served by the adoption of the Association's final offer on salary increments.

V. AWARD

Based upon the discussion above, the final offer of the Association (Appendix A) shall be adopted and incorporated in the parties' Collective Bargaining Agreement for 1992-93.

Dated this 21st day of May, 1993 at Milwaukee, Wisconsin.


Rose Marie Baron, Arbitrator

ASSOCIATION		735.70					
1.048	833.16	850.98	869.84	887.66	905.47	923.29	
1992-3 SCHEDULE							
STEP	. BA	BA+8	BA+16	BA+24	MA	MA+8	
1	21750	22486	23222	23957	24693	25429	
2	22583	23337	24091	24845	25598	26352	
3	23417	24188	24961	25733	26504	27275	
4	24250	25039	25831	26620	27409	28199	
5	25083	25890	26701	27508	28315	29122	
6	25916	26741	27571	28396	29220	30045	
7	26749	27592	28441	29283	30126	30968	
8	27582	28443	29310	30171	31031	31892	
9	28415	29294	30180	31059	31937	32815	
10	29249	30145	31050	31946	32842	33738	
11	30082	30996	31920	32834	33748	34662	
12	30915	31847	32790	33721	34653	35585	
13	31748	32698	33660	34609	35559	36508	
14	32581	33549	34530	35497	36464	37431	
LONG	33181	34149	35130	36097	37064	38031	

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JR

ASSOCIATION'S FINAL OFFER

APPENDIX A

1992-93 Salary Schedule Information
6.2% Increase with 1 additional lane
\$1594 Average Salary Increase

Base Salary of \$21607 - \$853 increase
Lane Change of \$725 - \$23 increase
BA Step Increase of \$817 - \$22 increase
BA & 8 Step Increase of \$834 - \$22 increase
BA & 16 Step Increase of \$852 - \$22 increase
BA & 24 Step Increase of \$869 - \$22 increase
MA Step Increase of \$886 - \$22 increase
Ma & 8 Step equals \$903
Longevity is \$600

Employees Full Time	44.000
Lahna Larson 7/8	.875
Diane Smith 60%	.600
Sandra Herges 95 days	.514
Total Employees	45.989

Following employees have extra salary included in extra curricular salary:
Barry Donovan - 10 day extended contract - Guidance
William Doolan - 16 day summer band
David Wright - 40 day summer ag

Health Insurance
\$456.56 - Employer Pays \$433.73 - 95%
\$176.50 - Employer Pays \$167.68 - 95%

Dental Insurance
\$46.94 - Employer Pays \$44.59 - 95%
\$16.20 - Employer Pays \$15.39 - 95%

Employee Retirement - 6.2%
Employer Retirement - 5.8%
Social Security - 7.65%

DISTRICT'S FINAL OFFER

APPENDIX B

FIRST NAME	LAST NAME	LANE 92-93	STEP 92-93	BASE SALARY	EXTRA CURR	BASE TOTAL	RET 6 2 %-EN	RET 5 8%-EMP	FICA 7 65%	HEALTH INS		DENTAL INS		FRINGE TOTAL	GRAND TOTAL
										FAMILY	SINGLE	FAMILY	SINGLE		
FRANK	ACCOMANDO	BA & 24	18	35,679	475	36,154	2,242	2,097	2,766	5,205				12,309	48,463
KATHLEEN	ALEXANDER	BA & 24	22	35,679		35,679	2,212	2,069	2,729					9,208	44,887
SHERRI	ANSAY	BA	3	23,241		23,241	1,441	1,348	1,778	5,205		2,012	185	10,307	33,548
ELLEN	BENDER	BA	21	32,828		32,828	2,035	1,904	2,511			2,012	185	8,647	41,475
DENISE	BUCKBEE	BA	3	23,241		23,241	1,441	1,348	1,778			2,012	185	6,764	30,005
MARILYNN	CLAUSON	BA & 16	20	34,733	951	35,684	2,212	2,070	2,730			2,012	185	9,209	44,892
AUDREY	COSGROVE	MA	12	34,253		34,253	2,124	1,987	2,620	5205			535	12,471	46,724
JAMES	DITTMAN	MA	20	36,625	3,003	39,628	2,457	2,298	3,032	5205			535	13,527	53,155
PATRICIA	DITTMAN	MA	3	26,279	216	26,495	1,643	1,537	2,027					5,206	31,701
BARRY	DONOVAN	MA	7	29,823	2,044	31,867	1,976	1,848	2,438	5205			535	12,002	43,869
WILLIAM	DOOLAN	BA & 16	11	31,577	3,373	34,950	2,167	2,027	2,674	5205			535	12,608	47,558
BARBARA	DUKE	BA & 8	7	27,336	216	27,552	1,708	1,598	2,108	5205			535	11,154	38,706
ANNETTE	EDGAR	MA	11	33,367		33,367	2,069	1,935	2,553			2,012	185	8,753	42,120
KARLA	EVENSON	BA & 16	4	25,613	216	25,829	1,601	1,498	1,976	5205			535	10,815	36,644
MICHAEL	FARGEN	BA	3	23,241	2,355	25,596	1,587	1,485	1,958	5205			535	10,770	36,366
LAWRENCE	FORKASH	MA & 8	10	33,359	691	34,050	2,111	1,975	2,605	5205			535	12,431	46,481
JOANN	GROVES	MA	28	36,625	951	37,576	2,330	2,179	2,875	5205			535	13,124	50,699
SANDRA	HERGES	BA & 16	2	12,278		12,278	761	712	939	5205			535	8,152	20,430
ROXANNE	HOKE	BA & 8	20	33,774		33,774	2,094	1,959	2,584	5205			535	12,376	46,150
AUDREY	JOHNSON	BA	31	32,828	605	33,433	2,073	1,939	2,558					6,570	40,003
MARY KAYE	JOHNSON	BA & 24	21	35,679	216	35,895	2,225	2,082	2,746			2,012	185	9,250	45,145
ROGER	JOHNSON	BA	30	32,828		32,828	2,035	1,904	2,511	5205			535	12,191	45,019
GREGORY	KIEFER	BA	6	25,692		25,692	1,593	1,490	1,965	5205			535	10,788	36,480
DENNIS	KINDSCHY	BA	2	22,424	1,426	23,850	1,479	1,383	1,825			2012	185	6,883	30,733
SUSAN	KINSEY	BA & 16	11	31,577		31,577	1,958	1,831	2,416			2,012	185	8,402	39,979
LAHNA	LARSON	BA & 24	5	23,851	821	24,672	1,530	1,431	1,887	5205			535	10,588	35,260
GAIL	MARSHALL	BA & 16	9	29,873		29,873	1,852	1,733	2,285	5205			535	11,610	41,483
GLORIA	MARSHALL	BA & 24	22	35,679		35,679	2,212	2,069	2,729	5205			535	12,751	48,430
THOMAS	MODRICH	BA	17	32,828		32,828	2,035	1,904	2,511	5205			535	12,191	45,019
HUBERT	PARR	BA & 24	31	35,679	475	36,154	2,242	2,097	2,766	5205			535	12,844	48,999
LAVERNE	PHILLIPS	BA	27	32,828	475	33,303	2,065	1,932	2,548					6,544	39,847
GARY	PLATE	BA & 16	10	30,725	2,031	32,756	2,031	1,900	2,506	5205			535	12,176	44,933
DEBORAH	RUNYAN	BA & 8	6	26,502		26,502	1,643	1,537	2,027	5205			535	10,948	37,450
ELSBETH	RUST	BA & 16	29	34,733		34,733	2,153	2,015	2,657	5205			535	12,565	47,298
WAYNE	SCHREIBER	BA & 16	27	34,733	1,772	36,505	2,263	2,117	2,793	5205			535	12,913	49,418
DARYL	SKRUPKY	BA & 16	24	34,733	1,664	36,397	2,257	2,111	2,784	5205			535	12,892	49,289
DIANE	SMITH	BA & 24	13	20,526		20,526	1,273	1,191	1,570	5205			535	9,773	30,299
TRACY	SOLVERSON	BA & 16	8	29,021		29,021	1,799	1,683	2,220	5205			535	11,443	40,464
CHARLES	STECKELBERG	BA	2	22,424	2,290	24,714	1,532	1,433	1,891			2012	185	7,053	31,767
KATHY	UGO	MA	5	28,051		28,051	1,739	1,627	2,146	5205			535	11,252	39,303
DENNIS	VINGER	BA & 16	13	33,281	2,290	35,571	2,205	2,063	2,721	5205			535	12,730	48,301
LACEY	VINGER	BA & 8	7	27,336		27,336	1,695	1,585	2,091					5,372	32,708
JOANNE	WALTER	BA & 24	21	35,679		35,679	2,212	2,069	2,729	5205			535	12,751	48,430
KAREN	WILLIAMS	MA	19	36,625	1,188	37,813	2,344	2,193	2,893	5205				12,635	50,448
DAVID	WRIGHT	BS & 24	2	24,651	5,718	30,369	1,883	1,761	2,323			2012	185	8,164	38,533
SARA	YOUNG	BA	20	32,828		32,828	2,035	1,904	2,511	5205			535	12,191	45,019

