In the Matter of an Arbitration between NIAGARA SCHOOL DISTRICT and NIAGARA EDUCATION ASSOCIATION	Case 5 No. 47453 INT/ARB 6471 Decision No. 27570-A

Appearances:

Mr. Jeffrey J. Wickland, Membership Consultant, Wisconsin Association of School Boards; representing the District.

Mr. R. A. Arends, Executive Director, WEAC Uniserv Council #21: representing the Association.

Before:

Mr. Neil M. Gundermann, Arbitrator.

Date of Award: July 29, 1993.

ARBITRATION AWARD

The Niagara School District, hereinafter referred to as the District, and Niagara Education Association, hereinafter referred to as the Association, reached an impasse regarding the terms and conditions to be incorporated into the collective bargaining agreement effective July 1, 1992, and expiring on June 30, 1994. The parties the selected the undersigned through the procedures of the Wisconsin Employment Relations Commission to serve as the arbitrator to hear and determine the matters in dispute. A hearing was held in Niagara, Wisconsin on May 10, 1993, at which time the parties were present and given full opportunity to present such evidence as was relevant to the dispute. The parties filed-post hearings and the District filed a reply brief.

I. Issues

1. Salary Schedule

   Association's Position: BA Base for 1992-1993 $21,509
   BA Base for 1993-1994 $22,584

   District's Position: BA Base for 1992-1993 $21,337
   BA Base for 1993-1994 $22,270

2. Health Insurance

   District's Position: Beginning July 1, 1992 the District to pay 95% of health insurance premiums.

   Association's Position: Maintain status quo with the District paying the entire health insurance premium.

3. Credit Reimbursement

   District's Position: Effective July 1, 1993, the District will pay $90 per approved credit tuition reimbursement. Effective July 1, 1993, three of each six credits must be in the teacher's current teaching assignment to be eligible for reimbursement.

   Association's Position: Section IX - Employment Paragraph D. 3. sentence 1 to read: "The Board will pay $89.35 per approved credit tuition reimbursement in the first year of this agreement and $93.71 in the second year."

4. Probationary Period

   District's Position: Increase probationary period to three years effective with the 1993-1994 school year.

   Association's Position: Retain status quo, two-year probationary period.

5. Recall From Layoff

   District's Position: Limit recall from layoff to two years.

   Association's Position: Maintain status quo.

6. District's Contribution to the Wisconsin Retirement System

   Association's Position: District to contribute 6.2% of a teacher's annual salary toward the required contribution to the Wisconsin Retirement System.

District's Position: District to contribute 6.2 of a teacher's annual salary toward the required contribution to the Wisconsin Retirement System.

7. Term of Agreement

Association's Position: Section XXIII - Term of Agreement Paragraph A. To read as follows: "A. The term of this awarded contract shall be from July 1, 1992 through June 30, 1994. All provisions shall retroactively effective to the commencement date. All back pay shall due shall be paid in a lump sum check within 30 days of the date of the arbitrator's award."

District's Position: Change dates in current language to reflect two-year agreement.

8. School Calendar

Association's Position: Appendix E - A. Change 1 and delete 2. Change 1 to read: "1. The 1992-1993 and 1993-1994 school calendars shall be as attached hereto."

District's Position: Advance dates to reflect two-year agreement, maintain status quo which requires the parties to meet in February of the first year of a two-year agreement to negotiate the calendar for the second year of a two-year agreement and to meet in February of the second year of the agreement to negotiate the calendar for the first year of a successor agreement.

Miscellaneous Pay Provisions

9. Pay for supervisory activities and activities which are paid an hourly rate.

Association's Position: Appendix C - Additional Compensation

Paragraph A to read as follows: "Chaperone and/or supervision of school activities shall be paid at the rate of $25.20 in the first year of the contract and $26.46 in the second year with exception of:

Paragraph A. - 1. To read: "Track meets shall be paid at the rate of $17.85 per assignment in the first year of the contract and $18.74 in the second year."

Paragraph A. - 2. - a. & b. & c. to read as follows:

a. Supervising bus trips to Gillett, Suring, Peshtigo, Coleman and Lena shall pay $24.15/trip in the first year of this agreement and $25.36/trip in the second.

b. Supervising bus trips to Wausaukee and Crivitz shall pay $16.80/trip in the first year of this agreement and $17.64/trip in the second.

c. Trips to Iron Mountain, Kingsford, Norway and Florence shall pay $13.65/trip in the first year of this agreement and $14.33/trip in the second year.

Paragraph B. - 1.a. & 1.b. & 2. To read as follows:

1.a. Per Class Period - $14.70 (1st yr.) $15.44 (2nd yr.)
1.b. Per Study Hall - $14.70 (1st yr.) $15.44 (2nd yr.)
2. (first sentence) Special tutoring assignments shall be paid at the rate of $14.70 per clock hour in the first year of this agreement and $15.44 per clock hour in the second year.

Paragraph C. - 1. To read:

$.263 per mile will be paid when the bargaining unit member uses their personal car in the first year of the contract and $.276 per mile in the second year of the contract.

District's Position: Maintain current rates for both the 1992-93 school year and 1993-94 school year.

10. Section IX Employment

Association's Position: Paragraph D. - 2. Sentence 3. To read as follows: "Teachers will be reimbursed for the time spent on curriculum revision work at the rate of $15.75 per hour in the first year of this agreement and $16.54 per hour in the second year."

District's Position: Retain current contract language.

11. Section XI - Working Conditions

Association's Position: Paragraph D. - Sentence 2. to read:

"If by mutual agreement between the individual teacher and the district administrator, the lunch period is waived for other institutional responsibilities, the teacher shall be reimbursed at the rate of $10.50 for each lunch period in the first year of this contract and $11.03 per hour in the second year."

District's Position: Retain current contract language.

5. Change Appendix A by implementing the following salary schedules for 1992-93 and 1993-94:

NIAGARA SCHOOL DISTRICT 1992/93 SALARY SCHEDULE

STEP	BA	BA+6	BA+12	BA+18	BA+24	MA BA+36	MA+6 BA+42	MA+12 BA+48	MA+18 BA+54	MA+24 BA+60	MA+30 BA+66
0	21,337	21,764	22,190	22,639	23,087	23,556	24,025	24,516	25,007	25,498	26,010
1	22,190	22,639	23,087	23,556	24,025	24,495	24,986	25,498	26,010	26,522	27,055
2	23,087	23,535	24,004	24,495	24,986	25,476	25,988	26,501	27,034	27,589	28,122
3	24,004	24,474	24,964	25,476	25,988	26,501	27,034	27,567	28,122	28,677	29,253
4	24,964	25,455	25,967	26,479	27,013	27,567	28,101	28,677	29,253	29,829	30,427
5	25,967	26,479	27,013	27,546	28,101	28,656	29,232	29,829	30,427	31,024	31,643
6	26,991	27,546	28,079	28,656	/29,232	29,808	30,405	31,003	31,643	32,262	32,902
7	28,079	28,634	29,210	29,786	30,384	31,003	31,621	32,262	32,902	33,563	34,225
8	29,210	29,786	30,384	30,981	31,600	32,240	32,880	33,542	34,203	34,907	35,590
9	30,363	30,981	31,600	32,219	32,880	33,520	34,203	34,886	35,590	36,294	37,020
10	31,579	32,219	32,859	33,520	34,182	34,865	35,569	36,273	36,998	37,745	38,492
11	32,838	33,499	34,182	34,865	35,547	36,273	36,998	37,724	38,492	39,260	40,050
12						37,724	38,471	39,239	40,028	40,818	41,650

NIAGARA SCHOOL DISTRICT 1993/94 SALARY SCHEDULE

STEP	BA	BA+6	BA+12	BA+18	BA+24	MA BA+36	MA+6 BA+42	MA+12 BA+48	MA+18 BA+54	MA+24 BA+60	MA+30 BA+66
0	22,270	22,715	23,161	23,628	24,096	24,586	25,076	25,588	26,100	26,613	27,147
1	23,161	23,628	24,096	24,586	25,076	25,566	26,078	26,613	27,147	27,682	28,238
2	24,096	24,564	25,054	25,566	26,078	26,590	27,125	27,659	28,216	28,795	29,352
3	25,054	25,544	26,056	26,590	27,125	27,659	28,216	28,773	29,352	29,931	30,532
4	26,056	26,568	27,103	27,637	28,194	28,773	29,330	29,931	30,532	31,133	31,757
5	27,103	27,637	28,194	28,751	29,330	29,909	30,510	31,133	31,757	32,381	33,026
6	28,172	28,751	29,307	29,909	30,510	31,111	31,735	32,358	33,026	33,672	34,340
7	29,307	29,886	30,488	31,089	31,712	32,358	33,004	33,672	34,340	35,031	35,721
8	30,488	31,089	31,712	32,336	32,982	33,650	34,318	35,008	35,699	36,434	37,146
9	31,690	32,336	32,982	33,628	34,318	34,986	35,699	36,411	37,146	37,881	38,638
10	32,960	33,628	34,296	34,986	35,677	36,389	37,124	37,859	38,616	39,396	40,175
11	34,274	34,964	35,677	36,389	37,102	37,859	38,616	39,373	40,175	40,977	41,801
12						39,373	40,153	40,955	41,779	42,603	43,471

APPENDIX A

NIAGARA PROFESSIONAL BARGAINING UNIT

Salary Schedule 1992-93

Step	B	B+6	B+12	B+18	B+24	M B+36	M+6 B+42	M+12 B+48	M+18 B+54	M+24 B+60	M+30 B+66
0	21,509	21,940	22,369	22,822	23,273	23,746	24,219	24,714	25,208	25,704	26,220
1	22,369	22,822	23,273	23,746	24,219	24,693	25,187	25,704	26,220	26,736	27,274
2	23,273	23,725	24,198	24,693	25,187	25,682	26,199	26,714	27,252	27,811	28,349
3	24,198	24,671	25,165	25,682	26,199	26,714	27,252	27,790	28,349	28,909	29,489
4	25,165	25,661	26,177	26,693	27,231	27,790	28,328	28,909	29,489	30,070	30,673
5	26,177	26,693	27,231	27,768	28,328	28,887	29,467	30,070	30,673	31,274	31,898
6	27,210	27,768	28,306	28,887	29,467	30,049	30,651	31,253	31,898	32,522	33,167
7	28,306	28,866	29,446	30,027	30,630	31,253	31,877	32,522	33,167	33,834	34,501
8	29,446	30,027	30,630	31,231	31,855	32,501	33,145	33,812	34,479	35,189	35,877
9	30,608	31,231	31,855	32,479	33,145	33,791	34,479	35,168	35,877	36,587	37,318
10	31,834	32,479	33,124	33,791	34,458	35,146	35,855	36,566	37,297	38,050	38,803
11	33,102	33,769	34,458	35,146	35,834	36,566	37,297	38,028	38,803	39,577	40,373
12						38,028	38,781	39,556	40,352	41,147	41,986

Salary Schedule 1993-94

Step	B	B+6	B+12	B+18	B+24	M B+36	M+6 B+42	M+12 B+48	M+18 B+54	M+24 B+60	M+30 B+66
0	22,584	23,037	23,487	23,963	24,437	24,933	25,430	25,950	26,468	26,989	27,531
1	23,487	23,963	24,437	24,933	25,430	25,928	26,446	26,989	27,531	28,073	28,638
2	24,437	24,911	25,408	25,928	26,446	26,966	27,509	28,050	28,615	29,202	29,766
3	25,408	25,905	26,423	26,966	27,509	28,050	28,615	29,180	29,766	30,354	30,963
4	26,423	26,944	27,486	28,028	28,593	29,180	29,744	30,354	30,963	31,574	32,207
5	27,486	28,028	28,593	29,156	29,744	30,331	30,940	31,574	32,207	32,838	33,493
6	28,571	29,156	29,721	30,331	30,940	31,551	32,184	32,816	33,493	34,148	34,825
7	29,721	30,309	30,918	31,528	32,162	32,816	33,471	34,148	34,825	35,526	36,226
8	30,918	31,528	32,162	32,793	33,448	34,126	34,802	35,503	36,203	36,948	37,671
9	32,138	32,793	33,448	34,103	34,802	35,481	36,203	36,926	37,671	38,416	39,184
10	33,426	34,103	34,780	35,481	36,181	36,903	37,648	38,394	39,162	39,953	40,743
11	34,757	35,457	36,181	36,903	37,626	38,394	39,162	39,929	40,743	41,556	42,392
12						39,929	40,720	41,534	42,370	43,204	44,085

All amounts are in dollars.

II. Comparables

ASSOCIATION'S POSITION:

The Association urges the arbitrator to view comparability as extending to all teachers in the State rather than narrowly focusing upon a geographic segment of the State. To focus on one size group such as an athletic conference in isolation would ignore the reality of the whole. The Association submits that a reasoned view of first using State-wide salary benchmarks and then CESA #8 salary benchmarks will give the greatest perspective of which of the final offers is the more reasonable. Additionally, there are not a statistically significant number of schools settled in the Marinette-Oconto Athletic Conference. Only two of the eight schools have settled voluntarily, one has settled through arbitration for 1992-1993, and only Peshtigo is settled for the 1993-1994 year as a result of the arbitration award. If the arbitrator would take a compass and draw a radius from Niagara to Gillett, the home of CESA #8, it would include most of the schools in CESA #8.

It is contended by the Association that since the CESA #8 grouping is comprised of all small Wisconsin schools that share a common geographic area and because there are an insufficient number of settlements within the athletic conference, CESA #8 is the best choice for regional comparisons at this time regarding the issue of salaries.

The State of Wisconsin benchmark rates should be used as comparables to the District because it is a well established sampling technique to use a large statistical sampling of 50-100

in number to get results in a scientifically and statistically valid way. If a majority of the schools in the athletic conference had settled at the time the parties adopted their final positions, the athletic conference might have been appropriate with the CESA #8 grouping and the State figures as primary comparables. However, given the fact there were so few settlements in the athletic conference and the conference consists of only eight schools it would be unreasonable to look to the conference as the source of comparables.

Even though some arbitrators have comfortably settled into the use of athletic conferences as the primary comparables, the fact that there are so few settlements would lead to a skewed result. There has been a "trickle down" effect in the State which has brought some of the benefits enjoyed by the larger districts to the smaller districts. If arbitrators were to ignore the higher dollar amounts received by teachers in the larger districts and allow only the same percentage increases in the smaller districts the disparity between the wages received in the larger districts and wages received in the smaller districts would inevitably increase. Smaller districts would fall further behind the larger districts resulting in a concentration of the better teaching candidates in or near larger systems thereby artificially disadvantaging students in the smaller districts.

The Association further contends that the size of a district should not be a critical factor in determining the appropriate comparables. Teaching is essentially the same job wherever in the State it is being performed. If anything, teachers in smaller

schools have more classes to teach and thus more preparation than their counterparts in larger districts, and if anything should receive greater compensation. Size may be important when competing for athletic trophies but not when the competition involves attracting and retaining teachers. The public interest compels competitive salaries and benefits.

DISTRICT'S POSITION:

The statutory criteria require the comparison of the parties' final offers to wages and benefits settlements in comparable school districts. The parties to the instant dispute have not agreed upon the appropriate comparables, nor have they ever had there comparables determined or discussed in an interest arbitration award.

The District proposes that the comparables be drawn from the other schools in the athletic conference which include Coleman, Crivitz, Gillett, Lena, Peshtigo, Suring, Wausaukee and the District. The District opposes the comparables proposed by the Association, CESA #8 and State-wide settlements, as comparables are more than simply geography. The athletic conference represents districts that are similar in geographic proximity, pupil attendance and number of teachers. On the basis of staff and student population alone the Association's comparables should be rejected.

The District has 607 students which places it about 20% below the average of the conference. In comparison to the District's comparables, the Association's comparables would place the District approximately 36% below the average of those

comparables. The District is only about 42% smaller than the largest school in the conference but would be about 80% smaller than the largest school contained in the Association's proposed comparables. The spread between the largest and smallest District and Association comparables is 578 and 2,741 students respectively. The Association's comparables should be rejected on the basis of the student enrollment disparity.

A similar disparity exists when the average size of the staffs is considered. The District is about 12% smaller than the average staff size of its comparables with 40 staff members. In contrast, it is about 22% smaller than the average size staff of the comparables proposed by the Association. Equally significant is the fact that the highest number of staff of the District's comparables is 63.7 while the highest number of staff in the Association's comparables is 161.6.

Although the District believes that three settlements in a seven-member conference, excluding the District, are a sufficient number of settlements to establish a trend for 1992-93. Rather than expand the comparability group for 1992-93 or 1993-94 or both years, it would be more appropriate to weigh the 1992-93 conference settlements and other statutory criteria more heavily. Arbitrator William Petrie in Valders School District, Dec. No. 19804-A, 3/83, and Arbitrator Byron Yaffe in New Holstein School District, Dec. No. 22898-A, 3/18/86, both placed greater emphasis on the other statutory criteria when confronted with a lack of settlements within the appropriate group of comparables.

The District also argues that other districts within the conference have consistently and historically looked to each other as their comparables. Arbitrators have accepted the athletic conference as the appropriate group of comparables in 10 interest arbitration awards involving school districts within the athletic conference. In a number of those cases the arbitrators specifically rejected the Association's attempt to substitute CESA #8 for the athletic conference as the appropriate comparables.

The District requests the arbitrator to select the athletic conference as the appropriate comparability group in these proceedings.

DISCUSSION:

Section 111.70)4)(cm) 7.d. provides:

> "Comparisons 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."

This is the statutory reference to what is commonly referred to as comparables. The statute does not define what specific criteria should be applied in determining what group of employes should be considered "employes performing similar services." The undersigned is of the opinion the legislature did not adopt specific criteria for the establishment of comparables recognizing that the parties are capable of doing so.

The establishment of recognized comparables adds a degree of predictability to the bargaining process as the parties generally know the settlement patterns and arbitrators will take those patterns into consideration in reaching a decision. The

District notes that in 10 interest arbitration cases involving schools within the athletic conference the arbitrators have adopted the athletic conference as the appropriate grouping of comparables. In response, the Association notes that only three of the eight schools within the athletic conference have settlements for the 1992-1993 school year and argues this is too small a sample upon which to base a decision. The Association urges the adoption of State-wide settlements as the comparable grouping, or, in the alternative, at least the CESA #8 schools as the comparable grouping.

The rationale generally offered in support of the selection of the schools in the athletic conference as the appropriate comparables is that the schools are generally grouped by student enrollment, have similar staffing patterns based on the enrollment, and are in geographic proximity. Even more compelling in this case is the fact that interest arbitrators who have issued awards involving schools in the athletic conference have generally utilized the athletic conference as the appropriate comparables.

However, where there are only three settlements among the schools that compose the athletic conference, it is useful to give some consideration to the CESA #8 schools as a secondary comparability grouping to discern if there is a trend or pattern that may be applicable to the athletic conference.

In the opinion of the undersigned, the primary comparables should be the athletic conference schools, despite the fact there are a limited number of settlements, with secondary consideration being given to the CESA #8 schools.

1. Salary Schedule

ASSOCIATION'S POSITION:

The Association considers the salary schedule and other attendant rate increase proposals to be the single most important issue before the arbitrator. Next most important is the District's attempt to reduce numerous benefits, including insurance contributions, without offering a *quid pro quo*.

The Association claims that there has been wage slippage in the benchmarks on the District's salary schedule as compared to the CESA #8 schools from 1982-83 to 1991-92. If the five benchmarks are combined and averaged for the 1982-83 contract, the District ranked 5th among the 26 districts in CESA #8. In 1991-92 the District's ranking dropped to 19th. Although the Association has not requested catch-up, it is obviously due and most certainly no further erosion in salaries is in order.

The evidence further establishes the District is significantly below the settlements on a State-wide basis at the benchmarks:

B. Min.	-$1,046
B. 7	-$ 852
M. Min	-$1,540
M. Max.	-$ 863
Sch. Max.	+$ 209
Average	-$ 818

The Association also argues that the District has relatively more local income ability to support a competitive salary schedule for teachers than virtually all of the other schools in CESA #8. The District has an average total income of $26,353, which is

calculated by dividing the 1991 income of $29,857,636 by the total "count" provided in the Wisconsin Department of Revenue's "Wisconsin School District Summary Statistics for 1991" which provides as the "count" 1,133. If the District's final offer were to be awarded there would be further erosion in the District's position despite its ability to pay.

With 18 of the CESA #8 districts having settled, including Peshtigo, the increases at the benchmarks include the following amounts:

CATEGORY	1991-92 AVERAGE	1992-93 AVERAGE	$ Increase
BA Min	$21,056	$22,096	$1,040
BA 7th	$26,484	$27,798	$1,314
MA Min	$23,546	$24,709	$1,162
MA Max	$36,476	$38,394	$1,918
Sched Max	$38,677	$40,676	$1,999

The following table compares the increases at the benchmarks for both the Association's final offer (AFO) and the District's final offer (DFO) compared to the increases for the CESA #8 districts which have settled for 1992-93.

CATEGORY	AFO 92-93	DFO 92-93	CESA #8 92-93
BA Min	$1,024	$ 852	$1,040
BA 7th	$1,296	$1,077	$1,314
MA Min	$1,131	$ 941	$1,162
MA Max	$1,811	$1,507	$1,918
Sched Max	$1,999	$1,663	$1,999
AVERAGE	$1,452	$1,208	$1,486

It is asserted by the Association that the District's final offer fails to keep pace with the settlements in the CESA #8 area as is reflected in the above table. In contrast to the District's offer, the Association's final offer mirrors the

settlements in the CESA #8 districts. Additionally, the District's offer would have significant impact upon those career teachers who are clustered around the MA Maximum and the Schedule Maximum. Those teachers would receive less of an increase than their counterparts in the other districts, which would be contrary to the established pattern of settlements.

The following table shows the increases for 1993-94 under the Association's final offer, the District's final offer and the six settlements that have been reached in the CESA #8 districts.

CATEGORY	AFO 93-94	DFO 93-94	CESA #8 93-94
BA Min	$1,075	$933	$1,290
BA 7th	$1,361	$1,436	$1,639
MA Min	$1,187	$1,030	$1,359
MA Max	$1,901	$1,649	$1,761
Sched Max	$2,099	$1,821	$2,210
AVERAGE	$1,525	$1,374	$1,652

The Association argues that the above table also establishes the inadequacies of the District's final offer for the 1993-94 contract term. Although the District increases the BA at the 7th Step, there are few teachers in that area of the salary schedule. The Association's final offer more closely mirrors the settlements with CESA #8.

The Association claims that it has presented actual dollar schedule increases to counter any tendency to use sometimes misleading "cast forward" percentages. The costing figures presented by the District are highly subject to error of many calculations, are complex and misleading. The "projected costs" used by the District do not translate into the bottom line as they do not take into account the loss of senior teachers who are

replaced on the salary schedule at a much lower salary. When queried as to the number of calculations required in the District's costing, the District was unable to provide an answer. Additionally, the District was unable to verify the data obtained from other districts and the calculations used by those districts in creating the data.

Unlike the District's calculations, the Association's costing method relies on actual salary schedules with no assumptions or presumptions involved. The Association submits the District's methods of costing should not be used as reliable evidence in a proceedings of this nature. The District's projection of "cost" and "average salaries" and "total compensation" should be ruled the least credible of all evidence in this proceedings. The Association contends that the truth in numbers can be simply obtained by measuring salary schedule to salary schedule, insurance premiums paid to insurance premiums paid, and ignoring all the rest.

Additionally, the 1992-93 salaries will be received a year late. Therefore, the value of the increase will be diminished by the time the teachers receive their increase.

The evidence further establishes that a beginning teacher in the District will receive substantially less money than a college graduate in another field, $10,684 below the professional Bachelor's Degree average as indicated by the Northwestern Lindquist-Endicott Report.

The argument that teachers do not work the entire year is also a myth. According to the 1985 Public School Survey, Office

of Ed. Research & Improvement, U. S. Department of Education, teachers are working an average of 50.4 hours per week or over 2000 hours on an annual basis. Teachers are also conscripted to run extra-curricular events for compensation far below even their straight-time compensation rate let alone overtime.

In concluding its argument regarding salaries, it is emphasized by the Association that the parties are not that far apart. The difference in final offers is only $36,327 over the two years. The difference would be reflected in an increase of no more $3.36 per year on the local tax bill.

DISTRICT'S POSITION:

Many arbitrators have applied the "salary only" and "total package" increases per teacher as one means of deciding which offer is the most reasonable. It is clear that the District's final offer is very competitive when measured against the prevailing settlement pattern. The District's 1992-93 final offer is closer to the settlement trends in three of four benchpoints and equidistant from the settlement of the fourth benchpoint. The Association's offer is $260 above the conference average salary increase of $1,894 per returning teacher, and $557 above the average total package increase of $2,632 per returning teacher. The District's final offer is only $44 dollars below the average salary settlement and is $140 above the average total package settlement.

The following table indicates the comparison of the parties' final offers when compared to the settlements within the athletic

conference for 1992-93 which include Coleman, Peshtigo and Wausaukee.

	Salary Only		Total Package	
	$	%	$	%
Settlement Average	$1,894	5.6	$2,632	5.7
Board's F. O.	$1,850	5.2	$2,772	5.5
Association's F. O.	$2,154	6.0	$3,189	6.3

According to the District the above table proves the District's final offer is the more reasonable as measured against the comparables.

According to the District, there is simply no basis for asserting a "catch-up" argument in this case. The District settlements during the last four years from 1988-89 to 1991-92 have been significantly higher in total compensation than the average of the comparables. The average total package salary was the second highest in the conference in 1988-89, and highest from 1980-90 through 1991-92. In 1988-89, the District's teachers received in salary-only compensation $2,215 more than the conference average. In 1989-90, they exceeded the conference average by $2,097. In 1990-91 they exceeded the conference average by $2,460, and in 1991-92 by $2,751.

While not conceding that CESA #8 districts are the appropriate comparables, the District contends that over the four-year period from 1988-89 through 1991-92, the District's average salary only and average total package exceeded the CESA #8 average by $11,056 and $21,897 respectively on an accumulated basis.

The District rejects the Association's almost exclusive reliance on benchmark comparisons between the comparables while

completely ignoring the preferred method of comparison, total package basis. The use of selected benchmarks is rejected by the District as they only reflect what a teacher earns at a particular cell in the salary schedule. Only 14 of the District's 39.5 teachers are paid at a benchmark. Thus, the Association's analysis is only valid for these 14 teachers, which is not representative of the staff. According to the District, it is absurd to argue benchmark salaries to the total exclusion of average salaries or average total compensation. This is especially true where the evidence establishes that the District's teachers receive greater salaries and fringe benefits than those paid by the comparables.

Although the Association challenges the District's cast-forward costing, the District asserts that this is the method nearly universally accepted by the parties in collective bargaining as the appropriate means for calculating and comparing contract proposals and settlements. Similarly, total package costing is widely accepted among practitioners and it is not as complicated as claimed by the Association.

Additionally, if the Association believed that the costing data provided by the District was in error, the Association had the opportunity to challenge the data at the hearing but did not do so. The cast-forward method of costing is not misleading as asserted by the Association, but rather is the only true means of determining the cost of the final offers of the parties. Certainly the use of benchmarks does not establish the salary increase or total package increases received by teachers.

As to the Association's claim that the starting salaries for beginning teachers in the District are too low as is evidenced by the Endicott Report, the District notes that Arbitrator Frank Zeidler rejected such contention in Plymouth School District, Dec. No. 26487-A 10/26/90 wherein he stated:

> "Comparison is only of teacher's and other professionals starting salary. Full comparison would require that of average earnings and benefits, lifetime earnings, security of employment and general working conditions."

The District asserts that teachers do not work an entire year as do most other employes. Even if the figures used by the Association are accepted, that a teacher works 50.4 hours per week, the District's teachers have a 36-week year which would result in a maximum of 1,814.4 hours per year. It is also inappropriate to count time spent going to school in the summer, as a number of professional employes have requirements for continuing education. The District claims it does not conscript teachers to perform direction of extra-curricular activities but in fact pays teachers excellent extra-curricular salaries when teachers perform such functions.

The District argues that the cost-of-living criterion contained in the statute clearly supports its final offer. The District's final offer for 1992-93, on a total package basis, exceeds the cost of living by 2.4%. The cost of living for the 1993-94 school year is projected to rise 2% as measured by the CPI, and on that basis the District's total package increase would exceed the cost of living by 3.1%.

While the District concedes that there are few settlements for the 1993-94 school year, the District contends that in the

settlement that exists within the conference for that period, Peshtigo, the District's final offer for that year is reasonable. This is especially true considering the projected cost of living.

DISCUSSION:

The salary issue is undoubtedly a significant issue of dispute between the parties, but it is not the only issue in dispute. Not only is the amount of increase in dispute but the manner in which the final offers of the parties should be costed is also in dispute. The Association urges that the costing be determined by comparing the previous salary schedule to the proposed salary schedule. In support of its position the Association contends that such comparison eliminates the projections and/or speculation which is required in the costing method proposed by the District, cast-forward costing.

The District takes the position that the costing should be based on the cast-forward method of moving each teacher forward one year on the salary schedule to reflect not only the cost of increasing the salary schedule but to also reflect the cost of increments granted under the agreement. The District further claims that the total package cost of the proposals reflects the total cost to the District and the total benefits received by the teachers.

Certainly the Association's proposed method of costing the final offers greatly simplifies the calculations needed to arrive at the costs. The Association proposes increasing each cell in the salary schedule by 5% each of the two years which would represent, under its costing method, an increase of 5% per year.

If all teachers were frozen on the salary schedule and not granted increments the Association's proposed method of costing the final offers would be valid. However, there is no agreement between the parties to freeze teachers at their respective steps and therefore those teachers who are not at the maximum of their lanes will receive increments. Those increments represent a cost to the District, and, a salary increase to the teachers. It seems reasonable to include the cost of increments in determining the cost of the respective final offers.

It is argued by the Association that the cast-forward method of costing does not represent the true cost to the District as it does not take into consideration the actual savings to the District when a more senior teacher leaves the District and is replaced with a teacher with less experience who begins at the first step of the salary schedule. This may very well be true, but the cast-forward method of costing reflects the costs associated with retaining the current staff and reflects the increases which will be granted to returning teachers. The cast-forward method of costing has been generally accepted by the parties themselves as well as by arbitrators. The undersigned is of the opinion that such method of costing is to be preferred over the costing method proposed by the Association.

Using the cast-forward method of computing the costs of the two final offers, the District costs its final offer, for salaries only, at $1,850 per teacher for 1992-93, or 5.2%. The District costs the Association's final offer for salaries only at $2,154 per teacher for 1992-93, or 6.0%. The Association provided no

costing for either proposal under the cast-forwarded method of costing and therefore the undersigned accepts the costing of the District in the absence of any other data upon which to compute the costs. For 1993-94 the District costs its final offer for salary only at $2,001, or 5.3%, and the Association's final offer at $2,257 or 5.9%.

The District costs its total package costs for its 1992-93 and 1993-94 final offer at $2,772 or 5.5%, and $2,706 or 5.1%, respectively, and the Association's total package cost of $3,189 or 6.3%, and $3,263 or 6.1%, respectively.

Neither party provided data as to the settlement pattern within the athletic conference or within CESA #8 in terms of percentage increases. The Association provided data which purported to reflect that in comparison to the CESA #8 districts the District lost ground at certain benchmarks from the 1982-83 contract through the 1991-92 contract. The District provided data which purported to reflect that the District's salaries have continued to exceed the average salaries paid within the athletic conference and within CESA #8. Initially, the data appears to be contradictory; however, upon closer examination it may be concluded that the data is not necessarily contradictory.

It is entirely possible that the District has lost ground at the benchmarks selected by the Association, and, that the average salary paid by the District exceeds the average salary paid by the other conference schools and the CESA #8 schools. Such a result could occur if the District has maintained a more stable work force than the other districts resulting in a higher average

salary due to the longevity of the teachers. Such a result could also have been achieved if the parties elected to distribute the available funds to the higher end of the salary schedule rather than through the entire salary schedule. It is also possible that the parties allocated funds to other economic factors such as insurance. Assuming, *arguendo*, that the District has lost ground at the benchmarks selected by the Association, this is the result of the collective bargaining process. Although the Association asserts that "catch-up" may be warranted, it offered little evidence in support of such contention other than the assertion the District has fallen behind at the selected benchmarks.

As previously noted, neither party provided evidence relating to the pattern of settlements either for CESA #8 or the athletic conference. The District did provide data, expressed in dollars, for the three settlements within the athletic conference. The District's final offer for 1992-93 was $44 less than the average settlement expressed in salary only, and was $140 more than the total package settlements of the three settled districts. The District's costing of the Association's final offer for salary only for the same period was $260 more than the average settlement for salaries only, and was $557 more for the total package settlement. For 1993-94, the District's final offer for salaries only was $132 more than the settlements but was $292 less for the total package. In contrast, the Association's final offer for the same period was $388 for salaries only, and $265 for total package costs.

Clearly for the 1992-93 period the District's final offer more clearly reflects the settlements within the conference, both on salaries only and total package, than does the Association's final offer. For 1993-94, the District's final offer in both salaries and total package is slightly closer to the settlement pattern than is the Association's final offer. The one disturbing element of the District's final offer for 1993-94 is the fact it is $292 below the average settlement for total package. However, there is only one other conference school that has a settlement for 1993-94.

Another statutory criterion which the arbitrator must consider is: "The average consumer prices for goods and services, commonly known as the cost-of-living." In this case the cost of living is known for 1992-93 and it is in the vicinity of 3%. The final offers of both parties exceed the cost of living, however, the District's final offer is closer to the cost of living, as measured by the CPI, than is the Association's final offer.

After giving due consideration to the evidence and the statutory criteria, the undersigned is of the opinion the District's final offer is to be preferred over the Association's final offer.

2. Health Insurance

DISTRICT'S POSITION:

The District is proposing to amend Appendix D, A. Health Insurance, to provide that the District will pay 95% of the premium for family or single health insurance rather than the

current language which states, "The Board will pay the full premium for family or single coverage."

It is the District's contention that there is a growing recognition of spiraling insurance costs and a recognition that employes will have to contribute to the increase in insurance premiums. Three of the districts within the athletic conference have reached agreement whereby employes are or will be contributing toward the payment of insurance premiums. This trend is appearing within other school districts and other employers as well, both public and private.

According to the District, it is asking a minimal contribution of 5% of the total premium costs be paid by the employes. This is not an unreasonable request considering the escalating costs of health insurance.

ASSOCIATION'S POSITION:

It is the Association's position that the *status quo* should be maintained. It is emphasized by the Association that the District's premiums for health insurance are below the average of the CESA #8 districts with the average for 1991-92 being $408.48 and the District having paid $399.32.

The Association further contends that the District has not offered a *quid pro quo* for the teachers paying a portion of the health insurance premium. Without a *quid pro quo* the Association should not be compelled to make such a concession through arbitration--a concession which the District would not be able to attain through bargaining.

Additionally, the Association obtained the full payment of the health insurance premium in past negotiations by making some form of concession to the District, most likely in the area of salaries, and should not now have to return a benefit previously negotiated without some benefit in return.

DISCUSSION:

There is a trend for employes to contribute to the cost of health insurance premiums. Frequently employers claim that employe contributions toward health insurance premiums is a form of cost containment, as employes are more willing to consider changes in benefits, deductibles and other forms of cost reduction if the employes are contributing toward the cost of health insurance.

However, where there is total package bargaining, the increased cost of health insurance, even where the employer is paying the entire premium, is part of the total package. Thus, reducing the cost of health insurance, even without an employe contribution, is in the self interest of both the employer and the employes.

Employe contributions toward health insurance premiums represent a significant conceptual change where the employer has been paying the entire premium. Given the nature of the change it could be best addressed by the parties at the bargaining table. However, the issue of employe contribution toward health insurance is an issue in this case and must be considered as part of the entire case.

The Association argues that full payment of the insurance premium was negotiated and at the time it was negotiated there was a *quid pro quo* for the District's agreement, probably in the area of salaries. If the arbitrator were to award in favor of the District's position the Association would effectively be barred from seeking a *quid pro quo* in exchange for employe contributions toward the health insurance premium. The Association may be correct in its assertion, and for that reason the undersigned would have preferred that this issue be resolved by the parties not the arbitrator.

In the opinion of the undersigned, the Association's final offer regarding this issue is preferred over the District's final offer.

3. Credit Reimbursement

DISTRICT'S POSITION:

The District's final offer is to amend Section IX, D. 3. by increasing the per credit tuition reimbursement to $90 from $85 for the 1993-94 contract year and requiring that three of each six credits paid for by the District be in the teacher's current teaching assignment in order to be eligible for credit tuition reimbursement.

The District contends that the present open-ended payment for credits does nothing to assure the District that the credits for which the teacher is being reimbursed will benefit the District. The testimony of a District witness established that teachers have taken educational administration courses, paid for by the

District, to enhance their career opportunities in administration. While the District doesn't begrudge a teacher from aspiring to an administrative position, the District does contend it should not have to fund those aspirations.

Similarly, the testimony established that the District is funding career changes for teachers based upon the desires of the individual teacher, not the needs of the District. The District contends it should not have to fund a career change of a teacher when the career change is in the interest of the teacher, not the interest of the District.

It is emphasized by the District that it is only attempting to require that half of the credits, three of six, be in the teacher's current teaching assignment.

ASSOCIATION'S POSITION:

The Association notes that the District has offered no change in the tuition reimbursement for the 1992-93 year of the contract. Its belated increase of $5 per credit for the 1993-94 contract year represents an increase of only 2.9%. The Association questions how the District can support its salary offer and still offer such a meager increase for tuition reimbursement.

An additional argument is advanced by the Association that the District's final offer regarding tuition reimbursement represent a "take-away." There has been a longstanding past practice of permitting teachers to take courses in administration, in their minor fields, in education, and in other areas offered by colleges in their graduate programs. The District is seeking to

obtain this change through arbitration, a change it could not achieve at the bargaining table, without offering a *quid pro quo*.

DISCUSSION:

It must first be noted that the District is not attempting to require that all credits for which a teacher is reimbursed must be in the teacher's current teaching assignment. The District is only seeking to require that three of each six credits for which reimbursement is made be in the teacher's current teaching assignment. In the opinion of the undersigned, this is a totally reasonable requirement.

If the District is paying tuition reimbursement, it has the right to expect that at least half of the credits for which reimbursement is made will be related to the area in which the teacher is teaching. There is no justification for the District to be funding the career aspirations of a teacher interested in pursuing a career in administration in some other district.

Similarly, the District should not be obligated to fund a decision by a teacher to change his or her career in education when that decision is the teacher's decision. If the District requested a teacher to change careers within the District, that would represent an entirely different situation than is involved in the District's proposal.

The District's proposal to increase the payment from $85 to $90 for the 1993-94 contract year corresponds to when the District would begin implementing the requirement that three of the six credits for which the teacher is reimbursed be in the teacher's current teaching assignment.

The Association advances the argument that the District has offered no *quid quo pro* for its proposed restriction on the reimbursement for credits. There are some changes in an agreement where the logic is so overwhelming in support of the change that no *quid pro quo* is warranted. This is such a situation.

In this issue the District's final offer is preferred over the Association's final offer.

4. Probationary Period

DISTRICT'S POSITION:

The District is proposing to retain the two-year probationary period for 1992-93 and for 1993-94, and thereafter increase the probationary period to three years. It is the District's contention that a two-year probationary period does not afford it sufficient time to evaluate a newly hired teacher. The District must determine under the present system after two years whether to extend "just cause" protection to an employe without having adequate opportunity to evaluate the teacher.

In many instances the newly hired teacher has just graduated from college. There may be adjustments in moving to a new community or to new teaching methods or philosophies. Under the two-year probationary period the District is compelled to make its decision regarding non-renewal around February 15. Thus, the District really has only the first year and the first semester of the second year to evaluate a teacher and make a decision.

According to the District, this limited amount of time may actually have an adverse affect on a probationary teacher. If the

teacher has experienced some initial difficulties adjusting to teaching, administrators and teachers may assist the person in becoming a successful teacher. With a three-year probationary period the District will give those teachers who are at the performance margin the benefit of the doubt.

The District notes that three other districts with the Athletic conference have three-year probationary periods.

ASSOCIATION'S POSITION:

The Association contends the District has failed to introduce any evidence which would support increasing the probationary period from two years to three years. No testimony was introduced at the hearing regarding any problems encountered by the District as a result of a two year probationary period. Additionally, the District's own exhibit establishes that two years, not three years, is the prevailing probationary period among the conference schools.

DISCUSSION:

There are countervailing views regarding the length of probationary period for teachers. One view, that expressed by the District, is that if an employe has a longer probationary period the employer has a longer period of time to both evaluate the employe's performance and to assist the employe in improving his or her performance. Proponents of this view also claim that if the employe is marginal, the employer will non-renew the teacher rather than take a chance that the teacher may be able to improve performance.

The contrary view is that the extension of the probationary period simply leads to procrastination by the employer in evaluating and assisting a probationary teacher. Advocates of this view also argue that it is unreasonable for a teacher's employment to be essentially subject to the whim of the employer for an extended period of time. Additionally, while the teacher is in probationary status the teacher can't make the type of permanent commitment to the community the teacher may wish to make and the community may expect.

In the opinion of the undersigned, a two-year probationary period should provide adequate time in which to evaluate a teacher in most instances. If there are extenuating circumstances in which additional time may be necessary the parties should provide for an extension of the probationary period as an alternative to non-renewal. However, to extend the probationary period to three years in all instances is not an alternative to effective and frequent evaluations during the probationary period.

The Association's final offer is preferred in this issue.

5. Recall from Layoff

DISTRICT'S POSITION:

The District proposes that Article XVI - Lay Off Provisions - be amended to create a limited recall period of two years. The District asserts it is very unusual for an agreement not to have a recall period of limited duration.

Under the language contained in the 1990-92 agreement, a teacher retains accrued seniority and sick leave benefits and may

continue in the insurance benefits at his/her own expense during the period of the layoff. It is unreasonable to require the District to retain seniority and sick leave records for an employe laid off ten years earlier and permit that person to continue in the insurance program.

The District is the only district within the athletic conference that does not have a limited period of layoff recall rights. Three of the districts have recall rights for two years, two districts have recall rights for three years, and two districts have recall rights for four years.

The District contends that its offer stands on its own merits and is fair and necessary. It guarantees layoff recall rights for a limited period of time. Certainly the District's offer is more reasonable than the Association's position of offering no alternative to the present contract language.

ASSOCIATION'S POSITION:

The Association submits the District provided no evidence that the present contract language has presented any problem for the District. The District's justification for its proposal is essentially that the District does not want to retain the records of a laid-off employe, perhaps without means of economic support, and have to send that employe a recall notice in the event a vacancy occurs. It is noted by the Association that the District hasn't even proposed the average period of recall protection within the conference, which is three years, but seeks to limit the recall period to two years. The District has made no attempt to buy out this provision.

DISCUSSION:

In this issue, as in a number of other issues, it appears that the parties did not engage in serious negotiations. It is most unusual not to have a time limit during which an employe can exercise his or her recall rights. While there are any number of ways that the time limits are established, ranging from specific time periods to the seniority of the employe, most agreements do contain some time limit during which an employe can exercise recall rights.

In this case the District has included in its final offer a two-year period during which a laid-off teacher can exercise recall rights. This is not representative of what the majority of the comparable districts provide in their agreements; the average of the districts within the athletic conference is three years. However, when comparing a two-year time limit with an unlimited time period the two-year time period is the more reasonable.

In the opinion of the undersigned the District's proposal is the more reasonable of the final offers before the arbitrator even though it is for a shorter duration than is provided in a majority of the districts within the athletic conference.

6. Contribution to the Wisconsin Retirement System

Both parties agreed that the District will contribute 6.2 of a teacher's annual salary toward the required contribution to the Wisconsin Retirement System.

7. Term of Agreement

ASSOCIATION'S POSITION:

The Association proposes to amend Section XXIII Term of Agreement Paragraph A to read:

> "A. The term of this awarded contract shall be from July 1, 1992 through June 30, 1994. All provisions shall be retroactively effective to the commencement date. All back pay due shall be paid in a lump sum check within 30 days of the date of the arbitrator's award."

The Association contends its proposed change is to correct the awkward language which is currently in the agreement. According to the Association it is merely an editorial change.

The reference to retroactivity is simply intended to state specifically that the new rates are retroactive to the commencement of the agreement. The Association also includes a time frame within which retroactive benefits will be paid. These matters are not addressed in the District's final offer or the prior contract language.

DISTRICT'S POSITION:

The District contends there is no need to change the contract language relating to the term of the agreement. As to the Association's proposal to specify retroactivity, the District claims this has always been the understanding between the parties and has been their past practice. Therefore, there is no need to change the existing contract language.

Additionally, the District claims it is required by State law and administrative rules to pay any back pay due within 30 days of an agreement or an arbitration award unless the parties agree otherwise.

DISCUSSION:

The Association's proposed language to be incorporated into Paragraph A. is more precise than the existing language. However, there is really no need to specify the time frame within which back pay will be paid. Additionally, there appears to be no dispute regarding retroactivity so there is really no need to modify the existing language to provide for it. If the dates are changed in Section XXIII to reflect the new contract terms the existing contract language, combined with State statute and administrative rules, will provide the Association with what it is attempting to accomplish.

The District's final offer regarding this issue is preferred to the Association's final offer.

8. School Calendar

Association's Position

The Association contends that Appendix E needs revision as respects the dates since the appendix references previous negotiations. The Association's proposed language essentially states the parties have reached agreement as to the calendars for the two years and where the calendars can be found. The District's final offer just said, "Amend Appendix E - school year calendar to reflect a two year contract." The Association contends this language flaws the District's offer as it doesn't state how the District would amend the old contract language.

If the District is trying to preserve some future argument that it does not have to be subject to arbitration on some future

calendar, then the District is free to propose that in the next contract. It is not the Association's intent to agree to language that extends beyond the contract or leaves the meaning of the contract cloudy and which might bring on litigation to resolve.

DISTRICT'S POSITION:

The Association has proposed a rather significant change in the way that the parties have negotiated the school calendar, however, the Association could not explain the need for the change. The language in the expired agreement provided the parties would meet in February of the first year of the two-year agreement to negotiate the school calendar for the second year. The language further provided the parties would meet in February of the second year to negotiate the calendar for the first year of the successor agreement.

According to the District, the practice and contract language worked quite well for the parties. The calendar and its development has not been an issue between the parties in the past. Since the parties have tentative agreements covering the school calendars for the 1992-94 agreement, the school calendar language must not have been a problem during negotiations. If nothing else, the current language forced the District and the Association to meet annually in a less adversarial environment rather than only meeting at the bargaining table every two or three years. The District contends the *status quo* should be retained.

DISCUSSION:

The Association's proposed language change really only codifies what the parties have agreed to regarding the calendar

for 1992-93 and 1993-94. The Association's proposal also provides that the calendar will not be negotiated separately from the rest of the agreement as the present language contemplates by its wording. The undersigned can find no reason why the parties can't negotiate the calendar at the same time the parties negotiate the other provisions of the agreement. They have demonstrated that even if they are unable to reach a voluntary settlement, they have been able to negotiate the school calendar for the term of the agreement as did in this case.

The Association's final offer relating to the school calendar is preferred.

9. - 11. Miscellaneous Pay Provisions

ASSOCIATION'S POSITION:

The Association proposes that the pay rates contained in Section IX, Para. D. 2 & D. 3, Section XI, Para. D. and Appendix C Para. A. & A1. & B. & C. be increased by 5% each year of the two-year of the agreement. This is the same increase which the Association is requesting be applied to the salary schedule for each year of the two-year the agreement. In contrast to its final offer the District has offered no increase during the two years.

DISTRICT'S POSITION:

The District characterizes the Association's position regarding the 5% increase in each of the two years as a cavalier approach to negotiations and wage increases. According to the District, the Association did not, and could not, justify the increases it is seeking. Inflation only increased 3.1% in 1992-93

and is projected to increase only 2.0% for 1993-94, far less than is being sought by the Association.

A further argument is advanced by the District that the teachers employed by the District receive salaries and fringe benefits that are among the highest received by teachers in the State. In the absence of any evidence that the District is behind in the areas in which the Association is seeking a 10% increase over two years there is no justification for such an increase.

DISCUSSION:

There is quite simply insufficient evidence in the record to support an increase of the magnitude being sought by the Association. There may be areas in which an increase, even of the magnitude being sought by the Association, may be warranted, however, the record is devoid of any data which would permit an analysis of those areas.

An across-the-board increase of some magnitude may be justified, but in the absence of any evidence that catch-up is warranted an increase of 10% over two years seems somewhat excessive.

While the District notes that inflation is projected to increase by approximately 5.1% during the term of the agreement, the District made no proposal to grant increases in the areas where the Association has proposed increases. There appears to be an inconsistency on the part of the District arguing that the Association is seeking an increase far in excess of the cost of living but failing to offer any increase to offset the anticipated increase in cost of living.

In the opinion of the undersigned, neither party's final offer regarding this issue is defensible and the arbitrator is confronted with selecting the least undesirable final offer. The undersigned reluctantly accepts the District's final offer believing that if the salaries paid for the activities incorporated in the Association's final offer are below the salaries paid by the comparables they can be corrected during the next negotiations.

The District's final offer regarding this issue is preferred.

Conclusion

Based on a review of the issues, the evidence, the arguments advanced by the parties and the statutory criteria, the undersigned issues the following

AWARD

That the District's final offer be incorporated into the 1992-94 agreement as well as the parties' stipulations.

Neil M. Gundermann, Arbitrator

Dated this 29th day
of July, 1993 at
Madison, Wisconsin.