

IN THE MATTER OF MEDIATION-
ARBITRATION

between

School District of Greenwood

and

Greenwood Education Association

))

FINAL OFFER INTEREST arbitration **RECEIVED**

JUL 29 1983

WERC Case X, No. 29934
MED/ARB-1756 WISCONSIN EMPLOYMENT
RELATIONS COMMISSION
Decision No. 28550-A

July 26, 1983

APPEARANCES

For School District of Greenwood

- Karl L. Monson, Consultant, Wisconsin Association of School Boards, Inc.
- John P. Barber, Superintendent
- Sharon Rogers, School Board Member
- Kenneth T. Horn, Clerk, School Board
- Allan J. Dallman, Vice President, School Board
- Sandra L. Maass, Treasurer, School Board
- Verlyn Slaniber, President, School Board

For Greenwood Education Association

- Mary Virginia Quarles, Executive Director, Central Wisconsin UniServ Council-West
- Richard J. Druschke, Negotiating Committee Member
- Greenie L. Jackson, Negotiating Committee Member
- Darlene Bucheger, Negotiating Committee Member
- Dave Duram, Negotiating Committee Member
- Louis R. Landini, Negotiating Committee Member

JURISDICTION OF MEDIATOR-ARBITRATOR

On or about February, 1982, the Parties, School District of Greenwood (hereinafter "School District" or "Board"), and Greenwood Education Association (hereinafter "Association") exchanged their initial proposals on matters to be included in a new collective bargaining agreement to succeed the agreement which expired on June 30, 1982, that thereafter the Parties met on several occasions in efforts to reach an accord on a new collective bargaining agreement; that on June 16, 1982, the Association filed the instant petition requesting that the Commission initiate Mediation-Arbitration pursuant to Sec. 111.70(4)(cm)6 of the Municipal Employment Relations Act; that on September 21, and December 8, 1982, Andrew Roberts, a member of the Commission's staff, conducted an investigation, which reflected that the Parties were deadlocked in their negotiations, and, by February 14, 1983, the Parties submitted to said Investigator their final offers, as well as a stipulation on matters agreed upon, and thereupon the Investigator notified the Parties that the investigation was closed; and that said Investigator has advised the Commission that the Parties remain at impasse.

The Commission having, on February 17, 1983, issued an Order requiring that mediation-arbitration be initiated for the purpose of resolving the impasse arising in collective bargaining between Greenwood Education Association and School District of Greenwood on matters affecting wages, hours and conditions of employment of all regular full-time and regular part-time certificated teaching personnel, including classroom teachers, special teachers, librarians and audio-visual personnel; and on the same date the

Commission having furnished the Parties a panel of mediator-arbitrators for the purpose of selecting a single mediator-arbitrator to resolve said impasse; and the Commission having, on March 14, 1983, been advised that the Parties had selected Richard John Miller, New Hope, Minnesota, as the mediator-arbitrator.

A public hearing and mediation was held on May 2, 1983, at 7:30 p.m. in the School District gymnasium, Greenwood, Wisconsin. It proved to be unsuccessful. The arbitration proceedings convened on May 18, 1983, at 8:00 p.m. in the School District gymnasium, Greenwood, Wisconsin. Following receipt of positions, contentions and evidence, the Parties filed post hearing briefs, which were received on June 24, 1983. The Parties also submitted reply briefs, which were received on July 11, 1983, after which the hearing was considered closed.

POSITIONS OF THE PARTIES

The Salary Schedule Issue:

The Board proposed a salary schedule (Board Exhibit No. 2) reflecting a BA base increase from the \$12,100 BA base of the 1981-82 labor agreement to \$12,640 for the 1982-83 labor agreement. The Board also proposed to increase the increments of the 0 through 5 steps of the BA, BA+6, BA+12, BA+18, BA+24 and Masters lanes from the present (1981-82) \$395, \$400, \$405, \$410, \$415 and \$420 amounts to \$425, \$430, \$435, \$440, \$445 and \$450, respectively. The Board further proposed to increase the increments of the 6 through 15 steps of the same lanes from the 1981-82 \$405, \$410, \$415, \$420, \$425 and \$430 amounts to \$435, \$440, \$445, \$450, \$455 and \$460, respectively.

The Board also proposed that the lane differentials of the 1981-82 labor agreement of \$150 between lanes be increased to \$160. The remainder of the salary structure, namely, number of steps per salary lane as well as the type and number of salary lanes of the 1981-82 labor agreement was to remain the same for the 1982-83 agreement.

The Association proposed a salary schedule (Board Exhibit No. 3) reflecting a BA base increase from \$12,100 to \$12,950; 0 through 5 step increases of the \$395, \$400, \$405, \$410, \$415 and \$420 increments to \$430, \$435, \$440, \$445, \$450 and \$455; and, 6 through 15 increases of the \$405, \$410, \$415, \$420, \$425 and \$430 increments to \$440, \$445, \$450, \$455, \$460 and \$465. The Association also proposed to keep the remainder of the structure of the salary schedule (number of steps per salary lane, type and number of salary lanes) of the 1981-82 agreement the same for the 1982-83 agreement.

Certain Activities of the Extra-Curricular Schedule Issue

The Board proposed the activities found in Article XII, Salary Schedule, paragraph E of the 1981-82 labor agreement remain the same for the 1982-83 labor agreement, except as modified by the Stipulations Between the Parties (Board Exhibit No. 4).

The Association, in addition to the Stipulations on extra-curricular activities, proposed the following:

ADD the following activities and pay to the Extra-Curricular Salary Schedule:

1. Future Business Leaders of America (FBLA) - \$200
2. Future Homemakers of America (FHA) - \$200

INCREASE the extra-curricular pay of the following activities of the 1981-82 labor agreement for 1982-83:

	<u>1981-82</u>	<u>1982-83</u>
Director-Stage-Musical	\$265	\$350
Musical	\$535	\$700
All School Play	\$375	\$575
One Act Play	\$165	\$250
Each Addition Play (by agreement with Principal)	\$ 75	\$100

The Staff Reduction Issue:

The Board proposed to retain Article VIII, Staff Reduction of the 1981-82 labor agreement for the 1982-83 agreement.

The Association proposed the following changes to the 1981-82 Article VIII,

1. Article VIII - Staff Reduction

- A. Substitute: When in the sole, exclusive, and final judgment of the Board, reduction in the number of teacher positions (full layoff) or the number of hours in a position (partial layoff) is necessary because of:
 - 1) decline in enrollment,
 - 2) change of program; or
 - 3) budgeting or financial constraints,
 the Board shall attempt to accomplish same by normal staff turnover. In the event the Board implements the partial layoff of a teacher, the teacher shall continue to receive the same rights and benefits provided to full-time teachers under this Agreement (including all group insurance benefits, but excluding salary and retirement benefits, which shall be pro-rated).
- B.
 - 1) Delete "(K-3), (4-6) and/or (7-12)."
 - 2) Delete
 - 3) Delete "Administrative Evaluations 0-20."
- C. Move to Section B

Article VIII - Recall

Replace lines 28-38 with the following:

- A. If the District has a vacant position or a portion of a position available for which a laid off teacher is certified according to the District's records, the teacher shall be notified of such position and offered employment in that position, commencing as of the date specified in such notice. Under this Section, teachers on layoff will be contacted and recalled for a position in reverse order of their layoff. In the event two (2) or more teachers who are so qualified were laid off on the same date, the Board shall select the teacher who has the most points as determined above. Recall rights under this Section shall extend to teachers on partial layoff (i.e., those teachers whose hours have been reduced).
- B. A full-time teacher on layoff status may refuse recall offers of part-time, substitute or other temporary employment without loss of rights to the next available full-time position for which the

teacher is certified. Full-time employees on layoff status shall not lose rights to a full-time position by virtue of accepting part-time or substitute appointments with the District.

No new or substitute appointments may be made by the District while there are teachers who have been laid off or reduced in hours who are available and certified to fill the vacancies.

Specialists - Delete (specialists to be considered as other teachers).

The Payment for Graduate Work Beyond the Master's Degree to be Added to the Base Master's Schedule at the Appropriate Experience Level Issue:

The Board proposed to retain Article XII, Salary Schedule paragraph I.(2) of the 1981-82 labor agreement where a teacher who does graduate work beyond the Master's Degree shall earn \$25.00 per semester credit, up to a maximum of 30 credits (\$750.00), which will be added to the Base Master's Schedule at the appropriate experience level on the salary schedule for that teacher.

The Association proposed to change the \$25.00 to \$35.00 and the \$750.00 to \$1,050.00.

ANALYSIS OF THE EVIDENCE

The mediator-arbitrator evaluated the final offer of the Parties pursuant to the criteria set forth in Wisconsin Statutes 111.70(4) (cm)7. The eight factors are as follows:

- 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 and with other employees generally in public employment in the same communities and in private employment in the same community and in comparable communities.
- e. The average consumer prices for goods and services, commonly known as the cost-of-living.
- f. The overall compensation presently received by the municipal employees, including direct wage compensation, vacation, holidays and excused time, insurance and pension, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
- g. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- h. 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.

A. The lawful authority of the municipal employer.

This factor is not an important consideration in that neither Party asserted that the participation of the Board in this matter, or its legal authority to commit the economic resources of the School District, as a result of this arbitration, are in dispute.

B. Stipulations of the parties.

The Parties have stipulated the items found in Board Exhibit No. 4 and Association Exhibit No. 5 to be included within the labor agreement for school year 1982-83 achieved as a result of the arbitration award.

1. Article III, Management Rights, ADD new paragraph c.1. to read:

C. 1. Change of Assignment

Teachers shall be notified in writing of any change in course or grade assignment. The teacher shall be given an opportunity to discuss such change with the building principal prior to implementation.

2. Article VII, Leaves of Absence, paragraph D(1), Sabbatical Leave, place period after word "leave" and delete remainder of sentence.

3. Article IX, Insurance, paragraphs A and E, change to read:

A. In addition to the minimum salaries indicated in the salary schedule, the school district will pay 100% of the costs of health and dental insurance for single teachers up to \$65.32 and for married teachers and their dependents up to \$149.85 per monthly premium. The Board shall at all times provide health and dental insurance equal or better in benefits, percentage of benefits paid, and level of usual and customary rates paid as were in effect 1981-82. The coverage shall be from September 1 to August 31.

E. The Board shall provide for each employee who does not participate in the health benefit plan, fringe benefit options that are equal or better in benefits, percentage of benefits paid, and level of usual and customary rates paid as were in effect 1981-82. These options include:

1. Family Dental Plan #701-A
2. Family Vision Care
3. Family Prescription Drug Plan with \$1.00 deductible per prescription.

4. Article XII, Salary Schedule - Extra-Curricular, has been changed to reflect increases that were granted to teachers supervising Newspaper, Swing Choir, the Athletic Director and Boys' and Girls' coaches in Baseball, Basketball, Football, Wrestling, Softball and Volleyball for the 1982-83 school year.
5. Article XII, Salary Schedule - Calendar was changed to reflect the school calendar for 1982-83 school year and retained the same numbers of student days, in-service days, record days, parent conference days and holidays as existed in the 1981-82 school year.
6. Article XVI, Duration was changed to reflect the terms of the agreement to be for the 1982-83 school year.

- 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.

Board Exhibits Nos. 19 through 22 and the supplemental data on unemployment sent to the undersigned and the Association on June 3, 1983, compares the unemployment situation of Clark County (the county in which the Greenwood School District is located) with other counties in the state of Wisconsin. The data reveals that Clark County has incurred an unemployment rate that has been consistently higher than the state average and that rate has been increasing each year. The adverse economic impact on the School District is, therefore, cumulative.

Board Exhibit No. 23 indicates the forecast of economic recovery for the state of Wisconsin. The report indicates the recovery in Wisconsin will not rebound as fast as other parts of the nation because of the state's relatively heavy concentration of jobs in slow-growing industries. This means that Wisconsin's short-term outlook is less favorable on an aggregate basis than the nation as a whole. The implications to the School District are unknown, but this certainly does not bode well for the 1983-84 school year, let alone the 1982-83 school year involved in this dispute.

The Board in its post hearing brief disclosed information about the federal government tax of \$.50 per hundred weight on milk produced by the dairy farmer to taxpayers in the School District and the implications of it on an unnamed Board member and on the five local cheese factories in the School District. This information was not placed in evidence at the arbitration hearing, nor placed before the Parties prior to the closing of the record. The undersigned, therefore, gave no credence to the "milk tax" arguments since the Association was barred from cross-examining on this issue.

All of the above Exhibits and arguments, however, do not prove that the School District is financially unable to fund the Association's proposal.

- 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 and with other employees generally in public employment in the same community and in comparable communities and in private employment in the same community and in comparable communities.

Board Exhibits Nos. 5 through 8 reveal the costs and the breakdown of costs with each of the respective final offers as compared with the costs incurred by the School District for the school year. The Association elected to not present cost figures, which creates the presumption that the Board figures (including its scattergram) must be correct and accordingly, must be construed as being the best evidence in this case.

Board Exhibit No. 5 displays the total package offer of the Board as representing an \$80,939.33 increase over the 1981-82 school year or an increase of \$1,759.55 per teacher while the Association's final offer represents an increase of \$107,982.03 or \$2,347.44 per teacher.

The financial impact of the offers are best shown as follows:

	<u>Association</u>	<u>Board</u>	<u>Difference</u>
Total Package Increase	\$107,982.03	\$80,939.33	\$27,042.70
Per Teacher Increase	2,347.44	1,759.55	587.89
Percentage Increase	10.8%	8.1%	2.7%

The above differences of \$27,042.70 (total package), \$587.89 (per teacher) and 2.7% (percentage increase) are substantial, mandates a careful analysis of the data pertaining to the comparables.

Board Exhibit No. 6 shows the difference between the parties' final offers on salary alone. This difference is \$22,490, which is 83% of the \$27,042.70 total package difference. Clearly, salary is the single most crucial financial issue in this labor dispute.

Board Exhibits Nos. 7 and 8 reveal the differences in the final offers per teacher when each offer is compared on salary alone with that salary paid each teacher in the 1981-82 school year. The data reveals that the range of the Board's final offer is \$965 for a teacher who was hired in 1981-82 and who now has moved to step 1 of the BA lane in the 1982-83 school year to \$1,660 for the teacher who would receive the greatest increase. The difference between the two is \$695. The corresponding range comparison with the Association's final salary offer is \$1,280 on the low side and \$2,185 on the high side or a difference of \$905.

It must be concluded, therefore, that the Board's final offer treats the teachers more nearly the same than does the Association's final offer. However, the paramount question in this section is how these figures compare with other employees performing similar services in other communities.

The Association proposes that the Cloverbelt Athletic Conference schools is the most appropriate comparable group for Greenwood, specifically those schools that are settled for 1982-83, while the Board rejects the comparability group and wants the undersigned to render his award based on other factors under the statute (i.e., cost of living, unemployment, milk tax and pace of economic recovery for the state of Wisconsin). If the mediator-arbitrator rejects the Board's claim then, as an alternative, only five Athletic Conference schools with voluntary settlements this school year should be used for comparison purposes.

The Association's proposed comparability group consists of all schools in the conference who have settled contracts for the 1982-83 school year. Included within that comparability group are five schools that had previously settled the 1982-83 school year as the second year of a two-year settlement (i.e., 1981-82 and 1982-83 school years) and the five settled schools with voluntary settlements this school year. The undersigned faces a dilemma in that the ten settled schools (out of a possible 14) are evenly divided with five schools having been settled this school year and five being the second year of a two-year settlement. Normally the undersigned would only allow those schools with voluntary settlements in the school year in question. However, to use only five schools is insufficient to establish a known pattern or trend of settlement. Similarly, using only the other five schools produces the same skewed results. Having to chose between the best of the two evils, the undersigned finds that using all ten settled schools, for the salary issue, is a better alternative in that although some of those settlements are two-years in length, the majority of them were reached during the 1982-83 bargaining session (Association Exhibit No. 44). For all other issues, the undersigned chose to use all the schools in the Cloverbelt Athletic Conference.

The benchmarks used by the Association are the BA Minimum, BA at 7 years, BA Maximum, MA Minimum, MA at 10 years, MA Maximum, Schedule Maximum, Career Earnings BA (25 year career on the BA lane only) and Career Earnings BA/MA (10 years on the BA lane only, then 15 years on the MA lane only).

For the sake of brevity, the benchmark used by the Association in all cases resulted in a drop in ranking if the School District's proposal is awarded by the undersigned. A caveat, however, is that the figures contained in the Association's data (Association Exhibits Nos. 11, 14, 15, 16 and 17) do not include the extra payment provisions of Greenwood regarding cumulative longevity and payment for graduate work beyond the Master's Degree, which is added to the Base Master's Schedule at the appropriate experience level. These factors further increase the teachers' salaries beyond what is reflected in the contract salary schedule. However, even if these factors are added to the salary schedule, the Association's proposal is more realistic with other comparable schools than the Board's salary offer.

If the undersigned was limited to rendering an award on salary alone, the Association would prevail. This is not the case because three other issues and other factors under the statute must be addressed by the undersigned.

Board Exhibit No. 24 and Association Exhibit No. 3 contains the Staff Reduction language proposed by the Association in its final offer. It represents the following changes from the current agreement:

1. Concept of partial reduction (a reduction in the number of teaching hours of a position) to be covered by the Staff Reduction procedure.

2. Elimination of present K-3, 4-6, 7-12 divisions of where a staff reduction may occur and staff reduction procedure to be applied to the personnel within that division and instead utilize a districtwide (K-12) scheme for applying the procedure.

3. Eliminate the present language provision whereby teachers whose positions are to be eliminated have an opportunity to transfer to vacant positions provided the teacher possesses the appropriate certification and has taught the subject(s) within the last five (5) calendar years.

4. Eliminate the present Administration Evaluations as a factor in determining who will be affected by staff reduction.

5. Eliminate the present Recall language provision whereby teachers affected by staff reduction are to be recalled in inverse order of their being reduced provided they have taught in the grade level or subject area within the last five (5) years.

Instead, the Association proposed a recall system based upon inverse order of their layoff and certification and extended recall rights to cover partial layoffs. Also, the Association proposed full-time teachers on layoff status may refuse work offers of less than full-time status without losing recall rights and may also accept less than full-time employment without jeopardizing their rights to be offered other full-time employment. The Association further proposed no new or substitute appointments may be made by the District while they are teachers on either full or partial layoff status who are available and certified to fill the vacancies.

6. The Association proposed to eliminate the present Specialist category as a possible distinct area where layoffs may occur.

It is axiomatic in interest arbitration that the party proposing to change existing language must demonstrate a "need" for modification. In the instant case, the current language regarding Staff Reduction was voluntarily agreed by the Parties approximately three or four years ago. During this time the provision has never been implemented since the School District has not laid off any teachers. The Association, therefore, has not met its burden of need as the language is untested and the Association has not been subjected to any abuse by the School District or administrative imperfections in its utilization. Further, Association Exhibit No. 40 and Board Exhibit No. 24 (Staff Reduction languages of the

comparable Cloverbelt schools) fail to substantiate the Association's proposed language as none of the comparable schools have all the elements contained in this proposal.

Therefore, for the reasons stated above, the Board's position on Staff Reduction shall prevail.

The third issue before the undersigned deals with extra pay provisions. Analysis of the entire Cloverbelt Athletic Conference schools discloses that:

1. Only Auburndale, Colby, Fall Creek, Neillsville, Owen-Withee and Thorp have an extra-curricular pay category concerning Future Business Leaders of America (FBLA). With only five of the fourteen schools supporting the Association's position, it is obvious the comparables do not support a \$200 payment into the extra-curricular schedule.

2. Only Altoona, Auburndale, Fall Creek, Loyal, Neillsville and Owen-Withee have an extra-curricular pay category concerning Future Homemakers of America (FHA). Again, with only 6 of the 14 comparable schools supporting the Association position, it is obvious the comparables do not support a \$200 payment into the extra-curricular schedule.

3. Only Altoona, Cadott, Cornell, Fall Creek, Loyal and Neillsville have what could be the equivalent of the Greenwood categories of Director, Stage Musical, and Musical. The pay rates for the "Musical" category are as follows:

Altoona	\$667 and \$520 (1982-83)
Cadott	\$440 (1982-83)
Cornell	\$495 and \$275 (1982-83)
Fall Creek	4% of BA base plus experience (i.e., at least \$524) (1982-83)
Loyal	2% of BA base plus \$25, \$50 or \$75 for experience (i.e., at least \$256)(1982-83)
Neillsville	\$264 (1981-82)
Greenwood	
Board	\$535 and \$265
Association	\$700 and \$350

Based on the above, 4 of the 6 schools support the Board's position and, therefore, that position should prevail on this issue.

4. The increases proposed by the Association for All School Play, One Act Play and Each Additional (Play) are also difficult to justify by a survey of the comparables but the following trends seem apparent:

- a. Auburndale - Drama - \$365 and \$183 (1981-82)
- Cadott - Drama - \$315 (1982-83)
- Colby - Drama - \$750 (1981-82)
- Cornell - Drama - \$360 (1982-83)
- Dramatics - \$550 (1982-83)
- Fall Creek - One Act Play - 2% of BA base plus
 experience = (\$262+)(1982-83)
- Full Length Play - 3% of BA Base plus
 experience = (\$393+)(1982-83)
- Gilman - 2 Class Plays - \$440 (1982-83)
- Loyal - One Act Play - 1/2% of BA base plus \$15,
 \$30 or \$45 = (\$64+)(1982-83)
- Contest Plays - 1% of BA base plus \$15, \$30
 or \$45 = (\$128+)(1982-83)
- Neillsville - Senior Class Play - \$368 (1981-82)
- Junior Class Play - \$328 (1981-82)
- Owen-Withee - Three Act Play - \$458 (1982-83)
- Stanley-Boyd - Three Act Play - \$424 (1982-83)
- One Act Play - \$182 (1982-83)

Greenwood	<u>Board</u>	<u>Association</u>
Board-All School Play	\$375	\$575
One Act Play	\$165	\$250
Each Additional (Play)	\$ 75	\$100

The above comparisons tend to lend stronger support to the Board's position than the Association's position.

By comparing the final offers of the Parties regarding extra pay provisions, it is clear that the Board's final offer is supported by the comparable school districts and not that of the Association. The Board's final offer, therefore, shall prevail on this issue.

The final issue deals with payment for graduate work beyond the master's degree to be added to the base master's schedule at the appropriate experience level.

Board Exhibit No. 17 reflects an analysis of the comparable schools and whether they contain provisions similar to this issue, which is presently in the Greenwood labor agreement. The data reveals (after correction was made in the Colby labor agreement) that 13 of the 14 comparable schools do not have a similar provision. The Association's proposal, therefore, is without merit and the Board's final offer on this issue shall prevail.

The above clearly shows that Board's proposal in three of the four issues shall prevail, while the Association's final offer on salary is the best one. The undersigned, however, does not have the right under the statute to select the best final offer on each issue and accordingly must give full credence to only the Board's position under this factor.

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

Board Exhibit No. 18 reflects the cost-of-living index as of April 22, 1983, and also the change in that index for April 22, 1982 to April 22, 1983, (which covers the majority of the school year in dispute). As of April 22, 1983, the cost of living for the Greenwood teachers rose only 3.7%, while the Board is offering an 8.1% increase and the Association seeks a 10.8% increase. Clearly, the Board's offer is more reasonable when considered in light of this factor.

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

Table 1 from page 34 of the Association's post hearing brief sets forth the total compensation among settled schools for Master Degree with ten years on the salary schedule. The average total compensation (salary, plus health, plus dental) for teachers at such wages in Cloverbelt Schools is \$20,759.68.

The Association's final offer requires compensation \$876.48 less than the Conference average. The Board's offer is \$1,431.48 less than the Conference average. Clearly, the Association's offer is more reasonable under this factor.

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

For the purposes of this factor, the undersigned determined that the "pendency" period to be from the date of hearing to June 24, 1983, the final postmark filing date of the Parties' initial briefs.

No significant changes occurred during the pendency of the arbitration proceedings and the final postmark filing date of the Parties' post hearing briefs that were not already previously discussed in factors A through F.

- H. Such other factors not confined to the foregoing, which are normally or traditionally taken into consideration in 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.

The mediator-arbitrator is cognizant of the sluggish economy and poor state finances. Furthermore, all of the other information contained in the Exhibits relating to this factor was carefully analyzed. This factor tends to support the Board's final offer of 8.1% compared to the Association's final offer of 10.8%. However, this factor is less important because the Board has the ability to fund the Association's final offer even in light of these other considerations.

AWARD

Based on the above, the School District's final offer best satisfies the interests of the mediation-arbitration law and also best satisfies the factors required to be considered by the mediator-arbitrator under such law. Therefore, any and all stipulations entered into by the Parties and the School District's final offer shall be incorporated into the 1982-83 agreement effective July 1, 1982.


Richard John Miller

Dated this 26th day of July, 1983
New Hope, Minnesota