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STATE OF WISCONSIN
BEFORE THE ARBITRATOR

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the Matter of Mediation/Arbitration

between

WEST BEND JOINT SCHOOL DISTRICT NO. 1

and

WEST BEND EDUCATION ASSOCIATION

CASE 49
NO. 33484
MED/ARB-2814
Decision No. 22837-A

Hearings Held

December 17, 1985
January 8, 1986
School District Offices
697 S. Fifth Ave.
West Bend, WI 53095

Appearances

For the Association:

Dennis Eisenberg
Executive Director
Cedar Lake United Educators
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Arbitrator

Steven Briggs
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For the Employer:

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BACKGROUND

The undersigned was notified by a September 19, 1985, letter from the Wisconsin Employment Relations Commission of his selection as Mediator/Arbitrator in an interest dispute between West Bend Joint School District No. 1 (hereinafter District) and the West Bend Education Association (hereinafter Association). The dispute concerns a single issue reopener on May 15, 1984, covering the content of the voluntary early retirement program to be included in the parties' 1984-1985 Agreement covering all regular teaching personnel under contract to teach at least fifty percent (50%) of a full teaching schedule (whether actively at work or on leave of absence) including all guidance counselors and librarians, and all special service professional staff but excluding all individuals under administrative contracts or letter of employment, therapists, all other administrative and/or supervisory personnel, all substitute, intern and student teachers, all technicians and aides, all custodial, maintenance, secretarial and clerical employes and all other employes.

Pursuant to statutory responsibilities, mediation was conducted on December 3, 1985. A settlement did not result. The matter was advanced to arbitration on December 17, 1985, with a second arbitration hearing being conducted on January 8, 1986. During these hearings both parties presented evidence and argument in support of their respective final offers, and a verbatim transcript was made. Both parties filed timely posthearing briefs and reply briefs, and the record was declared closed on April 4, 1986. With the District's permission, the Association was allowed to submit a missing page from its posthearing

brief. It was received on June 14, 1986. Based upon a detailed study of the record, and relying upon the criteria set forth in Section 111.70 (4)(cm), Wisconsin Statutes, the Arbitrator has formulated this Award.

THE ISSUE

The only substantive issue before the Arbitrator concerns the content of the voluntary early retirement provisions to be included in the parties' 1985-1986 collective bargaining agreement.

THE FINAL OFFERS

Quoted below in their entirety are the parties' respective final offers on voluntary early retirement:

District Offer

Voluntary Early Retirement

1. Teachers who have taught fifteen (15) years in the West Bend School District shall be eligible to receive early retirement benefits from the STRS as authorized by Wisconsin Statutes 42.245(2)bm. (1979 Stats.)
2. Early retirement benefits shall be available to teachers between the ages of 60 and 64, inclusive, who resign their employment with the District. Age for purpose of this policy is defined as the employee's age as of July 1 in the school year in which retirement becomes effective. The District shall pay the full cost of the STRS differential for up to three (3) years following the effective date of retirement. However, if the age of retirement is later than sixty-two (62), the Board shall pay the cost of the STRS differential to age sixty-five (65) only. The amount of the District payment shall be calculated by the Department of Employee Trust Funds and the District shall make such payment subject to the rules of the Department.
3. All applications for early retirement benefits must be filed with the Superintendent of the District no later than April 15th.
4. This early retirement policy shall apply only to teachers who retire at the conclusion of the 1984-1985 school year and thereafter and shall not be retroactive to any teacher who retired prior to the date that this agreement is adopted by the Board. This policy shall not apply to any discharged, terminated or non-renewed employee.
5. Teachers may, pursuant to this provision, be allowed to retire, provided that the replacement cost and retirement benefits set forth herein do not equal or exceed the cost of retaining the eligible employee as determined by the Board.
6. Group Insurance: Subject to the rules of the carrier, any certified staff member who retires pursuant to this provision may continue eligibility with District group health, dental and life insurance. Premiums will be paid by the Board equal to the premium amounts in effect at the time of the employee's retirement. Said premiums will be provided for a period of three (3) years or until the

employee is eligible for health insurance coverage from another employer. In the event the employee becomes eligible for Medicare or other government funded health care programs, a Medicare "carve-out" plan will be instituted and continue under District payment for the remainder of the three (3) year period.

7. Recall Limitation: Employees electing to retire under this program shall retain no reemployment rights with the District nor any other rights or benefits except those specified within this early retirement provision.

8. Validity: If the applicable state statute is substantially revised or expires as a result of a sunset provision, then this entire article shall be considered null and void for new applicants.

Association Offer

Voluntary Retirement Benefits

The provisions of this article are intended to aid the West Bend School District employes in protecting themselves and their beneficiaries against the financial hardships of old age and to promote economy and effectiveness in the District's delivery of education services by: 1) Providing reasonable financial assistance to permit employes to retire with dignity and to avoid financial hardship in their old age; 2) Encouraging the orderly and humane departure from service of employes no longer fully able to perform their duties effectively; 3) Enhancing employe morale; and 4) Facilitating the attraction and retention of competent employes and maintaining a work force of balanced experience and capabilities.

Retirement Eligibility Standards

1. Eligibility for District voluntary retirement will be based upon the attainment of at least twenty seven (27) years of in-district and out-of-district total teaching experience, including military service credit (as defined by the Wisconsin Retirement System, i.e., employes with at least twenty (20) years of service in Wisconsin's retirement system will receive up to four (4) years of credit for military service) and at least fifteen (15) years of in-District experience.

2. An employe may retire at the conclusion of any school year (as per the expiration date of the Master Contract) and receive payments as set forth herein. An employe desiring to retire shall notify the District Administrator in writing by April 15 of his/her last year with the District. Exceptions to the April 15 notification deadline or the effective retirement date may be made by mutual agreement of the parties.

3. The provisions of this article shall apply only to bargaining unit members who retire at the conclusion of the 1984-85 school year and thereafter and shall not be retroactive. For purposes of implementing this article, 1984-85 employes must have given written notice of their intention to resign from teaching on or before August 14, 1985 to be eligible to begin collecting benefits on September 1, 1985. All eligible employes who resign after August 14, 1985 may begin collecting benefits September 1, 1986 or thereafter provided that the employe complies with the eligibility standards herein (i.e., retirement at the end of the school year, notice by April 15, etc.).

4. This program shall not apply to any employe who is terminated, discharged or non-renewed for cause.

Insurance Coverage

1. The benefits and standards of the insurance program outlined below shall be subject to the insurance carrier's rules and regulations. These benefits and standards shall be identical to those found in Article X, Paragraphs 1, 2 and 7 of the Master Contract except as modified by the terms of this Article.

2. The District will pay the full cost for group health and dental coverage for all retirees and/or the surviving dependent(s) for a period of three (3) years. Thereafter the retiree and/or the surviving dependent(s) may remain in the group coverage by prepaying (monthly) the entire cost of the premium amount then in effect. In the event the employe becomes eligible for Medicare or other government funded health care programs, a Medicare "carveout" plan will be instituted.

3. Life insurance premiums will be paid by the Board for coverage in effect during the retiree's last year of employment until the policy is paid up in full and/or until the employe dies.

Retirement Compensation

1. Compensation shall be paid on a monthly basis and commence as of the September following the employe's last year of service to the District. The retiree's total years of experience as of August 14 following the April 15 timeline will determine the duration of payments for the employe.

2. In the event of death, any remaining scheduled payments will be made to designated beneficiaries.

3. The annual payment amount shall be determined by the training level classification from which the employe retires, i.e.:

Annual Payment Level

<u>Training Level Classification</u>	<u>Payment Amount</u>
BA and BA+15	\$ 4,000
BA+30 and MA	\$ 7,000
MA+15 and MA+30	\$10,000

4. The duration of the annual payment shall be dependent upon the total number of creditable years of service, provided that the duration cannot be a negative number of years:

Duration of Annual Payment

<u>Total Years of Service</u>	<u>Duration in Years</u>
27 Years and Over	(50% of (40-years creditable service) Rounded Down)+1 yr.

5. For employes whose last five years of service full time equivalency (FTE) averaged less than 80% FTE, the employe shall have the early retirement amounts reduced by the proportion of average % of FTE (i.e., if the employe's last

five (5) years of FTE averaged 70% then the employe would receive .70 times the amount for each year).

Retirement Examples

Example 1: A West Bend employe whose full time equivalency averages 100% during the last five years retires at the end of the 1984-85 school year and is in the BA lane. The employe has 22 years of local experience, two years of teaching experience in Illinois, served in the military service for three years and has taught in another Wisconsin school for four years. The employe has thirty one (31) years of service for purposes of this Article. The duration of Annual Payments would be $.50 (40-31) = 4.5$ rounded down to 4.0 Years plus one year = 5 years. The retired employe would receive \$20,000 over the five year payout period.

Example 2: A West Bend employe has 41 years of creditable total experience, and his/her last five years of full time equivalency are as follows: 80%, 100%, 100%, 100%, and 100%. The employe has an average of 96% FTE and is not below the threshold of 80% FTE in the last five years. However, (s)he would not receive any benefits (except fringe benefits) because the duration of annual benefits would be:

$.50 (40-41)$ rounded down +1 = $.50 (-1)$ rounded down +1 =
 $-1 + 1 = 0$

DISCUSSION

The Comparables

Interest arbitration has as one of its objectives the selection of a settlement which approximates the outcome of free collective bargaining. Implicit in this objective is the assumption that the parties to negotiations look to comparable employment relationships for comparison purposes. Thus, whether the issue is wages, hours of work, or a benefit such as early retirement, it is appropriate for an interest arbitrator to consider relevant factual data from comparable employment relationships and to avoid selection of a final offer which deviates unreasonably from them.

District Position. The District believes that the appropriate comparables group consists of the following fifteen school districts:

Beaver Dam
Cedarburg
Fredonia
Germantown
Grafton
Hamilton
Hartford UHS
Kewaskum
Menomonee Falls
Mequon-Thiensville
Oconomowoc
Port Washington
Slinger
Watertown
Waupun

The District argues that the above group of districts has been adopted by two previous interest arbitrators (West Bend School District No. 1, Dec. No. 19443-A, 9/82, and

West Bend School District No. 1, Voluntary Impasse Procedure, 7/83), and that it should be adopted again for purposes of future bargaining stability. Moreover, the District notes, the above districts are comparable in terms of size, location and membership in the same athletic conference (West Bend, Beaver Dam, Hartford UHS, Oconomowoc, Watertown, and Waupun).

Association Position. The Association maintains that the following group of districts is suitable for comparison purposes, and that it supports the Association position:

Waukesha
West Allis
Elmbrook
Wauwatosa
Mukwonago
New Berlin
Hartland (Arrowhead)
Oconomowoc
Hartford
Nicolet
Oak Creek
Menomonee Falls
Muskego
Germantown

The above districts are the largest in the 4-county Milwaukee Standard Metropolitan Statistical Area (Waukesha, Washington, Ozaukee and Milwaukee Counties). The Association believes that Milwaukee County school districts in particular are comparable to West Bend, since people in Washington County generally purchase clothing, cars, etc. more often in Milwaukee than in any other place except West Bend. Like Waukesha, West Bend reflects the radiating influence of Milwaukee County.

Analysis. There are only three districts (Germantown, Hartford & Oconomowoc) common to both proposed comparable groups. Generally speaking, the District's proposed comparables include districts in the same athletic conference as West Bend, plus larger districts in Washington and Ozaukee Counties. In contrast, the Association's proposed group encompasses only two districts (Oconomowoc & Hartford) from the athletic conference in which West Bend participates, and excludes several districts either contiguous to or within a few miles from West Bend (Slinger, Cedarburg, Mequon-Thiensville, Grafton, Port Washington, Fredonia, Kewaskum, & Hamilton).

With respect to size, the Association's proposed comparables pool is more closely aligned to West Bend than is the District's. Again, however, the Association group tends to be geographically distant from West Bend and excludes the majority of those districts in the same athletic conference to which it belongs.

Both parties point to prior arbitration awards in support of their proposed comparable districts. While adherence to the comparables adopted by prior arbitrators enhances the stability of future negotiations, the undersigned will not permit previously adopted comparables groups to be the controlling factor. Besides, in their use of previous awards both parties in the instant case seemed inclined toward selective quotation rather than open disclosure.

In selecting appropriate comparables it is important to recognize market factors. For Wisconsin teachers, the labor market is localized. School districts compete with those

geographically nearby to retain qualified teachers. Thus, it is more reasonable to compare West Bend with districts close to it than it is to make juxtapositions against those to which West Bend teachers would probably be unwilling to commute each and every workday. It is indeed likely that some West Bend residents travel to Milwaukee for certain consumer purchases, but it does not logically follow that West Bend teachers would migrate there in search of a different early retirement package.

On balance, and based upon the foregoing discussion, the Arbitrator concludes that the comparables pool suggested by the District is the more appropriate.

Eligibility for Early Retirement

There are three elements of eligibility at issue: age, in-District teaching experience, and total teaching experience.

District Position. The District's final offer limits early retirement to those teachers between the ages of 60 and 64 who have accumulated at least 15 years' service in the District. There is no requirement that a teacher have some minimum of total teaching experience.

The District feels its offer with respect to service eligibility is closely akin to the provisions of early retirement programs in the comparables pool, and argues that the Association's call for 27 years' total service is needlessly stringent. With respect to the age window (i.e., age 60-64 to qualify), the District maintains its offer parallels similar provisions in the comparables pool. It also notes that the Association's offer permits an employee to retire as early as age 49 (i.e., someone who began teaching at age 22 and accumulated 27 years' teaching experience, 15 of which were in the District).

Association Position. The Association argues that the District's proposed age window exceeds its statutory authority, noting the absence of statutory authority permitting a school district to establish the "normal" retirement age for Wisconsin Retirement System Participants. Thus, the Association opines, the Arbitrator must give this aspect of the District's offer overriding weight in selecting a final offer.

The Association also feels that the District's proposed age window for early retirement eligibility essentially coerces employees to retire involuntarily between the ages of 60 and 64 due to its limited term provision for health-related insurance. That is, it provides for District payment of group insurance premiums for three years, but to receive such benefits employees must retire during the age-based eligibility window. This circumstance, argues the Association, effectively forces employees to retire before reaching the age at which they might otherwise have retired voluntarily.

Moreover, the Association notes that the District's offer does not grant the same benefits to older workers within the group protected by age discrimination statutes (i.e., 40-70) as it does to younger ones (i.e., 60-64). Since employees who did not retire under the District's early retirement plan would not receive three years' paid medical insurance and continued eligibility for the group plan, they would be discriminated against due to their age.

The Association characterizes its own offer as age-neutral, since it contains no eligibility window based upon age and no age-discriminatory provisions. Thus, it presents no risk of violating either federal or state age discrimination provisions, as does the District's offer.

The Association also argues that the District's final offer is arbitrary since it employs July 1 as the date on which an employee's age is considered for early retirement purposes. Why, for example, shouldn't the operative date be June 30, or some other date?

Analysis. Table 1 has been constructed to reflect the similarities and differences between the parties' respective offers and the eligibility requirements of early retirement provisions among comparable districts.

TABLE 1

ELIGIBILITY REQUIREMENTS - COMPARABLE DISTRICTS

<u>District (K Yr)</u>	<u>Age Eligibility</u>		<u>Service Eligibility</u>	
	Min.	Max.	In-Dist.	Total
Beaver Dam (83-85)	62	65	20	n/a
Cedarburg (85-86)	55	n/a	20	n/a
Fredonia (no early retirement plan)				
Germantown (85-86)	55	70	15	n/a
Grafton (85-87)	54	65	15	n/a
Hamilton (84-87)	59	n/a	20	n/a
Hartford UHS (85-86)	same as STRS (62 with 30 yrs WRS service)			
Kewaskum (no early retirement plan)				
Men. Falls (83-85)	57	64	15	n/a
Mequon-Thiens. (85-87)	57	65	20	n/a
Oconomowoc (85-86)	55	64	15	n/a
Port Wash. (85-86)	55	n/a	22	n/a
Slinger (85-86)	60 62	62 65	15 15	n/a n/a
Watertown (84-85)	55	n/a	10	n/a
Waupun (no early retirement plan)				
West Bend				
Board Offer	60	64	15	n/a
Assn. Offer	*	n/a	15	27

* Under the Association's offer a teacher could retire as early as age 49, though that age is not specified.
Source: Applicable pages of district collective bargaining agreements (Dist. Exhibit 12).

Several conclusions can be reached with respect to Table 1. First, the early retirement provision of nearly every collective bargaining agreement in the comparables pool contains a specific minimum age for eligibility purposes. And the District's specified minimum of 60 fits reasonably within the range. In contrast, the Association offer would permit an employee to retire as early as age 49. Given the minimum eligibility age requirements across comparable districts, retirement at age 49 appears unreasonable.

The Association relies most heavily on its argument that the District's offer presents risk of being declared illegal. The Arbitrator has considered that argument carefully, and read each and every of the numerous citations the Association presented in its support. If, indeed, the Association is correct in its assessment, and the record is not persuasive on that point, then nearly all of the early retirement provisions in the athletic conference are at risk of being declared illegal, as are a multitude of teacher early retirement provisions in collective bargaining agreements across the State.

Moreover, an interest arbitrator under Sec. 111.70 Wis. Stats. is not a legal soothsayer. It is not his or her function to predict how the courts might resolve the legality of a collective bargaining agreement provision. Rather, it is his/her function to determine if adoption of a particular final offer would cause an employer to exceed its lawful authority. The phrase "potential lawful authority" does not appear as a criterion in the Statute. And the undersigned notes that the Association did not argue that District's final offer is illegal. Moreover, the Association did not cite a single case where an early retirement provision identical to that proposed by the District has been declared in violation of either federal or state law.

Besides, the Arbitrator is cognizant of a provision elsewhere in the parties' collective bargaining agreement that would cause them to negotiate a replacement for any portion of it which might in the future be declared unlawful:

If any provision of this Agreement, or any portion thereof, is held to be invalid or unlawful by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any such provision or portion thereof, should be restrained by any such tribunal, the remainder of the Agreement shall not be effected thereby, and shall continue in full force and effect, and, upon the request of either the District or the Association, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision or portion thereof.

Germantown, Hamilton, Menomonee Falls, Mequon-Thiensville, Oconomowoc, and Watertown) specify a day or date for age determination purposes. Whether the date is July 1 (District offer), September 1 (Beaver Dam), August 31 (Cedarburg), or August 20 (Menomonee Falls), it seems reasonable that some date or day must be set in advance so that employees would know whether they qualify for early retirement on the basis of age.

Both parties' offers require 15 years' in-District teaching experience to qualify for early retirement, so there is no need to dwell upon that aspect of their positions.

With respect to total teaching service (combination of in-District and other), the District's offer has no requirement and the Association's requires 27 years to be eligible for early retirement. On this dimension alone, the Association's offer would make the West Bend early retirement program one of the most restrictive in the athletic conference.

Retirement Benefit Payments

District Position. The District's final offer includes a compensation plan based upon "the STRS as authorized by Wisconsin Statutes 42.245(2)(bm)." Under its offer, the District would pay the full cost of the STRS differential for up to three years following the effective date of retirement. If a teacher retires after age 62, however, District differential payments would cease when the retiree reaches age 65.

The District feels its compensation plan fits well within those in comparable districts, and notes that seven of the twelve comparable districts with early retirement plans base retiree compensation on the State Retirement System. The remaining five comparable districts offer payout plans significantly different from the one proposed by the Association.

Association Position. The Association's final offer contains a compensation formula constructed by a certified actuary. The Association readily admits it is unique, but adds that it is probably the only retirement incentive plan in the record which is based upon actuarially valid assumptions and provides significant benefit for bargaining unit members. Implicit in the Association's plan is the notion that since an employee who retires early gives up economic security, offsetting compensation is in order.

Still, the Association argues, its early retirement plan would save the District money. It is estimated that the incentives provided would encourage between 5 and 20 percent of the eligible teachers to retire early. As these experienced teachers are replaced with entry-level teachers beginning in the first lane and step of the salary schedule, the District would lower its salary costs. Thus, the Association maintains, both retiring teachers and the District benefit from its early retirement plan.

Analysis. The Arbitrator is persuaded from Association Exhibits (especially Section G) that the District would indeed reduce its salary costs if the Association final offer were to be adopted. However, it may not be in the public interest to induce experienced teachers to leave West Bend and be replaced with novice teachers. There is considerable evidence in the record

supporting the conclusion that West Bend invests heavily in teacher training. Presumably, its experienced teachers are among the most capable and well-trained in the professional teaching community. Under these conditions it does not seem conducive to the public interest to provide greater early retirement incentives for West Bend teachers than those provided for teachers in comparable districts.

The undersigned has reviewed the early retirement compensation plans in each of the comparable districts and has concluded that the District's final offer is competitive with them. Of the twelve comparable districts offering such plans, nine attach the compensation in at least some way to the State Retirement System. The remaining three offer the following benefits:

Grafton - an amount equal to 5 days of pay for each year of District service, not to exceed 110 days' pay, payable in five equal installments annually

Mequon - \$4,000 per year for each year of early retirement up to age 62.

Menomonee Falls - an annual payment for five years of between \$2,500 and \$3,300, depending upon teacher salary for the three years prior to early retirement.

Under the Association's early retirement compensation plan, several employees (i.e., those with Masters' degrees and 15 additional college credits) could retire early in West Bend and receive \$10,000 per year. Under the Association's duration formula, three of them (Degroot, Neja and O'Connor) could receive such an annual payment for seven years. And there are numerous other examples of teachers who could receive total payments under the Association's plan which would differ radically from those enjoyed by similarly situated teachers in comparable districts. It is true that some teachers would receive less compensation under the Association's formula than their counterparts might in comparable districts, but on balance the formula provides compensation levels which reflect a significant departure from the norm across the comparables.

The Association correctly characterized West Bend as the largest school district in the athletic conference, and the epicenter of the surrounding area. However, such conditions do not necessarily justify adoption of a final offer simply because it might set a trend or reflect a step beyond prevailing employment conditions in surrounding communities. Departures from settlement patterns may well be made by the largest employer in a comparability group, but in the opinion of the undersigned such movement should be voluntary. In free collective bargaining a large, enlightened employer often introduces elements of new settlement patterns which smaller employers tend to follow. But it would not be appropriate for an interest arbitrator to rely on such generalized past behavior to propel that large employer ahead of the pack. Indeed, such reasoning would create unbridled orbits of coercive comparison among employers and unions alike, to the detriment of stable collective bargaining relationships.

Health, Dental and Life Insurance

District Position. The District's final offer provides that for the first three years of early retirement it will pay health, dental and life insurance premiums at the rate in effect at retirement, and the District argues that its position on this issue is most reasonable viv-a-vis the comparable districts.

The District also notes that among comparable districts paid dental and life insurance are not generally provided to early retirees.

Association Position. The Association's final offer includes District payment of life insurance premiums until each employee's benefit is fully paid. It also includes three years' of District-paid health and dental insurance, but permits retired employees to continue their group coverage on a self-paid basis once the three years have expired. In addition, the Association does not limit District premium payments to the level in effect upon an employee's retirement.

The Association maintains that the District's offer causes retiree benefits to evaporate if retirement takes place after age 64, the outer edge of the eligibility window. Moreover, the Association notes that its offer would provide fully-paid insurance benefits to approximately 11% of the bargaining unit while the District's offer would provide limited payment of insurance premiums for only 4% of the bargaining unit.

Analysis. Comparison of both parties' offers on this dimension with insurance benefits provided to early retirees in other districts across the athletic conference reveals once again that the District's position is the more reasonable. First, only three of the twelve conference districts with early retirement plans (Beaver Dam, Cedarburg & Oconomowoc) provide for full employer payment of insurance premiums. And only four of them (Menomonee Falls, Mequon-Thiensville, Oconomowoc & Port Washington) permit retirees to continue in the group insurance plans on a self-paid basis once employer contributions have been exhausted. A third factor in support of the overall reasonableness of the District's offer relates to dental coverage. Of the 12 comparable districts with early retirement plans, only two (Mequon-Thiensville & Oconomowoc) provide any paid dental benefits whatsoever.

Related Sub-Issues

Both parties discussed additional sub-issues in their case presentations, including notification requirements, implementation and expiration language, and predictability of benefits. Collectively, however, the parties' arguments on those sub-issues and the weight attached to them by the undersigned account for a very small portion of this analysis. In contrast, the aspects of the parties' offers discussed in the preceding pages have contributed overwhelming influence to its outcome. Accordingly, and since extended discussion of analysis on the sub-issues would not affect the Award below, one is not included.

The Statutory Criteria

In reaching the following Award the undersigned relied upon the criteria included in Sec. 111.70 (4)(cm), Wisconsin Statutes. Interest arbitration under that Section is not an exact science, however. The appropriate weight to be attached to each of the statutory criteria cannot be measured mathematically. Suffice it to say here that the District's offer appears to be the more appropriate based upon an overall evaluation of the parties' respective offers against all criteria listed in the Section.

AWARD

The District's final offer shall be incorporated into the parties' 1984-1985 Agreement, pursuant to the May 15, 1984, early retirement reopener.

Signed by me at Shorewood, Wisconsin, this 20th day of June, 1986.



Steven Briggs