JUL 20 1987

```
WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

IN THE MATTER OF MEDIATION-ARBITRATION

between

between

layward Community School District

Case 38 No. 37491

MED/ARB - 4030

-and-

Decision No. 24180-A

Northwest United Educators - Hayward

Education Association

July 16, 1987

July 16, 1987
```

APPEARANCES

For Hayward Community School District

Edward J. Coe. Attorney, Coe. Dalrymple, Heathman & Coe. Rice Lake, Wisconsin

Jack R. White, Superintendent

Michael Downey, Business Manager

Jerry Phillips, School Board Member

Hal Helwig, School Board Member

Andrea M. Wittwer, School Board Member

For Northwest United Educators - Hayward Education Association

Tim A. Schultz, Executive Director, Northwest United Educators Kony Delaney, Executive Director, Northwest United Educators Pat H. Bateson, Negotiations Chairperson, Hayward Education Association
Diane Hedin, Negotiator, Hayward Education Association
Andy Eaton, Negotiator, Hayward Education Association
Sara Curtis, Negotiator, Hayward Education Association
Tom Kurier, Negotiator, Hayward Education Association
Jim Ahrens, Negotiator, Hayward Education Association

JURISDICTION OF MEDIATOR-ARBITRATOR

Marna Ralberg, Teacher

On January 14, 1986, the Parties, the Hayward Community School District (hereinafter referred to as the "School District" or "School Board") and the Northwest United Educators - Hayward Education Association (hereinafter referred to as the "Association") exchanged initial proposals on matters to be included in a new collective bargaining agreement to succeed the agreement which expired on August 23, 1986; that thereafter the Parties met on three occasions in efforts to reach an accord on a new collective bargaining agreement; that on August 28, 1986, the Association filed an instart petition requesting that the Commission initiate Mediation-Arbitration pursuant to Sec. 111.70(4)(cm)6 of the Municipal Employment Act; that on October 29, 1986, Robert M. McCormick, a member of the Wisconsin Employment Relations Commission's staff, conducted an investigation which reflected that the Parties were deadlocked in their negotiations, and, by December 10, 1986, the Parties submitted to said Investigator their final offers, as well as a stipulation on matters agreed upon, and thereafter, on December 29, 1986, the Investigator notified the Parties that the investigation was closed; and that the said Investigator has advised the Commission that the Parties remain at impasse.

The Commission having, on January 8, 1987, issued an Order requiring that mediation-arbitration be initiated for the purpose of resolving the impasse arising in collective bargaining between the Parties on matters affecting wages, hours and conditions of employment of all certified teaching personnel excluding certified personnel who devote more than 50 percent of their time to administration, supervision and non-teaching principal duties, substitute teachers, Middle School Principal, Elementary and High Echool Principals, Federal Program Supervisor, Instructional Supervisor, Superintendent, Assistant Superintendent, interes, student teachers and all other employees; 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 February 27, 1987, been advised that the Parties had selected Richard John Miller, New Hope, Minnesota as the mediator-arbitrator.

A mediation session was held on March 26, 1987, at 3:30 p.m. at the Middle School Library, Hayward, Visconsin. Mediation proved to be unsuccessful. Thereafter, the arbitration proceeding convened on April 15, 1987, at the Middle School Library. Following receipt of evidence and argument, the Parties filed post hearing briefs which were received on June, 8, 1987. The Parties elected to file reply briefs. The Association's reply brief was received by the arbitrator on June 24, 1987. The School District's reply brief was received by the arbitrator on June 29, 1987.

POSITIONS OF THE PARTIES

This arbitration has three issues remaining for the settlement of a 1986-87 collective bargaining agreement between the Parties. The issues involve the salary schedule, extra-duty pay and language on schedule overload.

The final offer of the Association is to increase all wages rates by 6.25% including those on the Extra-Duty Pay Schedule. In addition, the Association's final offer includes 'dding a paragraph to Article III, Section B(2) dealing with schedule overload.

The School District proposes the following changes in the 1986-87 Collective Bargaining Agreement:

- I. Each cell of the salary schedule shall be increased by 5.5%.
- 2. There shall be no changes in the salaries or hourly rates set forth in the Extra-Duty Pay Schedule.
- 3. The School District opposes the Association's final offer with respect to the addition of the schedule overload language in Article III. Section B(2).

ANALYSIS OF THE EVIDENCE

The mediator-arbitrator evaluated the final offers of the Parties in light of the criteria set forth in Wis. Stats. 111.70(4)(cm)7, which includes:

- 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 community and in comparable communities and in the private employment in the same community and in comparable community and in comparable 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 pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
- G. Changes in any of the foregoing circumstances during $t \vdash x$ 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 issue in the instant proceedings. The lawful authority of the School District permits the retention of rights and responsibilities to operate the school system so as to carry out the statutory mandate and goals assigned to it contisted with the provisions of the collective bargaining agreement.

B. Stipulations of the parties.

The Parties have reached agreement on several issues which are shown as agreed upon and stipulated to for 1986-87. (D-A1; A-5). In the stipulations, the School District agreed to increase its payment for both health and dental insurance. The increased cost of dental insurance resulting from the stipulation is \$5,848.92 and the increased cost of health insurance resulting from the stipulation is \$24,723.06 making a total increased cost for health and dental insurance of \$30,571.98. The dollar increase in dental and health insurance premiums of \$30,571.98 to the total package cost, represents an increase in the total package cost of .919 percent or nearly one full percentage point. This increase in insurance cost is significant and was considered by the arbitrator as a part of the total package cost of the final offers.

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.

The School District concedes in its reply brief that there is an error in School District Exhibits A-6 and A-7. The error is in the computation of the base year cost of STRS both the School District and employee share and in long term disability. Revised School District Exhibits A-6 and A-7 show the total compensation increases of the Parties' final offers without the cost impact of the overload provision proposed by the Association. Revised School District Exhibits A-6 and A-7 indicate that the total package cost of the School District's final offer is 7.73% compared to 8.57% under the Association's final offer.

The Association did not introduce its own costing figures. The Association, however, in examining both exhibits found the errors in the School District's calculation of the STRS teacher impact. When this error is corrected, the Association's total package costing method of both final offers are lower than those figures presented in original School District Exhibits A-6 and A-7. The Association's total package cost (without consideration of the overload provision) becomes 8.4% and the School District's becomes 7.55%. It should be noted that the Association's recaluation figures are in error since they are based upon the erroneous figures contained in original School District Exhibits A-6 and A-7. For purposes of comparison, the arbitrator has relied upon the School District's revised calculation method.

The assignment load for Hayward High School teachers has traditionally been five periods one semester and six periods the other for an average of 5.5 periods of assignment per year. (A-51,52). At Hayward Junior High (Middle School), which has an eight-period day as compared to the seven-period day at the high school, teachers have normally been assigned to an average yearly load of 6.5 classes. (A-53,54).

Article III, Section B(2) of the Collective Bargaining Agreement, as modified by the Parties in their stipulations in this proceeding, provides as follows:

Middle School and High School: An effort will be made to achieve a teacher schedule of five contact hours per day to a total of 25 contact hours per week. At least one contact-length period a day will be set aside for individual teacher preparation. One contact period shall be 50 minutes.

The Association's final offer seeks to add the following paragraph to Article III, Section B(2) of the Collective Bargaining Agreement:

A teacher may be assigned a schedule overload (using the above definition) of one contract hour without overload pay for not more than I consecutive semester. Should a teacher be assigned a schedule overload of more than one contract hour in one semester, or be assigned a schedule overload for more than one consecutive semester, that teacher shall receive an overload allowance of \$1250 for each contact hour over and above the limits specified in this paragraph. Contract hours shall be defined as class periods.

A fair reading of the Association's overload proposal, in conjunction with the stipulated change in Article III. Section

B(2) of the Collective Bargaining Agreement, means that any teacher averaging over the course of the school year, more than 5 1/2 contact hours per day, is entitled to the overload payment. That provision, by its terms, applies both to the middle school which operates on an eight-period and the high school which operates on a seven-period day. Thus, under the Association's overload provision, any teacher averaging, over the course of the school year, more than 27.5 contact periods per week at either the middle school or high school level, is entitled to overload pay.

Association Exhibit 51 shows two teachers at the high school exceeding the overload limit but omits listing Diane Hedin who also would meet the overload definition. Association Exhibit 50 shows that the cost of its overload provision in 1986-87 will be only \$2,500 for the two teachers at the high school. Contrary to the Association's contention, its own Exhibit 53 shows that there are 17 teachers at the middle school which would meet the overload requirements but omits teachers Johnson and Kurschner who would also qualify. School District Exhibit D3 shows that there are 19 teachers at the middle school level who average over 27.5 contact hours per week and three teachers in the high school that average over 27.5 contact hours per week. Consequently, there are 22 teachers in the School District that would qualify for overload pay under the Association's final offer. School District Exhibit D2 establishes that the total additional cost of those teachers who would qualify under the overload proposal is \$58,166 and amounts to an additional 1.7% of the total cost of teacher salaries and fringe benefits. Adding to the Association's proposal the cost of the overload pay of 1.7%, brings the total package increase produced by the Association's final offer to 10.27%.

The School District stated when questioned at the arbitration hearing that it was not arguing an inability to pay. Yet, Sawyer County, where the Hayward School District is located, and where property taxes are collected to operate the School District, is an area experiencing severe economic distress.

Although recent data regarding median family income is unavailable, the 1980 School District census data shows that of the schools in the Heart O'North Athletic Conference (i.e. Barron, Bloomer, Chetek, Cumberland, Hayward, Ladysmith, Maple, Rice Lake and Spooner) and the other schools of Ashland, Park Falls and Phillips, Hayward ranks eighth of the 12 schools, \$2,596 below the leader and only \$882 above the lowest. (p-C?3). Recent unemployment statistics establish that unemployment in Sawyer County for 1986 was 12.7% compared to the State of Wisconsin average unemployment rate of 7%. (D-C28). Only two other counties in the State of Wisconsin had a higher unemployment rate in 1986 than did Sawyer County. For the first two months of calendar year 1987, the unemployment situation worsened in Sawyer County, as the State average unemployment was at 8% while Sawyer County was at 17.7%. (D-C29). Only Menomonie County at 35.1% exceeded Sawyer County.

Declining property values in Wisconsin is a further concern to the Hayward Community School District. There was an 18.1% drop in value between 1985 and 1986 in the value of agricultural land and buildings, swamp land and forest land. (D-C33). This data is particularly relevant as Sawyer County consists largely of forest and swamp lands, with some agriculture and a sparse population. As the value of the taxable land decreases, the property tax hurgen on that land increases in proportion to the value of the property. For example, although the equalized property value in the School District increased by \$1,666,584 in 1986, it did not anywhere near approximate the decline in equalized valuation of the preceding

year of approximately \$7,000,000. (D-C35). The dissatisfaction over higher tax statements have been expressed to the School District by the taxpayers on many occasions. (D-C36,C37,C38).

School costs in the Hayward School District are relatively high as compared to the other 12 school districts. During the 1983-84 school year, the last year that actual data was available, the per student cost in the School District was \$3,690.02, the highest of all 12 schools. (D-C2). Coupled with high per student cost, in the 1984-85 school year, the aid received by the School District was the lowest of the 12 schools. (D-C2). The natural result of the combination of high per student cost and low aids is a high property tax levy rate. In the 1984-85 school year, the tax levy rate for the School District was \$11.04 per thousand dollars of equalized valuation, the next to the highest rate in the 12 comparable schools. (D-C2).

In summary, declining land values which has increased the property tax burden to the dismay of the School District taxpayers, coupled with the School District being located in Sawyer which has the highest unemployment rate of the comparable schools and the School District having the highest per student cost, the lowest State and Federal aid and the next to the highest tax levy rate proves that the interests and welfare of the taxpayers in Hayward would not be best served by awarding the Association's final offer of 10.27%.

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 the private employment in the same community and in comparable community and in comparable communities.

Section 111.70(4)(c)7d of the Wisconsin Statutes requires the arbitrator to make a comparison between the Parties' final offers to the wages and other benefits received by employees who perform similar services in comparable communities. Both Parties have agreed that the schools in the Heart O'North Athletic Conference should be used as comparables. (A-11.24; D-B2). In addition, the School District seeks the inclusion of the nearby school districts of Ashland, Park Falls and Phillips as comparables and the Association so agrees with that selection.

The Association also proposes the inclusion of schools within the same proximity as the farthest athletic conference school district and which have settled contracts for 1986-37, and all schools that have settled 1986-87 contracts in the State of Wisconsin. (A-27,34).

It is immaterial to decide whether the two additional comparability groups advanced by the Association have some merit in this case. A thorough examination of the settlements in the schools advanced by either Party reveals that all three comparability groups support the final sale by offer of the Association. However, even if the arbitrator restricts himself only to the comparability group agreed to by the Parties, the School District cannot support its final salary offer when commonly used salary measurements are applied.

Benchmark analysis at BA Base, BA+7, B' Maximum, MA Base, MA+10, MA Maximum and Schedule Maximum is a method that is

frequently utilized by arbitrators in making salary comparisons. On the face of the two salary final offers, it is evident that the Association's final offer of 6.25% per cell is .75% higher than that proposed by the School District at 5.50% per cell. The Association has submitted two sets of exhibits comparing benchmark dollar and percentage increases in the six 1986-87 Heart O'North settlements. The reason for the inclusion of two sets is that in 1985-86 five conference schools (i.e. Chetek, Ladysmith, Maple, Barron and Spooner) settled contracts in which implementation of the settlement salary was deferred by from two to three paychecks. When deferred implementation is used, the final offers of both Parties are below the conference settlement pattern when considering the difference in actual pay received by a teacher at each benchmark of the 1986-87 salary schedule. It also shows that the Association's final offer is closer to this settlement pattern by an average of \$163 per benchmark cell. (A-16).

Association Exhibit 21 uses the actual benchmark rates that appear in the contracts of the conference schools, thus eliminating the wage boost in 1986-87 take-home pay caused by the deferred implementation of 1985-86 rates. This exhibit shows that the Association's final offer is very close to the settlement pattern, varying no more than \$19 over the pattern at the MA Minimum to \$94 below the pattern at the Schedule Maximum. Conversely, the School District's final offer ranges from \$108 below the settlement pattern at MA Minimum to \$300 below the pattern at the Schedule Maximum.

At the time of the arbitration hearing the Barron School District had reached a tentative agreement for 1986-87. This agreement, which has since been ratified by both parties, is included in the record as Association Exhibit 23. The Association has not included the Barron settlement in its 1986-87 analysis for the Heart O'North Conference due to the timing of that settlement. Suffice it to say, the Barron settlement at 6.0% at each cell is a continuation of the pattern established in the other six salary settlements in the Heart O'North Conference and its inclusion would not negatively effect but rather would substantiate this settlement pattern.

When the arbitrator applies the percentage increase per cell among the settled schools on School District Exhibit C21. the average settlement is 5.94%. The School District's final offer is .44% below the average while the Association's final offer is .31% above the average of those schools. The Association's final offer is most reasonable with respect to this measurement as it is closer to the average than the School District's final offer.

The School District's final salary offer is not only significantly lower than the established pattern but its implementation would significantly erode the Hayward teacher' benchmark rankings among the conference schools. At the MA Maximum, Schedule Maximum and MA+10, the School District's salary proposal would drop the Hayward teachers' salaries from 6th to 7th out of the seven conference schools which have settled for 1986-87. (A-22). The Association's salary proposal would not prompt any change in those rankings.

This statutory criterion also directs the arbitrator to compare <u>inter alia</u> the offers of the Parties with the settlements of other employees of the public employer. Settlements with other employee groups in the School District support acceptance of the School Board's final offer. (D-C22). The only other union-represented group in the School District is the custodians represented by the Teamsters Union. The 1086-87 school year

settlement with the Teamsters provided for a total package increase of 5.09%. Settlements with unrepresented groups for secretaries, cooks and aides each resulted in a total package settlement of 6.01%. However, the teacher settlements in comparable school districts should be the essential criteria to evaluate the reasonableness of the Parties' final offers. The 1986-87 salary settlements in the comparable schools were negotiated in the same economic climate and gives the proper measure of how teacher agreements have responded to internal settlements.

In conclusion, when the commonly used salary measurements are applied to the Parties' final offers with respect to the 1986-87 settlement pattern, the Association's final salary offer overwhelmingly reflects that pattern and is thus more reasonable.

Another issue before the arbitrator involves extra duty/co-curricular wage rates. Extra-duty pay at Hayward has historically been increased at the same rate as the salary schedule increase. (A-38). The School District proposes to depart from this practice by freezing the Extra-Duty Pay Schedule as it was in the 1985-86 school year while the Association proposes to maintain this practice by increasing each item in that schedule by 6.25%.

Hayward is not a leader nor near the top in most extra-duty wage rates compared to the schools in the Heart O'North Conference. (A-36; D-E1-E12). In fact, Hayward is near or at the bottom of the athletic conference in most extra-duty categories. All of the athletic conference schools with the exception of Rice Lake will increase their extra-duty wages rates for 1986-87. Rice Lake, however, is one of the leaders in extra-duty pay and will again increase its extra-duty rates next year (1987-88) while its wage rates will increase by 5.75% per cell. Clearly, the extra-duty wage freeze at Rice Lake lend little support to the School District's position in this case.

In that the freeze in extra-duty pay rates proposed by the School District is not consistent with the pattern set by the Heart O'North Conference schools, nor is Hayward near or at the top of the wage rates in the extra-duty categories, the issue of extra-duty pay rate increases favors the Association's position.

Association Exhibit 48 indicates that most of the athletic conference schools have class load provisions in their contracts. The Spooner School District, however, is the only school in the conference that makes a payment for teachers assigned more than a specified number of contact periods. (D-D1; A-55-62). Under the Spooner contract, teachers averaging over 28 contact periods per week receive an additional increment of salary. On the overload issue, the comparables clearly support the School District's offer.

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

The School Board's offer (7.73%) more than triples the February, 1985, to February, 1987 inflation rates (CPI-U - 2.1%, CPI-W -1.8%). (D-C24). The Association's final offer (10.27%) is approximately five times the increase in the cost of living.

In view of the increases in the inflationary rate as measured by the Consumer Price Index, the School District's Linal offer provides a significant improvement in the economic position and well being of Hayward teachers over the term of the 1986-87 agreement. Yet, the Parties were aware of the "prevailing economic

conditions" when they constructed their final offers on salary, extra-duty pay and overload as were the majority of the athletic conference districts who settled higher on salary and extra-duty pay than the School District's final offer for the 1986-87 school year. As such, this factor has little bearing on the outcome of this case.

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

Revised School District Exhibits A6 and A7 show that Hayward teachers receive substantial fringe benefits. However, no significant data has been provided by either Party bearing on the issue of overall compensation that would even remotely substantiate their respective final offers under this criterion.

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

The most recent salary and total package settlements to date, have been reported and incorporated into the decision of the arbitrator. It was stipulated, during the course of the arbitration hearing, that the record would be closed at the conclusion of the hearing with the exception of the settlement at Ashland School District which had previously occurred but not yet been reported. That stipulation contemplated that the arbitrator would not take into consideration, in his decision, events which occurred after the hearing on April 15, 1987, except for the Ashland settlement report. The Association seeks to admit the settlement at the Phillips School District for the first time in its post hearing brief. Phillips has recently settled and is in the comparability group proposed by the School District. Association has included the settlement in its comparability studies contrary to the stipulation by the Parties at the hearing. The arbitrator has honored that stipulation by the exclusion of the Phillips settlement from all deliberations of which final offer is more reasonable under all the facts and circumstances.

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.

This factor was not aiumn arout waight baccuss such ather

after weighing the importance of each of the criterion under Wis. Stats. 111.70(4)(cm)7, which offer is the more reasonable under all the facts and circumstances.

Despite the fact that comparability favors the Association's position with respect to wages and extra-duty pay, the issue of the Association's overload pay proposal tips the scales heavily in the favor of the School District. With the exclusion of the overload provision, the total package cost of the Association's final offer would be 8.57% compared to 7.73% under the School District's final offer. With the inclusion of the overload provision, the cost of the Association's total package escalates to 10.27%.

 ${\it U}$ nder the Association's overload proposal, any teacher averaging, over the course of the school year, more than 27.5 contact periods per week at either the middle school or the high school level is entitled to overload pay. The Association claims that the intent of its overload proposal for 1986-87 would apply to only two teachers at a cost of \$2,500. (A-50). Such is not the case, as it is clear from the proposed overload language and the contract language in Article III, Section B(2) modified by the Parties in their stipulations, that there are 22 teachers who average over 27.5 contact hours per week that would qualify for the overload pay. The arbitrator has previously noted that the potential cost to the School District if all 22 eligible teachers opted for the overload pay would be \$58,166 or 1.7% of the total cost of teacher salaries and fringe benefits. The lost to implement the overload proposal is staggering when one also considers the Association's wage and extra-duty proposals which alone would be an 8.57% total package increase. In order for the Association to prevail in this arbitration, its wage and extra-duty pay proposals should have been lower to offset the high cost of its overload provision.

Further, if the Association's overload proposal had stated specifically that it would only apply to two teachers for only the 1986-87 school year, the arbitrator would have found that position to be acceptable. Even assuming arguendo that the arbitrator accepts the Association's intended meaning that the overload proposal would only apply to two teachers, it is significant to note that the Association does not indicate how the proposal is to be interpreted in the 1987-88 school year, which could produce costly litigation over its intended meaning.

Another important consideration is that the Association's intended meaning may be binding on the Association but is not binding on each of its members. The Collective Bargaining Agreement does not contain a grievance procedure and thus the prohibited practice avenue is open to the Association and to employees alike. Under Section 111.07, Wisconsin Statutes, any party in interest (including Association members) may bring a prohibited practice charge against the School District. Thus, if the School District attempts to follow the Association's interpretation of its own proposal, the School District faces a possible prohibited charge from each of the 22 teacher-Association members who would be eligible for overload pay under the terms of the provision. It would therefore be foolish for the arbitrator to place such language in the 1986-87 contract.

The Hayward School District is attempting to hold down its costs by offering a moderate, yet fair pay increase to its teaching staff. Section 111.70(4)(cm)7c, Wis. Stats., di ects the arbitrator to weigh the interests and welfare of the public in evaluating the Parties' final offers. Despite the fact that comparability, the fourth criterion under the statutes, favors the adoption of the Association's position with respect to wages and

extra-duty pay, the School District's final offer more reasonably balances the public interest with the employee interest. The arbitrator cannot in good conscience agree to burden the already hard-pressed taxpayer who lives in a pocket of extremely high unemployment, and where high per student school cost and high property tax levy rates exist, with a significant expenditure increase to cover the Association's excessive 10,27% wage and fringe benefit package.

While the School District may have the ability to fund the Association's final offer at 10.27%, the interests and welfare of the public outweigh in total all of the other statutory criteria and results in the arbitrator finding that the Hayward School District's final offer is clearly more reasonable than the Association's final offer.

AWARD

3,

Based upon the statutory criteria in Wis. Stats. 111.70(4) (cm)(7), the evidence and arguments presented in this proceeding, and for the reasons discussed above, the arbitrator selects the final offer of the Hayward School District and directs that it, along with any and all stipulations entered into by the Parties, be incorporated into the 1986-87 collective bargaining agreement.

What Wh Mills Richard John Miller

Dated this 17th day of July 1987 New Hope, Minnesota