

MAR 30 1987

BEFORE THE MEDIATOR-ARBITRATOR

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the Matter of the Petition of

GALE-ETTRICK-TREMPEALEAU
EDUCATION ASSOCIATIONTo Initiate Mediation-Arbitration
Between Said Petitioner andGALE-ETTRICK-TREMPEALEAU
SCHOOL DISTRICTCase 10
No. 36605 MED/ARB-3848
Decision No. 23672-A
Stanley H. Michelstetter II
Mediator-Arbitrator

Appearances:

Isaksen, Lathrop, Esch, Hart & Clark, Attorneys at Law, by
Gerald C. Kops, appearing on behalf of the Employer.Thomas C. Bina, Executive Director, Coulee Region United
Educators, appearing on behalf of the Association.MEDIATION-ARBITRATION AWARD

Gale-Ettrick-Trempealeau Education Association, herein referred to as the "Association", having petitioned the Wisconsin Employment Relations Commission to initiate Mediation-Arbitration pursuant to Section 111.70(4)(cm), Wis. Stats. 1/, between it and the Gale-Ettrick-Trempealeau School District, herein referred to as the "Employer", and the Commission having appointed the Undersigned as Mediator-Arbitrator on May 29, 1986; and the Undersigned having conducted mediation August 20, 1986, and having conducted hearing, both in Gale, Wisconsin, on August 27, 1986; the parties having filed briefs and reply briefs the last of which was received December 5, 1986. After briefs were filed, the parties requested that the mediator-arbitrator suspend consideration while they attempted to resolve the dispute.

ISSUES

This dispute concerns the parties' collective bargaining agreement commencing for the 1985-6 school year. The following is a summary of the issues left for decision 2/

1. TERM: The Association seeks a two year agreement for the period 1985-7, while the Employer seeks a one year agreement for the period 1985-6.
2. WAGES: The 1984-5 wage schedule is attached hereto and marked Appendix A. The Association's proposed wage schedule for 1985-6 is attached hereto and marked Appendix B. The Employer's proposed wage schedule is attached hereto and marked Appendix C. The Association costs its 1985-6 proposal at 10.54% salary, 10.11% total package and \$2157 per returning teacher (total package). The Employer costs its proposal as 7.6% total package, \$1,996 per returning teacher (total package). The Association's proposed schedule for 1986-7 is attached hereto and marked Appendix D. The Association costs its proposal at 8.64% salary only, 9.21% total package and \$1,925 per returning teacher.
3. ARTICLE VII, COMPENSATION, SECTION 6., JUNIOR AND SENIOR HIGH SCHOOL OVERLOAD PAY: The 1984-5 agreement provides for a \$400 per semester per class payment for overload. The parties agreed

1/ Section 111.70, Wis. Stats., has since been amended, but the amendment is not effective for this dispute.

2/ During mediation aspects of the following issues were also resolved: grievance, dues deduction, extra duty and schedule placement. The parties waived notice of intent to arbitrate.

to amend that to \$500 in 1985-6. The Association seeks an increase to \$750 in 1986-7.

4. ARTICLE VII, SECTION C, INSURANCE:

a. The practice under the 1984-5 and prior agreements is that, although the agreement is effective July 1, increases in insurance premium are first paid for the month of September. The Association seeks to change this to be effective July 1, 1985. For 1986-7, the Association seeks a 5% increase in the current \$172.76 per month family, \$65.38 per month single, health insurance premium payment made by the Employer.

b. Effective with and to pay for the dental program proposed by the Association, the Association seeks to modify the current health insurance program to create a front end deductible of \$100 per individual and \$200 per family aggregate and eliminate the 80/20 co-pay feature of the major medical.

c. Currently, there is no dental program. The Association seeks to implement a dental program effective upon award. The Employer's maximum contribution is \$25 per month family and \$10 per month single, with employees not electing the program receiving the equivalent contribution to a tax sheltered annuity.

5. ARTICLE VII, SECTION D, STATE TEACHERS RETIREMENT

CONTRIBUTION: Currently, the Employer pays the full 5% employee share contribution required by law. That amount will increase to 6% effective January 1, 1986. The parties have agreed to increase the contribution to 5.5% for 1985-6 and the Association proposes to increase this to 6% in 1986-7.

6. APPENDIX C, EXTRA CURRICULAR: The Association proposes to increase Appendix C pay by the same percentage as the BA base for the year 1986-7.

POSITIONS OF THE PARTIES

The Association takes the position that its proposed wage increase is a more appropriate general increase than that proposed by the Employer. The Association relies exclusively upon the comparability criterion. It implicitly concedes that the Coulee Athletic Conference is the most appropriate comparison group, but alleges that because, for the most part, settlements have not been made for the 1985-6 school year in the conference, the Arbitrator should look at settlements which have occurred in CESA 4 for 1985-6. The Association would exclude settlements in Coulee Athletic Conference schools of Arcadia, Onalaska and Viroqua^{3/}. It seeks to exclude settlements in Viroqua and Onalaska because their 1985-6 settlement is in the second year of a two year agreement. It believes these settlements should be excluded because economic circumstances have changed since those settlements have occurred. It excludes the settlement in Arcadia because it merely incorporates the settlements of the other conference districts when they occur. Since there are no other comparable schools in the athletic conference, it relies on the ten schools which have settled in 1985-6 for 1985-6 in CESA 4. In its view salary is the prime issue. It relies on comparisons in the athletic conference with respect to the other issues in dispute. It notes that while this district's ranking has remained virtually unchanged among the settled CESA 4 comparables for the last three years, both offers would tend to reduce the relative rank of the Employer.

With respect to health insurance contribution, the Association argues that while the collective bargaining agreement runs from July 1 to June 30, the Employer has paid increases in insurance on September 1 only. Thus, although policy premium increase occur July 1, the employee is forced to pick up the increase for the first two months. The parties have agreed to the 1985-6 health insurance monthly premium contribution by the Employer. The Association proposes to increase the Employer's

^{3/}

Viroqua will become a part of the conference in fall, 1987.

monthly premium contribution by 5% for 1986-7 and change the language to clarify that the Employer need not pay more than the actual premium. It believes this will continue the Employer making contributions at its current level.

The Association also proposes that the Employer establish a new benefit, dental insurance, in the second month following the arbitration award. It proposes an employer contribution of \$10 single and \$25 family. The Association proposes to pay for the new benefit by creating a \$100 single, \$200 family front-end deductible for the existing health insurance premium. It indicates that its exhibit 35 shows that 4 of 6 conference schools do have dental insurance.

The Association proposes that for 1986-7 overload pay be increased from \$500 per semester to \$750 per semester which it alleges is more comparable to the conference.

The Association believes its proposed retirement contribution is consistent with what the full contribution which the Employer is paying now and is consistent with the other school districts which have settled.

The Association takes the position that the Employer has the ability to grant the increase proposed herein without increasing the tax burden on the local population. It notes that corrected its proposal is for a 10.09 instead of 10.11 per cent increase. However, this increase is based upon the roll forward method of costing. In fact, there have been retirements and and resignations. Further, the Employer has already budgeted 9.03% for teacher increases and, therefore, taxes have already been set at that level. The Employer has received \$120,000 more state aid than it expected. The Employer has a \$1,151,772 fund balance which it can draw upon for needed money. The Employer has made staff reductions and is in a position to make further staff reductions.

The Employer takes the position that area residents need, and are entitled to, property tax relief and that the needed savings to finance tax relief should come, at least in part, from money which might otherwise be used for increases in teachers' salaries. In its view, Wisconsin provides a high level of government service when compared to the nation and the Great Lakes states, including a high level of educational services. However, it notes this primarily due to a high level of property taxation at the local level, rather than of state financing of schools. Further, it takes the view that the property tax can produce unfair burdens upon those who can least afford to pay the tax, farmers whose incomes have seriously eroded over the past years. It takes the view that the negative aspects of the the property tax are particularly exacerbated in Trempealeau County because it ranks 12th in the state as to amount of land devoted to agriculture and has a unemployment rate of 14%. While it admits the need for improvement in education, it denies that higher salaries are necessarily the answer and asserts that, in general, teachers are doing better than others similarly situated in other occupations. It indicates that in the two years 1985-6 and 1986-7, the legislature provided additional state funding expressly for the purpose of upgrading teacher salaries and providing property tax relief. However, for 1987-8 the legislature has limited the amount of increase to 4.5%. Thus, in order to retain the benefit of tax relief, it will be necessary for the school district to restrain the rate of growth of its budgeget to less than double the rate of inflation. It is, therefore, the position of the school board that its offer better balances the need to give property tax relief with the need to increase teacher salaries, than does the Association's which merely seeks to increase salaries in its own self interest. It believes that its offer is more in the public interest because, while the district has the ability to meet the Association's offer, the offer would be a burden on the district and is not warranted when local taxpayers are suffering a severe recession. In this regard, it alleges that local taxpayers are bearing a heavier individual tax burden than comparable communities. It denies that its offer would have any

pact upon teacher retention and notes that the only evidence in this case indicates that teachers have tended to stay their entire careers in Gale. It also believes that its proposal is favored by the comparability criterion. In the agreed upon comparability group, the Coulee Athletic Conference, the Employer's offer is better than that in the only settled district, Onalaska. It cites the data offered by the Association for the proposition that it has a higher tax effort than all but two other districts in the conference. It also believes that when properly viewed in the CESA 4 group, its offer should be preferred. It denies that La Crosse city schools should be considered because, that district is much larger, has a better tax base and does not share the same economic problems as this district. The Employer also argues that the allocation of its proposed increase within the schedule is appropriate because it enables the Employer to recruit teachers, encourages teachers to gain further credits rather than remain at BA max and generally retains a relatively competitive position among CESA 4 comparison schools. The Employer also believes that its offer is heavily favored by private sector comparisons which show only a minimal first year increase and by the cost of living criterion, particularly, when the Employer is already paying the increase in health insurance. It relies upon the total compensation criterion to substantiate its position that overall compensation here is higher than

In reply, the Association denies that argument concerning the method of school funding is appropriate in this case, because all school systems operate under the same funding system in Wisconsin and others have granted increases comparable to that sought by the Association. Further, the Association denies that the Employer has demonstrated that the circumstances in Trempealeau County and/or the school district are any different than the rest of area schools. Specifically, it notes that the state supports 54.63% of the program at Gale, whereas, the state average level is 42.1%. The Association finds itself in complete agreement with the experts cited by the Employer who allege the need to increase teacher salaries and the Association notes that the Employer's proposal runs counter to these expert views, not only with respect to the overall size of its increase, but the distribution slanted toward the beginning of the schedule. It believes that La Crosse cannot be totally ignored as a comparable because if salaries become too far out of line La Crosse will take the best experienced local teachers. It denies that one school district, Onalaska can be used as a comparable. It further believes that the Employer's argument from CESA 4 comparisons is merely self-serving slanting. The Association relies on the comparability criterion to determine the value to be assigned the cost of living. It denies that under the facts of this case a one year contract is appropriate since the first year has already expired and we are presently in the second year.

In reply, the Employer takes the position that the Association argument is seriously flawed in two respects. First, it does not adequately take into account the strengths of the existing salary schedule. Second, it fails to take into account the district's economic circumstances. It reiterates its position that La Crosse is not an appropriate comparable. It also takes the position that the three other settlements for 1985-6, Melrose-Mindoro, Taylor and Bangor were the result of arbitration and, therefore, may represent the adoption of the better of two unreasonable offers and not the adoption of appropriate increases. In its view the Association's use of percentages and, even, dollar amounts does not account for the excellent comparative position enjoyed by the unit already. Essentially, it believes that its offer, although somewhat smaller than average, is still adequate to maintain the competitive advantage. The Employer alleges that the distribution it proposes is more in line with the public interest in that low starting salaries is universally recognized by experts and arbitrators alike as a problem in education. It denies the Association's position that the Employer's offer would have a "punitive effect" on salaries for experienced staff and affirmatively alleges its offer consistent with the purpose of the salary structure which is to encourage teachers to obtain advanced education. With respect to health insurance, it reargues that the Association bears the burden of

proving that a change in the nature of the co-pay feature is warranted. The Employer concludes the Association has not shown that its proposed change, creation of a deductible, but elimination of the 80/20 co-pay feature, will result in a savings sufficient to pay for dental. Further, it notes the Association has not met its burden to justify the need for dental. With respect to overload pay, it believes the Association misstates the Employer's proposal in that since the Employer has offered a one year agreement, under its proposal, overload pay is negotiable for 1986-7, not fixed as the Association alleges. With respect to the term of agreement, it believes the Association's exhibits demonstrate that there is no established pattern of increases and, therefore, it is more appropriate to reopen for 1986-7, than guess at the appropriate increase. The Employer reiterates its position that real property tax relief is needed. In its view the Association's argument that the property tax burden is shifted to others more able to pay as simply missing the point. It responds to the Association's argument based upon budget figures by saying the Association has not demonstrated the accuracy of its assumptions concerning how the various accounts are used. It believes that the ending unrestricted fund balance is not sufficient to affect the result of the case: it needs a fund balance for cash flow purposes.

DISCUSSION

Pursuant to Section 111.70(4)(cm), Wis. Stats., it is the responsibility of the mediator-arbitrator to select the final offer of one party or the other. The mediator-arbitrator may not compromise, but must select the offer which is deemed by him or her to be more appropriate after giving consideration to statutory criteria to be applied in making that judgment. The statutory criteria in effect for this dispute are the following:

"7. Factors considered. In making any decision under the arbitration procedures authorized by this subsection, the mediator-arbitrator shall give weight to the following factors:

- a. The lawful authority of the municipal employer.
- b. Stipulations of the parties.
- c. The interests and welfare of the public and the financial ability of the unit of government to meet the costs of any proposed settlement.
- d. Comparison of wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes performing similar services and with other employes generally in public employment in the same community and in comparable 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 muni-

not specify the weight to be attached to any particular factor or issue in a specific dispute. That matter is left to the mediator-arbitrator. In this case all of the factors have applicability in this dispute, except a. and g.

WAGES

The wage issue in this case relates to two separate years. Further, there is an issue as to the allocation of the wage increase in the unit and on the schedule.

Comparisons

The parties have agreed that the Coulee Athletic Conference 4/ is their primary comparison group. The Association has included Viroqua in the comparison group because Viroqua will be joining the conference soon. I have relied upon the conference as it was at the relevant times as the primary comparison group. Viroqua has been used as discussed below. With respect to wage rate comparisons, Arcadia, although a comparable conference school, has had indeterminate wage rates based, in part, upon the settlements in the other conference schools. Both parties' exhibits disagree as to the figures to be used for Arcadia and there is not enough evidence in the record to resolve their differences. Accordingly, for wage rate and increase comparisons, I have excluded Arcadia. A central focus of this case is the Association's attempt to use state wide comparisons and comparisons in CESA 4 with respect to appropriate wage increase because there are few local settlements. This aspect of the case will be discussed below.

The last full year in which comparisons were available was 1984-5. The following are the comparisons in the primary comparison group.

1984-5 Coulee Athletic Conference Schedule Comparison

District	BA	BA+7	BA MAX	MA	MA+10	MA MAX	SD MAX
BlRiFl	14,117.	17,506.	20,329.	15,247.	20,738.	23,179.	25,105.
Holmen	14,135.	16,697.	18,048.	15,355.	19,268.	20,182.	20,792.
Onal	13,900.	16,600.	20,920.	15,185.	19,610.	23,720.	24,445.
W.Sal	14,600.	17,415.	20,355.	16,758.	21,268.	23,843.	24,935.
Westby	14,355.	17,872.	21,640.	15,105.	20,738.	23,451.	23,839.
average without Viroqua and Arcadia							
av.	-14,221.	-17,218.	-20,258.	-15,530.	-20,324.	-22,875.	-23,823.
Gales.	14,330.	16,740.	19,652.	16,370.	20,710.	23,301.	24,916.
	109.	-478.	-606.	840.	386.	426.	1,093.
rank	3	4	5	2	4	4	3

This district tends to be in the middle of the comparisons in its conference, but, because of the disparity at the middle, it tends to pay well for starting teachers and those at the masters. It pays poorly for BA area experienced teachers. It should be noted that the existing schedule's education increments are comparatively good, but its experience increment is comparatively very low. Of 92.23 FTE, only 28.25 are in the MA ranges, mostly MA column (about 20 of these are above the top of the schedule). 63.98 FTE are in the BA columns spread diagonally toward the MA. 16.7 of the teachers in the BA columns are above the schedule and of these 13 are above the column at the BA+24 (maximum BA educational lane). It should be noted that this district has a longevity plan, teachers who are above the top step in their lane receive a one-time increase of 2% of BA base for those teachers in BA educational lanes and 3% of MA base for those teachers in MA educational lanes. Those maximums are used for comparison in the above comparison.

The analysis with respect to the distribution of the offers in the schedule and the appropriate size of general increase differs markedly. In this case, the distribution issue is of less weight than the general size of increase.

4/ The Coulee Athletic Conference consists of Black River Falls, Holmen, Onalaska, West Salem, Westby and Gale-Ettrick-Trmpealeau.

Only one of the conference districts, Onalaska, settled for 1985-6 and this settlement is the second year of a two year collective agreement. This comparison clearly favors the Employer's position. The comparison is as follows:

District	BA	BA+7	BA MAX	MA	MA+10	MA MAX	SD MAX
Onal.	5.7	5.7	5.7	5.7	5.7	5.7	5.7
Gale Er.	8.4	7.2	6.7	7.3	6.8	6.2	5.8
Gale An.	7.3	8.3	9.7	6.7	8.8	9.6	10.2

This district pays more than Onalaska generally. While this comparison favors the Employer, it is not necessarily representative of a general trend among the comparable districts.

The Association has offered comparison to the entire state. Wisconsin has a wide variety of economic circumstances and, therefore, state wide comparisons are generally given much less weight in interest arbitration in Wisconsin than is the practice in more homogeneous states. When there exists a complete set of comparisons, comparison to the state wide wage rates are evidence of the ability of local school districts to attract and retain teachers and otherwise compete in the market place for teachers. For 1984-5 the following is the comparison of Galesville to the state wide averages.

GALESVILLE COMPARED TO STATE WIDE 1984-5

District	BA	BA+7	BA MAX	MA	MA+10	MA MAX	SCHD MX
state	15,196.	19,298.	23,350.	16,717.	23,523.	23,310.	29,137.
Gales.	-14,330.	-16,740.	-19,652.	-16,370.	-20,710.	-23,301.	-24,916.
diff	866.	2,558.	3,698.	347.	2,813.	9.	4,221.

The vast majority of Wisconsin school districts have settled for 1985-6. Under these circumstances, the state wide trend is strong evidence of appropriate general increase because the large number of schools involved tends to average out local differences. The following is the state wide average increase at the traditional benchmarks:

1985-6 STATE WIDE INCREASE

District	BA	BA+7	BA MAX	MA	MA+10	MA MAX	SD MAX
state non	7.5	7.4	6.8	7.9	7.7	7.0	7.2
state wtd	7.4	7.5	6.7	7.8	7.8	6.8	7.0
Gale Er.	8.4	7.2	6.7	7.3	6.8	6.2	5.8
Gale An.	7.3	8.3	9.7	6.7	8.8	9.6	10.2

The offer of the Employer closely parallels that of the state wide pattern, whereas that of the Association is much greater than state wide.

Since only one settlement occurred in the conference, the Association offered comparisons to the remainder of CESA 4 schools which have settled for 1985-6. The party proposing to use comparisons other than a primary set agreed to by the parties bears the burden to prove that those comparisons are representative ^{5/} of the specific dispute at hand. I have concluded that for the most part these settlements are not representative in this dispute. I have excluded La Crosse from the comparison, because it is a large urban district which is more than four times the size of Galesville. While La Crosse certainly influences area wage rates, that factor is likely to be taken into account by other districts in the area in their settlements and given appropriate weight by the parties together with other factors. Therefore, the best comparison as to its appropriate effect is to compare to other area school districts of size closer to that of Galesville.

The following is the comparison of Galesville to the settled CESA 4 average of districts, excluding La Crosse, at the tradi-

^{5/} "Representative" in this case means indicative of that settlement which parties similarly situated to those in Galesville and bargaining with a sincere intention to reach agreement would have agreed to in a voluntary settlement.

tional benchmarks:

1985-6 COMPARISON TO SETTLED CESA 4 DISTRICTS

	BA	BA+7	BA MAX	MA	MA+10	MA MAX	SD MAX
average	7.9	8.2	9.0	8.1	8.5	8.8	8.8
Gale Er.	8.4	7.2	6.7	7.3	6.8	6.2	5.8
Gale An.	7.3	8.3	9.7	6.7	8.8	9.6	10.2

This comparison itself heavily favors the Association. Since approximately one third of the CESA 4 districts have settled, the foregoing is evidence, but not necessarily conclusive evidence of the tenor of settlements in CESA 4. This is further supported by the fact that the vast majority of settlements therein individually favor the Association position herein.

However, these comparisons for the most part cannot be given weight herein because they are mostly only weakly comparable to Galesville and, given the specific nature of this dispute, have significantly different economic settings. Those districts which are more closely comparable are evenly divided between supporting the position of the Employer herein and that of the Association. Taylor, La Farge, Bangor, Cashton and Alma Center are all school districts with 40 full time equivalent teachers or less, whereas Galesville is substantially larger (86 FTE in 1984-5). At the significant benchmarks all of these school districts pay substantially less than Galesville. For the most part, these school districts have a substantially larger equalized value per member tax base to rely on than Galesville. Three of the five receive more state aid than Galesville. Finally, the economic circumstances in the Galesville area may be significantly different than these other areas in that the evidence indicates that Galesville is historically a low income area.

The remaining districts appear more comparable to Galesville; Melrose-Mindoro and Cochrane-Fountain City because they are contiguous, and Viroqua because of its similar income pattern. The following is the comparability data for the four CESA 4 settled districts, including Onalaska which is in the Coulee Conference:

factor	C-F	M-M	V.	On.	G-E-T
students	798	716	1,271	2,157	1,459
cost/stu.	2,751	2,560	2,947	2,557	2,448
e.v./m.	141,752	141,287	161,384	111,926	109,194
st. aid	1,313	1,227	1,181	1,413	1,437
income	n/a	n/a	16,003	20,333	16,230

In this group there is a wide range of wage rates. The settlement in Onalaska favors the Employer and is discussed above. The settlement at Melrose favors the Association. However, that settlement was mandated by arbitration and the rationale favors the Employer herein.^{6/} The settlement in Viroqua favors the Association and the settlement in Cochrane heavily favors the Association position herein. While this data tends to favor the Association's position herein, the general lack of close comparability merits giving more weight to state wide comparisons.

The Employer offered comparison to Viterbo College, a private college in La Crosse. The Employer offered no foundation testimony on these comparisons. Generally, they show that a MBA will receive in 1986 anywhere from \$17,000 to \$21,300 and a full professor will receive \$26,500 to \$32,500. Private sector comparisons in similar employment are valid comparisons. However, the position of instructor in my experience carries different commitments as to time, duties and career retention at the college level that it ought be a governing comparison.

The Association's proposal for 1986-7 is comparable to the state wide trend. Few schools have settled for 1986-7, however. Based upon the foregoing, the evidence of comparisons overall tends to favor the Employer.

^{6/} Melrose-Mindoro (Dec. No 22998), Michelstetter, 6/86. This inference is drawn solely from the face of the award.

Ability to Pay and Public Interest

It is undisputed that the Employer has the financial ability to meet the offer the Association has proposed herein. The Employer position is that adoption of the offer proposed by the Association herein would be economically burdensome to the local economy and that the difference is better spent on property tax relief.

The record does not support the implied assertion of the Employer that Galesville's land is more devoted to agriculture and/or devoted to agriculture of a different type than that of comparable districts.

county	percent of total farming income from meat and dairy	State-wide rank in percentage of total land devoted to farming
Buffalo	81.	15.
Jackson	61.	32.
La Crosse	78.	39.
Monroe	71.	14.
Vernon	84.	8.
Trempealeau	77.	12.

From the foregoing, it is possible that some of the school districts in the La Crosse area are more suburban than agricultural, it appears that other school districts among those deemed comparable are as likely to have large percentages of land devoted to agriculture, much of that agriculture similar to that in Galesville. While a large percentage of its land is devoted to agriculture, the majority of this district's population (over 80% in 1979) were employed outside agriculture which statistic is not fully explained in this record.

However, it does appear that there is a substantial difference between Galesville and comparable school districts as to tax base and tax effort to support schools.

	1979 average household income	Equal. Value/Member 84-5	1984-5 cost per pupil	aid per pupils	1984 mil rate
Arcadia	16,533.	220,883.	3,083.	631.	15.95
Bl. Riv. Falls	15,691.	116,981.	2,584.	1,470.	12.51
Holmen	20,492.	95,302.	2,259.	1,412.	13.68
Onalaska	20,333.	111,926.	2,257.	1,413.	14.52
Westby	16,469.	147,858.	2,783.	1,230.	13.72
West Salem	20,262.	141,544.	2,866.	1,319.	16.22
average	18,296.	139,082.	2,639.	1,246.	14.43
Galesville	16,230.	109,194.	2,448.	1,437.	15.18
rank	6.	6.	5.	2.	3.

The foregoing data demonstrates that for 1984-5 Galesville has one of the smallest property tax bases of comparable communities. While Galesville receives more state aid than most comparable communities, there is virtually little difference between what it receives and most other districts receive. It is important to note that Galesville is one of the lowest income areas, closely rivalling fifth place. Finally, it already has a relatively high tax rate in comparison to other comparable districts. On the basis of the foregoing, I conclude 1. that the revenue resources available to Galesville are significantly less than that of other comparable districts, 2. that Galesville is particularly dependent upon changes in state aid and 3. reductions in services might be difficult to achieve without affecting minimum program.

For 1985-6, the legislature provided a state wide general increase in state aid of 16.8% expressly for the purpose of increasing teacher salaries and providing property tax relief. The position of the state was that it would provide a considerably smaller increase for 1986-7, approximately 4.5%.

There is some evidence that the economic picture in

Trempealeau County is different than elsewhere. There were substantially less growth in property tax defaults in Trempealeau County from 1982 to 1984 than in comparable counties:

Increase in Delinquent Property Tax 1982-1984

County	percentage increase
Buffalo	59.0
Jackson	44.9
La Crosse	23.02
Monroe	56.0
Vernon	78.7
Trepealeau	13.7

While that would tend to indicate the local economy is better than elsewhere, unemployment data for this area suggests unemployment in Trempealeau and Jackson counties have been consistently substantially higher than in Vernon and La Crosse counties (2% to 7%).

The public interest is in obtaining the best education for its available means. Ordinarily, this means providing wages which enable it to hire, retain and encourage competent staff. The public interest tends to require consistency in maintaining educational services through good times and bad. In bad times, maintaining a level of services with available funds must be balanced with retaining good staff. Ordinarily, this means maintaining wages comparable to that of similar employers. In this case, Galesville shares the economic need for property tax relief with its comparable districts, but given the differences in its revenue base, it has a very legitimate concern in granting increases which are no more than comparable.

Cost of Living

The annual change in the National Consumer Price Index for all urban consumers changed 3.6% from July, 1984 to July, 1985, and 1.7% from June, 1985 to June, 1986. The cost of the Association's 1985-6 total package is 10.11% and of the Employer's 1985-6 is 7.6%. The Association's 1986-7 total package is 9.21%. The cost of living factor favors the Employer's proposal for 1985-6 and lends little support to the Association's proposal for 1986-7.

INSURANCE

The Association has two insurance proposals herein. First, is the Association's proposal with respect to when insurance increases begin. The second is the Association's combined proposal with respect to dental insurance.

The Association has proposed to eliminate the waiting period between the effective date of the contract and the effective date of insurance increases. The Employer basically opposes the Association's proposed elimination on the basis that the Association has not shown a need to change this established practice. The record of proceedings is not sufficiently clear to effectively deal with this issue and, accordingly, it is not given weight. I do note that while a party proposing to make a change in an existing practice must show a need for a change and that its proposal is appropriate to meet that need. The burden relates both to the burden of ultimate persuasion and the duty to go forward with evidence. It is sufficient as to the burden to go forward with the evidence as to the need for change for the party proposing the change to argue that the practice is without useful basis. It is then the responsibility of the party supporting the practice to go forward with evidence as to the purpose of the practice. The ultimate burden of persuasion should remain with the party proposing the change. Had the evidence shown no useful purpose, the Association clearly would have

been correct in seeking eliminating the practice.

The Association has proposed the establishment of a dental policy and proposed establishing a front end deductible with respect to the health insurance to pay for the benefit. The Employer has opposed this on the basis that the Association's proposal will eliminate the 80/20 co-pay feature of the existing policy, that the Association has not shown that its proposal will pay for the change and that the Employer already provides a better total insurance package than comparable districts. It is apparently undisputed that the Association's proposal will eliminate the 80/20 co-pay feature and will establish a tax sheltered annuity for employer dental premium contributions for those employees not electing dental coverage. All but two of the comparable districts have dental programs. None has a tax sheltered annuity alternative. It is unclear the level at which other employers contribute. The preponderance of available evidence slightly favors the Association's position on this issue.

TERM OF AGREEMENT

Given the specific facts of this case, a one year term is preferable, even though the parties will merely have to start bargaining immediately. The Employer has tight financial considerations and it will need to avoid the risk of granting increases which are too high or too low. In view of the result herein it is not necessary to discuss the other aspects of the Association's offer for 1986-7.


WEIGHT

The primary issue herein is wages for 1985-6. The factors favor the offer of the Employer and this issue outweighs all others. Accordingly, the final offer of the Employer is adopted.

AWARD

That the final offer of the Employer be, and the same hereby is, ordered incorporated into the parties' collective bargaining agreement.

Dated at Milwaukee, Wisconsin this 26 day of March, 1987.


Stanley H. Michelstetter II,
Mediator-Arbitrator

Appendix A
1984-85 SALARY SCHEDULE

(contract) APPENDIX B

YRS. EXP.	BA	BA+6	BA+12	BA+18	BA+24	MA	MA+6	MA+12	MA +18	MA+24
0	14,330	14,700	15,070	15,440	15,810	16,370	16,740	17,110	17,480	17,850
1	14,720	15,090	15,460	15,875	16,245	16,830	17,200	17,570	17,940	18,310
2	15,110	15,480	15,850	16,310	16,680	17,290	17,660	18,030	18,400	18,770
3	15,500	15,870	16,240	16,745	17,115	17,750	18,120	18,490	18,860	19,230
4	15,890	16,260	16,630	17,180	17,550	18,210	18,580	18,950	19,320	19,690
5	16,315	16,685	17,055	17,655	18,025	18,710	19,080	19,450	19,830	20,200
6	16,740	17,110	17,480	18,130	18,500	19,210	19,580	19,950	20,340	20,710
7	17,165	17,535	17,905	18,605	18,975	19,710	20,080	20,450	20,850	21,220
8	17,590	17,960	18,330	19,080	19,450	20,210	20,580	20,950	21,360	21,730
9	18,015	18,385	18,755	19,555	19,925	20,710	21,080	21,450	21,870	22,240
10	18,465	18,835	19,205	20,055	20,425	21,235	21,605	21,975	22,405	22,775
11	18,915	19,285	19,655	20,555	20,925	21,760	22,130	22,500	22,940	23,310
12	19,365	19,735	20,105	21,055	21,425	22,285	22,655	23,025	23,475	23,845
13	XXXXXXXXXXXXXXXXXXXXXXXXXXXX			21,555	21,925	22,810	23,180	23,550	24,010	24,380
LONG.	19,652	20,029	20,406	21,864	22,241	23,301	23,682	24,063	24,534	24,916

Appendix B

Assn.
1985-86

Salary Schedule

Step	BA	BA+6	BA+12	BA+18	BA+24	MA	MA+6	MA+12	MA+18	MA+24
0	15375	15755	16135	16515	16895	17465	17845	18225	18605	18985
1	15825	16205	16585	17025	17405	18015	18395	18775	19180	19560
2	16275	16655	17035	17535	17915	18565	18945	19325	19755	20135
3	16725	17105	17485	18045	18425	19115	19495	19875	20330	20710
4	17175	17555	17935	18555	18935	19665	20045	20425	20905	21285
5	17650	18030	18410	19090	19470	20240	20620	21000	21505	21885
6	18125	18505	18885	19625	20005	20815	21195	21575	22105	22485
7	18600	18980	19360	20160	20540	21390	21770	22150	22705	23085
8	19075	19455	19835	20695	21075	21965	22345	22725	23305	23685
9	19550	19930	20310	21230	21610	22540	22920	23300	23905	24285
10	20050	20430	20810	21790	22170	23140	23520	23900	24555	24935
11	20550	20930	21310	22350	22730	23740	24120	24500	25205	25585
12	21050	21430	21810	22910	23290	24340	24720	25100	25855	26235
13	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	23470	23850	24940	25320	25700	26505	26885
14	21550	21930	22310	24030	24410	25540	25920	26300	27155	27535

ASSOCIATION EXHIBIT NO. 25

Appendix C

GALE-ETTRICK-TREMPEALEAU
SCHOOL DISTRICT

STEP:	18A	18A 6	18A 12	18A 18	18A 24	18A	18A 6	18A 12	18A 18	18A 24
0:	15530:	15900:	16270:	16640:	17010:	17570:	17940:	18310:	18680:	19050:
1:	15920:	16290:	16660:	17030:	17400:	18030:	18400:	18770:	19140:	19510:
2:	16310:	16680:	17050:	17420:	17790:	18490:	18860:	19230:	19600:	19970:
3:	16700:	17070:	17440:	17810:	18180:	18950:	19320:	19690:	20060:	20430:
4:	17090:	17460:	17830:	18200:	18570:	19410:	19780:	20150:	20520:	20890:
5:	17515:	17885:	18255:	18625:	18995:	19910:	20280:	20650:	21020:	21400:
6:	17940:	18310:	18680:	19050:	19420:	20410:	20780:	21150:	21520:	21910:
7:	18465:	18835:	19205:	19575:	19945:	21110:	21480:	21850:	22220:	22620:
8:	18890:	19260:	19630:	20000:	20370:	21610:	21980:	22350:	22720:	23130:
9:	19315:	19685:	20055:	20425:	20795:	22110:	22480:	22850:	23220:	23640:
10:	19765:	20135:	20505:	20875:	21245:	22635:	23005:	23375:	23805:	24175:
11:	20215:	20585:	20955:	21325:	21695:	23160:	23530:	23900:	24340:	24710:
12:	20665:	21035:	21405:	21775:	22145:	23685:	24055:	24425:	24875:	25245:
13:				22055:	22425:	24210:	24580:	24950:	25410:	25780:
14:	20976:	21353:	21730:	22108:	22485:	24737:	25118:	25499:	25970:	26352:

Appendix D

Salary Schedule		1986-1987				Ed. Assn.				
Step	BA	BA+6	BA+12	BA+18	BA+24	MA	MA+6	MA+12	MA+18	MA+24
0	16350	16760	17170	17580	17990	18605	19015	19425	19835	20245
1	16850	17260	17670	18120	18530	19205	19615	20025	20465	20875
2	17350	17760	18170	18660	19070	19805	20215	20625	21095	21505
3	17850	18260	18670	19200	19610	20405	20815	21225	21725	22135
4	18350	18760	19170	19740	20150	21005	21415	21825	22355	22765
5	18875	19285	19695	20325	20735	21635	22045	22455	23015	23425
6	19400	19810	20220	20910	21320	22265	22675	23085	23675	24085
7	19925	20335	20745	21495	21905	22895	23305	23715	24335	24745
8	20450	20860	21270	22080	22490	23525	23935	24345	24995	25405
9	20975	21385	21795	22665	23075	24155	24565	24975	25655	26065
10	21525	21935	22345	23290	23700	24815	25225	25635	26355	26765
11	22075	22485	22895	23915	24325	25475	25885	26295	27055	27465
12	22625	23035	23445	24540	24950	26135	26545	26955	27755	28165
13	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	25165	25575	26795	27205	27615	28455	28865
14	23175	23585	23995	25790	26200	27455	27865	28275	29155	29475

ASSOCIATION EXHIBIT NO. 26