

## **BEFORE THE ARBITRATOR**

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In the Matter of the Petition of:

DRIVERS, WAREHOUSE & DAIRY  
EMPLOYEES UNION LOCAL NO. 75  
(DEPARTMENT OF PUBLIC WORKS)

To Initiate Arbitration Between Said  
Petitioner and

THE CITY OF GREEN BAY (DEPARTMENT  
OF PUBLIC WORKS)

Case 308 No. 58316

INT/ARB-8878

Decision No. 30022-A

Heard: 4/18/2001

Record Closed: 8/13/2001

Award Issued: 10/11/2001

Sherwood Malamud  
Arbitrator

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### APPEARANCES:

Previant, Goldberg, Uelmen, Gratz, Miller & Brueggeman, S.C.,  
Attorneys at Law, by Andrea F. Hoeschen, Suite 202, 1555 North RiverCenter  
Drive, Milwaukee, Wisconsin 53212, appearing on behalf of the Union.

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Resources, 305 E. Walnut Street, P.O. Box 23600, Green Bay, Wisconsin  
54305-3600, appearing on behalf of the Municipal Employer.

## **ARBITRATION AWARD**

### Jurisdiction of Arbitrator

On December 28, 2000, the Wisconsin Employment Relations Commission appointed Sherwood Malamud to serve as the Arbitrator to issue a final and binding Award pursuant to Sec. 111.70(4)(cm)6.c., Wis. Stats., to determine the across-the-board increases for the second and third year of a three-year agreement for calendar years 1999, 2000, and 2001. Hearing in the matter was held on April 18, 2001, in the Green Bay City Hall in Green Bay, Wisconsin, at which time the parties presented testimony and documentary evidence. Original, reply and the City's surreply brief were received and exchanged by the Arbitrator through August 13, 2001, at which time the record in the matter was closed. Upon reviewing the evidence, testimony, and arguments presented by the parties, and upon consideration of the criteria set forth in Sec. 111.70(4)(cm)7., 7.g., 7.r., a-j, Wis. Stats., to the issues in dispute herein, the Arbitrator renders the following Award.

## **THE ISSUES IN DISPUTE**

### **The Union Proposal**

The Union proposes across-the-board increases effective January 1 in each of the three years of the Agreement of 2.75% in calendar year 1999, 3% plus 25¢ in calendar year 2000, and 3% plus 25¢ in calendar year 2001.

### **The City Proposal**

The City proposes across-the-board increases effective January 1 in each of the three years of the successor Agreement of 2.75% in calendar year 1999, 3% in calendar year 2000, and 3% in calendar year 2001.

## **STATUTORY CRITERIA**

The criteria to be used to resolve this dispute are found in Sec. 111.70(4)(cm)7, Wis. Stats., as follows:

7. 'Factor given greatest weight.' In making any decision under the arbitration procedures authorized by this paragraph, the arbitrator or arbitration panel shall consider and shall give the greatest weight to any state law or directive lawfully issued by a state legislative or administrative officer, body or agency which places limitations on expenditures that may be made or revenues that may be collected by a municipal employer. The arbitrator or arbitration panel shall give an accounting of the consideration of this factor in the arbitrator's or panel's decision.

7g. 'Factor given greater weight.' In making any decision under the arbitration procedures authorized by this paragraph, the arbitrator or arbitration panel shall consider and shall give greater weight to economic conditions in the jurisdiction of the municipal employer than to any of the factors specified in subd. 7r.

7r. 'Other factors considered.' In making any decision under the arbitration procedures authorized

by this paragraph, the arbitrator or arbitration panel shall also 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 employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees performing similar services.
- e. Comparison of the 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 generally in public employment in the same community and in comparable communities.
- f. Comparison of the 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 in private employment in the same community and in comparable communities.
- g. The average consumer prices for goods and services, commonly known as the cost-of-living.
- h. 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.

- i. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- j. 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.

## **DISCUSSION**

### **Background**

The parties have reached agreement on all matters other than the across-the-board increase in the second and third years of the successor to the Agreement that expired on December 31, 1998. Included in their stipulation of agreed-upon items is the Employer's commitment to pay 100% of the premium for single coverage for health and dental insurance and 95% of the premium for family coverage for health and dental insurance for the three-year term of the successor Agreement. Over the term of the Agreement, health and dental premiums increase by 20% in 1999, 15.6% in 2000, and by 27.6% for 2001, a total increase of 63% over the three-year life of the successor Agreement. The Employer bears 97% of the cost of those increases. This stipulation of the parties has a profound impact on the cost of the City and Union proposals for the three-year term of the Agreement.

As of the close of the hearing in this matter, all but the Green Bay Police and the meet and confer police supervisory unit of the 15 bargaining units in Green Bay had settled for 1999, 2000, and 2001, under the terms offered by the City in this case, namely, 2.75% in 1999, 3% in 2000, and 3% in 2001. The City agreed to a compression of the Fire Fighter wage schedule to bring it into conformance with the police schedule. The compression resulted in a substantial adjustment. In addition, the City made some adjustment with the crossing guards that was outside the above-stated pattern.

The Union comes to arbitration in this proceeding to obtain catch-up to what it believes should be the comparables to which the DPW employees in the City of Green Bay should be compared. The Union maintains that the primary comparables to the City of Green Bay are the other municipalities of Brown County. The Union argues that these communities best reflect the economic environment of the area. On the other hand, the City suggests that comparables should be larger municipalities in the state of Wisconsin without regard to their location within the state.

The comparability issue is the threshold issue in a dispute as to whether the employees in this bargaining unit are entitled to catch-up.

In a case in which the Union seeks catch-up, one would expect that the Union demand exceeds the internal settlement pattern that the Employer has achieved in its other units. Similarly, a Union's demand for catch-up will exceed the cost of living as reflected by the change in the Consumer Price Index by an amount in excess of the Employer's proposal. In this case, the total package cost of the Union's proposals in calendar years 2000 and 2001 far exceed the increase in the cost-of-living in calendar years 1999 and 2000.

In this regard, the total package cost increase in the first year of the Agreement on which both parties agree is 4.04% which reflects the 2.75% across-the-board wages only raise and the other payroll increases primarily in health and dental insurance. In the second year, the City's offer of 3%

generates a total package cost of 4.15% and its 3% proposal in 2001, generates a total package increase of 6.02%, mainly due to the increases in health and dental premiums.

The cost of the Union's proposal exceeds that of the City's by 25¢ across-the-board in the second and third years of the Agreement. Again, the total package cost in the first year totals 4.04%. In the second year, the Union's addition of 25¢ across the board generates a total package increase of 5.36%. In the third year, its 25¢ across-the-board increase together with the large increases in the cost of health and dental insurance generates a total package increase of 7.12%.

In 1998, the Consumer Price Index increased by 1.6%, far less than the 4.04% total package increase to which the parties agree. In 1999, the Consumer Price Index increased by 2.2% far below the City's total package increase of 4.15% and the Union's 5.36% for calendar year 2000. Similarly, the cost-of-living increase in calendar year 2000 increased to 3.4%, well below the 6.02% increase in the total package cost of the City's offer and far less than the Union's 7.12% demand. The cost-of-living criterion supports the adoption of the City proposal.

In a case in which the Union's final offer is premised on catch-up, the most significant criterion is external comparability. If the Union is able to establish the need for catch-up, its case would outweigh the factors relative to internal comparability and the change in cost-of-living. The internal comparability and cost-of-living factors would tend to suggest the degree of change appropriate rather than whether change is appropriate in a particular case. However, if the Union fails to establish the need for catch-up, internal comparability which this Arbitrator considers as an important component of the Such other factors criterion 7j. and the cost-of-living criterion, the change in the Consumer Price Index, are given substantial weight. It is in this context that the Arbitrator reviews the balance of the statutory criteria to determine if the Union has established a case supporting its demand for catch-up.

## Comparability

The Union proposes as its primary comparables: the Village of Allouez with a population of 15,443, the Village of Ashwaubenon with a population of 17,634, the Town of Bellevue with a population of 11,828, the Village of Denmark with a population of 1,958, the City of DePere with a population of 20,559, and the Village of Howard with a population of 13,546. All are located in Brown County. The Union argues these suburban communities should serve as comparables to the City of Green Bay with a population of 102,313.

The City argues that none of these suggested comparables should be included in the comparability pool. The City notes the huge disparity in population, equalized value of land, and the miles of road to be maintained and cleared. The Department of Public Works of the City of Green Bay has 262 employees. Allouez has a department of 14, Ashwaubenon 23, Bellevue 5, DePere 17, and Howard 17. Only Ashwaubenon and DePere maintain miles of streets in excess of 100. The City of Green Bay maintains 435.45 miles of streets. The disparity in the size of the particular public works departments and the complexity of the wage schedules and specialization found in large departments versus the generalist laborer/equipment operator or mechanic job titles found in smaller departments make a comparison between Green Bay and these much smaller communities inappropriate, the City maintains.

In its argument, the City alludes to this Arbitrator's decision in the *Green Bay Water Utility*, Dec. No. 28070-A (11/94). Although this Arbitrator found that the Green Bay Water Utility was a separate employer from the City of Green Bay, the communities with water utilities to which the parties, both the City and the Union, compared the City of Green Bay Water Utility were as follows: the cities of Racine, Kenosha, Eau Claire, Fond du Lac, Sheboygan, Appleton, and Oshkosh.

For this proceeding, the City adds the cities of Janesville, LaCrosse, Madison, Waukesha, and West Allis, and excludes Fond du Lac. The

communities range in population from Madison with a population of 210,000 to Sheboygan and LaCrosse with a populations of just under 50,000.

The City's comparables fail to take into account the economic and labor market activity in the Green Bay area. The inclusion of Appleton and Oshkosh in the comparability pool provide some information as to the level of wages in the Fox Valley. However, in the Water Utility case, *supra*, the City of Fond du Lac was included in the comparability pool. The Arbitrator is not convinced that it is necessary to include Janesville in a widely dispersed comparability pool of the larger communities in the State of Wisconsin. With Madison included in the comparability pool, the addition of Janesville weighs the pool too heavily toward south central Wisconsin. The Arbitrator excludes West Allis which is contiguous to the City of Milwaukee from this comparability pool. Its location next to Milwaukee may provide information concerning the economic vitality of the Milwaukee area. However, with the inclusion of Waukesha, the addition of West Allis tips the scale too heavily toward the Milwaukee area. Furthermore, the City of Waukesha is itself a vibrant economic area which may well be relevant to demonstrate the economic condition of the larger cities in the state of Wisconsin.

The Arbitrator includes Sheboygan. It is included by the Union in its list of secondary comparables and by the Employer in its list of primary comparables. The Arbitrator finds that the City of Manitowoc at 34,000 is below the 50,000 mark in population. The group of comparables identified by the Arbitrator, except for Sheboygan with a population of 49,558, have populations in excess of 50,000.

In a case that focuses exclusively on the wage rate levels to establish whether the rates paid in the City of Green Bay are competitive in its local labor market, it is important to have a representation of local communities in the comparability pool. The percentage of residential to commercial and industrial land located in the Village of Allouez precludes its use as a comparable in this proceeding. The Arbitrator finds that the Village of Howard is a bedroom community to Green Bay. Town governments are so different from cities that the inclusion of the Town of Bellevue is



inappropriate, here. The Village of Denmark is just too small to serve any viable purpose in a comparability pool for the City of Green Bay. The Village of Ashwaubenon with a population of 17,634 and the City of DePere with a population of 20,559 both have a substantial commercial and industrial economic base. The Ashwaubenon department has 23 and DePere has 17 employees. The job descriptions in the benchmark classifications in the two municipalities lack the complexity in job function and pay grades of the Green Bay DPW. Their public works departments do not maintain the number of miles of streets maintained by the City of Green Bay. Nonetheless, these two communities bring to this large comparability pool the local economic and labor market conditions extant in Brown County.

This comparability pool comprising 12 communities is weighted heavily toward much larger communities in the state of Wisconsin. This pool of comparable municipalities includes communities geographically proximate to Green Bay, cities in the Fox Valley and primarily in Central Wisconsin from its West to East borders. Madison, Waukesha, Racine and Kenosha provide important data about the wage rates paid by the larger cities in this state.

The comparability pool described above includes a number of communities about which the parties were unable to provide any meaningful data for the years in dispute, calendar years 2000 and 2001. Those communities are Madison and Waukesha. Accordingly, the pool of communities employed by the Arbitrator to determine average wage rates against which the wage rates of the City of Green Bay are compared and contrasted are: Appleton, Ashwaubenon, DePere, Eau Claire, Fond du Lac, Kenosha, LaCrosse, Oshkosh, Racine, and Sheboygan.

The parties identified four classifications to serve as the basis for comparing wage levels in the City of Green Bay to the comparability pool. The classifications selected are Laborer, Truck Driver, Equipment Operator, and Mechanic. The City introduced the job descriptions for these various classifications in the communities which it believes should serve as comparables here, as well as, in the comparable communities suggested by the Union. It argues that selecting classifications to which employees may

be compared without regard to their job descriptions and the kinds of duties, and more particularly the kinds of equipment, they operate would be folly.

In City Exhibit 33, the Employer lists the various job duties which the Green Bay Laborer, Truck Driver, Light Equipment Operator, and Mechanic perform. The Union attached several job descriptions to its reply brief for the Class A and Class B Mechanics in the Green Bay Fire Department, in transit and in the Water Utility. The City protests that the Union has failed to provide the job descriptions at the four benchmark classifications in the communities it alleges are comparable to the City of Green Bay. The Union comparisons are based strictly on title rather than on the basis of the duties and/or equipment operated. The City's point is well taken. The Arbitrator considered the City's argument in identifying the comparability pool.

Several other points need to be made about the comparability pool. No data was provided concerning the wage rates of Laborer and Equipment Operator in Eau Claire, although the job description for Light Equipment Operator is included in the Employer's exhibit book. Similarly, wage data for the Truck Driver classification in Kenosha was not included although the job description for Waste Collector would compare to the duties and responsibilities of some of the Truck Drivers compensated at pay grade G2, the pay rate for the Green Bay Truck Driver. The data provided does not include rates for Equipment Operator or Mechanic in LaCrosse.

Only four of the ten comparables have settled in calendar year 2001. There is insufficient data to permit the Arbitrator to compare the wage rates paid in Green Bay to those paid by comparable employers for 2001. This Arbitrator has often stated that to establish a valid comparability pool at least five settled comparables are necessary. Accordingly, the Arbitrator limits his comparability analysis to calendar years 1999 and 2000.

The Arbitrator compared wage levels at the base rate, the one year rate in the City of Green Bay. The top rate reflects the includes longevity which the parties folded into the rate of pay in previous agreements at the eighth and sixteenth year that employees are employed with the City. Comparison

of this base rate to other base rates, in essence the rate of pay absent longevity, reflects the rate that employees receive for a substantial portion of their careers in Green Bay. Normally, the Arbitrator would place the greatest emphasis on the top rate paid to employees. However, from the evidence presented it appears that other municipalities have folded in some or all longevity steps into the wage schedule after varying amounts of years. The Arbitrator does not have the data to determine whether the top rate reflects the rate paid after two years or after twenty-five years in a particular community. The base rate, the rate of the job in this case, appears as the most reliable benchmark of comparison.

### The External Comparables

The comparison of wage levels of the Laborer, Truck Driver, Equipment Operator (Light), and Mechanic in the City of Green Bay as contrasted to the wage levels paid by the comparables appear in Appendix A. The Arbitrator draws the following inferences from the chart in Appendix A.

In the base year 1998, the average wage rate paid by comparable employers was \$14.76. Green Bay paid \$14.88 to its Laborers. In 1999, the first year of the successor agreement on which the parties agree, the average wage paid by the comparables to Laborers was \$15.22. The Green Bay Laborer received \$15.29. In 2000, the Green Bay Laborer would receive \$15.75 under the City's offer. The Laborer would receive \$16.00 under the Union's offer. In 2000 the average paid to Laborers was \$15.70. In 2001, the Laborer would receive \$16.22 under the City offer and \$16.73 under the Union's offer.

In the base year 1998, the City Laborer wage level is 12¢ above the average. It goes down to 7¢ above the average in 1999, the year the parties agreed to a 2.75% across-the-board increase. In 2000 the City's offer drives the rate down toward the average to 5¢ above the average. The Union's offer places the wage rate for the Laborer above the average by 30¢.

The City argues the Green Bay Laborer has many opportunities to operate higher rated equipment and increase his earnings. There is no showing that comparable Laborers do not have the same or similar opportunities to increase their earnings. The Arbitrator finds this City argument has no merit.

At the Truck Driver classification, the City of Green Bay paid \$15.12 in 1998 as contrasted to the rate paid by comparables, \$15.61. In 1999, the rate paid in Green Bay increases to \$15.54 as contrasted to the rate paid by the comparables of \$16.10. In 2000, under the City's offer, the rate for Truck Driver increases to \$16.01 and under the Union's to \$16.26. Comparable employers paid Truck Drivers \$16.61. In 2001, the City proposal would increase the salary for Truck Drivers to \$16.49; under the Union's offer it would increase to \$17.00. The City offer starts in the base year of 1998 at 49¢ below the average. It increases to 56¢ below the average in 1999. It increases again to 60¢ below the average in 2000. Under the Union's proposal, in 2000, the Union's proposal would leave the Truck Driver at 35¢ below the average. Most telling at this classification is that at the City's offer in 2001 at \$16.49 would be less than the average paid by the comparables in 2000 for Truck Drivers.

At the benchmark classification of Equipment Operator, the Arbitrator concludes that the G6 pay grade rather than the G7 pay grade is the appropriate level of comparison under the Green Bay classification and pay scale. The G6 classification includes Equipment Operator. The G7 classification lists the particular equipment which often serve as a basis for premium pay when employees in a lower classification operate that equipment.

In 1998, the City of Green Bay paid an Equipment Operator \$15.64. The average paid by the comparables is \$15.61. In 1999, again, the year in which the parties agreed to a 2.75% increase, the Equipment Operator rate goes to \$16.07. The average paid by the comparables is \$16.10. In 2000, the Equipment Operator under the City offer would receive \$16.55 and \$16.80 under the Union's offer. The average paid by the comparables is \$16.61. In

2001, the City would pay \$17.05 under its offer. The Equipment Operator would receive \$17.56 under the Union's offer.

At the Equipment Operator classification, the City paid 3¢ above the average in the base year. In 1999, the 2.75% increase generates a wage rate that is 7¢ below the average. In 2000, the City's offer is 6¢ below the average. The Union's offer would bring the Equipment Operator rate to 19¢ above the average. The evidence does not support a finding that catch-up is necessary at the Equipment Operator classification.

Finally, at the Mechanic classification, the data is as follows. In the base year, at the G9 pay grade, the base rate paid to Mechanics in Green Bay is \$16.08. The average paid by the comparables is \$16.16. In 1999, the base rate increases to \$16.52 under both offers. The comparables pay Mechanics \$16.66. In calendar year 2000, the base rate increases under the City's offer to \$17.02 and to \$17.27 under the Union's offer. The comparables pay \$17.13 in calendar year 2000. In 20001, the rate for Mechanics would increase to \$17.53 under the City's offer and to \$18.04 under the Union's. In 1998, the City of Green Bay's rate for the Mechanic is 8¢ below the average. In 1999, it increases to 14¢ below the average. In 2000 it gets closer to the average under the City's offer at 11¢ below the average. It increases to 14¢ above the average under the Union's offer.

### Summary

The above data suggests that catch-up or some adjustment may be appropriate at the Truck Driver classification. However, there is no basis for concluding that the rates in Green Bay are declining precipitously from the average at the Laborer, Equipment Operator or Mechanic classifications. On the basis of the above data and analysis, the Arbitrator concludes that the Union has failed to demonstrate the need for catch-up during the term of this Agreement, 1999-2001.

## Ability to Pay

The Employer argues that its participation in the Wisconsin Expenditure Restraint Program (ERP) would be endangered should the Arbitrator select the Union's final offer. The purpose of the Expenditure Restraint Program is to encourage municipalities to limit the rate of increase of the local property tax. The formula takes into account the increase in equalized value and other factors, including the change in the Consumer Price Index from October through September. The State provides additional revenue to a community that complies with the restraints on spending.

Green Bay met those restraints in 1999 and in 2000. The Department of Revenue notified the City that its fund budget may increase no more than 4.6% in 2001 in order to qualify for an expenditure restraint payment in 2002. For 1999, the City received an expenditure restraint payment in the amount of \$1,756,027. In 2000, that payment increased to \$1,890,330.

Two arbitrators, both involving interest cases in the *Village of West Milwaukee*, 28606-A (Kessler, 5/96) and 28716-A (Bellman, 11/96) confronted arguments over the impact of the Expenditure Restraint Program in an interest arbitration proceeding. Arbitrator Kessler's case in West Milwaukee involved the Law Enforcement unit. The statutory criteria applicable to police and fire does not establish a hierarchy of weights. Arbitrator Bellman's case with the clerical unit does not directly address the question whether the ERP should be accorded the greatest weight as a "state law or directive lawfully issued by state legislative or administrative officer, body or agency which places limitations on expenditures that may be made or revenues that may be collected by a municipal employer."

Arbitrator Krinsky concludes in a dispatcher unit in the *City of Eau Claire*, 28982-A (9/97) that tax levy limits are not the kind of restraints referenced by Factor 7. quoted above. He did not accord tax levy limits the greatest weight. It is not clear whether the impact of the ERP was raised at all in *Eau Claire*.

The information provided by the City in the form of letters from the Wisconsin Department of Revenue, setting out the constraints on the City should it qualify for the payments, encourage restraint through the extension of a carrot, the payment of increased aid to the community that complies with the voluntary program. Here, the City of Green Bay is the recipient of the expenditure restraint payments in the years covered by the successor agreement at issue, here. The City argues that had all its other units asked for and received an additional 25¢ across-the-board or the percentage equivalent in each of those units, the Employer would not have qualified for extra aid under ERP. However, the other units are settled. The Union appears in arbitration on the basis of catch-up. The evidence presented by the City clearly establishes that it has the economic resources to pay the Union's demands and that such payment would not deprive the City of the benefit of the expenditure restraint payment in any year covered by the successor agreement. The interest and welfare of the public criterion supports the adoption of the Union's final offer. The City has the financial wherewithal to meet the Union's demand.

### **SELECTION OF THE FINAL OFFER**

In the above discussion, the Arbitrator concludes that the ability to pay criterion clearly demonstrates that the Employer has the financial resources to meet the Union's demands without suffering any loss of expenditure restraint program payments or violating any law restraining the increase in its mill rate or in the level of expenditure in any year of the successor agreement. This dispute spotlights the Union's ability to demonstrate the need for catch-up at the four classifications which comprise the bulk of the bargaining unit. For the reasons detailed above, the Arbitrator concludes that the Union has failed to establish a need for catch-up at three of the four benchmark classifications.

The Union's offer is out of sync with the internal pattern of settlements which is well established for the term of this agreement, 1999, 2000, and 2001. In addition, the evidence establishes that the City has a history of pattern settlements with its bargaining units. In the absence of

clear evidence of the need for catch-up, the selection of the Union's final offer would introduce instability in the negotiation patterns of the Employer with the various groups of its represented employees. Similarly, the cost-of-living criterion supports the Employer's final offer. The criterion "h" overall compensation does not serve to differentiate between the parties' final offers. Other benefits are not an issue, in this case. The parties have agreed to the Employer's percentage contribution toward insurance premiums.

The parties did not provide the actual dollar premium rates paid by comparable employers for health and dental insurance. The Arbitrator cannot make any meaningful comparison of the premium rates paid by Green Bay as contrasted to the rates paid by other employers. Rather, the evidence is limited to the percentage increase for health and dental premiums paid by comparable employers. The level of premiums paid by those employers may be much greater or much lower than those in Green Bay. Without evidence of the actual rates paid by the comparables for health and dental insurance premiums, it is impossible for the Arbitrator to make any meaningful comparison.

The Arbitrator prepared this Award after the events of September 11. The Arbitrator has not taken into account any change in circumstance that occurred between the close of the hearing on April 18 and the issuance of this Award.

The Employer makes reference to an arbitration award issued by Arbitrator Honeyman in the City of Green Bay (Law Enforcement Unit). Since the parties agreed to the close of the record in this matter as of the date of the hearing, April 18, the Arbitrator did not consider any arguments presented by the City relative to the Honeyman award which issued after April 18. Factor "I" does not serve to distinguish between the parties' offers.

The Arbitrator concludes that the application of the statutory criteria to the final offers of the Employer and Union for inclusion in the 1999-2001



Agreement support the inclusion of the Employer's final offer in that Agreement.

Based on the above discussion, the Arbitrator issues the following.

**AWARD**

Upon the application of the statutory criteria found at Sec. 111.70(4)(cm)7, 7.g., and 7.r., a.-j., Wis. Stats., and upon consideration of the evidence and arguments presented by the parties and for the reasons discussed above, the Arbitrator selects the final offer of the City of Green Bay for inclusion in the Agreement between Teamsters Local 75 and the City of Green Bay (Department of Public Works) for calendar years 1999, 2000, and 2001.

Dated at Madison, Wisconsin, this 11th day of October, 2001.

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Sherwood Malamud  
Arbitrator

## **APPENDIX A**

	<b><u>Laborer</u></b>				<b><u>Truck Driver</u></b>			
<b>City (base rate)</b>	1998	1999	2000	2001	1998	1999	2000	2001
Appleton	13.91	14.33	15.04	15.84	14.31	14.24	15.50	15.97
Ashwaubenon	16.11	16.77	17.28	N/S	16.64	17.30	17.81	
DePere	15.70	16.17	16.66	17.16	15.99	16.47	16.96	17.47
LaCrosse	12.29	12.68	13.02	13.36	14.76	15.20	15.66	15.89
Eau Claire	N/A							
Kenosha	14.36	14.80	15.21	N/S	N/A			
Fond du Lac	14.92	15.40	15.90	16.40	15.73	16.21	16.71	17.21
Oshkosh	14.71	15.15	15.60	NS	14.87	15.32	15.78	
Racine	16.87	17.21	17.62	18.21	17.44	17.79	18.22	18.84
Sheboygan	13.96	14.48	14.95	N/S	15.12	15.73	16.24	N/S
<b>E.O.</b>						<b><u>Mechanic</u></b>		
Appleton	14.84	15.29	16.08	16.56	15.43	15.89	16.70	17.20
Ashwaubenon	16.97	17.63	18.14		16.64	17.30	17.81	
DePere	16.59	17.09	17.60	18.13	16.94	17.45	17.97	18.51
Eau Claire	N/A							
Kenosha	14.01	14.43	14.82	N/S	13.96	14.38	14.77	
LaCrosse								
Oshkosh	15.09	15.54	16.01		16.47	16.96	17.47	
Racine	17.53	17.88	18.31	18.93	18.90	19.28	19.75	20.41
Sheboygan	14.27	14.84	15.32	N/S	15.28	15.09	16.41	N/S