

FEB - 2 2004

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

BEFORE THE ARBITRATOR

1876

In the Matter of Final and Binding Interest Arbitration Between

TEAMSTERS 'GENERAL' LOCAL UNION NO. 200

And

CITY OF GREENFIELD

WERC Case 125 No <sup>62093</sup>~~52093~~ INT.ARB-<sup>9887</sup>~~8997~~  
DEC. NO. 30685-A

I. NATURE OF PROCEEDING. This is a proceeding under Section 111.70 (4) (cm) of the Municipal Employment Relations Act. An impasse had been reached between Teamsters 'General' Local Union 200 and the City of Greenfield in collective bargaining. On August 12, 2003 The Wisconsin Employment Relation Commission issued an Order requiring final and binding final offer arbitration be initiated to resolve the impasse on matters affecting wages, hours and conditions of certain employees. The Commission having then furnished the parties a panel of arbitrators for the purpose of selecting a single arbitrator, the parties advised the Commission that they had selected the undersigned, Frank P. Zeidler of Milwaukee as arbitrator.

II. HEARING. A hearing was held in the above entitled matter at the City Hall, Greenfield, Wisconsin, on December 11, 2003. Parties were given full opportunity to give testimony, present evidence, and make argument. Briefs were supplied, the last brief being received by the arbitrator on January 21, 2004.

III. APPEARANCES.

PREVIANT, GOLDBERG, UELMEN, GRATZ, MILLER & BRUEGGEMAN, vs. By ANDREA F. HOESCHEN, appeared for the Union.

DAVIS & KIEHLTHAU, S.C. by NANCY L. PIRKEY appeared for the City.

IV. THE OFFERS.

a. The Union Offer.

1. Article 15, HEALTH INSURANCE.

.A. Hospital and Surgical insurance. Delete 1999 -2001 single \$15.00 and Family \$30.00

Add: Effective \_\_\_\_\_ (1<sup>st</sup> of month after contract is executed, employees with BCBS insurance will pay 5% of the single or family insurance premium, not to exceed \$40.00 for single coverage and \$74.00 for family coverage. City agrees to add \$400.00 to each employees annual wage range, effective \_\_\_\_\_ (1<sup>st</sup> of moth after contract is executed).

Effective \_\_\_\_\_ (1<sup>st</sup> of month after contract is executed, employees with Compcare Blue will pay 2 1/2% of the single or family insurance premium, not to exceed \$15.00 for single coverage and \$30.00 for family coverage. City agrees to add \$500.00 to each employee's annual wage range effective \_\_\_\_\_ (1<sup>st</sup> of month after contract is executed).

Effective midnight December 31, 2003, employees with Compcare Blue insurance will pay 5% of the single or family premium, not to exceed \$40.00 of single overage and \$75.00 for family coverage.

Note: No other language changes other than those necessary to incorporate the Tentative Agreements listed on the attached "Tentative Agreements" document.

## 2. HEALTH INSURANCE.

D. Accident and Sickness Insurance. Change "One Hundred Twenty-five dollars (\$125.99) to One Hundred Seventy-five Dollars (\$175.00).

3. Wages. Add 3% to each salary rate/step effective 1/1/2002 and 3% effective 1/1/2000.

4. WAGES. Eliminate Engineering Tech 1 classification wage and delete "II" from Engineering Tech II (both effective 1/1/2003)

Effective 1-1-2003, create GIS Technician and wage/step rates in Range 7, level as

Step 1.	Step 2	Step 3	Step 4	Step 5
1,575.15	1,630.27	1,687.34	1,746.40	1, 802.52

(Therefore, elective 1-2-2003, Craig would move into Step 1, and Jeff would move into step 3).

Both Engineering Tech and GIS Technician would have 3% additional increase for Registered Land Survey certification.

Effective 1-1-2003, add 3% increase to each respective step for 1 additional certification and another 3% increase for another additional certification to the Electrical/ Plumbing Inspector Range Position.

## B. City of Greenfield Offer.

(1) ARTICLE 13 – SICK LEAVE. Revise Section D. to read as follows:

Retirement Pay. At the time of retirement, an employee shall be paid in cash fifty percent (50%) of his/her accumulated unused sick leave, not to exceed seventy-five (75) days maximum, at their regular rate of pay. Upon death, the retirement gratuity will be paid to the beneficiary or estate. Such retirement annuity shall not be paid in the event of termination of employment, or for any reason other than retirement. This accumulation requires five (5) years of service.

(2) ARTICLE 15 - HEALTH INSURANCE.. Revise the first paragraph of Section A to read as follows:

Hospital and Surgical Insurance. The City shall provide hospital and surgical insurance coverage which is substantially equivalent to current coverage, for single employees and for employees with families provided the employee in either case has fulfilled the eligibility requirement of the City's hospital insurance program. The family coverage is for employees who have one or more dependents as hereinafter defined. A 'dependent' means spouse (husband or wife) of the employee and their children (including stepchildren and adopted children). All employees shall pay 5% of the single or family premium to a maximum of \$15 per month for the single premium and \$30 per month for the family premium. Effective January 1, 2003, the employee share of the premium will remain 5% of the premium to a maximum of \$40 per month for single coverage and \$75 per month for family coverage.

(3) ARTICLE 15 – HEALTH INSURANCE. Add a new Section ( to read as follows:

Post Employment Health Plan. The City of Greenfield agrees to participate in the Post Employment Health Plan for collectively bargained public employees (Plan) in accordance with the terms and conditions of the Plan's Participation Agreement. The parties designate Nationwide Retirement Solutions to act as administrator or its successors appointed in accordance with the Plan and its Trustee.

Upon termination, a percentage (determined annually by a majority of the bargaining unit members), of the eligible employee's accumulate sick leave balance that would otherwise have been paid to the eligible employee had the employer not participated in the Plan shall be contributed to the Plan, and any balance of the payout shall be given to the employees, as in the past.

(3) WAGE SCHEDULE. Provide the following:

- a. Effective January 1, 2002 3.00% across the board wage increase.
- b. Effective January 1, 2003 2.00% across the board wage increase.
- c. Modify the job title of "Engineering Technician I" to "Engineering Technician."
- d. Modify the job title of "Engineering Technician II" to "GIS Technician."

e. Place GIS Technician Jeff Tamblyn at top step of GIS technician range and place GIS Technician Craig Skala at Step 4 of the GIS Technician range.

f. Modify language to indicate that GIS Technician and Engineering Technicians will receive an additional 3% for survey certification.

V. STIPULATIONS. Although the statements of Tentative Agreements on the proposed contract of the parties are stated somewhat differently by the respective parties, it is the arbitrator's understanding that there are no other issues, at least major issues, to be settled between the parties.

#### VI. FACTORS TO BE CONSIDERED BY THE ARBITRATOR.

##### Section 111.79 (4) (cm)

7. "Factor given greatest weight." In making any decision under the arbitration proceedings 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 arbitrator procedures authorized by this paragraph, the arbitration or arbitration panel shall also give weight to the following factors:

- a. The lawful authority of the municipal employer.
- b. Stipulation of the parties.
- c. The interest 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 wage, hours and conditions of employment of other employees performing similar services.
- e. Comparison of the wages, hours and condition 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 employees of the employees in private employment in the same community and in comparable communities.
- g. The average consumer prices for goods and service, commonly known as the cost of living.
- h. The overall compensation presently received by the municipal employees, including direct wage compensation sanction, holidays and excuse time, insurance and

pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits recited.

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

VII. **LAWFUL AUTHORITY.** There is no issue here of the lawful authority of the City to meet the terms of either offer. There is no issue here involving the issue of application of the consideration of "greatest weight" to be applied.

VIII. **COSTS.** Neither party provided information on the total costs of either offer. The City has not raised the issue of inability to meet the costs of either offer, but states that costs of the Union offer are greater than the costs of the City offer. There is no issue here involving that of "greater weight" to either offer.

IX. **COMPARABLE MUNICIPALITIES AND INTERNAL COMPARABLES.**

The Union in exhibits cited news articles<sup>3</sup> of arbitrated settlements in three municipalities - Cudahy, Oak Creek and Brookfield. The implication is that these three municipalities are considered comparable to Greenfield.

The City in its Exhibit 14 specially cited municipalities it considers comparable. They are Brookfield, Cudahy, Franklin, Greenfield, Hales Corners, Muskego, New Berlin, Oak Creek, South Milwaukee, Wauwatosa and West Allis. This selection is based on an arbitration award of 4/30/93 by Arbitrator Mueller. These listed municipalities will be accepted here as comparables.

Both parties refer to internal comparables. There are six groups of organized employees in Greenfield in addition to the Professional Association. These Unions are the Firefighters, Police, Police Clerical Employees, Police Supervisors, Public Works Employees, and Clerical Association. The City has made some reference to the non-represented employees.

X. **TERM OF PROPOSED AGREEMENT.** The issue is over terms in an agreement between the parties to cover the years 2002 and 2003.

XI. **EMPLOYEES IN THE PROFESSIONAL ASSOCIATION.** Because of the diversity of the type of employees in Teamster General Local Union 200 who are considered professionals, the following listing is made: Accountant, Engineering Tech I and II, Information Systems Specialist, Building Inspector (3 classifications), Deputy Assessor, Environmental Health Specialist, Public Health Nurse, Information Systems Analyst, Electrical/Plumbing Inspector, Assistant City Engineer.

XII. **HEALTH INSURANCE.** A principal issue here between the parties is found in the proposed provisions for health insurance. First it should be noted that City Exhibit 7 shows that five unions of Greenfield have a nearly uniform pattern of having agreed with the City on a 3% wage increase for 2002 and for 2003. They also have

settled on paying 5% of the insurance premium in 2002 up to \$20.00 for single coverage and up to 37.50 for family coverage in the year 2002, and in the year 2003 they have again agreed to pay up to 5% of the health insurance premium, but now up to \$40.00 a month for the single coverage and \$75.00 for family coverage.

The City is making the same offer now to the Union. As noted foregoing, the Union offer on the issue is more complex. For employees under the Blue Cross Blue Shield insurance, the Union is offering to pay 5% of the coverage with the \$40 and \$75 caps, but this payment is to begin not retroactively, but on the first of day of the first month after the contract is executed. The Union offer for employees under the Compcare Blue plan is that on the first month after the contract is executed they would pay \$25 of the premium with a maximum of \$15 for single coverage and \$30.00 for family coverage. However after 12/31/03 persons with Compcare Blue coverage would pay \$40 per month for single coverage and \$75.00 for family coverage.

The Union is also asking that on the first day of the month after which the contract is executed that the City add \$500.00 to the annual wage rate of the employee. The reason for this is stated in terms of quid-pro-quo.

Table 1 following is abstracted from City Exhibit 7.

Table 1  
COMPARISON OF EMPLOYEE CO-PAY FOR HEALTH INSURANCE  
IN SELECTED YEARS.

	Premium		Employees' Co-pay	
	Single	Family	Single	Family
2002				
BCNS	381	1,105	15	39
Compcare Blue	427	1,100	0	0
2003				
			City Offer	
BCBS	381	1,105	19.5	55
Compcare Blue	427	1,100	22	55
			Union Offer	
BCBS	381	1,105	19.5	55 after contract
Compcare Blue	427	1,110	10.7	27.5 after contract
			21.5	55 after 12/31/03

City Exhibit shows that in 2003 members of the Teamsters Union had deducted from their wages \$15.00 for single BCBS coverage, \$30.00 for BCBS family coverage, and had zero dollars deducted for Compcare Blue single or family coverage. In comparison in 2003 DPW employees had \$27.63 deducted for BCBS single coverage, \$55.26 for BCBS family coverage, and \$27.52 for Compcare family coverage and \$10.50 for Compcare single coverage. A similar disparity but with different dollars amounts

existed in 2002.

City Exhibit 16 was a chart of employee contributions for health insurance made in comparable municipalities. Two municipalities had no payment required of employees for health insurance. Five municipalities have a single plan toward which employees contribute. Six cities have multiple plans toward which employees can contribute. Greenfield city top rate of \$21.36 for single health insurance coverage is exceeded by the top rate in eight comparables. Greenfield City's proposed top rate of \$56.26 for family coverage is exceeded by seven comparables, and matched by an eighth, Hales Corners. As noted herein earlier the rates proposed in the Union offer have similar tops, but the difference is that they are not retroactive to January 1, 2003 as is the City offer.

Union Position Summarized. The Union asserts that the Union offer for health insurance is justified even if not comparable with the internal settlements of other Greenfield employees. The Union is agreeing and this will cost the employees \$303.12 for family coverage more each year than if they had maintain their present position. The agreeing to pay up to 5% of the premium cost the employees an additional \$236.88. The Union holds that in the previous contract period seven of Professional employees because of their selection of a Compcare Blue plan saved the city money as compared to the higher cost Blue Cross/Blue Shield plan.

City Position Summarized. The city generally is stressing that its offer on health insurance, as well as wages, meets the test of internal comparability to other bargaining units. It states that the Union offer on health insurance is dramatically different. The following table is derived from a table in the City brief.

Table 2  
EMPLOYEES' CONTRIBUTION TO HEALTH INSURANCE

City offer	Blue Cross/Blue Shield		Compcare Blue	
	Single	Family	Single	Family
	\$19.06	\$55.26	\$21.38	\$55.06
Union offer				
Effective 12/31/03	\$19.06.	\$55.26	\$21.38	\$55.06
Effective first of month after Contract	\$19.06	55.06	\$10.68	\$27.61

The City notes that under the Union proposal on health insurance the proposal is not internally comparable. The Professional Union will pay no increased amount in 2003 and probably not until March, 2004. This is a windfall. The City also states its cost for health insurance premiums under its offer will be \$114,609 and under the Union offer \$120,042.

Discussion. The evidence here is that the City offer meets the test of internal comparability with other bargaining units and the health care costs of the City proposal are not out of line with external comparables. Further, the terms of the Union proposal for persons under the Compcare Blue Plan, when strictly applied, mean that these rates will drop after the contract is executed. As the arbitrator reads the terms of the proposed provision, after 12/31/03 persons in the Professional Union will pay the same rate as the other bargaining unit employees, but after the contract comes into effect the rates will drop. The original intent of the Union in making the proposal for a lower rate for Compcare Blue subscribers may have been done in the expectation that a contract settlement would be arrived at sooner than 12/31/03. This reading of the contract militates against acceptance of the Union offer. The conclusion here is that the offer of the City on health care is the more comparable and reasonable.

XIII. HEALTH INSURANCE CARRIER. The City proposes a change in the language of Article 15 - Health insurance. The proposed language change is, "The City shall provide hospital and surgical insurance coverage which is substantially equivalent to current coverage...." This language replaces language in the previous contract which says, "The City shall provide hospital and surgical insurance coverage, which is comparable to or better than current coverage....."

The Union proposal would retain the former language.

The City holds that its proposed language would allow it to change health insurance carriers and the language is consistent with the language in other bargaining unit contracts.

Discussion. The City's proposed change in language offering to provide health insurance is a downgrading from the previous contract language in that the prospect of the City providing better health insurance coverage is eliminated and the City agrees only to try to provide health insurance equivalent to what has been provided in the past. The language proposed by the City is more consistent with the current language in other bargaining unit contracts, but it is a downgrading as far the interests of the employees is concerned. The arbitrator here holds that the Union proposal for the status quo is the more equitable.

XIV. WAGES. For both parties the matter of wages is considered a main point of difference. The Union cites this as the outstanding issue. As noted in both offers, there is an acceptance of a 3% increase in wages across the board in both years of the proposed Agreement. However the Union offer includes a proposal to add \$500.00 to each employee's wages at their respective wage steps. This is not a one time proposal but is understood as a basic increase in wage levels. Exhibits show that the members of five other Greenfield bargaining units received 3% increase in both 2002 and 2003.

The following table is derived from Employer Exhibits 15.

Table 3

BI-WEEKLY TOP WAGE COMPARISONS AMONG EXTERNAL COMPARABLES



Position	No. of Comparables	Year	Top Rate, Aver.	Greenfield
Public Health Nurse	7	2002	1686	1687
	6	2003	1813	1880
Electrical/ Plumbing Inspector <sup>0</sup>	10	2002	2069	1920
	9	2003	2173	1978
Engineering Technician	9	2002	1517	1537
	9	2003	1553	1585

Union Position Summarized As the arbitrator perceives it, the Union presents at least two major reasons for the proposal to add \$500 to all wages rates. The first of these is that the Union by agreeing to higher contributions for insurance premiums costs the Union members more than \$600.00 Therefore there is required from the City something as a quid-pro-quo. In the year 2000 all other bargaining units received a 3% increase but the Professionals union received only 2.5%. In the year 2001 the other bargaining units received another 3% increase but the Professionals union received only a 2% increase. Thus, although the Union does not use the term, there is implied here the necessity of a catch-up.

The Union strongly emphasizes the principle of applying a quid-pro-quo and makes this point its main argument for the proposal. It cites arbitral opinion supporting the idea that where a change is made in standing agreements, the side making the party proposing the change needs to offer something in exchange. The Union cites arbitral opinion that a party which proposes a change from a previous agreement has to show that a problem exists which needs to be addressed, show that the proposed solution to the problem reasonably addresses the problem, and then provide a quid-pro-quo.

The Union further argues that in the case of the other bargaining units, at the time they accepted increased health insurance contributions, they received a quid-pro-quo in the form of higher wage levels and better working conditions, including better disability and sick leave benefits. In the previous contract period the Professionals had lower wages, lower disability benefits and less sick leave payout.

The Union in its brief noted the greater amounts of money three of the classifications would have received if the Union had had a 3% wage increase in both years. The following table is derived from the Union exhibit in its brief.

Table 4  
ADDITIONAL DOLLAR AMOUNTS PROFESSIONAL EMPLOYEES  
WOULD HAVE RECEIVED UNDER 3% WAGE INCREASES.

	<u>2000 - 2.5% v. 3%</u>	<u>2001 - 2% v. 3%</u>
Accountant	160	493
Building Inspector	189	483
Assistant City Engineer	225	691

The Union states that the above table still underestimates the loss to these employees because new advances are built on old wage rates.

City Position Summarized. The City holds that its offer provides internal consistency with settlement in our Greenfield bargaining units. It holds, too, that arbitrators give great weight to internal consistency so that bargaining units do not engage in whipsawing. No other bargaining unit has received the kind of additional payment to its wage levels such as the Union here is asking. The 3% across the board settlement for Greenfield bargaining units has set the pattern to be followed here.

The City says that the Union offer for wages amounts to a more than 4% increase for 2003 for most positions among the Professionals. The following table is derived from a table in the City brief:

Table 5  
PERCENTAGE WAGE INCREASE IN 2003, UNION OFFER

<u>Position</u>	<u>Annual Wage</u>	<u>% Increase</u>
Accountant	#41,798	4.25
Code enforcement Officer		
IS Specialist	44,261	4.18
Building Inspector )		
Deputy Assessor )	49,305	4.05
Ed. Health Spec. )		
Health Nurse IS Analyst )		
Electrical/Plumbing Insp.	51,417	4.00
Asst. City Engineer	8,257	2.90

The City also argues that no quid-pro-quo here is required for employees making a higher contribution to health care premiums because of the critical nature of rising health care costs, and it cites other arbitral opinions in support of this view. It also argues that no quid-pro-quo is required in face of the internal consistency of the City offer to all bargaining units of a 3% increase for each of two years. The City cites 13 arbitration decisions where arbitrators support internal comparability particularly based on where voluntary settlements have been reached earlier among other bargaining units. The City says that the Professionals Union should not be rewarded for being a hold-out.

Discussion. Three major arguments need to be considered on the wage issue. One is whether a quid-pro-quo is needed for reasons of balancing off increased employee contributions toward health insurance premiums, and another is whether there is a need for a catch-up after a previous contract. The third question is whether internal consistency on wage increases among other bargaining units should be recognized as the dominant factor here.

Concerning the need for a quid-pro-quo to be given the Union members because of their increased contributions to health insurance premiums, the argument of the City that the rising costs of health insurance premiums needs to be considered apart from any

quid-pro-quo is meritorious. The trend has been toward increased contributions from employees toward health insurance premiums because of the rapidly rising costs, and bargaining units have accepted this fact though reluctantly.

The City position here is supported on this point.

Concerning whether an increase of \$500 per employee to be incorporated in the wage level as a matter of catch-up because of the last contract, certainly on the face of the matter this offer seems to have merit. In the last round of contracts in Greenfield, the Professionals received a 2.5% increase for 2000 and a 2% increase for 2001 when from the reports it is said that the other bargaining units received 3% increases in both years. However neither party furnished in its exhibits sufficient information for this arbitrator to ascertain what facts and considerations were given and accepted in the previous contract between the parties, and whether the Professional Union because of lower health care costs had this balanced off against higher wage increases. The arbitrator is therefore reluctant to make a judgment that there was not a balance of some kind achieved between the City and the Professionals Union in the last bargaining round, a balance that was adverse to the Professionals when compared to other internal settlements.

This leaves the matter to be considered as to what happens if the \$500 wage addition is incorporated in the permanent wage rates of the City of Greenfield as compared to positions of a similar type externally. The evidence supplied is relatively meager, but City Exhibit 5 shows that the City offer for Public Health Nurse and Engineering Technician is above the average wage level offered in comparable municipalities, while the rate for Electrical/Plumbing Inspector is below the average. The rates shown in this exhibit are monthly rates, and to these rates would be added under the Union Professional Union offer and average an additional \$41.67 a month. The Union offered based on need for a catch-up may not be unreasonable, but in absence of sufficient information on how the last settlement was reached and what the impact of adding \$41.67 per month to other wages levels in the Professional Union as compared to externals, the information is insufficient to conclude that the principal of catch-up should be the deciding factor here.

Since the concept of a \$500 increase in wage levels for a quid-pro-quo is not supported and since the City offer on percentage increase of base wages is comparable internally, these two factors outweigh the claim for a catch-up, especially since the history of the issues involved in the previous contract are not known to the arbitrator.

#### XV. WAGES: ENGINEERING TECHNICIAN, GIS TECHNICIAN.

The parties are making different offers on the positions of Engineering Technician and GIS Technician.. The offers on these issues although stated earlier are repeated here for clarity.

##### Union Offer:

Eliminate Engineering Tech I Classification and delete "II" from Engineering Tech II (both effective 1-1-2003)

Effective 1-1-2003, create Technician and wage/step rates in Range 7 level as follows:

Step 1	Step 2	Step 3	Step 4	Step 5
1,575.15	1,630.27	1,687.34	1,746.40	1,807.52

(Therefore, effective 1-1-2003 Craig would move into Step 1 and Jeff would move into Step 3).

Both Engineering Tech and GIS Technician would have 3% additional increase for Registered Land Survey certification.

Effective 1-1-2003, add 3% increase to each respective step for 1 additional certification and another 3% increase for another additional certification to the Electrical/Plumbing Inspector Range/Position.

#### City Offer.

Wage Schedule: Provide for the following:

- a. Effective January 1, 2002 3.00% across the board wage increase.
- b. Effective January 1, 2003 3.00% across the board wage increase.
- c. Modify the job title of "Engineering Technician I" to "Engineering Technician."
- d. Modify the job title of "Engineering Technician II" to "GIS Technician."
- e. Place GIS Technician Jeff Tamblyn I at top step of GIS Technician range and place GIS Technician Craig Skala at Step 4 of the GIS Technician range.
- f. Modify language to indicate that GIS Technician and Engineering Technician will receive an additional 3% for survey certification.

City Exhibit 6 is a letter from Barbara S. Blumenfield, PH. D., Director of Human Resources of the City of Greenfield, to Mr. Jeff Tamblyn and Mr. Craig Skala.. This letter informed them that by unanimous action the Common Souncil changed their job title from Engineering Technical to Geographic Information system (GIS) Technician to more accurately reflect the work that they have been doing.. The title change was accompanied by a position description change which was said to more accurately reflect the job they had been doing. A revised job description was sent.

A basic description of GIS Technician states, "Purpose of Position. The Geographic Information Systems Technician works with the development, conversion, programming and maintenance of data from various sources as part of the City's geographic information system, assists various departments with GIS applications and functions and when needed, performs routine engineering, planning, inspection and zoning duties relating to the construction, enforcement and maintenance of city projects and development." A large variety of duties is spelled out in the job description.

City Exhibit 6-a provided a job description of Engineering Technician.

"Purpose of Position. The Engineering Technician performs drafting, inspection and routine engineering duties incidental to the construction, enforcement and maintenance of public works projects and does minor surveying."

Neither party furnished job descriptions of Engineering Technician I and Engineering Technician II.

It was the testimony of Mayor Seider of Greenfield at the hearing that the work the affected employees had been doing had not changed by that the job title was changed to reflect what they had actually been doing.

The Union did not expand on the offer at the hearing or in the brief, but the implied reason for the proposal for a higher pay range is that a new and more responsible position has been created and the change in title and job description is to be read this way.

The City supplied a table in its brief from which this the following table is extracted.

PROPOSED GIS TECHNICIAN TOP WAGE RATES.

2002 Wage rates with 35 increase	\$1,634.10
City Offer, 2003	\$1,683.12
Union Offer, 2003	\$1,807.52
Percentage increase	10.61%

There have been three Engineering Technicians in Greenfield. From the testimony of the Mayor two of the Engineering Technicians have been doing GIS work and their new job description properly describes the work they have been doing. The third has not been doing GIS work. The Union is concerned that the third Engineering technician now can not advance in the steps of the job title, "Engineering Technician".

The position of the City is that a 10.61% for the positions is not justified since the duties of Technician II now described as GIS Technician have not changed.

Discussion. In the absence of any previous job description of Engineering Technician I and Engineering Technician II, the arbitrator can not tell if the position of Engineering Technician II has been upgraded to justify a higher pay range for the position of GIS Technician. Nevertheless even though the Union did not address this issue in its brief, yet the arbitrator is constrained to ascertain if the proposal has merit. The employment of comparison with similar positions in other municipalities is one way to ascertain what merit the Union proposal on GIS Technician has. GIS Technician in Greenfield has been rated as equivalent with the highest Engineering Technician classification. Comparison of top wages paid the highest Engineering Tech or GIS Tech classification can be made with comparable municipalities. A comparison results in the following table.

TOP WAGES FOR ENGINEERING AND/OR GIS TECHNICIAN  
(Late 2002 or 2003)

<u>Municipality</u>	<u>Job Title</u>	<u>Bi-weekly Rate</u>
Brookfield	Engineering Tech.	\$ 2098
Cudahy	Engineering Tech. II	1986
Franklin	Engineering Tech.	1718

Muskego	Engineering Tech. VI	1357
	GIS Tech.	1357
New Berlin	Engineering Tech. IV	1462
Oak Creek	Sr. Engineering Tech.	2182
	GIS Coordinator	2048
South Milwaukee	Engineering Aide III	1647
Wauwatosa	Engineering Tech, IV	2057
West Allis	Engineering Tech. V	2045
	GIS	1683
Greenfield		
	Union Offer	1807
	City Offer	1683

On the basis of this table the arbitrator is of the opinion that the Union offer of advancing the GIS Technician to a higher pay range is supported by external comparables, since the City offer is on the low range of present comparable positions.

XVI. COST OF LIVING. City Exhibit 17 gives data on the CPI-U and CPI-W from which the following table is abstracted:

XVI. CONSUMER PRICE INDICES ANNUAL INCREASE

Date	CPI-U	CPI-W
December, 2001	1.6	1.3
December, 2002	2.4	2.4
October, 2003	2.0	1.9

The wage offer of the City at 3% therefore exceeds the two CPI indices and the City need not go higher.

XVII. In summary, the offer of the City of Greenfield is found more comparable for the issues of health care and wages. The offer of the Union is found more comparable for the wage increase for GIS Technician. The wage level decided upon by the parties at 3% across the board is comparable to external conditions and the City need go no higher. This wage level exceeds the change in the Consumer Price Index. The conclusion here is that the City offer more nearly fits the terms of the statutes for comparable wage and working conditions offered.

XVII. AWARD. The offer of the City of Greenfield in the proposed agreement with its Professional Employees under Teamsters 'General' Local 200 should be incorporated in the new agreement.

*Frank P. Zeidler*

FRANK P. ZEIDLER

Arbitrator

Milwaukee, Wisconsin

Dare January 29, 2004