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STATE OF WISCONSIN

BEFORE THE ARBITRATOR

WISCONSIN SVP OYMENT RELATIONS COMPLETION

In the Matter of the Petition of	1	
LOCAL 1672, GREEN BAY MUNICIPAL	t t	
EMPLOYEES (Bridgetenders) AFSCME, AFL-CIO	I I I	Case LXXI No. 24662 MED/ARB - 408
To Initiate Mediation/Arbitration between said Petitioner and	r T	Decision No. 17173-A
CITY OF GREEN BAY	r 1	

Appearances:

Mr. James W. Miller, Representative, Bay District, AFSCME, appearing on behalf of the Union.

Mr. Donald A. Vanderkelen, Labor Negotiator, City of Green Bay, and Mr. Ernest Johnson, Personnel Director, City of Green Bay, appearing on behalf of the Employer.

ARBITRATION AWARD:

On August 27, 1979, the Wisconsin Employment Relations Commission appointed the undersigned Mediator-Arbitrator, pursuant to Section 111.70 (4)(cm) 6.b. of the Municipal Employment Relations Act, in the matter of a dispute existing between Local 1672, Green Bay Municipal Employees (Bridgetenders), AFSCME, AFL-CIO, referred to herein as the Union, and the City of Green Bay, referred to herein as the Employer. Pursuant to the statutory responsibilities the undersigned, on September 27, 1979, conducted a mediation meeting between the Union and the Employer which failed to resolve the matters in dispute between the parties; and the parties on September 27, 1979, having waived the statutory provisions of Section 111.70 (4)(cm) 6.c., which require written notice from the Mediator-Arbitrator of his intent to arbitrate, and that the Mediator-Arbitrator provide a time within which the parties may withdraw their final offer, presented evidence in arbitration proceedings. The parties were present at the arbitration proceedings and were given full opportunity to present oral and written evidence and to make relevant argument. The proceedings were not transcribed, however, briefs were filed in the matter which were received by the arbitrator by October 29, 1979.

THE ISSUES:

The final offers of the parties as certified to the Wisconsin Employment Relations Commission are set forth as follows:

UNION FINAL OFFER:

 WAGES January 1, 1979 40¢ per Hour

July 1, 1979 20¢ per hour additional

- 2. WISCONSIN RETIREMENT Increased from \$40.00 per month to \$45.00 dollars per Month.
- 3. One (1) additional holiday (Employees Birthday or some other mutually agreeable day).

- 4. Life Insurance increased to \$20,000.
- 5. One (1) week of Vacation to be used during navigation season for employees with more than three (3) years of service.
- 6. Modify the existing vacation allowance so that the following will be granted:

17 working days vacation in the 12th year of service. 18 working days vacation in the 16th year of service. 25 working days vacation in the 25th year of service.

EMPLOYER FINAL OFFER:

- 1. Increase hourly rates \$0.40 per hour, effective April 1, 1979, with an additional \$0.05 per hour, effective June 1, 1979.
- 2. Increase the employer's payment of the employee's share of the pension plan by \$5.00 per month.
- 3. Addition of one personal leave day to be the employee's birthday or alternate day upon agreement of the employee and City management.
- 4. Increase the life insurance coverage for all employees to \$20,000 from \$10,000.
- 5. Modify the existing vacation allowance so that the following will be granted:
 - 17 working days vacation in the 12th year of service.
 - 18 working days vacation in the 16th year of service.
 - 25 working days vacation in the 25th year of service.

DISCUSSION:

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The certified final offers include proposals from both parties with respect to Wisconsin Retirement Fund, an additional holiday, increased life insurance, and a modified vacation schedule, which are identical in the final offers of both parties, consequently, the foregoing issues need not be addressed in this discussion.

Remaining in dispute are two issues, wages, and the time at which one week of an employee's vacation may be taken. Each of the disputed issues will be discussed separately below, and the undersigned in his deliberations will give weight to the statutory criteria set forth in Wisconsin Statutes 11.70(4)(cm) 7.

WAGE DISPUTE

Both parties propose an initial increase of 40¢ per hour. The Employer offer proposes an effective date of April 1, 1979, for the 40¢ per hour increase, whereas the Union offer proposes a 40¢ per hour increase effective January 1, 1979. The undersigned is satisfied that the difference in the effective date of the 40¢ per hour offer does not constitute a dispute on this issue between the parties, since bridgetenders began work in 1979 on April 1st, and there were no hours to apply the retroactivity prior to that date. Consequently, no attention need be given to the disparity of dates for the 40¢ per hour proposed by both parties. What is disputed on wapes is a second increase both parties propose during the year 1979. The Employer proposes an additional 5¢ per hour effective June 1, 1979, and the Union proposes an additional 20¢ per hour effective July 1, 1979. With respect to the wage issue, then, the undersigned must determine whether the 60¢ per hour increase on the rates proposed by the Union for the year 1979 should be adopted, or whether the 45¢ per hour increase on the rates proposed by the Employer should be adopted.

At hearing both parties submitted evidence with respect to bridgetenders' rates in other jurisdictions. Additionally, the Union submitted evidence showing

a comparison of bridgetenders' rates with common labor rates in other jurisdictions. The following table, taken from Union Exhibit #3 and Employer Exhibit #7 shows the comparison of rates of pay among bridgetenders in other jurisdictions, as well as the relationship of bridgetenders' wages to common labor wages in those same jurisdictions:

RATE COMPARISONS

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Municipality	Bridgetender	Common Labor
Door County	\$ 6,20	\$ 6.20
Kaukauna	6,15	6.15
Appleton	5.97	6.07
Sheboygan	5,83	5.34
Manitowoc .	5.55	5.51
Oshkosh	4.41	5.85
Green Bay (City Offer) total increase 45d	5.85	6.19
Green Bay (Union Offer) total increase 60¢	6.00	6.19

A review of the foregoing evidence leads the undersigned to conclude that the Union has failed to establish that a comparison between bridgetenders and common labor rates is valid. Specifically, at 111.70 (4)(cm) 7.d. the Statutes direct the Arbitrator to consider comparison of wages of the municipal employees involved in these proceedings with the wages of other employees performing similar services and other employees generally in public employment in comparable communities. The foregoing provision of the statute has been construed consistently by arbitrators to mean that policemen should be compared to other policemen, firemen with other firemen, etc. From the above, it follows that bridgetenders should be compared with other bridgetenders and not with common laborers, unless it is clearly and definitely shown that the duties of bridgetenders and common laborers are identical, or that there is a consistent practice among all other employers that bridgetenders are baid the same wage rates as common laborers. Since there is no showing in the record that the duties of bridgetenders and common laborers are identical; and since the foregoing table shows that there are only two of the six other municipal employers who pay the same rate of pay to bridgetenders and common laborers; the undersigned rejects the comparison of bridgetender rates to common labor rates which the Union urges.

With respect to comparisons of bridgetenders' pay arong comparable communities, the table shows that the Union offer would establish a rate of pay which would place the Green Bay bridgetenders in third position behind Door County and Kaukauna, while the Employer's offer would place the bridgetenders of Green Bay in fourth position behind Door County, Kaukauna and Appleton. Furthermore, the Union offer would place the Green Bay bridgetenders $3\not$ an hour ahead of Appleton bridgetenders, while the Employer offer would place the Green Bay bridgetenders $12\not$ per hour behind the bridgetenders in the City of Appleton. The disparity in rates in comparing only Appleton and Green Bay bridgetenders might be quite persuasive, except for the bargaining history which shows that in the last round of bargaining the rates of pay for the bridgetenders of the City of Green Bay were increased by 19%. (City Exhibit #5) Since the Employer offer here places the bridgetenders at precisely the midpoint among comparable communities, it cannot be said that these employees are not being paid within the range of rates paid to bridgetenders in other jurisdictions. Given the sizeable increase negotiated in the last round of bargaining, the undersigned concludes that the Union proposal on wages should be rejected, and the Employer proposal on wages should be adopted.

VACATION SCHEDULING

The bridgetender employees of the Employer work from April 1 through the close of the navigation season in November. The Union has proposed that employees with three years of service or more be permitted to take one week of vacation during the navigation season. The terms of the predecessor Agreement with respect to vacations at Article IV provide: "Vacations will not be permitted during the navigation season." The Employer wishes to continue the prohibition against vacations during the navigation season. In evaluating the practices of comparable employers, using the same employers as set forth in the discussion of wages, Green Bay stands alone in prohibiting vacations during the navigation season. (Union Exhibit #4 and the Oshkosh Contract) The overwhelming industry practice, then, is to permit vacations during the navigation season.

The Employer contends that with respect to Kaukauma only the senior bridgetender is permitted to take vacation during the navigation season, and other bridgetenders are not. The undersigned has reviewed the Kaukauma collective bargaining agreement and can find no basis in the vacation provision of that agreement which would verify the Employer contention. However, even assuming that the Employer's contention with respect to Kaukauma bridgetenders is accurate, the balance of the evidence with respect to vacations for bridgetenders is overwhelmingly in favor of the Union proposal. It follows, then, that the Union proposal for vacations during the navigation season is justified, however, the undersigned notes that there is no way that this provision can be applied retroactively so as to permit vacations to be taken during the term of this Agreement.

SUMMARY AND CONCLUSIONS:

The undersigned has found that the Employer's wage offer should be adopted if it were standing alone, and that the Union's vacation scheduling proposal should be adopted if that issue were standing alone. If the Union proposal with respect to vacation scheduling had application during the term of the instant Agreement, the undersigned would be inclined to adopt the Union proposal in its entirety. Since there can be no application during the term of this Agreement of vacation scheduling proposal of the Union, the undersigned now determines that the Employer offer is to be adopted. After a consideration of all of the evidence, the final offers of the parties in their entirety, the stipulations of the parties, the arguments of counsel, and after consideration of the statutory criteria, the undersigned makes the following:

AWARD - -

The final offer of the Employer, as well as the stipulations of the parties which reflect prior agreements in bargaining, are to be incorporated into the Collective Bargaining Agreement for the year 1979.

Dated at Fond du Lac, Wisconsin, this 29th day of November, 1979.

Kerkman Mediator-Arbitrator

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