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WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

In The Matter Of The Arbitration Between: )  
THE CITY OF MILWAUKEE, )  
-and- )  
LOCAL NO. 75, JOURNEYMEN PLUMBERS AND )  
GAS FITTERS UNION, AFL-CIO )

Decision No. 17197-A

Appearances: Goldberg, Previant & Uelman, Attorneys at Law, By: Marianne Goldstein,  
for the Union  
James B. Brennan, City Attorney, By: Nicholas M. Sigel, for the Employer

Local No. 75, Journeymen Plumbers and Gas Fitters Union, AFL-CIO, hereinafter referred to as the Union, is the certified exclusive collective bargaining representative of all regular employees having the classification of Plumbing Inspectors, Building Equipment Plan Examiners and Plumbing Plan Examiners employed by the City of Milwaukee, hereinafter referred to as the Employer. The Union and the Employer have been parties to a collective bargaining agreement covering wages, hours and conditions of employment that expired on December 31, 1978. On August 1, 1978, the Union served a notice on the Employer to open negotiations with respect to the terms and conditions of employment to be included in a collective bargaining agreement to succeed the agreement that was to expire on December 31, 1978. The parties exchanged their initial proposals on April 9, 1979, and on May 29, 1979, the Union filed a petition with the Wisconsin Employment Relations Commission requesting the initiation of a mediation/arbitration pursuant to Section 111.70(4)(cm) of the Municipal Employment Relations Act. An investigation was conducted by a member of the commission's staff on June 21, 1979 and it was determined that the parties were at impasse in their negotiations. During that investigation the parties exchanged their final offers and submitted them to the investigator, who then notified the parties that the investigation was closed. After the close of the investigation the parties agreed to permit the Union to submit an amended final offer which was received on July 9, 1979. The amended final offer of the Union is attached hereto as Addendum 'A' and the Employer's final offer is attached hereto as Addendum 'B'.

The investigator advised the Wisconsin Employment Relations Commission that the parties remained at an impasse. The commission certified that the conditions precedent to the initiation of mediation/arbitration as required by Section 111.70(4)(cm) 6 had been met and it issued an order appointing the undersigned as the mediator/arbitrator. A mediation session was held at Milwaukee, Wisconsin on October 8, 1979 and no agreement was reached. The undersigned determined that there was no possibility of agreement by the parties and the arbitration phase of the proceedings was conducted on October 25 and 26, at Milwaukee, Wisconsin. A court reporter was present and prepared a transcript consisting of two hundred and fifty-four pages. The parties also stipulated that a four page affidavit of Gordon King, Business Manager of the Union, and the fourteen pages of attached exhibits would be part of the record. A total of sixty-five other exhibits were introduced by the parties during the proceedings.

The bargaining unit represented by the Union consists of Plumbing Plan Examiners, Building Equipment Plan Examiners and Plumbing Inspectors. The Building Equipment Plan Examiner is in pay range 565. The Plumbing Inspector is in pay range 785 and the Plumbing Plan Examiner is in pay range 790. The Employer is authorized to have two Plumbing Plan Examiners, one Building Equipment Plan Examiner and sixteen Plumbing Inspectors. The Union represents a total of nineteen positions in this bargaining unit. It is part of the Building Inspection Department. Other positions in the Building Inspection Department are Building Construction Inspectors, Electrical Inspectors and Elevator Inspectors. Those positions are in a collective bargaining unit represented by District Council 48 and they are all in pay range 550. Pay range 550 has been the same as pay range 785, which is the pay range for the Plumbing Inspectors.

Those positions represented by District Council 48 received the wage increase negotiated by District Council 48 for the positions it represents. It provided for a 6.6 per cent increase commencing pay period one of 1979 and a 6.4 per cent increase commencing pay period one of 1980. The final offer of the Employer to the employees in this bargaining unit provided for a 6.6 per cent general wage increase effective pay period one 1979. This increase would be applied to the pay period twenty-six

1978 base salary. It also provided for a 6.4 per cent general wage increase effective pay period one, 1980, and it would be applied to the pay period twenty-six 1979 salary. The Union's final offer provided that effective pay period one 1979, the wage rate of a Plumbing Inspector would be \$9.45 an hour. Effective pay period one 1980, the wage rate of the Plumbing Inspector would be \$10.85 an hour. The 1979 wage would be 80 per cent of the prevailing rate paid to journeymen plumbers in the private sector during the period from June 1, 1978 to May 31, 1979. The 1980 wage of the plumbing inspectors would be 85 per cent of the prevailing wage paid to journeymen plumbers in the private sector during the period June 1, 1979 to May 31, 1980, which is \$12.77 per hour. The offer also provided that effective pay period one in 1979 Plumbing Plan Examiners would receive a wage of \$9.75 per hour. Effective pay period one 1980 they would receive \$11.16 per hour. Plumbing Plan Examiners would be receiving 77 per cent of the wage rate paid to plumber foremen in the private sector during the contract period of June 1, 1978, to May 31, 1979, which was \$12.67 per hour. During 1980 they would receive a wage that is 82 per cent of the prevailing wage rate paid to plumber foremen in the private sector during the contract period June 1, 1979, to May 31, 1980, which is \$13.62 per hour. The Union's final offer provided that Building Equipment Plan Examiners would receive a wage rate of \$10.89 per hour effective pay period one of 1979, and \$12.38 per hour effective pay period one of 1980. During 1979 Building Equipment Plan Examiners would receive 84 per cent of the prevailing wage rate paid to general plumbing foremen in the private sector during the period June 1, 1978, to May 31, 1979, which was \$12.97 per hour; and during 1980 they would receive 89 per cent of the prevailing wage rate paid to general plumbing foremen in the private sector during the period June 1, 1979, to May 31, 1980, which is \$13.92 per hour. The actual increase a Plumbing Inspector would receive under the Employer's wage offer during 1979 would be 58 cents an hour.

The Employer's wage offer would pay a Plumbing Inspector \$10.00 an hour during 1980 which would be another 60 cents per hour increase. The Union's proposal would provide a Plumbing Inspector with 63 cents per hour increase during 1979. During 1980 the Union's proposal would provide a Plumbing Inspector with a wage of \$10.85 per hour which would be an increase of \$1.40 over 1980. In effect the Union's proposal would pay the Plumbing Inspector 5 cents an hour more during 1979 than the Employer's proposal and during 1980 it would be 85 cents more. The Employer's proposal would provide a Plumbing Plan Examiner with a 60 cent per hour increase during 1979 and another 62 cents per hour during 1980. The Union's proposal would give the Plumbing Plan Examiner an increase of 63 cents per hour during 1979 and during 1980 the position would be paid \$11.16 per hour which would be an increase of \$1.41 per hour for that year. The Union's proposal would generate 3 cents per hour more during 1979 than the Employer's proposal and 82 cents per hour more during 1980. The Employer's proposal would provide a Building Equipment Plan Examiner with an increase of 67 cents an hour during 1979 and 70 cents an hour during 1980. The Union's proposal would give a Building Equipment Plan Examiner an increase of 68 cents an hour during 1979 and an additional \$1.49 per hour during 1980, which would bring his wage to \$12.38 per hour. The Union's proposal would give the Building Equipment Plan Examiner 1 cent per hour more during 1979 than the Employer's proposal and 80 cents per hour more during 1980. The main thrust of the Union's proposal is to create a relationship between the wages received by the Plumbing Inspectors, Plumbing Plan Examiners and Building Equipment Plan Examiners and the rate received by plumbers receiving the prevailing wage rate in the private sector. In the past the employees in this bargaining unit have received wage increases comparable to those received by Building Construction Inspectors, Electrical Inspectors and Elevator Inspectors who are in a different bargaining unit but who are in the same department. The Electrical Inspectors, Elevator Inspectors and Building Construction Inspectors all do the same kind of inspection work in their respective trades that the employees in this bargaining unit do in connection with the plumbing trade. A Plumbing Inspector employed by the City of Milwaukee is required to be a licensed journeyman or licensed master plumber in the State of Wisconsin with a minimum of three years of experience and must have a valid state driver's license. His duties are to inspect all drainage and plumbing installations and repairs to insure compliance with the provisions of the Employer's Plumbing Code, the State Plumbing Code and the established Principles of Public Health. He also conducts plumbing and house drain survey tests in private, public, commercial and industrial buildings and gives advice on plumbing installations. He investigates complaints, prepares reports and performs other related duties as required. A Plumbing Plan Examiner must be a licensed journeyman or licensed master plumber with seven years of experience or a minimum of five years experience as a licensed journeyman or licensed master plumber and at least one year experience in plumbing inspection. He must also be a high school graduate and possess a valid motor vehicle license. His duties are to examine or approve or reject plans for plumbing and sewers, make field and office drawings, check on variances in plans on jobs, meet and consult with architects, engineers, designers and plumbers before plans for plumbing and sewers are drawn, assist the Plumbing Inspection Superintendent

and other Plumbing Plan Examiners in their duties. A plumber employed by Milwaukee County is required to possess a valid journeyman plumbers license and have a thorough working knowledge of the standard practices, materials and processes of the craft and codes and an ability to prepare, analyze and work from blueprints and specifications and skill in the use and operation of the tools utilized. His duties require him to install, maintain and repair plumbing fixtures, appliances and systems and to inspect such fixtures, appliances and systems, to determine needs and natures of plumbing works and to figure costs and estimates of labor and materials, prepare work from blueprints and specifications, keep in working condition all power equipment and tools and requisition supplies and materials. A plumber employed by the Milwaukee School Board is required to have a valid plumbers license, motor vehicle license and a personal automobile available for use on the job. His duties require him to be able to repair and remodel plumbing equipment, fixtures and all piping of sewer and water services, servicing, repairing and remodeling of storm sewers, conductors, and roof terminals, servicing and repairing of low pressure gas piping in kitchen gas appliances, repairing and servicing of closet and urinal flush valves, repairing solenoid valves and gang thermostatic shower mixers, reading and interpreting mechanical and architectural blueprints.

The prevailing rate for journeyman plumbers in the private sector for the period from June 1, 1978 to May 31, 1979, was \$11.82 an hour. For the period from June 1, 1979, to May 31, 1980, the rate is \$12.77 per hour. The prevailing rate of a plumber foreman in the private sector from June 1, 1978, to May 31, 1979, was \$12.67 per hour. For the period from June 1, 1979, to May 31, 1980, it is \$13.62 per hour. The prevailing rate for a general plumber foreman for the period from June 1, 1978, to May 31, 1979, was \$12.97 per hour. For the period from June 1, 1979, to May 31, 1980, the rate is \$13.92 per hour.

The Building Equipment Plan Examiner has almost the same duties as the Plumbing Plan Examiner but he is concerned primarily with heating, ventilation and air conditioning designs and plans.

Plumbing Inspectors employed by the Employer during the 1920's and up to the late 1930's were paid the prevailing rates of pay existing in the private sector of the plumbing craft. However the Plumbing Inspectors wage rates fell behind the prevailing rates of pay in the private sector of the plumbing craft. In 1965 the Employer and the Union began establishing the rates of the pay for Plumbing Inspectors through collective bargaining. During that period there has been a decline in the relationship of the Plumbing Inspectors rate of pay as compared to the prevailing rates of plumbers in the private sector. As recently as 1963 Plumbing Inspectors received a rate of pay that was 91.43 per cent of the hourly rate received by plumbers in the private sector. During 1978 that relationship had deteriorated to a point where Plumbing Inspectors received an hourly rate that was 80.14 per cent of the hourly rate of the plumbers in the private sector. The proposal of the Employer for 1979 and 1980 would reduce that relationship to a point where the Plumbing Inspectors would be receiving 78.3 per cent of the rate of a plumber in the private sector. The Union's proposal would improve the rate of Plumbing Inspectors to 85 per cent of the rate received by plumbers in the private sector during that period.

In Chicago the plumbing inspector receives the prevailing foreman rate. The journeyman rate there is \$12.00 per hour. In Detroit the plumbing inspector receives the prevailing rate of \$11.31 per hour. Minneapolis pays its plumbing inspectors the average of the prevailing foreman rate for a number of the trades. The journeyman plumber rate in that city is \$11.09 per hour. Oakland, California pays plumbing inspectors the prevailing rate \$13.90 per hour and San Francisco pays its plumbing inspectors the prevailing foreman rate. The San Francisco journeyman rate is \$13.45 per hour. Cincinnati, Denver, Toledo, Columbus, Kansas City, Buffalo, St. Louis and Indianapolis all pay their plumbing inspectors less than the City of Milwaukee pays its Plumbing Inspectors. All of those communities except Toledo and Indianapolis require their plumbing inspectors to have a journeyman plumbers license and none of them tie the rate of the plumbing inspector to the rate of the journeyman plumber in any way. During 1978 only one of the seventeen communities in the greater Milwaukee area paid its Plumbing Inspectors more than the City of Milwaukee. Milwaukee's rate of pay for Plumbing Inspectors during 1978 was next to the highest paid by the nine largest communities in the state of Wisconsin. Only the City of Racine had a higher maximum monthly salary for its plumbing inspectors and its minimum salary was substantially lower than that of the Employer.

None of the positions included in this bargaining unit use any of the plumbers tools or perform any of the actual physical work that comprise the duties of the journeyman plumber in the private sector. The members of this bargaining unit all work 2,080 per year. Full time journeyman plumbers in the private sector work 1,822 hours per year. The private sector journeyman plumber receives fringe benefits consisting of a \$2,000.00 Life Insurance Policy and may include a lump sum death benefit of up to \$12,000.00. It also includes disability income benefits, health insurance and pension benefits. The Employer offers a health insurance plan, a life insurance plan, a vacation plan, holidays and steady employment. During 1978 the average cost for fringe benefits of employees in this bargaining unit was \$3.68 per hour. The average wage per hour was \$8.78 and the average overtime earned by each employee was \$272.37.

The Union's proposal would result in a 7.14 per cent increase for Plumbing Inspectors during 1979 and 14.81 per cent increase during 1980. That proposal would bring the Plumbing Plan Examiner a 6.91 per cent increase during 1979 and a 12.63 per cent increase during 1980. The Building Equipment Plan Examiner would receive 6.66 per cent increase during 1979 and 13.7 per cent increase during 1980. Any member of the bargaining unit not at the top of his salary range in 1978 would receive an even greater increase because the Union proposal eliminates the various steps within the salary range and places all employees in a classification at one level. New hires would move to the maximum rates immediately. The Employer's proposal would result in an additional cost during 1979 of \$28,312.05 plus an additional \$34,241.94 during 1980. The Union's proposal would result in an increased cost to the Employer of \$30,477.91 during 1979 and an additional increase of \$72,999.63 during 1980. This does not include the costs that would result from changing from the current pay range to a single rate for all employees.

During 1978 the Employer paid its Plumbing Inspectors \$8.882 per hour. The average hourly wage for general city employees was \$6.41 per hour. The Employer's 1979 proposal would pay a Plumbing Inspector \$9.40 per hour while the average general city employees would receive \$6.83 per hour. The Employer's proposal would pay a Plumbing Inspector \$10.00 an hour during 1980 while the rate for the average general city employee would be \$7.27 per hour. A 6.6 per cent increase in 1979 and a 6.4 per cent increase in 1980 will provide a larger wage increase to employees in this bargaining unit than the great majority of the Employer's employees will receive because the employees in this bargaining unit receive a higher rate of pay than the great majority of employees of the Employer.

As far back as 1938 the Building Inspector, General Building Inspector, Public Assembly Building Inspector, Electrical Building Inspector, Combustible and Fire Prevention Building Inspector, Elevator Inspector and Plumbing Inspector all received the same rates of pay. In 1949 the Building Inspector, the Electrical Inspector, the Elevator Inspector and the Plumbing Inspector positions were all in the same pay range. In 1969 the Building Construction Inspector, the Electrical Inspector, the Elevator Inspector and the Plumbing Inspector were all in the same pay range. In 1978 the Building Construction Inspector, the Electrical Inspector, the Elevator Inspector and the Sprinkler Construction Inspector were all in pay range 550 and the Plumbing Inspector was in pay range 785. However, the rates in pay range 550 and pay range 785 were the same. During 1978 the position of Building Equipment Plan Examiner was reallocated from pay range 560 to pay range 565 resulting in a higher rate of pay for that position. When the position was originally created it had been studied and placed in pay range 560. Subsequently there was an appeal to the City Service Commission and after a hearing the position was placed in pay range 565.

Not all of the collective bargaining agreements reached between the Employer and the various Unions representing its different bargaining units have agreed to the 6.6 per cent increase in 1979 and the 6.4 per cent increase in 1980. The agreement with the bargaining unit consisting of electrical mechanics is based on a percentage of the prevailing rate for journeyman electricians. The Employer also has an agreement with the Building Trades Council with respect to brick layers, carpenters, iron workers, painters, and cement finishers that is based on the prevailing rate for those trades in the private sector. The employees in those bargaining units do the same type of work and have similar duties to employees in those trades in the private sector. At one time the electrical mechanics were included in the agreement between the building trades and the Employer but they removed themselves from that bargaining unit.

During the period from 1968 to 1978 the consumer price increase increased from 102.7 to 188.9 which was an increase of 83.9 per cent. During that same period

the salaries of the employees in this bargaining unit have increased 100.4 per cent.

The employees of the Employer who are covered by the building trades contract are not guaranteed 52 weeks of work per year. They work when there is work to do and when weather conditions permit it and if there is no work they are sent home. The employees in this bargaining unit have a more steady job and are not as subject to lay off as the employees in the building trades.

#### UNION'S POSITION

The Union argues that the Employer's proposal provides wages lower than those of organized workers with comparable craft qualifications and many non unionized plumbing inspectors. It takes the position that Plumbing Inspectors must have all of the qualifications of a licensed journeyman plumber and the level of knowledge and experience required of a Plumbing Inspector is greater than that of the average journeyman plumber. The Union contends that the evidence discredits the position of the Employer that the members of the bargaining unit work more hours in a year than a journeyman plumber resulting in an annual wage comparable to that of the journeyman plumber. It contends that a journeyman works an average of 1822 straight time hours in a year which results in a higher annual income than a Plumbing Inspector earns even before overtime is considered. It argues that the Union proposal will provide an equitable wage and benefit package that would still be below the wage benefit package provided for journeyman plumbers. It points out that all skilled trades employed by the Employer or in the private sector earn well in excess of the Employer's proposal, and that the Union's proposal would place the Plumbing Inspectors on a par with some of the other skilled trades. It takes the position that the Plumbing Inspectors wage rate fluctuated between 89 per cent and 81 per cent of the journeyman's rate until about ten years ago but now it is falling behind the skilled trades. It contends that it is necessary for Plumbing Inspectors wage rates to be related to the wages of the journeyman plumber in order to keep place. It takes the position that the Employer's argument that subordination of the interest of the Plumbing Inspectors to the pattern package negotiated with District Council 48 is not valid in the face of the evidence that they will not receive a wage increase that will make their wages comparable to journeyman plumbers in the public and private sector. The Union also argues that the increase in the cost of living goes far beyond the increase proposed by the Employer for this bargaining unit. It points out that cities without organized plumbing inspectors gave higher increases to plumbing inspectors than the Employer is offering. It takes the position that the wage and price guidelines are not directly relevant to the considerations before this arbitrator and in any event the council on wage and price stability has recently recommended an increase in the guideline. It contends that the Union's proposal provides an equitable response to the increase in the cost of living.

#### EMPLOYER'S POSITION

The Employer argues that its proposal, when compared to the pay of plumbing inspectors in Wisconsin municipalities and out of state municipalities, is above average. It points out that it has over twenty bargaining units ranging in size to over 3,000 employees, some of whom have duties very similar to those of this bargaining unit, and they have voluntarily reached agreements after serious and protracted negotiations on terms comparable to the Employer's offer to this bargaining unit. It takes the position that there is clear proof of a pattern established in long and difficult negotiations and that pattern indicates that the Employer's offer to this bargaining unit is reasonable and realistic. The Employer also takes the position that while the background required of a Plumbing Inspector is similar to that of a journeyman plumber, the positions are not the same. It points out that the Plumbing Inspector interprets, approves or advises and is a resource person. This distinguishes the position from a plumber, who performs all the skills of the craft as well as having knowledge of the code. It argues that the position of Plumbing Inspector is substantially different from that of a plumber and that the work performed by plumbers is not the work performed by Plumbing Inspectors. It also distinguishes between plumbers and Plumbing Inspectors by contrasting the stability of employment for the two skills. It takes the position that this results in an annual wage for the Plumbing Inspectors comparable to that received by the journeyman plumber. The Employer argues that in making an offer to this bargaining unit it must give concern to the effect it would have on its posture with other bargaining units. It has adopted a policy

to avoid the creation of rivalries and one upmanship that could have a deteriorious effect on voluntary negotiated agreements. The Employer points out that the positions of plumbing, building, electrical and other inspectors have been in the same pay range for years and there is no valid reason to carve out this bargaining unit from the traditional pattern received by the other employees in comparable positions. While conceding the fact that inflation has taken its toll, the Employer argues that this bargaining unit should not be separated from the others that have had similar inflation experience and who have negotiated agreements with the Employer comparable to its offer to this bargaining unit.

#### DISCUSSION

In considering the evidence and the arguments of the parties the arbitrator is directed by Wisconsin Statutes to give weight to the following factors:

A. The lawful authority of the municipal employer.

B. Stipulations of the parties.

C. The interest and welfare of the public and financial ability of the unit of government to meet the costs of any proposed settlement.

D. Comparison of wages, hours and conditions of employment of the municipal employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally in public employment in comparable communities and in private employment in comparable communities.

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

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

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

H. Such other factors not confined to the foregoing which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact finding, arbitration or otherwise between the parties in the public service or in private employment.

There are no pertinent stipulations of the parties that the arbitrator must consider. The Employer does not contend that it does not have the financial ability to meet the Union's proposal. The Employer raises the issue that the Wisconsin Statutes require that there be uniform rates of pay for all positions in the city service doing the same type of work but the positions involved could be reclassified or reallocated. The Employer also argues that it must consider the presidential wage guidelines and the Union's final offer far exceeds the allowable percentage increase permitted by Federal pay standards. Generally interest arbitrators have given consideration to the Presidential wage guidelines but have not considered themselves bound by them.

The basic issue that separates the parties is the Union's contention that because of the background and skills required of Plumbing Inspectors, their rates of pay should be comparable and tied to the rates paid by the Employer to journeyman plumbers. The arbitrator concedes that the qualifications for the two positions are similar. However, it is at that point that the similarities between the two positions end. The Plumbing Inspectors observe the work done by the journeyman plumbers and make certain that the journeyman plumbers are adhering to the codes with which they are both familiar. The Plumbing Inspector is not required to handle any tools or perform any of the work that is done to comply with the code. The journeyman plumber must have all the knowledge and familiarity with the codes that the Plumbing Inspector must have. In addition he must have the ability and skills to work with the tools and perform the functions that will make the installations comply with the requirements of the code. He must do the actual work that results in complying with the codes. The Plumbing Inspector is more or less of a bureaucrat who polices the code compliance of the journeyman plumber.

He is not required to do any of the work that results in code compliance. He may or may not offer advice on the code but he never does the actual work that results in compliance. In that respect there is a substantial difference between the parties.

The Plumbing Inspector is very comparable to the Building Inspector, Electrical Inspector and others employed by the Employer. They have the same relationship to the trade whose work they inspect and the codes that they enforce. It should be noted that the other inspectors are part of a bargaining unit that has reached an agreement with the Employer that contains a wage package comparable to the Employer's proposal to this bargaining unit.

The Union points out that full time journeyman plumbers in the private sector average 1822 hours of work per year and this results in an annual wage that is substantially higher than that of the Plumbing Inspector. There is no doubt that journeyman plumbers working 1822 hours per year receive a total of fringe benefits and wages that exceed the annual wage and benefits that would result from the Employer's offer. However one of the considerations involved in developing the prevailing rate for journeyman plumbers is the fact that their employment is not steady. While the evidence indicates that in 1978 the average full time journeyman plumber worked 1822 hours, that situation has certainly changed in 1980 with the drastic cut back in the construction industry. During 1980 full time journeyman plumbers will not average 1822 straight time hours and the Employer's Plumbing Inspectors will receive their regular annual income. The whole concept of the prevailing wage gives consideration to the fact that there are fluctuations in the level of employment in the construction industry and the members of the crafts receive a higher hourly rate to carry them over those periods when there is no employment available. The Plumbing Inspectors receive pay for 2040 hours or work year in and year out, regardless of the level of employment in the construction industry.

A wage pattern has developed for employees of the City of Milwaukee as a result of long and difficult negotiations. The Employer's proposal to this bargaining unit falls within that pattern. Ever since the Employer and this bargaining unit have engaged in collective bargaining they have reached agreement on wages that fell within the overall pattern developed through negotiations with this and other unions with which the Employer negotiates. It is not realistic to disrupt the relationship between the increases awarded to this bargaining unit and the other bargaining units employing inspectors who do similar types of work unless there has been a substantial change in the circumstances involving this bargaining unit that would set it apart from the others and justify a higher wage increase. The Union points out that collective bargaining has resulted in a decline in its position relative to the journeyman plumbers who receive the prevailing wage. There has been a similar decline in the relationship between the inspectors represented by District Council 48 and the trades whose codes they enforce. The journeymen in the various trades do a different type of work than the inspectors who enforce the codes applicable to them. Because their work is different and the stability of their employment is different, collective bargaining has developed a differential between the wages of the various trades and the inspectors who enforce the codes. The relationship between the Plumbing Inspectors and the journeyman plumbers is no exception. When collective bargaining has developed such a pattern over a substantial period of time it would not seem proper for an ad hoc arbitrator to award an increase that would disrupt the relationship that have been worked out as a result of many long and tedious hours of negotiating.

The Union has developed a list of municipalities in and out of Wisconsin that pay their plumbing inspectors wages somewhat higher than those paid by the Employer. Similarly the Employer has developed a list of municipalities in and out of Wisconsin demonstrating that it pays its Plumbing Inspectors a higher rate than most of the communities on its list. A close study of the two lists leads to the conclusion that the Employer pays its Plumbing Inspectors more than some communities and less than others. In view of the established wage pattern and the existing relationship with inspectors that enforce other codes, the Employer's proposal does not suffer when compared to the wages paid plumbing inspectors by other municipal employers.

A comparison of the Employer's proposal to this bargaining unit with the proposal being made to other employees of the Employer performing similar services and other municipal employees in the same community reveals that the offer of the Employer to the Union is the same being paid or offered to most other employees. A settlement pattern has developed among eight bargaining units representing 3900 employees of the Employer. In addition there have been two mediation/arbitration proceedings in which the arbitrators have awarded a 6.6 per cent increase for the year 1979 and a 6.4 per cent increase for the year 1980. The evidence has not



developed facts that would justify awarding this bargaining unit a larger increase than that received by the other employees as a result of collective bargaining or proceedings similar to this. Without a set of facts to distinguish this bargaining unit from the others, the award in this proceeding should be consistent with the agreements reached at the bargaining table by strong and realistic unions negotiating with the same Employer. In the absence of a set of facts that would distinguish this bargaining unit from the other two units that participated in mediation/arbitration proceedings with this Employer, this award should be consistent with the awards in those proceedings. An award by this arbitrator that departed from the pattern agreement reached with other bargaining units as a result of negotiations and as a result of other mediation/arbitration proceedings would do violence to the bargaining process between the Employer and the Unions with which it bargains. There would be no reason for either the Employer or the Unions to engage in bargaining in an effort to reach the best possible agreement for each side if it would be possible to utilize the mediation/arbitration process or shop for an arbitrator and obtain a more favorable agreement.

The Union points out that at least one other arbitrator has departed from the pattern agreement even though the employees in that bargaining unit had not had any substantial change in working conditions. However this arbitrator will not disrupt relations between the Employer and its Unions by making an award giving an increase in wages substantially higher than the increase agreed upon in a free collective bargaining atmosphere without evidence indicating that there has been a substantial change in conditions for this bargaining unit that would justify such an increase for it and not to the other bargaining units.

The most valid argument that the Union makes for its case is the substantial increase in the cost of living. There is no question that the consumer price index has increased substantially in recent months. It has increased as much for the inspectors enforcing the codes involving the other trades and other employees represented by District Council 48 as it has for the Plumbing Inspectors during that same period. Over the preceding ten years the employees in this bargaining unit, like the employees represented by District Council 48, have received pay increases that exceeded the increase in the consumer price index for that period. Since the expiration of the last collective bargaining agreement the cost of living has increased rapidly. Undoubtedly District Council 48 and the other bargaining units that have reached agreement with the Employer will take that into consideration when they bargain for their next agreement. This Union can be expected to do the same.

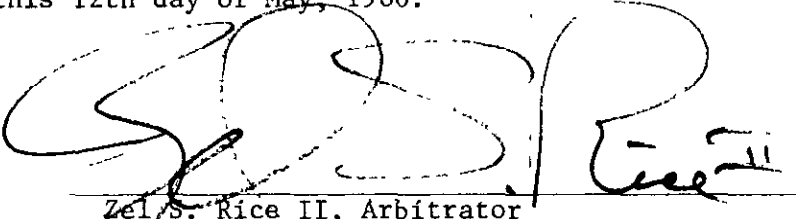
The major thrust of the Union's position is that its wages should be tied to the wages received by the journeyman plumber. The only basis for this position is that the qualifications required of a plumbing inspector are similar to those of a journeyman plumber. However the duties of a Plumbing Inspector and the working conditions are substantially different from those of a journeyman plumber. Employment is much more stable for the Plumbing Inspector. In view of the fact that the duties of the positions are not at all similar and the difference in the stability of employment, there is no basis to justify tying the wages of the Plumbing Inspectors to the wages of the journeyman plumber. Their wages should be comparable to the wages received by inspectors enforcing codes that are applicable to the other trades. The proposal of the Employer is consistent with that given those inspectors.

The arbitrator is satisfied that the free collective bargaining process between Employers and Union of comparable strength is the best and most practical manner of determining wages for employers. He is satisfied that the pattern agreement reached by the Employer with the other bargaining units in a free collective bargaining atmosphere has resulted in a wage increase that was fair to the employees in those bargaining units and would be fair to the bargaining unit involved in these proceedings.

#### FINDINGS AND AWARD

After full consideration of the criteria listed in the statute and after careful and extensive examination of the exhibits and arguments of the parties the arbitrator finds that the Employer's final offer is preferable to that of the Union and orders the Employer's proposal to be incorporated into an agreement containing the other items to which the parties have agreed.

Dated at Sparta, Wisconsin, this 12th day of May, 1980.

  
Zel S. Rice II, Arbitrator



AMENDMENT TO FINAL OFFER

The within amendment to the final offer of Plumbers and GasFitters Local 75 in behalf of City of Milwaukee plumbing inspectors, plan examiners and building equipment plan examiners, is made in an effort to develop a reasonable relationship to private sector wage scales paid to journeymen plumbers, plumber foremen and general plumbing foremen. To accomplish this objective by amendment to our final offer, we propose that the following guidelines be used to determine rates of pay for three categories in the plumbing inspection services.

1. Plumbing Inspector

- (a) Effective pay period 1, 1979 (December 24, 1978), the wage rate of the plumbing inspector shall be \$9.45 per hour.. (This increase will be applied to the pay period 26, 1978 base salary.)

Criteria for this wage increase shall be based upon the following formula: 80% of the prevailing wage rate paid to journeymen plumbers in the private sector during the contract period June 1, 1978 to May 31, 1979. (The prevailing wage rate during this period was \$11.82 per hour.)

- (b) Effective pay period 1, 1980 (December 23, 1979), the wage rate of the plumbing inspector shall be \$10.85 per hour. (This increase will be applied to the pay period 26, 1979 base salary.)

Criteria for this wage increase shall be based upon the following formula: 85% of the prevailing wage rate paid to journeymen plumbers in the private sector during the contract period June 1, 1979 to May 31, 1980. (The prevailing rate during this period is \$12.77 per hour.)

2. Plumbing Plan Examiner

- (a) Effective pay period 1, 1979 (December 24, 1978), the wage rate of the plumbing plan examiner shall be \$9.75 per hour. (This increase will be applied to the pay period 26, 1978 base salary.)

Criteria for this wage increase shall be based upon the following formula: 77% of the prevailing wage rate paid to plumber foremen in the private sector during the contract period June 1, 1978 to May 31, 1979. (The prevailing plumber foreman rate during this period was \$12.67 per hour.)

- (b) Effective pay period 1, 1980 (December 23, 1979), the wage rate of the plumbing plan examiner shall be \$11.16 per hour. (This increase will be applied to the pay period 26, 1979 base salary.)

Criteria for this wage increase shall be based upon the following formula: 82% of the prevailing wage rate paid to plumber foremen in the private sector during the contract period June 1, 1979 to May 31, 1980. (The prevailing plumber foreman rate during this period is \$13.62 per hour.)

3. Building Equipment Plan Examiner

- (a) Effective pay period 1, 1979 (December 24, 1978), the wage rate of the building equipment plan examiner shall be \$10.89 per hour. (This increase will be applied to the pay period 26, 1979 base salary.)

Criteria for this wage increase shall be based upon the following formula: 84% of the prevailing wage rate paid to general plumbing foremen in the private sector during the contract period June 1, 1978 to May 31, 1979. (The prevailing general plumbing foreman rate during this period was \$12.97 per hour.)

- (b) Effective pay period 1, 1980 (December 23, 1979), the wage rate of the building equipment plan examiner shall be \$12.38 per hour. (This increase will be applied to the pay period 26, 1979 base salary.)

Criteria for this wage increase shall be based upon the following formula: 89% of the prevailing wage rate paid to general plumbing foremen in the private sector during the contract period June 1, 1979 to May 31, 1980. (The prevailing general plumbing foreman rate during this period is \$13.92 per hour.)

William J. Mally  
Asst. Labor Negotiator

Jordan King  
Business Manager

CITY OF MILWAUKEE OFFER		LOCAL 75 FINAL OFFER	
<u>Inspectors</u>			
1979 Pay Period 1		(80% of \$11.82)	
6.6% x 8.82 =	<u>58¢ - Total \$9.40</u>	63¢	<u>Total - \$9.45</u>
1980 Pay Period 1		(85% of \$12.77)	
6.4% x 9.40 =	<u>60¢ - Total \$10.00</u>	85¢	<u>Total - \$10.85</u>
<u>Plan Examiners</u>			
1979 Pay Period 1		(77% of \$12.67)	
6.6% x 9.11 =	<u>60¢ - Total \$9.71</u>	64¢	<u>Total - \$9.75</u>
1980 Pay Period 1		(82% of \$13.62)	
6.4% x 9.71 =	<u>62¢ - Total \$10.33</u>	83¢	<u>Total - \$11.16</u>
<u>Building Equipment Plan Examiner</u>			
1979 Pay Period 1		(84% of \$12.97)	
6.6% x 10.20 =	<u>67¢ - Total \$10.87</u>	69¢	<u>Total - \$10.89</u>
1980 Pay Period 1		(89% of \$13.92)	
6.4% x 10.87 =	<u>70¢ - Total \$11.56</u>	82¢	<u>Total - \$12.38</u>

Name of Case: City of Milwaukee

The following, or the attachment hereto, constitutes our final offer for the purposes of mediation-arbitration pursuant to Section 111.70(4)(cm)6. of the Municipal Employment Relations Act. A copy of such final offer has been submitted to the other party involved in this proceeding, and the undersigned has received a copy of the final offer of the other party. Each page of the attachment hereto has been initialed by me.

6/11/17  
(Date)

[Signature]  
(Representative)

On Behalf of: City of Milwaukee

APPENDUM 'B'

CITY'S FINAL OFFER

I. RATES OF PAY

1. The wages paid to the employes covered by this Agreement shall be increased as follows:

a. A 6.6% general wage increase, effective Pay Period 1, 1979 (December 24, 1978). (This increase will be applied to the Pay Period 26, 1978 base salary.)

b. A 6.4% general wage increase, effective Pay Period 1, 1980 (December 23, 1979). (This increase will be applied to the Pay Period 26, 1979 base salary.)

1.5.1979  
Guth