

STATE OF WISCONSIN
BEFORE THE ARBITRATOR

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WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the Matter of the Petition of
MARINETTE CITY EMPLOYEES LOCAL
NO. 260, AFSCME
To Initiate Mediation-Arbitration
Between Said Petitioner and
CITY OF MARINETTE

Case XIX
No. 25334
MED/ARB-539
Decision No. 17583-A

Appearances:

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

Jabas & Morrison, S. C., Attorneys at Law, by Mr. F. H. Jabas, appearing on behalf of the Employer.

ARBITRATION AWARD:

On February 20, 1980, the Wisconsin Employment Relations Commission appointed the undersigned as 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 Marinette City Employees Local No. 260, AFSCME, referred to herein as the Union, and the City of Marinette, referred to herein as the Employer. Pursuant to the statutory responsibilities, the undersigned conducted mediation proceedings between the Union and the Employer on April 7, 1980, over matters which were in dispute between the parties as they were set forth in their final offers filed with the Wisconsin Employment Relations Commission. The dispute remained unresolved at the conclusion of the mediation phase of the proceedings, and consistent with prior notice that arbitration would be conducted on April 7, 1980, the Union and the Employer waived the statutory provisions of Section 111.70 (4)(cm) 6.c. which require the Mediator-Arbitrator to provide written notification to the parties and the Commission of his intent to arbitrate, and to establish a time limit within which either party may withdraw its final offer. Arbitration proceedings were also conducted on April 7, 1980, at Marinette, Wisconsin, at which time the parties were present and given full opportunity to present oral and written evidence and to make relevant argument. The arbitration proceedings were not transcribed, and no briefs were filed in the matter. The record was closed at the conclusion of hearing after the parties made oral argument.

THE ISSUES:

The sole issue involved in this dispute is wages during the term of a one year Agreement as set forth in the final offers of the parties as follows:

UNION FINAL OFFER:

Fifty Cents (50¢) per hour January 1, 1980.
Five Cents (5¢) per hour additional July 1, 1980.

EMPLOYER FINAL OFFER:

Forty-nine Cents (49¢) per hour effective January 1, 1980.

DISCUSSION:

From the final offers it is clear that the dispute in the instant matter involves a six cents (6¢) per hour difference on the wage rate and three and one-half cents (3½¢) difference on the cost of the increase, considering the year 1980 only. The percentage increase of the Union final offer is 8.89% and the percentage increase of the Employer final offer is 8.25%. Considering the foregoing, it is an understatement to say that the dispute in this matter is extremely narrow.

At hearing there was no objection to the evidentiary submissions of either party. The Employer's evidence consisted of wage rates being paid for similar positions in the City of Menominee, Michigan. Additionally, the Employer adduced testimony from the City Clerk with respect to the wage increases granted unrepresented employes and wage rates negotiated with other represented employes of the Employer which provide for 8.25% increase to those employes for the year 1980.

The Union adduced evidence at hearing showing wage rates for comparable positions paid to employes of Marinette County, and the cities of Kaukauna, Sturgeon Bay, Menasha and DePere. Additionally, the Union submitted evidence showing that the cost of living increase for the period February, 1979, to February, 1980, was 14.1%.

From the evidentiary submissions, using the position of common laborer as a representative position, the evidence shows that the Employer offer would establish a rate of \$6.11 per hour for that position. The Union offer would establish a rate of \$6.12 per hour for that position effective January 1, 1980, and a rate of \$6.17 per hour effective July 1, 1980. The Union comparables show that the position of common laborer for the year 1980 show the following rates are paid by the following communities:

Marinette County	\$ 6.54
Kaukauna	\$ 6.61
Sturgeon Bay	\$ 6.50
Menasha	\$ 6.47
DePere	\$ 6.47

The average rate of the communities set forth above, not including the instant Employer, is \$6.52 per hour. The average rate squares almost precisely with the rate paid common laborers for Marinette County of \$6.54 per hour. From the foregoing evidence, then, it is clear that the rate of \$6.17 per hour proposed by the Union to become effective July 1, 1980, is supported by the foregoing evidence. The rate of \$6.54 per hour paid common laborers by Marinette County carries significant weight because the electors of the instant Employer make up a part of the same electorate as that of the County. Furthermore, the Employer is the largest municipality within the county and, therefore, the undersigned concludes subject to the same economic influences as those experienced by the County. It follows from all of the foregoing that when considering only the evidence submitted by the Union, the Union's position in this dispute should be adopted.

The Employer in its evidentiary submissions with respect to comparable wage rates relies exclusively on the City of Menominee, Michigan, which is a sister city to the City of Marinette, albeit in a different state. For 1980 the City of Menominee, Michigan pays laborers in the sanitation department a rate of \$5.39 per hour. Thus, the comparisons for the laborer position show that the Employer offer here exceeds the rate paid by the City of Menominee by 72¢ per hour, while the July 1, 1980 rate proposed by the Union exceeds the rate paid a common laborer by 78¢ per hour. There is no question that the wage disparity for the position of common laborer between the sister cities is significant, and that if the sole comparison were between Menominee and Marinette, the Employer offer would necessarily be adopted in this dispute. While the undersigned recognizes the proximity of the sister cities and, therefore, the logic behind the Employer's proposed comparison to Menominee, a community

separated only by the Menominee River from the instant Employer; to rely on a one city comparison would be inappropriate. The basis of the comparison proposed by the Employer is simply too narrow, particularly in view of the earlier conclusions of the undersigned that the comparison with Marinette County deserves significant weight. Since the rate paid by Marinette County approximates the average rates paid among all the Union comparables; and since the undersigned now concludes that the rates paid by Marinette County deserve greater weight in these deliberations than those paid by the City of Menominee, Michigan; the undersigned can only conclude that based on the comparables the Union's offer should be adopted.

The evidence establishes that the Union offer here amounts to an 8.89% cost increase to the Employer for this year, and an increase on the rates of 9.32%. The evidence further establishes the Employer offer to be an 8.25% increase, both as to cost as well as to impact on the rate. The 8.25% increase proposed by the Employer squares precisely with the 1980 increases granted unrepresented employes by this Employer, and the negotiated increases negotiated for represented employes in the year 1980. The Employer argues from the foregoing evidence that his position should be awarded so that all employes of the Employer would enjoy the same percentage increase for this year. The undersigned rejects the Employer argument. The 8.25% negotiated for other represented employes of this Employer is an increase negotiated as the second year increase of a two year agreement. In view of the statutory criteria found at lll.70 (4)(cm) 7, g, which requires that the undersigned consider changes in circumstances; the undersigned concludes that wage rates established as part of negotiations for a two year agreement, a full year prior to the time that the present impasse occurred, cannot be held to be persuasive given the time disparities involved.

It follows from all of the foregoing that after considering the record in its entirety, all of the argument of counsel, and the statutory criteria, the final offer of the Union is to be adopted in this dispute, and the Arbitrator makes the following:

AWARD

The final offer of the Union, along with all tentative agreements previously entered into between the parties, as well as the terms of the predecessor Collective Bargaining Agreement which remain unchanged, are to be included in the Collective Bargaining Agreement between the parties for the year 1980.

Dated at Fond du Lac, Wisconsin, this 11th day of April, 1980.



Jos. B. Kerkman,
Mediator-Arbitrator

JBK:rr