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WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

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In the Matter of an Arbitration
Between

THE CITY OF TOMAH

and

TOMAH CITY EMPLOYEES, LOCAL 1947-B,
WCCME, AFSCME, AFL-CIO

* * * * *

Case XXI, No. 26813
MED/ARB 884
Decision No. 18273-A

Appearances:

- Mr. Robert J. Mubarek, Office of the City Attorney; for
the City.
- Mr. Daniel R. Pfeifer, District Representative; for the
Union.
- Mr. Neil M. Gundermann, Arbitrator.

ARBITRATION AWARD

The City of Tomah, Wisconsin, hereinafter referred to as the City, and Tomah City Employees, Local 1947-B, WCCME, AFSCME, AFL-CIO, hereinafter referred to as the Union, were unable to reach agreement on the terms of a new contract. The parties selected the undersigned, through the appointment procedures of the Wisconsin Employment Relations Commission, to serve as mediator-arbitrator pursuant to Section 111.70(4)(cm)6.6. A mediation session was held on February 4, 1981 at the City Hall, Tomah, Wisconsin, which did not result in a resolution of the impasse between the parties. At the conclusion of the mediation meeting the parties agreed to submit written evidence and to waive an additional formal arbitration hearing. Said evidence, accompanied by briefs, was submitted by the parties.

FINAL OFFERS OF THE PARTIES:

1. Wages

Union:	55¢	1981
	10%	1982
City:	9.5%	1981
	9.75%	1982

2. Holidays

Union:	Additional ½ day--Good Friday (Total of 10 holidays)
City:	Present holidays (Total of 9½ holidays)

3. Union requests an additional 10¢ per hour for
licensed Water Treatment and Sewerage Plant employes.

City proposed no additional increase for those
employes.

UNION'S POSITION:

It is the Union's position that those cities which appear on Union Exhibit #9 are the comparable cities which should be considered in arriving at a decision in this dispute. Additionally, the Union submits that those county highway departments contained in Union Exhibit #13 should be deemed comparable. The cities which the Union contends are comparable include the following: Baraboo, Black River Falls, Mauston, Onalaska, Prairie du Chien, Reedsburg, Richland Center, Sauk City, Sparta, Viroqua, West Salem.

The Union claims that the City's contention that the only comparables are the cities of Sparta and Mauston and Monroe County is erroneous. The Union argues its comparable cities have a population range of 2,500 to 9,999; they are in the general locality and have a similar economic base as the City, and therefore they are comparable. The comparables urged by the City are too limited in scope for the purposes of this case. While the Union does not dispute the comparability of Monroe County, the Union does contend that there are other counties within the geographic area which also should be considered.

The Union notes that its Exhibit #19 compares holidays received in the City with comparable cities for 1980. A review of that exhibit establishes that five of the comparable cities already have ten holidays. This is the amount the Union is seeking for 1981. Union Exhibit #19 clearly establishes that the request for an additional one-half holiday, resulting in a total of ten holidays, is not breaking new ground within the comparables. Additionally, the Union notes that the cost of the one-half holiday is only .19%.

The Union is seeking an additional 10¢ per hour for licensed Water and Sewer Department employes. It is the Union's position that the specialized duties of the licensed personnel, along with the training required for the license, justifies such request. Union Exhibit #12 establishes that nine of the twelve listed starting salaries for employes of other cities are higher than those received by comparable employes in the City. When the maximum rates are compared, nine of the comparable cities pay higher rates, ranging from 64¢ an hour to \$1.66 per hour above the rate received by the comparable employes of the City. The comparables listed in Union Exhibit #12 justify the Union's position in this area. Significantly, the equity adjustment request costs only .36%. Thus, according to the Union, cost cannot be a major factor.

The Union submits that the wages of the City employes in relation to the CPI have been drastically reduced in the last four years and even more so within the last two years. The City employes have suffered a loss in real income as compared to the CPI. Moreover, the evidence establishes that under either offer there is a loss in real wages in excess of 14% in only a four-year period.

The evidence establishes that a reduction in real wages, under both offers, is in excess of 9% in only the last two years. It is the Union's position that not only will the Union lose real wages in 1981 because of a 12.7% increase in the CPI in 1980, but employes have also lost substantially in previous years. The Union claims the cost-of-living criteria clearly substantiates its position.

A comparison of the specific classifications within the City with comparable classifications in other jurisdictions establishes that the City has lost substantial ground compared to other communities.

The Union's offer is 55¢ per hour across-the-board, while the City's offer is 9.5% across-the-board. According to the Union, the comparisons between various classifications clearly show a great disparity in the rates received by clerical employees in the City compared to the rates received by clerical employees in surrounding areas. The Union's final offer attempts to correct the disparity by applying a cents-per-hour increase. The City's offer does not allow the clerical positions a "catch-up" mechanism. The Union contends that for 1981 its proposal of a cents-per-hour across-the-board increase is more reasonable than the City's percentage offer.

In concluding its arguments, the Union believes that the difference in cost between the two proposals is .73% in wages, .36% in equity adjustment, and .19% for the cost of the holiday. This is not a significant additional cost over the City's proposal in view of the fact the parties are talking about a two-year contract.

The Union further contends that its offer is more reasonable for the following reasons:

1. The CPI not only for 1981 but for the past four years supports the Union's position.
2. The wage comparisons support the Union's position.
3. The equity adjustment is substantiated by the comparables.
4. The Union's position of 55¢ per hour versus 9½% across-the-board is more justified based on the facts of this case.
5. Settlements for 1981 show the Union's position to be more reasonable.
6. The cost of the package when compared to the CPI favors the Union.

For the above reasons the Union respectfully requests that the arbitrator find in its favor.

CITY'S POSITION:

It is the City's position that its final offer is the more reasonable of the two final offers. The City notes the factors to be considered by an arbitrator in arriving at his decision are set forth in Wisconsin Statutes Section 111.70(4)(cm). It is the City's position that the factors which should be given controlling weight are as follows:

1. Comparable wages, benefits, and cost to comparable municipalities in geographic proximity to the City.
2. Overall compensation presently received by the employe including wages and fringe benefits.

With respect to the first of these factors, the City contends that the city of Sparta should be the most obvious choice for comparables due to its size and location. Both the City and the city of Sparta are basically farming communities supported by

two or three relatively large industries. Each is located approximately the same distance from a large metropolitan area, and each is located within Monroe County. The City argues the comparability extends beyond the geographic location to certain classifications which are common to the City, the city of Sparta, and Monroe County. The next largest community in the immediate area is the city of Mauston, and therefore that city should also be included for wage and benefit comparisons.

The City claims the evidence supports its position with respect to the proposed wage increases for 1981 and 1982. This is especially true when one looks at the city of Mauston, the city of Sparta and Monroe County. Additionally, the exhibits show that obvious inequities would be created should the arbitrator rule in favor of the Union's position with respect to paid holidays and the equity adjustment for Water and Sewer Department employes. City Exhibits #1 and #2 present a wage comparison for each classification for 1980 and 1981, the latter assuming a 9½% across-the-board increase. These exhibits show the equity in wages paid by the municipalities to their employes. The City is superior in payment with respect to the Water and Sewer Department employes and the Park and Recreation Department employes. All other classifications appear to be comparable.

The second factor which the municipality believes should be given controlling weight is the overall compensation presently received by the employes from wages and fringe benefits. City Exhibits #3 and #4 set forth the fringe benefits for 1980 and 1981 respectively. These exhibits show that the City is providing its employes with a benefit package superior to that of the comparable municipalities. In making a wage determination the arbitrator must consider the pecuniary benefits provided in comparison to the benefits provided by comparable municipalities.

The Union is requesting an additional one-half day paid holiday. The evidence shows that the City provides 9½ days of paid holiday while Sparta and Monroe County provide only 8 days. For the year 1981 both Sparta and Monroe County increased the number of paid holidays to 9 days. To require the City to follow the Union's demand to increase the number of paid holidays to 10 would run in conflict with the underlying philosophy and purpose of arbitration of eliminating inequities. An award of an additional one-half day of paid holidays would be creating inequities.

City Exhibits #5 and #6 show detailed cost schedules for 1980 and 1981, the latter year assuming a 9½% increase in wages across-the-board. For each classification the City has a higher

compliance with the law in that supervisory employes are licensed. The employes in the unit are not required to have a license to perform the duties they are currently performing. The City submits it would be unreasonable to require it to pay a premium for licensed employes when said employes can perform their duties without a license.

The City takes issue with the Union's attempt to include the cities of Eau Claire, La Crosse, Marshfield, Wisconsin Rapids and Onalaska as comparable to the City. The populations of these communities, their metropolitan locations, and the nature of these communities clearly establish they are not comparable to the City. The other communities claimed by the Union to be comparable are not in geographic proximity to the City. Therefore they should not be considered as comparables and the arbitrator should select the comparables proposed by the City. The Union is also attempting to compare the City with the school system. The City contends these are not comparable jurisdictions and the Union is attempting to compare apples to oranges.

In concluding its arguments the City claims that employes doing the same work in the same geographic proximity should receive the same wages and benefits. The City's exhibits establish that the City employes are receiving comparable, and in some classifications superior, wage rates to the wages paid by the city of Sparta and Monroe County. There can be no doubt that the City is currently providing superior fringe benefits compared to the benefits provided by the city of Sparta and Monroe County. This is especially true in the area of holidays. Finally, there can be no doubt that the licensed water and sewer employes are not entitled to an equity adjustment considering their current wage rate and the cost to the City, and the fact that a license is not necessary or required by law for these employes to perform their current duties.

For the above reasons the City respectfully requests that the arbitrator award in favor of its final offer.

DISCUSSION:

The threshold issue in this case is what are the appropriate comparables with which to compare the City. The Union argues that cities in the western part of the state having populations between 2,500 and 9,999, as well as counties in the general geographic area, are comparable. The City argues that the appropriate comparables are the city of Sparta and the city of Mauston, both in close geographic proximity to the City, as well as Monroe County, the county in which the City is located. Persuasive arguments can be advanced in support of both proposed comparables.

The Union has selected a broader range of comparables which therefore may be more representative of the salaries and fringe benefits received by public employes. The comparables proposed by the City are in close geographic proximity to the City and therefore may more correctly reflect the salaries and fringe benefits received by public employes in the area. The comparables both meet the statutory criteria and are not necessarily exclusive. It becomes more a matter of the weight to be accorded the proposed comparables rather than selecting between them.

The undersigned is inclined to give greater weight to the comparables proposed by the City than to those proposed by the Union. The Union's comparables include counties as well as cities. Certainly Monroe County is significant as it is the county in

which the City is located. It is questionable as to what significance should be accorded other counties, as they represent a different unit of government, encompass a broad geographic area which includes cities, and provide a limited number of services that are comparable to those provided by the City.

Although there are three areas of dispute in this case--wages, holidays, and premium pay for licensed operators--the actual monetary difference between the parties is not great. If the Union's computations are accepted, the parties are 1.03% apart the first year and .25% apart the second year.

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Utilizing the Union's figures, its wage proposal of 55¢ per hour equals 9.98% in contrast to the City's proposal of 9.5%. The difference in wages for the second year is .25%. In its proposal the City has proposed percentage increases for both years, while the Union has proposed an across-the-board cents-per-hour increase the first year and a percentage increase the second year. The undersigned favors the Union's approach in a multi-year contract, as such approach is less likely to increase the spread in actual wages between the minimum and maximum wages. It also recognizes that inflation has had an impact on all wage earners, not just those receiving higher wages.

Neither party's wage proposal can be considered unreasonable. The difference is .73% over the two years, and only 2.6¢ per hour the first year.

As to the issue of wages, it is the opinion of the undersigned that the Union's final offer regarding wages is the more reasonable.

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At the present time the employes receive 9½ holidays. The Union is requesting an additional one-half holiday added to the present one-half holiday for Good Friday raising to 10 the total holidays.

Union Exhibit #19 contains the number of holidays received in 1980 by employes in those cities with a population between 2,500 and 9,999 deemed comparable by the Union. Of the ten cities, two grant 10 holidays, one grants 9½ holidays, and the remaining seven grant between 6 and 9 holidays. City Exhibit #3 establishes that the city of Sparta and Monroe County grant 8 holidays and the city of Mauston grants 6 holidays. The evidence clearly establishes that whichever comparables are considered, the City's current 9½ holidays places it among the leaders in paid holidays.

Based on the evidence, it is the opinion of the undersigned that the City's final offer to retain the present number of paid holidays is the more reasonable offer.

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The remaining issue involves a 10¢ per hour "equity" adjustment for licensed Water and Sewer Department employes. In support of its request the Union argues that these employes are underpaid relative to other employes in the same classification employed by other municipalities. The City opposes the adjustment on two grounds. First, these employes work substantial overtime, thus any additional increase will result in significant additional costs to the City. Second, the City does not require these employes to be licensed and therefore there is no basis for paying a premium for such license.

The evidence supports the Union's position that applying its comparables these employes are paid less than similarly classified employes in other municipalities. Using the City's comparables it can be concluded these employes are paid more than similarly classified employes in other municipalities. The City's argument that because these employes work overtime they should not receive the adjustment is not persuasive. The City controls overtime by the number of employes it hires, and no employe should be denied a wage increase based on the fact that he or she works overtime.

Assuming, arguendo, these employes are entitled to a wage increase in excess of that offered by the City, any such increase must be based on a consideration other than the possession of a license, as the City does not require a license. Essentially the Union is requesting additional compensation for possession of a license when it is not a requirement of the job. Any adjustment for the possession of a license or other special qualifications must be based on a job requirement.

In the opinion of the undersigned the 10¢ per hour adjustment for Water and Sewer Department employes predicated on their possession of a license is not a valid basis for the granting of the requested adjustment.


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In the opinion of the undersigned, the Union's wage offer is the more reasonable, but the City's position regarding holidays and the equity adjustment is the more reasonable. On balance, the undersigned is persuaded the City's final offer is the more reasonable.

Having given due consideration to evidence, arguments, and statutory criteria, the undersigned renders the following

AWARD

The City's final offer is awarded.


Neil M. Gundermann, Arbitrator

Dated this 21st day
of May, 1981 at
Madison, Wisconsin.