

FEB 14 1983

STATE OF WISCONSIN
BEFORE THE MEDIATOR/ARBITRATOR

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

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 In The Matter of The :
 Mediation/Arbitration of :
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 CITY OF GREEN BAY BRIDGETENDERS :
 UNION, LOCAL 1672, AFSCME, :
 AFL-CIO :
 and :
 :
 CITY OF GREEN BAY :
 :
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Case CXII
 No. 30064 MED/ARB-1816
 Decision No. 19979-A

APPEARANCES:

James W. Miller, Staff Representative, Wisconsin Council 40, AFSCME, AFL-CIO, appearing on behalf of the City of Green Bay Bridgetenders Union, Local 1672, AFSCME, AFL-CIO.

Donald VanderKelen, Labor Negotiator, City of Green Bay, appearing on behalf of the City of Green Bay.

ARBITRATION HEARING BACKGROUND:

On October 28, 1982, the undersigned was notified by the Wisconsin Employment Relations Commission of appointment as mediator/arbitrator, pursuant to Section 111.70(4)(cm)6 of the Municipal Employment Relations Act in the matter of impasse between the City of Green Bay Bridgetenders Union, Local 1672, hereinafter referred to as the Union, and the City of Green Bay, hereinafter referred to as the City. Pursuant to the statutory requirements, mediation proceedings were conducted between the parties on December 9, 1982. Mediation failed to resolve the impasse and the matter proceeded to arbitration on the same date. At that time, the parties were given full opportunity to present relevant evidence and make oral arguments. The proceedings were not transcribed and the parties elected not to file briefs with the arbitrator.

THE ISSUE:

The sole issue of wages remains at impasse between the parties. The final offers of the parties are as follows:

UNION FINAL OFFER
9/30/82

WAGES:

January 1, 1982	55¢ per hour
May 30, 1982	18¢ per hour
September 1, 1982	17¢ per hour
December 1, 1982	17¢ per hour

Full payment of Wisconsin Retirement Fund contribution in dollar amounts.

CITY'S FINAL OFFER
FOR BRIDGETENDER - 1982 (9/30/82)

.55/hour - January 1, 1982 Wage increases
.18/hour - May 30, 1982
\$7 on pension

STATUTORY CRITERIA:

Since no voluntary impasse procedure was agreed to between the parties regarding the above impasse, the undersigned, under the Municipal Employment Relations Act, is required to choose the entire final offer of one of the parties on the unresolved issues.

Section 111.70(4)(cm)? requires the mediator/arbitrator to consider the following criteria in the decision process:

- A. The lawful authority of the municipal employer.
- B. The stipulations of the parties.
- C. The interests 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 employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes performing similar services and with other employes generally in public employment in the same community and in comparable communities and in private employment in the same community and 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 employes, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, 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.

POSITIONS OF THE PARTIES:

The parties mutually agree Door County, Winnebago, Manitowoc, Sheboygan, and Kaukauna are comparable for the purpose of determining rates for bridgetenders. In addition, the Union argues Milwaukee and Racine should be included as comparable. The Union states it takes this position because there are relatively few communities which have bridgetenders. It notes the City has continually objected to the inclusion of these communities in the Southeast corner of the State because

economic differences exist. The Union contends, however, this is not reason to reject their inclusion. The Union also asserts Door County and Green Bay are most comparable since they both handle the same type of shipping and have similar types of bridges. In addition to the mutually agreed upon comparables and those proposed by the Union, the City proposes the City of Appleton as a comparable.

Relying primarily upon the comparables, both parties advance arguments in support of their relative positions. The Union asserts a comparison of rates among comparable employers in both the public and private sectors, and a comparison of rates paid to employees performing similar types of work in the private sector and the rates paid employees performing similar types of work within City employment, itself, support its position. It declares that among those comparables which have bridgetenders, the wage increase it seeks is less than the average increase granted. Further, it contends the hourly rates paid the bridgetenders, compared to private sector employees are much less than the hourly rate paid the Green Bay area employees. It continues the rate paid the bridgetenders is also less than the rate paid private bridgetenders. Finally, the Union asserts that among the City of Green Bay employees who perform similar work, the bridgetenders are also paid the least amount. It notes the Department of Public Works and the Park Department employees are paid hourly wage rates of \$8.22 to \$8.26 per hour, a figure which is significantly more than the hourly rate paid bridgetenders in the City.

The City contends its offer is reasonable when the wage rate increase is compared to the external comparables and to the wage rate increases granted its employees within the City. Comparing itself with those governmental units which operate and maintain bridges, the City states its hourly rate increase offered is above the average increase. The City notes that when its offer is compared to the increases it has given its other employees, it offers the same cents per hour increase the other employees within the City were offered. Further, this increase results in the bridgetenders receiving the highest percentage increase among the Department of Public Works and Park Department employees. It posits that although the bridgetenders have not fared as well as these other employees in previous years, since 1980 it has made an effort to compensate these employees equally. Consequently, the City declares it cannot offer more than it proposes and that its offer is reasonable.

DISCUSSION:

Since there is such a relatively small number of governmental units which operate bridges, the undersigned has chosen to include all of the governmental units proposed by both the City and the Union. In including all of the governmental units as comparable, the undersigned did give secondary consideration to the Racine and Milwaukee communities as comparables since they are in a different urbanized area and reflect other demographics which differ from the remaining six governmental units.

In reviewing the rates paid the bridgetenders in each of these comparable governmental units, it is noted Racine's hourly rate is 13% higher than the rates paid in Milwaukee and a full 23% higher than the next highest rate which occurs in Door County. This significantly different hourly rate skews the average rate considerably when all eight governmental units are

considered. The undersigned notes the average hourly rate increase for all eight communities is \$8.23. This rate changes, however, when Racine is excluded and when Racine and Milwaukee are excluded. When Racine is excluded from the comparable governmental units, the average rate changes to \$7.93 and when Racine and Milwaukee are both excluded, the average rate becomes \$7.73. When these average hourly rates are reviewed in comparison to the offers extended by the City and the Union, the City's offer is more representative of the increases reflected in the other governmental units. At an ending rate of \$7.92, the City's offer is very comparable to the average rate paid by governmental units including Milwaukee and greater than the average rate which excludes Milwaukee and Racine.

The mean hourly rate of the eight governmental units is \$7.78.¹ The City's offer at \$7.74 for January 1, 1982 and \$7.92 for June 1, 1982 reflects a figure totally in keeping with the mean hourly rates. Further, Green Bay, with its increase in wages for 1982 under the City's offer, ranks second among the six most comparable governmental units and fourth if Racine and Milwaukee are also included. Thus, the undersigned concludes that on the basis of comparisons with governmental units doing similar types of work, the City's offer is reasonable.

When private sector comparisons are made, it appears the Union's offer is more reasonable. In drawing this conclusion, however, the undersigned finds it difficult to determine whether or not the Union's offer is in fact the more reasonable since there is no way to determine job responsibilities, similarities, the number of hours worked, etc. which are all important considerations when comparing the rate paid public sector employees with the rates paid private sector employees.

The City's offer is more reasonable when the rates offered Public Works and Park Department employees within the City are compared to the rates offered the bridgetenders. The bridgetender unit is correct when it states it has been paid less in the past. However, a review of the rate increases over the last several years indicates the City has recognized the compensation problem and has made an effort to correct the situation. In 1978, the evidence shows an effort was made to improve the bridgetenders' relative position with the City's other employees. Further, since 1980, the City has compensated both its Public Works and Park Department employees at the same rate it compensates the bridgetenders. When this is considered as a percentage increase, both in 1980 and 1981, the bridgetenders received a greater percentage increase in wages than the other employees within similar positions in the City. Thus, while the hourly rate paid the bridgetenders may be lower than the hourly rates paid the Public Works and Park Department employees, by offering the same cents per hour increase, the City, in effect, is attempting to provide "catch up" to the bridgetenders.

Since it is concluded the City's offer is more reasonable when it is compared with the rates offered in similar communities

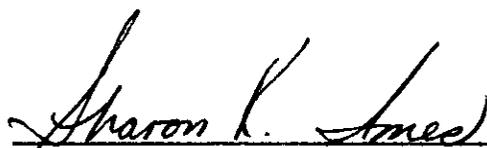
¹ \$7.78 reflects the median rate between \$7.73/hour paid in Appleton and \$7.83/hour paid in Kaukauna.

and since it is also concluded the City's offer is consistent with its offer to its other employees working in similar positions, while still providing the unit an opportunity to "catch up", the undersigned finds comparison with private sector rates of less importance when determining which of the final offers is more reasonable. Thus, having reviewed the evidence and arguments and after applying the statutory criteria and having concluded the City's offer is more reasonable when all the criteria are considered, the undersigned makes the following:

AWARD

The final offer of the City, along with the stipulations of the parties which reflect prior agreements in bargaining, as well as the predecessor collective bargaining agreement which remained unchanged during the course of bargaining, are to be incorporated into the collective bargaining agreement for 1982 as required by statute.

Dated this 8th day of February, 1983 at La Crosse, Wisconsin.



Sharon K. Imes
Mediator/Arbitrator

SKI/mls