

RECEIVED

STATE OF WISCONSIN
BEFORE THE ARBITRATOR

OCT 19 1983

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the Matter of Mediation/Arbitration

between

THE VILLAGE OF GRAFTON

and

TEAMSTERS LOCAL 200

CASE IX No. 30740

MED/ARB-2028

Decision No. 20492-A

APPEARANCES

On behalf of the Union: Scott D. Soldon, Esq., Goldberg, Previant, Uelmen, Gratz, Miller & Brueggeman, S.C., 788 North Jefferson Street, Milwaukee, WI 53202

On behalf of the Village: Roger E. Walsh, Esq., Lindner, Honzik, Marsack, Hayman & Walsh, S.C., 700 North Water Street, Milwaukee, WI 53202

BACKGROUND

The undersigned was notified by an April 19, 1983, letter from the Wisconsin Employment Relations Commission of his selection as Mediator/Arbitrator in an interest dispute between the Village of Grafton (hereinafter Village) and Teamsters Local 200 (hereinafter Union). The dispute concerns certain of the terms to be included in the parties' 1983-1984 Agreement covering all full-time and regular part-time employees in the Department of Public Works excluding clerical and law enforcement personnel, supervisory and confidential employees, water and waste water department employees, and library and recreational personnel.

Pursuant to statutory responsibilities, mediation was conducted on June 3, 1983. Mediation efforts did not result in settlement and the matter was advanced to arbitration later that same day for final and binding determination. Both parties filed post-hearing briefs. Based upon a detailed review of all the evidence and argument submitted, and relying upon the criteria set forth in Section 111.70 (4) (cm), Wisconsin Statutes, the Arbitrator has formulated this Award.

ISSUES

There are essentially three issues facing the Arbitrator:

1. What are the appropriate comparable communities to be utilized in this case?
2. What are the appropriate wage rates for 1983-1984?
3. After how many years' continuous service should covered employees be eligible for 5 weeks' vacation?

It is appropriate to evaluate the comparability question first. Thereafter, the merits of each remaining issue will be discussed individually. A discussion of the overall relative merit of the parties' offers will follow. The parties' final offers are attached hereto as Exhibits A (Village) and B (Union).

DISCUSSION

Comparability

Village Position. The Village believes that the comparables pool should be limited to the following municipalities:

Cedarburg
Mequon
Ozaukee County
Port Washington
Thiensville
Saukville

Furthermore, the Village objects to the use of municipalities outside of Ozaukee County, since they are either too far from Grafton geographically or too large to permit meaningful comparison.

Union Position. The Union asserts that the following municipalities should comprise the comparables pool (Union Exhibit 2):

Brown Deer
Cedarburg
Fond du Lac
Fox Point
Germantown
Glendale
Hartford
Menomonee Falls
Mequon
Port Washington
West Bend
Ozaukee County
Washington County

Analysis. Both size and geographic proximity are valid criteria for evaluating the extent to which employment conditions are comparable across communities. Table 1 has been constructed to juxtapose the population of Grafton to that of the proposed comparables:

TABLE I

COMMUNITIES BY SIZE (POPULATION)

Source: 1980 Federal Bureau of the Census (Union Exhibit 3)
* - Population data not included in record.

In the opinion of the Arbitrator the size comparison eliminates Menomonee Falls, Fond du Lac and West Bend from consideration.

Moreover, since the Village of Grafton lies within Ozaukee County the Arbitrator sees little reason to include Milwaukee County communities in the comparables pool. And there is no justification in the record to include them. Milwaukee County is larger and more extensively developed than is Ozaukee County, and a comparison of communities between the two with regard to conditions of employment does not seem reasonable. Accordingly, the following communities are eliminated from the comparables list: Brown Deer, Fox Point, and Glendale.

Hartford is geographically distant from Grafton and should be excluded for that reason. The Arbitrator sees no reason to exclude Germantown, even though it lies in Washington County. Washington and Ozaukee Counties are contiguous, Germantown is on the Washington/Ozaukee county line, and Washington and Ozaukee Counties are reasonably comparable.

As a result of the foregoing, the Arbitrator has concluded that it is appropriate to use the following communities as the comparables pool:

Cedarburg
Germantown
Mequon
Port Washington
Saukville
Thiensville
Ozaukee County
Washington County

Wages

Village Position. The Village has offered the following wage increases over the life of the 2-year Agreement: 4.0% effective January 1, 1983; 1.0% effective July 1, 1983; 4.0% effective January 1, 1984; and 1.0% effective July 1, 1984. The Village points out in its brief that the dollar amount between its wage offer and the Union's is very little over the life of the Agreement.

Union Position. The Union proposes a 5.0% wage increase effective January 1 of each year of the 2-year Agreement. It maintains that cost-of-living figures and wage settlements in comparable communities are supportive of its position.

Analysis. Comparison of the parties' wage offers with Bureau of Labor Statistics cost-of-living estimates is generally supportive of the Village's position. As measured by the Consumer Price Index Progression for Urban Wage and Clerical Workers, the cost-of-living has been decreasing generally since June of 1982, and the average increase between January and August, 1983, when comparing each month with the same month the previous year, has been a modest 3.1%.

Table II (see next page) has been constructed to illustrate cost-of-living trends since June, 1982. As reflected in the Table, cost-of-living figures were higher at the time the parties formulated their final offers than they are at present. Thus, the wage offers of both parties are equitable when compared to the rate of inflation.

TABLE II
CONSUMER PRICE INDEX PROGRESSION
U.S. CITY AVERAGE
ALL ITEMS
1967-100

URBAN WAGE EARNERS AND CLERICAL WORKERS

| | |
|----------------------------------|------|
| June, 1982 (Comp. to June, 1981) | 6.9% |
| July, 1982 (to July, 1981, etc.) | 6.3% |
| August, 1982 | 5.8% |
| September, 1982 | 4.9% |
| October, 1982 | 5.0% |
| November, 1982 | 4.6% |
| December, 1982 | 3.9% |
| January, 1983 | 3.5% |
| February, 1983 | 3.3% |
| March, 1983 | 3.7% |
| April, 1983 | 3.9% |
| May, 1983 | 3.4% |
| June, 1983 | 2.4% |
| July, 1983 | 2.2% |
| August, 1983 | 2.4% |

Source: United States Department of Labor, Bureau of Labor Statistics

Comparison of the parties' final offers to other wage settlements in the Village also suggests that the offer of the Village is the more reasonable. Its Police Unit settled voluntarily for wage increases identical to those it offered in the instant case. And non-represented Village employees were granted a 4% wage increase effective January 1, 1983, with no mid-year increase.

Moreover, comparison of the parties' offers against wage trends in comparable communities also seems to support adoption of the Village's wage offer as the more reasonable. Table III has been constructed for such a comparison.

TABLE III
1982-1983 WAGE INCREASES
(CREWMAN HOURLY RATES)

| <u>Municipality</u> | <u>1982</u> | <u>1983</u> | <u>% incr.</u> |
|---------------------|-------------|-------------|----------------|
| Cedarburg | \$8.73 | \$9.03 | 3.4 |
| Germantown | *** | *** | *** |
| Mequon | \$9.51** | * | * |
| Port Washington | \$9.03** | \$9.39** | 4.0 |
| Saukville | \$8.72 | \$9.20 | 5.5 |
| Thiensville | \$9.81 | \$10.25** | 4.5 |
| Ozaukee County | \$9.50 | * | * |
| Washington County | \$9.37 | * | * |
| Grafton | \$9.11 | | |
| Village Offer | | \$9.52** | 4.5 |
| Union Offer | | \$9.57 | 5.0 |

* - Unsettled at time record closed.

** - Average rate, including mid-year increase.

*** - Record not sufficiently specific.

It is fairly clear from Table III that the Village's wage offer does not cause its employees to lose their wage position vis-a-vis their counterparts in comparable communities.

On balance, therefore, the Arbitrator has concluded that the wage offer of the Village is slightly more reasonable than that of the Union.

Vacations

Village Position. The Village offers 5 weeks of vacation after 25 years of continuous service. It believes that its offer is more than reasonable when contrasted with vacations provided by appropriate comparable communities.

Union Position. The Union points out that its final offer of 5 weeks' vacation after 20 years of continuous service will affect only 3 employees during the term of the current Agreement. It also notes that the employer's final offer will affect no one and, as such, it is a no-cost item. Finally, the Union argues, its final offer merely allows Grafton employees to catch-up to the many municipalities which already grant five weeks' vacation.

Analysis. The final offers of both parties provide for 5 weeks' vacation. Thus, the general concept of a 5-week vacation is not at issue. The critical aspect of the vacation question concerns the amount of time an employee must serve the Village before becoming eligible.

Table IV has been constructed to compare the parties' offers on vacation eligibility with that in practice among comparable communities.

TABLE IV
VACATION ELIGIBILITY

| <u>Municipality</u> | <u>Four Weeks</u> | <u>Five Weeks</u> |
|---------------------|-------------------|-------------------|
| Cedarburg | 15 years | 25 years |
| Germantown | * | 20 years |
| Mequon | 14 years | 21 years |
| Port Washington | 20 years | 25 years |
| Saukville | 12 years | none |
| Thiensville | 15 years | none |
| Ozaukee County | 15 years | 25 years |
| Washington County | * | 27 years |
| Grafton | 14 years | |
| Village Offer | | 25 years |
| Union Offer | | 20 years |

* - Information not included in record.

From Table IV it is clear that the Village's final offer would advance its employees to a position equal to or better than their counterparts in 6 of the 8 comparable communities. The Arbitrator recognizes that it will affect no employees during the term of the current agreement, but also notes that movement to 5-weeks' vacation from the current 4 weeks will eventually amount to a sizeable cost item. And, based upon the information in Table IV, the Arbitrator does not agree with the Union's argument that Village employees need 5-week vacation eligibility after

20 years' continuous service in order to "catch up" with employees in comparable communities. Accordingly, the Arbitrator has concluded that the final offer of the Village on vacation eligibility is the more reasonable.

Overall Comparison of the Offers

From the foregoing it has been decided that the final offer of the Village is the more reasonable on each of the two issues, so there is no need to determine which issue is the more significant in order to select one package over the other.

AWARD

The final offer of the Village attached hereto and marked Exhibit A shall be incorporated into the parties' 1983-1984 collective bargaining agreement along with all of the provisions of the previous agreement which remain unchanged and along with the stipulated changes agreed to by the parties.

Dated at Shorewood, Wisconsin this 14th day of October, 1983.

Steven Briggs

Steven Briggs,
Mediator-Arbitrator

1983

FINAL OFFER OF THE VILLAGE OF GRAFTON
TO TEAMSTERS LOCAL 200

March 23, 1983

The provisions of the 1982 Contract are to be continued for a two year term from January 1, 1983, through December 31, 1984, except as modified by the "Agreed Items" dated March 23, 1983, and as follows:

1. Article XIV - Vacations. Add the following to the list of vacation entitlements:

"Effective January 1, 1984, twenty-five (25) years of continuous service - five (5) weeks."

2. Appendix "A" - Wages. Revise to the following:

- "The following minimum hourly wage rates will be paid to full-time employees covered by this Agreement:

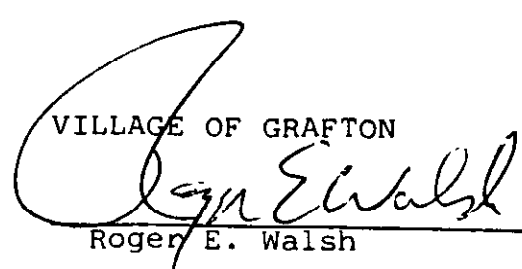
| | Effective <u>1/1/83</u> | Effective <u>7/1/83</u> | Effective <u>1/1/84</u> | Effective <u>7/1/84</u> |
|---------|----------------------------|----------------------------|----------------------------|----------------------------|
| Foreman | 9.59 | 9.69 | 10.08 | 10.18 |
| Crewman | 9.47 | 9.56 | 9.94 | 10.04 |

Newly employed crewmen will be paid as follows:

| | Effective <u>1/1/83</u> | Effective <u>7/1/83</u> | Effective <u>1/1/84</u> | Effective <u>7/1/84</u> |
|--------------|----------------------------|----------------------------|----------------------------|----------------------------|
| <u>Start</u> | 6.15 | 6.21 | 6.46 | 6.52 |

After completion of:

| | | | | |
|--------------------------------|------|------|------|------|
| ninety (90) days of employment | 7.01 | 7.07 | 7.35 | 7.43 |
| six (6) months of employment | 7.77 | 7.84 | 8.15 | 8.23 |
| nine (9) months of employment | 8.62 | 8.70 | 9.05 | 9.14 |

VILLAGE OF GRAFTON


Roger E. Walsh

3/23/83

Handwritten initials

3-23-83

The following are not mutually agreed to:

ARTICLE VIII

Effective January 1, 1983, five percent (5%). Effective January 1, 1984, five percent (5%).

ARTICLE XIV

14.1. Add: twenty (20) years of continuous service, five (5) weeks.

The agreed to ARTICLES and all other provisions of the 1982 Contract are to be continued for a two-year term from January 1, 1983, through December 31, 1984.

Ken Friesner

*REW
3/23/83*