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AUG 07 1985

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION
IN THE MATTER OF MEDIATION/ARBITRATION PROCEEDINGS

BETWEEN

MILWAUKEE DISTRICT COUNCIL
48, LOCAL 2, AFSCME, AFL-CIO

and

CITY OF GREENFIELD (PUBLIC
WORKS)

Case 79 No. 34247
MED/ARB 3082
DECISION AND AWARD
OF ARBITRATOR
Decision No. 22411-A

I. BACKGROUND

This is a matter of final and binding interest arbitration pursuant to Section 111.70(4)(cm)6 of the Wisconsin Municipal Employment Relations Act. AFSCME Local 2 (Union) is the exclusive bargaining representative of certain employees of the City of Greenfield (City or Employer) in a collective bargaining unit consisting of all regular full-time and regular part-time employees in the Department of Public Works, including working crew leader, garage mechanic, operators, truck drivers, maintenance and laborers, supply clerk and custodians, but excluding supervisory, managerial, professional and craft employees and further excluding all temporary and seasonal employees.

The Union and the City have been parties to a collective bargaining agreement that will expire on December 31, 1985. On October 16, 1984, the parties exchanged their initial proposals on matters to be reopened in the collective bargaining agreement. On December 10, 1984, the Union filed a petition with the Wisconsin Employment Relations Commission (WERC) requesting that the Commission initiate mediation-arbitration proceedings. On February 11, 1985, the parties submitted their final offers to the WERC investigator.

On March 7, 1985, the WERC certified that the conditions precedent to the initiation of mediation/arbitration had been met. The parties thereafter selected Jay E. Grenig as the mediator/arbitrator in this matter.

Mediation proceedings were conducted on May 17, 1985. The parties were unable to reach voluntary settlement and the matter was submitted to the Mediator/Arbitrator serving in the capacity of arbitrator on May 17, 1985. The City was

represented by Gary M. Ruesch, Attorney at Law, Mulcahy & Wherry. The Union was represented by Anthony F. Molter, Staff Representative, AFSCME Council 48.

The parties were given full opportunity to present relevant evidence and arguments. Upon receipt of the parties' briefs, the record was declared closed on June 21, 1985.

II. FINAL OFFERS

The sole issue before the Arbitrator is the issue of dental insurance for employees. The collective bargaining agreement does not presently provide public works employees with dental insurance. The City has proposed no change in the current contract language. The Union has proposed the implementation of a dental plan in accordance with its offer attached to this award as Exhibit A.

III. STATUTORY CRITERIA

In determining which offer to accept, the Arbitrator must give weight to the following statutory (Wis. Stats. sec. 111.70(4)(cm)7) criteria:

- a. The lawful authority of the employer.
- b. Stipulations of the parties.
- c. The interests 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 the same community and in comparable communities and in private employment in the same community and 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 wages, 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, factfinding, arbitration, or otherwise between the parties in the public service.

IV. POSITIONS OF THE PARTIES

A. THE UNION

The Union argues that the comparables favor its position. The Union submits as its list of comparable communities West Allis, Wauwatosa, Oak Creek, Hales Corners, and South Milwaukee. It notes that all of these communities have negotiated dental insurance plans with their unions.

With respect to internal comparables, the Union asserts that the police bargaining unit received a three-year wage increase of 19.1% while the public works employees received a three-year increase of 16.9%. The clerical employees and the fire fighters received substantially the same increase as public works. The police supervisors received a three-year increase of 19.1% and the non-union employees received 18%. According to the Union, granting dental insurance to a bargaining unit on the low end of the wage increase range "would not upset an apple cart that is already turned over."

B. THE CITY

Pointing out that no City employees received dental insurance benefits in 1983, 1984 or 1985, the City argues it has attempted to establish a policy of relative consistency with respect to wage increases and fringe benefits among City employees. According to the City, granting a new benefit to one bargaining unit would set a precedent, not only for that bargaining unit, but for all others in the City.

For external comparables, the City has used the communities comprising the metropolitan area. These communities are Brown Deer, Cudahy, Franklin, Glendale, Greendale, Hales Corners, Oak Creek, St. Francis, Shorewood, South Milwaukee, Wauwatosa, West Allis, West Milwaukee and White Fish Bay. The City claims that its pool of comparable communities is the more appropriate for use in these proceedings based on population, geographic location, number of bargaining unit employees, equalized valuation and full tax rates. In addition, it says that these comparables were utilized by Arbitrator Zeidler in *City of Greenfield (Police)*, Dec. No. 20611-B (1983).

The City asserts that only six of the fourteen comparable communities provide dental insurance for their public works employees. Only five of the most comparable communities (using Arbitrator Zeidler's two-tier analysis of comparables) provide dental benefits to their public works employees.

The City stresses that maintenance of the status quo is especially important in the context of a limited reopener of a multi-year agreement. It says the Union has failed to establish a compelling need for a change in the current benefit levels.

According to the City, City employees represented by the Union received a wage increase during the term of the collective bargaining unit which was in excess of that received by employees in the comparable communities.

The City argues that the Union's final offer is vague and ambiguous because it fails to address the cost impact of the dental insurance plan.

V. ANALYSIS

The population of the City was 32,255 in 1983. The populations of the comparables proposed by the Union range from a low 6,859 (Hales Corners) to a high of 64,755 (West Allis). The populations of the comparables proposed by the City range from a low of 3,540 (West Milwaukee) to a high of 64,755 (West Allis).

Both parties' comparables are geographically proximate to the City. The City's equalized valuation (\$824,096,200) places it third among the fourteen comparables proposed by the City. The City's 1983 full value tax rate for 1983 (\$29.38) is slightly below the average tax rate of the comparables (\$31.41) proposed by the City.

The City's comparables have bargaining units larger and smaller than the bargaining unit here. All but one of the comparables have bargaining units at least twice as large as the bargaining unit here.

Based on geographic location, population, number of bargaining unit employees, equalized valuation, and full value tax rates, the comparables proposed by the City would give a more complete picture than the Union's. A further reason for using the City's comparables is the use of these comparables by Arbitrator Zeidler in another interest arbitration involving the City and another bargaining unit.

An examination of the benefits provide by the comparable employers shows that six of the fourteen provide dental insurance benefits to their public works employees.

greater than that received by public works employees in the comparable cities. (The wage rate increases ranged from 3.0% to 5.5%).

With respect to internal comparables, no other bargaining unit of City employees has dental insurance. Over the past three years, fire fighters and clerical employees received the same wage increase as public works employees. The police and police supervisors received a larger increase. Nonunion employees also received a larger increase. Although some bargaining units in the City may have received a larger three-year wage increase than the bargaining unit represented by the Union, the record indicates that two other bargaining units received the same increase as the Union. Even if this difference provided a basis for some sort of increased benefit, the evidence does not show how much the Union's proposal would cost. In the absence of this information, it cannot be determined what the effect of the Union's proposal would be on the employees' total compensation.

Because the introduction of a new benefit such as dental insurance has far reaching consequences for the City and the Union it is preferable that such a benefit be mutually agreed upon by the parties rather than instituted by an arbitrator. Changes in the basic working conditions should not be initiated through interest arbitration in the absence of a showing that the conditions at issue are unfair or unreasonable or contrary to accepted standards. Interest arbitration should not be used to expand the rights of either party beyond what they might be absent compulsory arbitration.

Since the evidence shows that only a small portion of the comparable employers provide their public works employees with dental insurance and none of the other City employees are provided with dental insurance, it has not been shown that that the conditions existing in the City with respect to dental insurance are contrary to accepted standards. Furthermore, the evidence does not establish that the present working conditions with respect to dental insurance are unfair or unreasonable. Thus, the record does not show a compelling reason to disturb the status quo at this time.

VI. AWARD

Having considered all the arguments and the relevant evidence submitted in this matter, it is concluded that the City's final offer is more reasonable than the Union's.

Executed at Waukesha, Wisconsin, this fifth day of August, 1985.

Jay E. Grenig
Jay E. Grenig

Final Offer of Local 2 (Greenfield D.P.W.)

Affiliated with Milwaukee District Council 48, AFSCME, AFL-CIO

To

The City of Greenfield

1. All other provisions of the current Agreement (January 1, 1983 thru December 31, 1985) shall remain unchanged except as follows:

a) City to provide the following dental plan and to pay the full premium for the single and family plan;

FIREMAN'S FUND DENTAL PLAN

<u>Class 1 - Preventive Services</u>	100%
Oral Examinations	
X-rays	
Cleaning	
Fluoride Treatment	
Space Maintainers	
<u>Class 2 - Basic Services</u>	85%
Emergency Treatment	
Amalgam, Silicate, Acrylic Fillings	
Endodontics	
Periodontics	
Oral Surgery	
Local Anesthesia	
Extractions	
Stainless Steel Crowns	
<u>Class 3 - Major Services</u>	50%
Gold Foil Fillings	
Inlays and Onlays	
Crowns	
<u>Class 4 - Prosthodontic Services</u>	50%
Removable or Fixed Bridgework	
Partial or Complete Dentures	
<u>Class 5 - Orthodontic Services</u>	50%
Teeth Straightening Procedures	
<u>Deductible</u>	\$25.00
Applies to Class 2, 3 and 4 Services Only	
<u>Annual Non-Orthodontic Maximum</u>	\$1,500.00
<u>Lifetime Orthodontic Maximum</u>	\$1,500.00

AFM

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1/15/02

EXHIBIT A

5-13-02