

DEC 27 1985

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

EDWARD B. KRINSKY, INC.
Edward B. Krinsky, Arbitrator
2021 Chamberlain Avenue
Madison, Wisconsin 53705
(608) 257-1060 or 231-1898

In the Matter of Mediation-	:	
Arbitration Between	:	
CITY OF WAUSAU	:	Case 31
	:	No. 34078
and	:	MED/ARB-3022
	:	Decision No. 22439-A
WAUSAU CITY EMPLOYEES UNION	:	
LOCAL 1287, AFSCME, AFL-CIO	:	
	:	

Appearances:

Mulcahy & Wherry, S.C., by Dean R. Dietrich, for
the City.
Daniel J. Barrington, Staff Representative, for
the Union.

On May 15, 1985, the Wisconsin Employment Relations Commission appointed the undersigned as Mediator-Arbitrator in the above-captioned case. On August 7, 1985, the undersigned met with the parties for a mediation session during which all issues other than the wage rate for 1985 and 1986 were resolved. Also on that date, at the conclusion of mediation, the parties presented their dispute to the arbitrator.

At the hearing the parties had the opportunity to present evidence, testimony and arguments. No transcript of the proceedings was made. At the conclusion of the hearing the parties agreed to submit briefs and reply briefs. The proceedings were delayed by the late filing of the Union's brief. The briefs were exchanged on November 13, 1985. No reply briefs were submitted.

As mentioned above, the sole remaining issue between the parties is wages. The City offers a 4% increase for 1985 and a 4% increase for 1986. The Union offers 4.4% for 1985 and 4.5% for 1986.

In making his decision, the arbitrator is required to give weight to the factors enumerated in the statute. There is no dispute in this case with regard to "(a) the lawful authority of the Employer; (b) stipulations of the parties; (c) interests and welfare of the public and the financial

ability of the unit of government to meet the costs of any proposed settlement; (f) overall compensation presently received by the municipal employees...; (g) changes during the pendency of the arbitration; and (h) other factors normally or traditionally taken into account." The arbitrator has discussed (e) cost of living, below. The focus of this dispute is on the weight to be given to (d) comparability.

With regard to cost-of-living, data provided by the County show that the U.S. City Average for All Urban Consumers rose 4.0% from December 1983 to December 1984. The increases from January through June 1985, above 1984 levels, have been below 4% in each month. These cost-of-living increase figures favor the City's final offer, in the arbitrator's opinion.

With regard to comparability, both parties presented data about internal and external comparisons in the public sector. The parties differ concerning which cities should be used for comparisons. The City uses six cities located in the contiguous counties. These cities are: Antigo, Marshfield, Merrill, Rhinelander, Stevens Point and Wisconsin Rapids. The Union draws comparisons with eleven cities, none of which are in the contiguous counties. These cities are: Appleton, Eau Claire, Fond du Lac, Janesville, Kenosha, LaCrosse, Oshkosh, Racine, Sheboygan, Waukesha and Beloit.

The arbitrator has decided that the City's comparisons are more useful. Although each of the cities used is smaller than Wausau, they are in the same geographic and labor market area. They should not determine what the wages in the City should be necessarily, but they can be used for purposes of showing how the City compared to them in the past, and what the parties' final offers would do to those comparisons. While some of the Union's proposed comparisons might be appropriate based on population and financial considerations, there is not sufficient data presented to make such a conclusion. None of the cities is in the same geographic or labor market area, and there is no evidence that these cities have been used by the parties previously for comparison purposes.

In this dispute the parties' wage offers are close enough to one another so that they do not affect the relative rankings of the comparison cities to any significant degree in 1985, whichever set of comparables is used. The 1986 data are incomplete. The parties' final offers differ by 3 - 5 cents per hour at the maximum rates in 1985, and by 7 - 10 cents per hour in 1986.

The arbitrator has compared the City's 1984 rates and the proposed 1985 and 1986 rates with the median rates of the other six cities, for each of the job classifications for which data are provided. The 1986 data shown assume that the

median will fall between the same two cities as occurred in 1985, and the 1986 data for those cities are available. In the following chart a negative number indicates that the City's rate is that number of cents an hour below the median; a positive amount indicates that the City's rate is above the median.

Maximum Rates for:	1984	1985	1986
Mechanic	- 7 cents	City: -7.5 or -5 Union: -2.5 or -1	-5 or -8* +3 or 0
Heavy Equip. Op.	+22 cents	City: + 21.5 Union: + 24.5	+ 18 + 25
Light Equip. Op.	+36 cents	City: + 62 Union: + 65	+ 60.5 + 67.5
Small Truck Driver	+26 cents	City: + 23.5 Union: + 26.5	n.a.
Large Truck Driver	+56.5 cents	City: + 55.5 Union: + 58.5	n.a.
Laborer	+43 cents	City: + 41 Union: + 44	n.a.
Certified Water Plant Operator	+62 cents	City: + 56.5 Union: + 60.5	+ 56.5 + 65.5
Certified Waste- water Plant Operator	+22.3 cents	City: + 11 Union: + 15	n.a.

* Depends on the outcome of the Marshfield arbitration

The arbitrator views the comparisons of the parties' final offers in relationship to the six comparable cities as slightly favoring the Union's final offer. For 1985, and for those classifications where there is sufficient data to reach a conclusion for 1986, the Union's offer appears to maintain the cents per hour differentials in relationship to the median to a greater extent than does the City's offer. Since the evidence suggests also that the City of Wausau is at least as well off financially as the comparison cities, there is no reason why it should lose ground in relationship to the median rates of those cities.

The parties presented data with regard to internal comparisons. The City argues that its offer is consistent with that offered to all of its other bargaining units and non-represented employees, and it presents data showing that the City as well as Marathon County with which it has a joint personnel function, has striven over the past several years to give uniform wage increases to its employees.

The Union presented data showing that the offers given by the County and City were not uniform, and that some units were indeed offered more than 4%. In some units employees were given classification and other adjustments. The City acknowledged and explained these adjustments. The arbitrator makes no judgment with respect to the necessity for these adjustments.

The Union argues that these deviations are extensive enough, and in enough of the units to indicate that there is indeed no 4% - 4% pattern. It notes also that only one of the bargaining units has reached a voluntary settlement for 1986.

At the time of the arbitration hearing three County units were in arbitration (Sheriffs, Parks, Highway). Three County units were not settled (Sheriff Supervisors, Courthouse Non-Professional, CETA). One unit (Social Services Non-Professional) was settled on a non-precedent basis. Three units (Courthouse Professionals, Social Service Professionals, Health) representing 70 of the County's represented employees had settled for 4% - 4%, but of these three units, two had received additional special adjustments. If the City units are added to the mix, two settled voluntarily for 4% - 4% (Fire, Police Supervisors) and one (Police) received 4% for 1985 in arbitration. Two units (DPW and City Hall) representing 130 of the City's 236 represented employees had not settled for 1985 or 1986.

Since the police, fire and police supervisor units representing almost half of the City's represented employees have reached agreement voluntarily or through arbitration for

1985, it would appear that a 4% pattern for 1985 has been established by the City. It would appear that the County had not established a 4% - 4% pattern of settlements as of the time of the arbitration hearing.

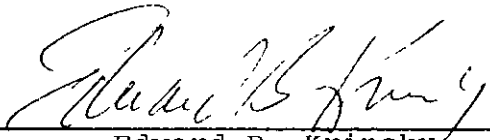
The arbitrator's decision in this case is a difficult one because he must choose one offer only, where in fact both offers are reasonable and both are supportable based on the data presented. The arbitrator has concluded that the City's arguments for maintaining the same wage pattern for all of its employees, where it has in fact established a 4% pattern for 1985 for almost half of its represented employees, outweighs the Union's arguments with regard to the relative deterioration in the unit's wages compared to the other cities that will result from implementation of the City's offer. The arbitrator notes that the deterioration is 1 cent per hour or less in 1985 in three of the benchmark classifications and 2 - 2 1/2 cents per hour in two additional ones. There is substantial improvement in one classification. The two classifications which suffer relatively under the City's offer are those of Certified Water Plant Operator and Certified Wastewater Plant Operator, but the deterioration is marked under both offers which are 4 cents per hour apart in 1985.

Based on the above facts and discussion, the arbitrator hereby makes the following

AWARD

The City's final offer is selected.

Dated at Madison, Wisconsin, this 25th day of December, 1985.



Edward B. Krinsky
Mediator-Arbitrator