

DEC 15 1986

WISCONSIN EMPLOYMENT
RELATIONS COMMISSIONDECISIONIN THE MEDIATION/ARBITRATION
BETWEEN THECITY OF HARTFORD CITY HALL
AND RELATED EMPLOYEES,
LOCAL 1432B, AFSCME, AFL-CIOCase 23, No. 36241
MED/ARB-3736
Decision No. 23373-A

and

THE CITY OF HARTFORD

I. HEARING

On June 5, 1986, a hearing was held on the above-captioned mediation/arbitration proceedings at the City Hall in the City of Hartford, Wisconsin. The hearing took place following a mediation attempt which had concluded unsuccessfully one month earlier, on May 5, 1986. Briefs were received from the parties according to a briefing schedule set out at the conclusion of the hearing.

II. APPEARANCES

Richard W. Abelson, Staff Representative, AFSCME Council 40, AFL-CIO, appeared on behalf of the employees of AFSCME Local 1432B (hereafter "the Union"). Also present were Christine Parker, a City Library Cataloguer; Ronald Loomis, the City Chauffeur; and Charles L. Short, an Engineering Aide; all testified on behalf of the Union.

Thomas E. Bercher, the City Administrator, appeared on behalf of the City of Hartford (hereafter "the City"). He was joined by Michael J. Gellausen, the City Librarian.

III. NATURE OF THE PROCEEDINGS

This is a final and binding arbitration proceeding brought between the parties under Section 111.70(4)(cm), Wis.Stats., the Municipal Employment Relations Act.

This mediation/arbitration proceeding differs from the typical proceeding under this statute because this will result in the first contract between the City and this Union. Prior to the filing of this petition, the employees of the unit in question (the City of Hartford City Hall and the Library) were not members of a labor union.

On December 30, 1985, the Union filed a petition with the Wisconsin Employment Relations Commission alleging that an impasse existed between it and the City of Hartford, and requested that the Commission initiate mediation/arbitration. David E. Shaw, a member of the Commission staff, conducted an investigation and concluded that the parties were at an impasse. On March 17, 1986, the Commission advised the parties that within ten days they must select a mediator/arbitrator. On March 31, 1986, this Arbitrator was advised that he had been selected by the parties to mediate and arbitrate this dispute.

A hearing on the merits of this dispute was scheduled for May 5, 1986 in the Hartford City Hall. The parties concluded that it would be more appropriate to use that date for a mediation effort. The mediation was attempted but was ultimately unsuccessful. An arbitration hearing date was selected for June 5, 1986, and at that time, evidence was submitted by the parties. Briefs were to be sent to the Arbitrator by July 18, 1986. The parties concluded that reply briefs were unnecessary. Pursuant to stipulation, the deadline for filing by the City was extended to May 24, 1986, and by the Union to August 1, 1986.

IV. THE FINAL OFFERS

A. The City's Final Offer

The City's final offer reads as follows:

CITY'S FINAL OFFER

<u>Range</u>	<u>Class</u>	<u>Start</u>	<u>Off Probation</u>	<u>1985 1 Year</u>
I	Taxi Driver (PT) Dispatcher (PT) Other City PT help Ceramics Supv; DPW Sec	\$3.52	\$ 3.75	\$ 4.00
II	Library Aide (PT) Rec Supervisor (Asst.)	4.00	4.32	4.70
III	Library Aide (FT) Switchboard Receptionist Maintenance Person III [Stay @ start until 6/1/85; stay @ ma ____ until 6/1/86]	5.34	5.80	6.30
IV	Library Assist./Circulation Cashier Chauffeur	5.90	6.48	7.00
V	Clerk Typist II (2) Account Clerks Admin. Secretary/Library Engineering Aide	6.60	7.10	7.70
VI	Cataloguer Accounting Assistant *1 Maintenance Person IV	7.48	7.98	8.58
VII	Sr. Engineering Technician *2 Assistant Bldg. Inspector	8.38	8.90	9.50
VIII	Computer Programmer	9.90	10.85	11.75

+4% for 1986

*1 Redlining this position so there is no reduction of wages.

*2 \$1.00 premium in hourly rate upon Sr. Engineering Technician becoming licensed surveyor.

Library Hours

The schedule of work hours for Library personnel shall be posted one week in advance of commencement, and hours for personnel shall not be changed during any six-week period except that hours may be changed to provide for unexpected absences.

9.06 - The city rejects the Union's proposed Section 9.06, and offers no alternative.

B. The Union's Final Offer

The Union's final offer reads as follows:

UNION'S FINAL OFFER

9.02 ... Library: The schedule of work hours for the Library shall be attached to the contract as Appendix 2. The parties agree that on an experimental basis, the Library can implement a schedule for the summer of 1986 that provides for regular scheduled hours of work in the Library on Saturdays.

In the event that the Library Director determines that the schedule of hours in the Library should be altered or amended due to a change in the composition of the work force (i.e., the number of full-time or part-time employees) or for any other reason, the Library Director will draft a new schedule of hours and submit such new schedule of hours within five (5) working days. In the event that the parties are unable to agree on the new schedule of hours the proposed revisions will not be implemented and the matter will immediately be submitted to an arbitrator pursuant to Section 7.01, Step 4, for purposes of receiving a final and binding decision.

For the temporary alteration of work schedules due to vacations, sick leave or other leaves of absence under the terms and conditions of the contract, the hours of work of part-time employees will be increased, and the full-time employee hours will not be amended or altered.

9.06 - CHANGE IN SCHEDULES: The City will not change the schedule of a regular full-time employee in order to avoid the payment of overtime.

18.01 - WAGE RATES: Wage rates for employees covered by this Agreement shall be as listed in Appendix attached hereto.

APPENDIX 1A, WAGE SCHEDULE
Effective January 1, 1985

<u>Range</u>	<u>Class</u>	<u>Start</u>	<u>Off Probation</u>	<u>1 Year</u>
I	Taxi Driver Dispatcher Ceramics Supervisor	\$ 3.60	\$ 3.83	\$ 4.08
II	Library Aide (PT) Recreation Assistant	4.03	4.36	4.71
III	Library Aide (FT) Switchboard Operator DPW Secretary Maintenance III (1)	5.45	5.89	6.36
IV	Library Assistant-Circulation Cashier	6.02	6.55	7.08
V	Clerk-Typist II Account Clerk Administrative Secretary-Library Chauffeur (2)	6.63	7.22	7.80
VI	Cataloguer Engineering Aide (2) Accounting Assistant Maintenance IV (3)	7.63	8.25	8.93
VII	Senior Engineering Technician (3) Assistant Building Inspector	8.55	9.30	10.06

APPENDIX 1A, WAGE SCHEDULE
 Effective January 1, 1985
 (Continued)

<u>Range</u>	<u>Class</u>	<u>Start</u>	<u>Off Probation</u>	<u>1 Year</u>
VIII	Computer Programmer	\$10.06	\$10.94	\$11.83

- (1) Start rate 6/1/85; Off Probation rate at end of the probationary period; 1 Year rate 6/1/86.
- (2) In the event that the Senior Engineering Technician attains a Surveyor's license the Senior Engineering Technician will be reclassified to City Surveyor/Senior Engineering Technician at a rate of pay \$1.00 per hour over and above Range VII.
- (3) Off Probation rate 1/1/85; 1 Year rate 7/1/86.

APPENDIX 1B, WAGE SCHEDULE
 Effective January 1, 1986

<u>Range</u>	<u>Class</u>	<u>Start</u>	<u>Off Probation</u>	<u>1 Year</u>
I	Taxi Driver Dispatcher	\$ 3.74	\$ 3.98	\$ 4.24
II	Library Aide (PT) Recreation Assistant	4.19	4.53	4.90
III	Library Aide (FT) Switchboard Operator DPW Secretary Maintenance III (1)	5.67	6.13	6.61
IV	Library Assistant-Circulation Cashier	6.26	6.81	7.36
V	Clerk-Typist Account Clerk Administrative Secretary-Library Chauffeur (2)	6.90	7.51	8.11
VI	Cataloguer Engineering Aide (2) Accounting Assistant Maintenance IV	7.94	8.58	9.29
VII	Senior Engineering Technician (3) Assistant Building Inspector	8.89	9.67	10.46
VIII	Computer Programmer	10.46	11.38	12.30

- (1) Start rate 6/1/85; Off Probation rate at end of the probationary period; 1 Year rate 6/1/86.
- (2) In the event that the Senior Engineering Technician attains a Surveyor's license the Senior Engineering Technician will be reclassified to City Surveyor/Senior Engineering Technician at a rate of pay \$1.00 per hour over and above Range VII.
- (3) Off Probation rate 1/1/85; 1 Year rate 7/1/86.

APPENDIX 2 - LIBRARY SCHEDULE

<u>Library Staff</u>	<u>Mondays</u>	<u>Tuesdays</u>	<u>Wednesdays</u>	<u>Thursdays</u>	<u>Fridays</u>	<u>Saturdays</u>
Secretary	8:30-5:30	11:30-4:30 5:30-8:30	8:30-5:30	8:30-5:30	8:30-5:30	WEEK 1 OFF
						WEEK 2 5:00-8:30 9:30-2:00
						WEEK 3 8:30-5:30 OFF

Circulation Librarian	11:30-4:30 5:30-8:30	8:30-5:30	8:30-5:30	8:30-5:30	8:30-5:30	WEEK 1 OFF
						WEEK 2 5:00-8:30 9:30-2:00
						WEEK 3 8:30-5:30 OFF

Cataloguer	8:30-5:30	8:30-5:30	11:30-4:30 5:30-8:30	8:30-5:30	8:30-5:30	WEEK 1 OFF
						WEEK 2 8:30-5:30 OFF
						WEEK 3 5:00-8:30 9:30-2:00

Library Aide V	9:00-1:30	11:30-4:30 5:30-8:30	9:30-2:30	OFF	8:30-5:30	WEEK 1 OFF
						WEEK 2 8:30-5:30 OFF
						WEEK 3 5:00-8:30 9:30-2:00

Library Aide IV	1:00-5:00	5:30-8:30	9:30-2:30	OFF	8:30-5:30	WEEK 1 OFF
						WEEK 2 5:00-8:30 9:30-2:00
						WEEK 3 8:30-5:30 OFF

Library Aide III	9:00-1:00	OFF	9:30-2:30	5:30-8:30	5:00-8:30	WEEK 1 9:30-2:00
						WEEK 2 8:30-5:30 OFF
						WEEK 3 8:30-5:30 OFF

Library Aide II	1:30-5:30	OFF	5:30-8:30	5:30-8:30	1:30-5:30	WEEK 1 OFF
						WEEK 2 1:30-5:30 OFF
						WEEK 3 5:30-8:30 9:30-2:00

APPENDIX 2 - LIBRARY SCHEDULE
(Continued)

<u>Library Staff</u>	<u>Mondays</u>	<u>Tuesdays</u>	<u>Wednesdays</u>	<u>Thursdays</u>	<u>Fridays</u>	<u>Saturdays</u>
Library Aide I	5:30-8:30	OFF	5:30-8:30	5:30-8:30	5:30-8:30	WEEK 1 9:30-2:00
					OFF	WEEK 2 OFF
					OFF	WEEK 3 OFF

V. STATUTORY CRITERIA

Section 111.70(4)(cm), Wis.Stats. requires that an Arbitrator consider the following factors when deciding a Mediation/Arbitration dispute:

111.70(4)(cm)(7) Factors Considered In making any decision under the Arbitration procedures authorized by this subsection, the Mediator-Arbitrator shall give weight to the following factors:

- (a) The lawful authority of the municipal employer.
- (b) Stipulations of parties.
- (c) Interest and welfare of the public and the financial ability of the unit of government to meet the costs proposed in the settlement.
- (d) Comparison of wages, hours, conditions of employment of municipal employees involved in Arbitration proceedings with wages, hours, conditions of employment of other employees performing similar services and with employees generally in the public service in the same community and in comparable communities.
- (e) The average consumer price for goods and services commonly known as the cost of living.
- (f) The overall compensation presently received by municipal employees, including direct wages, vacation, holidays and excused time, insurance, pensions, medical, hospitalization benefits, and 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 and traditionally taken into consideration and 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.

VI. ISSUES

The City and the Union have entered into tentative agreements that cover most of the provisions normally found in a labor agreement. Four areas remain unresolved: (1) the basic work schedule for the employees at the City Library; (2) the City's ability to change the work schedule for full-time employees in order to avoid overtime pay; (3) the rate of pay for part-time employees, that is whether it should be the same pay as or lower than those they replace; and (4) the pay rate in each of the eight agreed-upon classifications. A sub-issue here is which classification

should contain the positions of Chauffeur and Senior Engineering Technician. All other contract issues have been resolved.

VII. THE POSITION OF THE CITY

The City wants the Arbitrator to include in the comparable communities areas that are rural and not rely only on communities that are predominantly from the Milwaukee Standard Metropolitan Statistical Area. Arbitrator Frank Ziedler in the Hartford Union High School mediation/arbitration, found that the School District of Hartford is really a rural district, and that it is not typical of the other districts in the metropolitan Milwaukee area. It is difficult to find comparable wage schedules because there are so few organized municipalities of a similar size and composition in the relevant geographic area.

The evidence shows that the City commissioned a planning group to conduct a job evaluation study for its personnel and to develop a compensation plan. That study was commenced during 1981 and updated in 1983. The study was done by Hay Associates. It used objective criteria in evaluating the City jobs, weighted neither towards the union nor towards the employer.

The City objects to the Union's attempt to change the classification of the position of Chauffeur from Class IV to Class V, and the position of Engineering Aide from Class V to Class VI. These proposals are contrary to the Hay Associates study and, in the City's view, are without merit. The purpose of providing a schedule of job classification was to provide a career ladder for City employees. The City would have preferred fewer job classifications, but through collective bargaining, both sides agreed that eight categories were appropriate. The City contends that if the Chauffeur and Engineering Aide positions are re-classified, it will bode ill for future labor relations because it would create an unfair disparity between employees.

The City acknowledges that its wage rate is not the highest among the group of municipalities that they believe are comparable, but they assert are paying wages higher than most of those communities. The City points out that the Union offers wage data for only two wage classes, and no data at all as to the wages paid in the comparable communities for the rest of the job classifications.

The lowest pay classification in the schedule is Group I. The City has a proposed wage rate of \$3.50 per hour to start for that classification. This level includes the positions of Taxi Driver, Dispatcher and Part-Time Help. It is very difficult to find comparable cities that have the positions of Taxi Driver and Dispatcher. The part-time employees are included because the City believes that such employees require a great deal of training and that there is a high turnover among them. The City as a whole benefits by paying them lower wages in the Library and Transportation program because more people in the community can be served by reducing the cost to the taxpayers.

Classification II includes the positions of Library Aide (part-time) and Assistant Recreational Supervisors. The City is proposing a starting rate of \$4.00 an hour for those workers. Both of these are entry-level jobs, which call for limited skill. In the City's proposed group of comparable communities, four communities pay less and seven pay more than Hartford's offer. The City notes that the Union is proposing an hourly rate of only \$.01 more in this class, which the City sees a tacitly acknowledging the accuracy of the City's final offer.

Classification III includes the position of Library Aide (full-time), Switchboard Receptionist, Maintenance Person III. The Maintenance Person III is an entry-level position. The City's offer is higher than all but one of the comparable communities.

Classification IV includes the Librarian Assistant-Circulation, the Cashier, and the Chauffeur. The City proposes a starting rate of \$5.90 per hour, with an increase after one year to \$7.00 an hour, a 7% increase. The Union's final offer is substantially higher. Although the City of Rice Lake has a Chauffeur position, Hartford contends that the Rice Lake position is really a Bus Driver, not a Chauffeur.

The positions found in Classification V include Clerk Typist, Account Clerk, Administrative Secretary, and Library and Engineering Aide. These positions require either experience or formal training. The City's offer exceeds all the other communities in their group of comparable communities except West Bend and New Berlin. They specifically contend that the Engineering Aide position should be included in this level because it requires only a moderate level of skill. It should not be placed in the next higher level of skill as the Union proposes.

Classification V employees include the Cataloguer, the Account Assistant, and Maintenance Person IV. These positions require either at a minimum an Associate's Degree or a journeyman's level of competency. The City disputes the Union's proposal that the Engineering Aide should be included within this classification. They contend the level of competence is not quite that high.

Classification VII includes the Senior Engineering Technician and the Assistant Building Inspector. These are professional positions for which the City contends an hourly rate of \$8.38 is appropriate.

The final group, Classification VIII, contains only the position of City Computer Programmer. The functions of this position vary widely among communities. In some municipalities, this position is held by a persons who merely operates the computer; in other cities, the programmer supervises a large number of operators and other programmers. Based on the limited information regarding comparable salaries, Hartford ranks highest in compensation for this position. When compared with private employers, the wage rate is very favorable. The salaries for this position should be increased approximately 1%, instead of the Union proposal of a 2% increase because of the already high level of compensation.

The City points out its proposal would result in a cost in 1985 of \$343,662 and in 1986 of \$362,952.36. The overall increase in 1985 wages would be 5% over the 1984 rate and 4% in 1986. The cost of living increase was 3.8% during that same period. The 4% proposal is very close to the CPI, which the City believes makes its wage offer more appropriate for City employees.

The City responds negatively to the Union's proposal to limit the frequency with which work schedules could be altered at the Library. Under the City's alternative proposal, the Library employees' hours will not be changed during any six-week period, unless the changes are necessitated by unexpected absences. The City objects strongly to appending the Library employees' work schedule to the labor agreement or that it even be a subject of bargaining. The City has attempted to meet the concerns of the Library staff by guaranteeing six weeks of secure scheduling. If constrained by the Union's provision, the City believes it would have difficulty providing service to Library patrons and the community at large. The Union has offered no evidence to show that any of the comparable communities have fixed Library employee schedules. The proposal is so unique and such an infringement on management rights that there are no similar limits in existence.

The use of part-time employees and the rates they should be paid is another subject of conflict. The City says it has an obligation to manage its affairs as prudently and as economically as possible. It also must provide the most extensive and reasonable hours of service to its citizens. The limits found in the Union's proposal are too restrictive to permit the City to effectively manage the economies of scheduling. There are no such limits in the contracts of other comparable communities. In a time of decrease in state and federal revenue to cities, the lack of flexibility of the provision could result in decreased services to the residents of Hartford.

The two non-wage proposals by the Union are, in the City's view, new, unusual, ground-breaking proposals not found in other labor agreements. Because of their far-reaching implications, and because they are more properly the subject of bargaining, they should be rejected. The wage proposal that the City offers is the more reasonable and they urge the Arbitrator to accept their proposal.

VIII. POSITION OF THE UNION

The Union indicates that this dispute is really the result of a representation election which it won unanimously (of those voting). The Union proposes a pool of comparable communities in the general vicinity of Hartford. Seventeen communities, ranging in size from 4,383 to 33,387 people, are proposed for comparison purposes. The Union believes all of those municipalities reflect both the metropolitan influence of Milwaukee and the rural nature of western Washington County.

The economic influence of the Milwaukee area on wages and salaries for both public and private employers cannot be negated. Mediation/arbitration decisions by other arbitrators show that Milwaukee County communities have an impact on all the surrounding communities. The Union, in this instance, has not included any communities located in Milwaukee County in its group of comparables. The Union concedes that those municipalities would be generally distinguishable by any arbitrator. Instead, they have offered communities within Washington, Waukesha and Ozaukee Counties, all of which are located in the Milwaukee County Standard Metropolitan Statistical Area. The communities suggested are: West Bend, Germantown, Menomonee Falls, Brookfield, New Berlin, Oconomowoc, Pewaukee, Hartland, Elm Grove, Cedarburg, Port Washington, Grafton, and Mequon. The City of Waukesha is not included. Several Dodge County communities are also included; these are: Mayville, Watertown, Beaver Dam, and Waupun. These communities accurately reflect the labor market in Hartford, including its geographic and economic influences. A mix of medium-sized communities with the rural influence of the area is included. Only four of these communities are also found in the City's comparable group (Germantown, New Berlin, Port Washington, and West Bend).

The City has included as part of its comparables Dodge County, Washington County, and the School District of Hartford. Although these governmental units are geographically appropriate, the UNION argues that they are not comparable because of their different functions, geographic boundaries and tax structures. Consequently, the Arbitrator should disregard them and confine his comparisons to cities and villages.

Some of the City's proposed comparable communities are suspect in the Union's view because of their distance from Hartford--specifically the Cities of Rice Lake, Baraboo, Stoughton, Monroe, Shawano and Columbus. The Union urges that its proposed comparables be utilized instead because of their better geographic proximity.

The Union has expressed a great deal of concern over the issue of the hours at the Hartford Public Library. They have offered the Library hours provision because of the difficulties that have occurred at the Library regarding employee work schedules. Library full-time employees should have the same rights to regular, permanent schedules of hours that are provided to any other City employee. There is no compelling reason for treating Library employees differently than other employees, nor for making them subject to the capricious scheduling that has occurred in the time since Mr. Gellausen has been Librarian.

The hours in the Library have been changed on short notice, on a regular basis, and to the detriment of the employees. In a period of slightly over two years, from May 21, 1983 to June 5, 1985, there have been 16 different work schedules promulgated at the Library. Employees have had their mid-week days off changed and their Saturday work schedule changed. Those changes have had a detrimental affect on employees' personal lives. It becomes impossible to arrange for day-care for pre-school children or to have outings with one's family because of the irregular flux of the Library schedule.

The City's proposal of one week's notice for changes after a six-week Library schedule would result in no real changes in the uncertainty of hours required of the employees. A change every six weeks continues the existing confusing state of affairs. Even then, the City's proposed language contains an exception that would allow changes in the middle of each six-week period, thus exacerbating rather than eliminating the uncertainty.

Under the Union's proposal, management would still be able to change the hours, but they must negotiate with their employees through the Union over those proposed changes. There is no economic gain that accrues to the City by virtue of changing the Library hours regularly, just minor adjustments to working schedules. The City has failed to provide reasons for its Library hours proposal which justify the inconvenience and uncertainty to the employees. From the time the final offers of the parties were certified in February 1986, through the date of the hearing in June, there were six more Library schedules. These were unilaterally implemented and then rescinded by the Library Director.

The Union final offer addresses the issue of overtime scheduling for full-time employees. The proposed contract provision protects the employees from arbitrary scheduling changes when they work in excess of their regular 8-hour day or 40-hour week. Since overtime work results in a premium pay rate, the City should not be allowed to manipulate scheduling in a fashion that allows part-time employees to be used to deny this salary benefit to full-time employees. The Union proposed provision removes the incentive to manipulate by providing the same rate as the full-time employees whom they replace for part-time employees.

In dealing with salaries and wage classifications, a dispute exists as to which classification should contain two particular jobs. Both parties have agreed on the eight classifications within the salary structure. There is a dispute between the Union and the City over which of the classifications should contain the jobs of Chauffeur and of Engineering Aide.

The Chauffeur is not merely a driver of vehicles, but is the person responsible for the maintenance of those vehicles. He is specifically responsible for performing oil changes, tuning up the vehicle, checking fluids, tires and electrical equipment on the vehicles. The City concedes the position of Chauffeur requires more skill than a mere driver.

The second job classification dispute involves the position of Engineering Aide. This is a highly skilled position requiring extensive training and experience. Among the comparable cities, Hartford's compensation rate ranks as the lowest. Under the Union's proposed classification, progress is made to narrow the gap in pay.

The Union is willing to accept placing the Chauffeur and the Engineering Aide at an off-probation rate until June 30, 1986 to reduce costs to the City.

The Union strongly opposes the City's proposal that all part-time employees be paid at the same rate and that those rates be in Classification I. Classification I is at the bottom of the wage scale. Part-time workers who replace high rate people should receive the same rate as those whose jobs they are performing, otherwise the incentive to go to part-time, non-union workers is substantial. Failure to pay equal wages for equal work should be looked at skeptically by the Arbitrator. The City's proposal on that point alone is so onerous that its final offer should fail.

Finally, the Union argues that its wage increase proposal is the fairest. There is little difference between the parties at some of the ranges. The City is downgrading certain positions in its offer. The Union's proposal reflects merely a modest pay increase in most of the pay classifications. Its wage offer is more reasonable and should be adopted.

IX. SELECTION OF COMPARABLE COMMUNITIES

The process of selection of communities with which to compare Hartford's employees wages and benefits is not easy. It is made difficult by the absence of data submitted by the parties.

On one hand, the Union has proposed a group of communities geographically proximate to Hartford which are similar in size and influenced by the same economic currents. It does not supply any wage data for most positions for those cities and villages. It only supplies wage data for the position of Engineering Aide, Engineering Technician, and Building Inspector.

On the other hand, the City supplies some data for all its comparable units but when it is examined against some of the schedules found in, or attached to, contracts that were submitted, it is inconsistent. Further, the geographic relevance of some of the communities is questionable.

This Arbitrator will pick as the comparable communities the Villages of Germantown and Hartland, and the Cities of Port Washington and Plymouth. All are in Washington County or adjacent counties, and all are similar to Hartford in size and full value of property. The demographic similarity, in table form, is set out below:

<u>Comparable Communities</u>		
	<u>Population (1984)</u>	<u>Property 1984 Full Value</u>
Village of Germantown	11,571	\$340,262,800
Village of Hartland	6,047	136,538,500
City of Port Washington	8,634	210,939,000
City of Plymouth	6,280	139,333,800
Average	8,146	211,743,525
City of Hartford	7,320	170,242,500

The communities of larger and smaller size that have been proposed are rejected. The communities that are geographically distant are Rice Lake and Shawano.

X. DISCUSSION

The issues that are undecided in Hartford reflect the tensions and concerns in that community's employee relations. They range in significance from wages and hours of employees to the irregularity of the Library's public hours.

Under normal circumstances, the inclusion of a provision relating to hours for employees in the Public Library should not be part of a labor agreement. This is something that should properly be viewed as management rights. However, in this contract dispute, the Librarian's pattern of arbitrarily changing the work hours for employees of the Library adds a new dimension. This pattern has had a substantial negative impact on the employees. Employees are unreasonably restricted in their ability to plan their non-working activities around a predictable work schedule because the work schedule has become unpredictable. The schedules have changed significantly sixteen times over approximately two years. That amounts to a new schedule almost every six weeks on the average.

Limitations can and should appropriately arise when management abuses its authority for setting hours and work schedules. The Librarian in the City of Hartford has done so. It is perfectly proper under the circumstances to include restrictions on his authority in the contract even if it is a somewhat unusual provision. Sixteen different working schedules during a period of two years is highly irregular. Nothing of a unique or emergency nature in operating a library justifies such capricious action. An employee with young children and a working spouse will have great difficulty in planning child-care arrangements and avoiding the "latch key" child problems, with hours that are constantly changing. This unreliable scheduling cannot avoid a negative impact on the ability of the Library to retain skilled employees.

The problems of providing reliable service to the Library's users are not insurmountable. By utilizing part-time and temporary help, or voluntary overtime, the residents of Hartford can be served. Therefore, when choosing between the two proposed provisions in dispute, the proposal of the Union, although highly unusual, is the more appropriate provision.

The Union's proposal to prohibit work schedule changes by the City which avoid payment of overtime to full-time employees requires some

discussion. Management should have the right to schedule employees in order to provide proper services to residents of the City. At times, those schedules must be altered because of emergencies or because of seasonal variations in demands for certain services. The right to make changes in schedules for those reasons is properly vested in management.

If certain functions regularly take more than eight hours in a day, the City can have employees work variable or overlapping hours. This must be a regular function, however, to justify such schedules. An example of this would be work performed by Recreational Assistants may be needed from 8 AM to 10 PM in the summer season; dividing that job into two jobs is proper. Such a division, or overlap, would not be a schedule change to avoid overtime. Even if the Recreational Assistant would work in the winter only from 10 AM to 6 PM, the regular, predictable extra summer demand would justify treating the extra time as a separate job.

The fact that an employee is ill for several days, or other emergencies arise, should not permit the City to re-schedule regular employees to avoid overtime. The City's employees (for reasons articulated in the portion of this decision relating to Library hours) should not be subject to the variances of an arbitrary, everchanging schedule. The Union's proposal is therefore preferable.

The next issue to be resolved is pay rates for the part-time employees. The proposal in the final offer of the Union is preferred over the City's. When part-time employees are assigned to replace full-time employees, those workers ought to receive the same rate of compensation as those who regularly perform such work. It is not necessary that the part-time employee must be used to fill every single absence that occurs. In some circumstances, a less skilled employee may be temporarily advanced. A part-time employee who possesses the necessary skills to fill a difficult job should not be treated in such a discriminatory manner. He or she should be paid for the skills they possess. The City retains the option of leaving the job vacant to avoid securing additional costs.

On the issue of wage rates for the classifications agreed upon by the two parties, the City's proposal is the clear winner. The City has established a rational pattern for the determination of the classifications and for its decision to include certain positions in each classification. The Hay Associates study was done by an independent consultant. The study properly, realistically determined the job value that each City position should have. The Union's proposal reclassifies the position of Chauffeur and the position of Engineering Aide. It upgrades them into the next classification, but the Union does not provide a rational and logical basis for the change. The Union merely offers self-serving documents that allegedly re-evaluate the job description. No evidence has been offered to show why the study that Hay Associates made was flawed. No independent evaluation was offered to show why those positions ought to be at a different level. The justification offered is not sufficient to justify the inclusion of those positions in a higher classification.

The Union proposal keeps those two jobs in a probationary level of pay for a longer than usual period of time. This appears to support the argument that the Union knows there may be some difficulties in including the positions in the classification level they propose. Therefore, regarding the appropriateness of placing certain jobs in particular classifications, the issue is better resolved by adopting the job classifications proposed by the City.

The knottiest issue in this case is determining a wage rate that is appropriate. It is difficult because there are a limited number of exhibits that have been offered by the parties that deal with appropriate wages. The limited data that has been submitted, shows that those communities selected as comparable and which have similar job titles to Hartford pay those jobs as follows:

Classification

<u>Community</u>	<u>I</u>		<u>II</u>		<u>III</u>		<u>IV</u>	
	<u>Low</u>	<u>High</u>	<u>Low</u>	<u>High</u>	<u>Low</u>	<u>High</u>	<u>Low</u>	<u>High</u>
Germantown	-	-	\$4.05	\$4.10	\$4.43	\$5.60	\$5.40	\$6.15
Hartland	-	-	-	-	4.50	4.50	5.00	5.00
Pt. Washington	-	-	-	-	5.63	5.63	5.63	5.63
Plymouth	-	-	-	-	-	-	4.00	4.68
Average	-	-	4.05	4.10	4.85	5.24	5.01	5.39
City	4.00		4.70		6.30		7.00	
Union	4.08		4.71		6.38		7.08	

	<u>V</u>		<u>VI</u>		<u>VII</u>		<u>VIII</u>	
	<u>Low</u>	<u>High</u>	<u>Low</u>	<u>High</u>	<u>Low</u>	<u>High</u>	<u>Low</u>	<u>High</u>
Germantown	9.25	9.25	7.31	7.31	8.98	8.98	-	-
Hartland	5.20	7.97	6.85	6.85	-	-	-	-
Pt. Washington	5.63	6.62	6.62	6.62	9.37	9.37	-	-
Plymouth	4.57	4.57	6.03	6.65	-	-	-	-
Average	6.16	7.10	6.70	6.86	9.18	9.18	-	-
City	7.70		8.58		9.50		11.75	
Union	7.80		8.93		10.06		11.83	

This data was obtained from examining the exhibits submitted, taking the rate for the job classification, and attributing that rate to the agreed upon Hartford classification. The difficulty is that the data did not always include years that commenced identical with the Hartford contract year. This was the best data available.

Based on that data, I conclude that the wage rate proposed by the City is the more comparable to other communities and is therefore preferred.

XI. SUMMARY


The Union's proposal is more reasonable on the questions of the Library hours, rate of pay for part-time employees, and the change of schedule for full-time employees. The City's proposal is more reasonable on the disputed job classifications and on wage rates for employees. Although the proposals in which the Union offer is more reasonable seem to be of less significance, they are not in the context of the relationship between these parties. They are issues of great importance, particularly given the history of chaos in the Library hours.

However, it is clear that the premium issue in dispute in this contract is, as in most contracts, the rate of wages to be paid. I would conclude that the issue on which the City's offer is preferred, is more significant as a whole to the relationship of the parties than the other areas of dispute. Therefore, it is the opinion of this Arbitrator that the final offer of the City, which must be accepted in its entirety, is the most preferable offer.

XII. AWARD

Therefore, it is the award of this Arbitrator that the contract will incorporate the provisions relating to Library hours, payment for overtime, wage classifications, and wage rates from the final offer the City.

Dated this 9th day of December, 1986.



Frederick P. Kessler
Mediator/Arbitrator