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WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In The Matter Of The Petition Of:

THE CITY OF PRAIRIE DU CHIEN EMPLOYEES,
LOCAL 1972-B, WCCME, AFSCME, AFL-CIO

To Initiate Mediation/Arbitration
Between Said Petitioner

Decision No. 23445-A

-and-

THE CITY OF PRAIRIE DU CHIEN

Appearances: Daniel R. Pfeifer, Staff Representative, for the Union
Thomas F. Peterson, City Attorney, for the Employer

City of Prairie du Chien Employees, Local 1972-B, WCCME, AFSCME, AFL-CIO, hereinafter referred to as the Union, filed a petition with the Wisconsin Employment Relations Commission, hereinafter referred to as the Commission, wherein it alleged that an impasse existed between it and the City of Prairie du Chien, hereinafter referred to as the Employer, in their collective bargaining. It requested the Commission to initiate mediation/arbitration pursuant to Section 111.70(4)(cm)6 of the Municipal Employment Relations Act. A member of the Commission staff conducted an investigation in the matter and submitted a report to the Commission.

At all times material herein the Union has been and is the exclusive collective bargaining representative of certain employees of the Employer in a collective bargaining unit consisting of all regular full time and regular part time employees in the Street, Water, Waste Water, Parks, City Hall and Police Department, excluding supervisory, confidential, professional, crossing guards and employees with the power of arrest. The Union and the Employer have been parties to a collective bargaining agreement covering wages, hours and working conditions of the employees in the bargaining unit that expired on December 31, 1985. On November 7, 1985 the parties exchanged their initial proposals on matters to be included in a new collective bargaining agreement. Thereafter the parties met on two occasions in an effort to reach an accord.

The investigation conducted by the member of the Commission staff reflected that the parties were deadlocked in their negotiations and the parties submitted their final offers. The investigator notified the parties that the investigation was closed and advised the Commission that the parties remained at impasse. The Commission ordered that mediation/arbitration be initiated for the purpose of issuing a final and binding award resolving the impasse. After being notified by the parties that they had selected Zel S. Rice II as the mediator/arbitrator of the dispute, the Commission issued an order on April 15, 1986 appointing him as the mediator and arbitrator to endeavor to mediate the issues in dispute, and should such endeavor not result in a resolution of the impasse, issue a final and binding award to resolve said impasse by selecting either the total final offer of the Union or the total final offer of the Employer.

A mediation session was conducted by the arbitrator at Prairie du Chien, Wisconsin on May 28, 1986. After a lengthy period of mediation, both parties were unable to make further moves toward the position of the other party that might bring about a resolution of the dispute. The mediator/arbitrator declared the mediation phase of the proceedings at an end and proceeded with the conduct of the arbitration hearing. Both parties were given an opportunity to present evidence.

The final offer of the Union, attached hereto and marked Exhibit A, proposed a two year agreement running from January 1, 1986 to December 31, 1987. It proposed that effective January 1, 1986 wages be increased 38¢ per hour across the board. On January 1, 1987 wages would be increased another 24¢ an hour across the board and on July 1, 1987 wages would be increased another 16¢

per hour across the board. The Union proposed that safety glasses and the reimbursement for safety shoes be referred to the appropriate city committee and that sick leave accumulation be increased from 90 to 95 days and that 100% sick leave payout on normal retirement be applied to the health insurance premium. The Union further proposed a 25¢ per hour increase as an equity adjustment for the Public Work Assistant/Building Inspector to be applied prior to the January 1, 1986 wage increase and the Deputy Clerk-Treasurer receive an equity adjustment of 25¢ an hour to be applied prior to the January 1, 1986 wage increase and another 25¢ per hour to be applied prior to the January 1, 1987 wage increase. The proposal provided that all provisions of the collective bargaining agreement be retroactive to January 1, 1986 and all items not addressed in the Union's final offer remain as set forth in the 1985 collective bargaining agreement between the parties. The final offer of the Employer, attached hereto and marked Exhibit B, proposed a two year agreement with a 4% increase on the base wages retroactive to January 1, 1986 and a 4% increase on base wages commencing January 1, 1987. It further proposed that sick leave accumulation be increased from 90 to 95 days and there be a 100% sick leave payout on normal retirement to be applied to health insurance premiums. The final offers of both parties proposed an increase in sick leave and 100% sick leave payout and a two year agreement and those proposals are not issues between the parties. The Union's proposal for safety glasses and reimbursement for safety shoes has been referred to the appropriate city committee for its consideration and that is no longer an issue. The only remaining issues that need be considered by the arbitrator are the issues of wage increases for all employees and equity adjustments for the Public Work Assistant/Building Inspector and the Deputy Clerk-Treasurer.

The Union relied on two comparable groups. One comparable group, hereinafter referred to as Comparable Group A, consisted of the cities of Boscobel, Dodgeville, Fennimore, Lancaster, Platteville, Richland Center and Viroqua. All of those communities lie within a 60 mile radius from the Employer and have populations ranging from a low of 2,411 at Fennimore to a high of 9,623 at Platteville. The Employer has a population of 5,887. The other comparable group relied upon by the Union, hereinafter referred to as Comparable Group B, consists of the cities of Baraboo, Black River Falls, Holmen, Mauston, Mount Horeb, Reedsburg, Sauk City, Sparta, Tomah, and West Salem. All of those communities lie within a geographic area 60 to 100 miles from the Employer. They have populations ranging from a low of 2,929 at Sauk City to a high of 8,252 at Baraboo.

During the period from December, 1984 to December, 1985 the all urban consumer price index increased from 311.1 to 327.4. That increase of 11.9 points was an increase of 3.8%.

The pay ranges for water department employees in Comparable Group A during 1985 ranged from a beginning rate of \$5.25 per hour at Platteville to its maximum rate of \$9.45 per hour. The average beginning rate in Comparable Group A for water department employees in 1985 was \$7.47 and the average maximum rate was \$8.25. The water department rates in Comparable Group B ranged from the \$6.51 per hour beginning rate at Mauston to the \$9.59 rate at Black River Falls. The average beginning rate in Comparable Group B during 1985 was \$8.13 per hour and the average maximum rate was \$8.27 per hour. The combined wage rates for water department employees in Comparable Groups A and B resulted in average beginning rates of \$7.80 per hour and average maximum rates of \$8.26 per hour. The Employer's beginning rate for water department employees in 1985 was \$7.69 per hour and its maximum rate was \$7.94 per hour.

The sewer department rates in Comparable Group A during 1985 ranged from the beginning rate of \$7.34 an hour at Dodgeville to the maximum rate of \$9.42 per hour at Fennimore. The average beginning rate in Comparable Group A was \$8.27 per hour and the average maximum rate was \$8.85 per hour. The average sewer department rates in Comparable Group B during 1985 ranged from the beginning rate of \$6.17 per hour at Mauston to the maximum rate of \$9.40 per hour at Mount Horeb. The average beginning rate in Comparable Group B was \$8.00 and the average maximum rate was \$8.20. Comparable Groups A and B combined had average beginning rates of \$8.13 per hour in 1985 and average maximum rates of \$8.50 per hour. The Employer had a beginning rate in the sewer department of \$7.69 per hour in 1985 and its maximum rate was \$7.94 per hour.

The heavy equipment operator rates in Comparable Group A during 1985 ranged from the beginning rate of \$6.30 per hour at Platteville to the maximum rate of \$9.45 per hour at Platteville. The average beginning rate in Comparable Group A was \$7.12 per hour and the average maximum was \$8.31 per hour. The heavy equipment operator rates in Comparable Group B ranged from the beginning rate of \$7.23 per hour at Mauston to the maximum rate of \$9.40 per hour at Mount Horeb. The average beginning rate in Comparable Group B was \$8.14 an hour and the average maximum rate was \$9.10 per hour. The combined rates of Comparable Groups A and B resulted in an average beginning rate of \$7.73 per hour and an average maximum rate of \$8.78 per hour. The Employer's heavy equipment operator rate in 1985 began at \$7.18 per hour and had a maximum of \$7.43 per hour.

The laborers rate in Comparable Group A during 1985 ranged from Plateville's beginning rate of \$6.30 per hour to its maximum rate of \$9.45 per hour. The average beginning rate in Comparable Group A was \$6.75 per hour and the average maximum rate was \$7.60 an hour. The average laborers rate in 1985 for Comparable Group B ranged from the beginning rate of \$5.70 per hour at Mauston to the maximum of \$12.53 per hour at Black River Falls. The average beginning rate was \$7.58 per hour and the average maximum rate was \$8.34 per hour. The combined rates of Comparable Groups A and B resulted in an average beginning rate of \$7.24 per hour and an average maximum rate of \$8.02 per hour. The Employer's 1985 laborers rate began at \$7.00 per hour and had a maximum of \$7.25 per hour.

In 1985 the Public Works Assistant in Mauston had a beginning rate of \$8.31 an hour and a maximum rate of \$8.50 per hour. A Building Inspector in Boscobel in 1985 had a rate of \$8.75 per hour. The Employer's Public Works Assistant/Building Inspector received \$6.06 per hour.

The Union relied on another comparable group, hereinafter referred to as Comparable Group C, consisting of all of the communities in the state with populations between 2,500 and 10,000. The 1985 sewage disposal worker rate in Comparable Group C ranged from a low of \$7.25 per hour at Mauston to a high of \$12.21 per hour at Oconto Falls. The average sewage treatment plant wage in Comparable Group C was \$9.18 per hour and the Employer's average wage for sewage treatment plant workers was \$7.94 per hour. The 1985 water department rates in Comparable Group C ranged from a low of \$6.84 per hour at Mauston to a high of \$12.10 at Sturgeon Bay and the average was \$9.23 per hour. The Employer's average water department rate was \$7.94 per hour. The street department rate in Comparable Group C ranged from a low of \$6.30 per hour at Seymour to a high of \$11.54 at Elm Grove. The average street department wage in Comparable Group C was \$8.64 per hour and the Employer's average street department wage was \$7.25 per hour. 99 municipalities are included in Comparable Group C and 32 are larger than the Employer and 67 are smaller. 63 of those communities have sewage treatment plants and 56 of them paid their sewage treatment plant employees more than the Employer while only seven paid them less. 61 of the communities in Comparable Group C had water department employees and 53 paid their employees more than the Employer and eight paid their water department employees less than the Employer. 97 of the communities in Comparable Group C had street department employees and 84 of them paid their employees more than the Employer paid its street department employees and 13 paid their employees less than the Employer.

Crawford County, in which the Employer is located, paid a dispatcher between \$7.92 an hour and \$8.42 an hour in 1985. Its heavy equipment operator received a rate between \$6.68 per hour and \$7.78 per hour that year. Laborers were paid between \$6.51 per hour and \$7.58 per hour. Clerical employees received between \$5.17 per hour and \$7.53 per hour.

The Employer has reached agreement with its police on a two year agreement for the years 1986 and 1987. That agreement provided for a 4% increase on wages for each year. The Employer will be required to pay an additional 1% toward the employees contribution to the retirement system because the collective bargaining agreement requires it to pay 100% of the employees share. The old language in the collective bargaining agreement provided that the Employer would pay 100% of the employees contribution to the Wisconsin state retirement system and the law was changed to permit the contribution to be increased by 1%.

Crawford County Courthouse and Human Service employees reached agreement with the county for a 3% increase on January 1, 1986 and an additional 1% on July 1, 1986 and the Employer agreed to pay an additional 1% of each employee's contribution to the retirement fund. Crawford County reached the same agreement with its highway employees for 1986 and agreed to a wage reopener only for 1987. Crawford County and the employees in the sheriff's department are involved in the mediation/arbitration proceeding. The employees propose a 1986 increase of 4% across the board plus an additional 1% payment toward the employees contribution to retirement and a 4% increase across the board for 1987. Crawford County proposes a 1986 wage increase of 3 1/2% across the board on wages and it proposes to pay an additional 1% of each employee's contribution to the retirement fund. In 1987 Crawford County proposes that there be a wage and insurance reopener.

The Employer has approximately 27 employees with an average wage of \$7.59 an hour and the yearly payroll of \$426,254.40. The Union proposes a 5% increase in wages for 1986 that would cost the Employer \$21,312.72 plus a \$520.00 equity adjustment for the deputy clerk treasurer and a \$520.00 equity adjustment for the public works assistant/building inspector for a total increase in cost of \$22,352.72 or 5.24%. The Employer proposes a 4% increase in wages for 1986 and the cost would be \$17,050.18. The difference between the two proposals for 1986 is \$5,302.54 or 1.24%. In 1987 the Union proposes a 3% increase on January 1st and a 2% on July 1st that would have a total cost of \$17,944.28. It proposes another equity adjustment of \$520.00 for the deputy clerk treasurer making the cost of the increase proposal for 1987 \$18,464.28 or 4.23%. The Employer proposes a 1987 increase of 4% or \$17,732.18. The difference between the two proposals for 1987 is \$732.10 or .23%. Over the two year term of the agreement the Union's proposal would increase the payroll by \$40,817.00 or 9.58%. The Employer's proposal would increase the payroll by \$34,782.36 or 8.16%. The difference in the increase in the payroll from 1985 to 1987 between the two proposals is \$6,034.64 or 1.42%.

The Employer paid the employees in the bargaining unit \$423,540.00 during 1985. It paid social security contributions, retirement contributions, vacation pay, sick leave pay, life insurance premiums, health insurance premiums, accident insurance premiums and worker's compensation premiums totaling \$165,526.00. The total cost of wages and fringe benefits for the employees in the bargaining unit was \$589,066.00. The fringe benefits paid by the Employer cost more than 38% of the total wages paid.

The Employer relies on a comparable group consisting of the cities of Baraboo, Boscobel, Dodgeville, Lancaster, Platteville, Richland Center, Sparta, Tomah and Viroqua, hereinafter referred to as Comparable Group D. The municipalities in Comparable Group D have populations between 2,500 and 9,999 and they are located in the southwestern quadrant of the state. The 1985 salary of a Deputy Clerk-Treasurer in Comparable Group D ranged from the beginning salary at Platteville of \$3.35 an hour to the maximum annual salary at Tomah of \$15,745.00. The Employer paid its Deputy Clerk-Treasurer in a pay range between \$7.48 per hour and \$7.73 per hour. The 1985 salary of a secretary in Comparable Group D ranged from the beginning salary of \$5.06 at Tomah to the maximum salary at Baraboo of \$7.08 an hour. Clerk typists in Comparable Group D received salaries ranging from the beginning salary of \$5.65 an hour at Tomah to the maximum of \$6.42 an hour at Boscobel. The Employer paid its executive secretary in a pay range between \$5.67 per hour and \$6.59 per hour in 1985. The 1985 salaries for custodians in Comparable Group D ranged from the beginning salary of \$3.35 an hour at Platteville to the maximum annual salary of \$15,517.00 at Richland Center. The Employer paid its custodians between \$3.70 an hour and \$6.59 per hour. The engineering aides in Comparable Group D received 1985 salaries ranging between \$4.00 an hour at Lancaster and \$17,242.00 per year at Baraboo. The Employer paid its Public Works Assistant/Building Inspector \$6.06 per hour in 1985. In 1985 the water treatment plant operator salaries in Comparable Group D ranged from beginning salaries of \$5.25 per hour at Platteville to the annual salary of \$16,890.00 per year at Sparta. The 1985 sewage plant operator salary in Comparable Group D ranged from the beginning salary of \$7.54 per hour at Richland Center to the maximum salary of \$18,138.00 per year at Baraboo. The Employer paid its sewage plant operator between \$7.69 an hour and \$7.94 per hour. The 1985 heavy equipment operator salary in

Comparable Group D ranged from the beginning salary of \$6.30 an hour at Platteville to \$8.65 an hour at Dodgeville. The Employer paid its heavy equipment operators between \$7.18 per hour and \$7.43 per hour. The 1985 rate of pay for a skilled laborer in Comparable Group D ranged from the beginning salary of \$6.30 an hour to the maximum pay of \$9.45 per hour at Platteville. The Employer paid its skilled laborers between \$7.00 and \$7.25 per hour. The 1985 salaries for a dispatcher in Comparable Group D ranged from the beginning salary of \$12,288.00 per year at Viroqua to the maximum of \$16,849.00 at Sparta. The Employer paid its dispatchers between \$7.00 an hour and \$7.25 per hour. In 1985 employees of the municipalities in Comparable Group D had paid holidays ranging from 7 1/2 days at Dodgeville to 10 days at Platteville and Richland Center. All of the municipalities in Comparable Group D allowed employees 12 days of sick leave per year during 1985. The amount of sick leave that could be accumulated during 1985 ranged from 72 days at Boscobel to 129 at Baraboo. All of the municipalities in Comparable Group D paid 100% of the employees contributions toward retirement.

In the private sector employers within the city limits of the Employer have a variety of working conditions. A bank located in the Employer's city limits pays its bookkeepers between \$625.00 and \$900.00 per month and tellers between \$650.00 and \$1,000.00 per month. Secretaries are paid between \$750.00 and \$1,100.00 per month. Supervisors are paid between \$850.00 and \$1,300.00 per month. The bank pays the premiums on a small life insurance policy, short term disability, long term disability, and 90% of the premium on medical and dental insurance. The employees participate in a profit sharing plan to which the bank makes a contribution and vacations range from 10 days after one year of service to 15 days after ten years of service. A construction business in the Employer's city limits pays its unskilled laborers \$6.00 an hour and skilled laborers receive between \$6.20 and \$6.60 an hour. Certain foremen receive \$6.98 per hour and the plant foreman is paid \$9.22 an hour. The employees receive 6 1/2 paid holidays a year and the Employer contributes \$100.00 a year toward the employees hospital insurance premiums. Employees get paid for one day when there is a death in the immediate family and the vacation schedule begins at one week after one year of employment and reaches a maximum of three weeks after ten years. Another private sector employer pays its heavy equipment operators between \$6.30 per hour and \$6.90 per hour. Truck drivers are paid between \$6.10 per hour and \$6.25 per hour. The Employer pays the health insurance premium for a policy that has a \$100.00 deductible that it also pays. It pays for a life insurance policy and disability policy. Employees receive seven paid holidays per year and are paid for three sick days per year. A hospital in the city pays its administrative secretary and accounts receivable manager a beginning salary of \$6.51 an hour and it reaches a maximum of \$7.04 after five years. The secretary has a beginning salary of \$6.39 per hour and reaches a maximum of \$6.92 per hour after five years. Office clerical employees have beginning salaries of \$5.69 per hour and receive maximum salaries of \$6.17 per hour after five years. 3 M Company is located within the city limits of the Employer and it has 15 classifications for the hourly staff and the rates range from \$8.10 to \$11.83 per hour.

The present Deputy Clerk-Treasurer was hired by the Employer as a clerk typist in 1974 and eventually became a payroll clerk. In 1984 she became Deputy Clerk-Treasurer and was given a substantial pay raise that brought her to the rate of the old Deputy Clerk-Treasurer that she replaced. She keeps the books for three departments, meets the public, collects taxes and water bills, answers the phone, counts the money collected, makes deposits and continues to perform some of the duties of a payroll clerk. The Employer had a consultant conduct a study of its operations and he recommended that the Deputy Clerk-Treasurer take over more duties in the office that were being performed by the Clerk-Treasurer. The consultant recommended that if those changes were made the Deputy Clerk-Treasurer should receive an increase in pay. The Employer never implemented the recommendations of the consultant and the Deputy Clerk-Treasurer has not taken over any of the duties of the Clerk-Treasurer except when he is absent.

The Public Works Assistant/Building Inspector began with the Employer on a part time basis as a draftsman in 1980. He became the Employer's Building Inspector in 1981 on a contract basis and was paid a fee for each building he

inspected. Late in 1984 the Public Works Assistant/Building Inspector became a full time employee. He continues to draft maps and blue prints and plans and does some typing of letters and contracts and answers the phone as well as perform in the duties of a building inspector. He inspected four or five homes in 1985 and has inspected none in 1986. When he became a full time employee late in 1984 he received a substantial pay increase from \$4.00 per hour to \$5.96 an hour and in 1985 his rate of pay was increased 10¢ per hour to \$6.06 per hour while other employees in the bargaining unit received increases of 35¢ per hour. The public works assistant/building inspector is the lowest paid employee of the Employer and the next lowest paid employee with at least two years experience receives \$6.23 per hour.

UNION'S POSITION

The Union seeks an additional 25¢ per hour for the Public Works Assistant/Building Inspector position. It argues that the position was only given a 10¢ per hour increase by the 1985 collective bargaining agreement because the grants and funding for the position had been set and the Employer could not give the position the 35¢ per hour increase that other bargaining unit employees received for 1985. The Union asserts that the current hourly wage of \$6.06 per hour is lower than the pay received by any other bargaining unit employee and the position has duties that are technical in nature and merit higher pay. It argues that the Employer pays the position far less than surrounding communities and an equity adjustment needs to be made.

The Union seeks an additional wage adjustment of 25¢ per hour for each of the two years of the agreement for the Deputy Clerk-Treasurer in addition to the overall wage increase. It contends that when the present Deputy Clerk-Treasurer was hired her previous position was not filled and she has taken on all of the duties of her new position and continues to perform many of the duties of her old position. It asserts that she now performs duties that had been performed by two people in the past and she should be compensated for the additional duties. The Union points out that the difference between the salary of the City Clerk-Treasurer and the Deputy had traditionally been approximately \$4,000.00 a year and now it is nearly \$8,000.00 a year. It refers to a study made by a consultant hired by the Employer that recommended a rate for the position much higher than the Union's proposed equity adjustment would provide.

The Union argues that the Employer paid its police department employees a 4% wage increase effective January 1, 1986 and made an additional 1% contribution toward their retirement plan. It asserts that the members of the bargaining unit have been offered the same 4% increase for 1986 but nothing to compensate for the additional 1% that the police department employees will receive in the form of retirement.

The Union points out that Crawford County settlements are generally in the 4% range plus a 1% contribution to retirement and its final offer of 5% for 1986 has the same cost to the Employer as its agreement that police department employees receive a 4% increase on salary and a 1% increase in the contribution to retirement.

The Union takes the position that the Employer lags behind the average pay ranges of comparable groups for the positions in the Water Department, Sewer Department, and for the heavy equipment operator and skilled laborer. It

The Employer points out that it pays 100% of its employees health insurance, retirement program, life insurance, accident insurance, and provides vacations, holidays, and sick time that exceeds anything provided by the private sector employees within the area and is equal to that paid by other municipalities that can be considered comparable. It points out that its fringe benefits have a cost equal to 38% of the amount paid in wages. The Employer argues that its employees have unusual job stability.

The Employer contends that the Public Works Assistant/Building Inspector performs the same duties that he was performing for \$4.00 an hour when he was accreted to the bargaining unit late in 1984. At that time he was given an increase of \$5.96 per hour and he received an additional 10¢ per hour in January of 1985.

The Employer concedes that the Deputy Clerk-Treasurer performs a few duties that were not performed by her predecessor but she still works 40 hours per week and does little if anything different than she did prior to becoming Deputy Clerk-Treasurer. It takes the position that the Union is unrealistic in demanding an equity adjustment for the position.

DISCUSSION

The Union seeks an equity adjustment for the Public Works Assistant/Building Inspector. In 1984 the position was filled by a part-time employee and the rate of pay was \$4.00 per hour. It was not included in the bargaining unit. Late in 1984 the position was accreted to the bargaining unit and the rate of pay was increased to \$5.96 an hour. In January of 1985, all members of the bargaining unit except the Public Works Assistant/Building Inspector received a thirty-five cent an hour increase and that position was only increased by ten cents an hour to \$6.06. That was an increase in the rate of pay for the position of \$2.06 in one year. The actual duties of the position had not changed, but the employee became a full-time employee. A \$2.06 per hour increase in the rate of pay in one year was a larger increase than that received by any other employee. It is true that the position received a ten cents per hour increase on January 1, 1985, when other positions in the bargaining unit received an increase of 35 cents per hour, but the employee had already received an increase of \$1.96 per hour just a few months earlier. In the absence of any substantial change in duties or increase in responsibilities, there is no basis for an equity adjustment to the rate of pay in 1986. The building inspector duties that had been assigned to the employee filling the position on a contract basis became part of the duties of the position, but that was one of the reasons why it became a full-time position.

The Union argues that the Employer pays the position far less than surrounding communities. A comparison of the duties of comparable positions in the surrounding communities and the qualifications required of the employees filling them has not been made. The rate of pay for the position was increased from \$4.00 an hour to \$6.06 an hour between 1984 and 1985. That was a very substantial equity adjustment. There is no basis for another equity adjustment in 1986. Similarly designated positions in other communities may receive higher rates of pay, but no evidence was presented to indicate that the skills, duties and responsibilities of those positions were the same as the Employer's Public Works Assistant/Building Inspector.

The Employer's Deputy Clerk-Treasurer was promoted to that position in 1984. At that time she was given a substantial pay increase that gave her the same as her predecessor had received. Since that time she has received the same increases given to other members of the bargaining unit. She still performs some of the duties that she performed in her old position of Payroll Clerk as well as the duties of the Deputy Clerk-Treasurer. She still works forty hours a week and the duties which she has retained from her old position require less skill than those associated with the new position. Her new job requires no more time, responsibility or skill than was required of her predecessor. Under the circumstances, there is no basis for an equity adjustment for the position of Deputy Clerk-Treasurer.

The Union points to the fact that a consultant hired by the Employer recommended that responsibilities now performed by the Clerk-Treasurer should be assigned to the Deputy Clerk-Treasurer. It was his recommendation that if the new authority was given to the Deputy Clerk-Treasurer, she should receive an increase that would bring her rate of pay to a figure higher than the Union seeks. However, the recommendations of the consultant were never implemented and the Deputy Clerk-Treasurer has no more authority or responsibility than her predecessor had. She does perform some duties that she had performed as a Payroll Clerk along with the duties of the Deputy Clerk-Treasurer, but that would not justify an equity adjustment to the rate of pay of the Deputy Clerk-Treasurer. The old Deputy Clerk-Treasurer worked forty hours a week and the current Deputy Clerk-Treasurer works forty hours a week. Even though there are fewer employees in the office of the Clerk Treasurer now, the Deputy Clerk-Treasurer is not required to work any more hours than she or the former Deputy Clerk-Treasurer were required to work in the past. The fact that there is one less employee in the office does not justify an equity adjustment for the position of Deputy Clerk-Treasurer. There may have been too many employees in that office in the past. The fact that the difference between the salary of the City Clerk Treasurer and the Deputy Clerk Treasurer had traditionally been \$4,000.00 a year and is now nearly \$8,000.00 does not justify an equity adjustment for the Deputy Clerk-Treasurer. The pay of the City Clerk-Treasurer is based on an evaluation of his duties, responsibilities and performance and has no bearing on the rate of pay of the Deputy Clerk-Treasurer. The Deputy Clerk-Treasurer's salary was developed through collective bargaining when it was filled by another person. The position has not become any more complicated and no more skill is required since the incumbent began filling the it. When the incumbent was promoted to the position of Deputy Clerk-Treasurer, she received an increase in pay bringing her to the same rate as her predecessor. She has received the same increases provided other members of the bargaining unit since that time. There is nothing in the record that would justify a twenty-five cent per hour equity adjustment in each of the two years covered by the collective bargaining agreement.

When the equity increases sought for the positions of Public Works Assistant/Building Inspector and Deputy Clerk-Treasurer are measured against the statutory criteria, the only possible basis for an increase is the fact that a few employees in similarly designated positions in other communities may receive higher rates of pay. However, there is no evidence that the duties being performed and the skills required are the same. The Public Works Assistant/Building Inspector received an equity adjustment of almost \$2.00 an hour when he became a full-time employee and his rate of pay increased by \$2.06 an hour over the rate he was paid as a part-time employee during the preceding year when the 1985 salary increases were given. The Deputy Clerk-Treasurer received an increase in 1984 that brought her salary to the same rate received by her predecessor. She received her equity adjustment at that time. There is no basis for giving either employee a further equity adjustment during the term of the new collective bargaining agreement.

The Employer has given its police officers a 4 percent increase in wages in 1986 and another 4 percent in 1987. It offers that same increase in wages to the bargaining unit. However, the Employer has agreed that it will make a contribution toward the retirement fund for each of the police officers equal to 1 percent of their salaries. In effect the Employer has increased its wage cost and the cost of fringe benefits for police officers by 5 percent for 1986. The across the board increase sought by the Union for the bargaining unit for 1986 would cost the Employer 5 percent. The Employer has already agreed to give its police officers an increase in wages and pension contribution totaling 5 percent for 1986 and a wage increase of 4 percent in 1987. The Union seeks an increase in wages totaling 5 percent for 1986 and two increases with a cost of 4 percent for 1987. The percentage increase sought by the Union for members of the bargaining unit results in the same percentage increase in cost as the increase given to members of the police department in the form of wages and pension contribution. An internal comparison in the wage increases and pension contribution given by the Employer to its police officers indicates that equity would require that the members of the bargaining unit receive a 5 percent increase in 1986 and an increase with a cost of 4 percent in 1987.

If the Employer had provided an increase in the pension contribution for the bargaining unit comparable to the one it gave the police officers, there would be no basis for providing members of the bargaining unit with a 5 percent wage increase in 1986. However, that is not what the Employer did. It provided the police officers with increased wages and pension benefits totaling 5 percent and a similar increase should be given to members of the bargaining unit.

The Employer has the lawful authority to grant the increase sought by the Union and the financial ability to pay it. In the absence of any unusual circumstances, the interest and welfare of the public would dictate that the Employer provide members of the bargaining unit with increased benefits similar to the increased benefits to it is providing for its police officers. Comparison of the wages, hours and conditions of the employment with other employees in the various comparable groups tends to support the positions of both parties. The members of the bargaining unit receive wages that lag somewhat behind the average of employees in the comparable groups performing similar services, but those wage relationships have existed for some time. Were it not for the fact that the Employer provided its police employees with a 5 percent increase in wages and pension contribution in 1986 and a 4 percent increase in wages in 1987, a comparison of the wages of members of the bargaining unit with employees performing similar services in the comparable groups would not necessarily justify a 5 percent wage increase in 1986 and a 4 percent lift with a 5 percent cost in 1987.

The Union's proposal of a 1987 increase of 24 cents an hour on January 1, and another increase of 16 cents per hour on July 1, has a cost to the Employer of 4 percent and that is the same percentage increase in cost as the Employer's second year proposal. In that respect it is just as acceptable as the Employer's final offer. However, the Union's proposal does result in a lift in the rate of pay for the members of this bargaining unit totaling 5 percent. As has been pointed out earlier, the wages of employees in the bargaining unit have been somewhat below the average rates paid to employees in the comparable groups who perform similar services. The 5 percent lift provides a little "catch up" to the bargaining unit and still maintains the same percentage increase in cost that the Employer has agreed to for its police officers.

Crawford County, in which the Employer is located, has agreed to give its employees increases totaling 4 percent for 1986 plus an additional 1 percent contribution to the pension fund. That is similar to the increase given by the Employer to its police and has the same percentage increase in cost as the increase sought by the Union for the members of the bargaining unit for 1986.

The average increase in the consumer price index is less than 4 percent and the Employer's proposal exceeds that. The increase sought by the Union exceeds the increases given to private sector employees in the area as do some of the wage rates. The fringe benefits provided by the Employer to the bargaining unit exceed those of private sector employees in the area substantially. Those factors support the Employer's position that it should not give members of the bargaining unit more than a 4 percent increase in wages for 1986. However, the Employer has chosen to give its police officers a wage increase plus a 1 percent contribution toward the pension fund. Those benefits total 5 percent. There is no reason why the Employer should not provide equity to members of the bargaining unit. The additional 1 percent contribution to the pension fund that the Employer makes for its police officers creates an inequity. A 5 percent wage increase to the bargaining unit in 1986 would balance that inequity and result in the same percentage increase in cost for members of the bargaining unit in 1986 and 1987 as the Employer agreed upon with its police officers. There is no basis for treating either bargaining unit differently.

If the wage increase was the only issue to be considered by the Arbitrator, he would have no problem selecting the Union's final offer as the one most closely meeting the statutory criteria. However, the factor of the equity adjustments proposed by the Union for the Public Works Assistant/Building Inspector and the Deputy Clerk-Treasurer complicate the matter. The evidence does not justify either of those equity adjustments and the Arbitrator is satisfied that there is no basis for them. The two employees received wage increases in 1984 resulting from promoting the Payroll Clerk to the position of Deputy

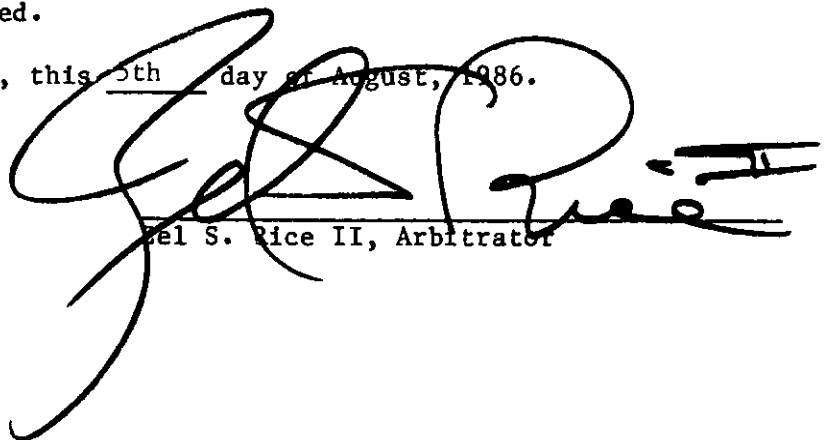
Clerk-Treasurer and making the Public Works Assistant/Building Inspector a full-time employee. These increases constituted all the equity adjustment merited by the two employees. There has not been a change in the duties, responsibilities and requirements of either position since that time that would justify additional equity adjustments in the new collective bargaining agreement. The Union has made a good case for its proposal that the members of the bargaining unit receive wage improvements because the Employer's police officers have received improvements in wages and pension contribution that have the same percentage increase in cost. However, it places that case at risk by including in its final offer proposals for equity adjustments for the positions of Public Works Assistant/Building Inspector and Deputy Clerk-Treasurer. If the proposals for the equity adjustments were the only factor that the Arbitrator had to consider, he would scuttle the proposal of the Union and select that of the Employer. However, it does not seem right that the improper demands for two people should jeopardize an otherwise justifiable proposal for the entire bargaining unit. Unions and Employers should recognize when structuring their final offers in a mediation/arbitration proceeding that the inclusion of a ridiculous provision that has little to support it with an otherwise reasonable proposal might sink the whole ship. The difference between the two proposals for 1986 is \$5,302.00 and more than \$1,000.00 of that is the result of the equity adjustment sought for the Public Works Assistant/Building Inspector and the Deputy Clerk-Treasurer. The difference in the cost of the increase of the two proposals for 1987 is \$732.10 and more than \$500.00 of that is the result of the demand for the equity adjustment for the Deputy Clerk-Treasurer. By including equity adjustments having a total cost of more than \$1,500.00 over the two years as part of its proposal, the Union has placed at risk the \$4,500.00 in benefits for the rest of the bargaining unit that the Arbitrator finds to be justified. The Employer's proposal short changes the bargaining unit members by almost \$4,500.00 when it is compared to the settlement reached between it and the police officers. In measuring the equities of short changing twenty-seven employees by almost \$4,500.00 or giving unjustified equity adjustments to two employees, the Arbitrator finds that the statutory criteria tends to support the position of doing equity for the greater number of employees.

It therefore follows from the above facts and discussion thereon that the undersigned renders the following:

AWARD

After full consideration of the criteria listed in the statutes and after careful and extensive examination of the exhibits and briefs of the parties, the Arbitrator finds the Union's final offer more closely adheres to the statutory criteria than that of the Employer and directs that the Union's proposal contained in Exhibit A be incorporated into an agreement containing the other items to which the parties have agreed.

Dated at Sparta, Wisconsin, this 5th day of August, 1986.



Mel S. Rice II, Arbitrator

EXHIBIT A

City of Prairie du Chien Employees, Local 1972-B, WCCME, AFSCME, AFL-CIO.

Union's Modified Final Offer

RECEIVED

FEB 10 1986

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

- 1) Wages - Effective 1/1/86 - 38¢/hour increase ATB
Effective 1/1/87 - 24¢/hour increase ATB
Effective 7/1/87 - 16¢/hour increase ATB
- 2) Duration - 1/1/86 - 12/31/87.
- 3) Safety glasses and the reimbursement for safety shoes to be referred to the appropriate City Committee.
- 4) Section 15.01 - Increase sick leave accumulation from 90 to 95 days.
- 5) Section 15.01 - Add an option that "100% sick leave payout on normal retirement to be applied to health insurance premiums".
- 6) 25¢/hour increase as an equity adjustment for the Public Works Assistant/ Building Inspector, to be applied prior to the 1/1/86 wage increase.
- 7) Deputy Clerk Treasurer to receive the following increase as equity adjustments:
1/1/86 - 25¢/hour to be applied prior to the 1/1/86 wage increase
1/1/87 - 25¢/hour to be applied prior to the 1/1/87 wage increase.
- 8) All provisions retroactive to 1/1/86.
- 9) All items that are not addressed in the Union's Final Offer are to remain as set forth in the 1985 collective bargaining agreement between the parties.

Dated this 7th day of February, 1986.

On Behalf of Local 1972-B:

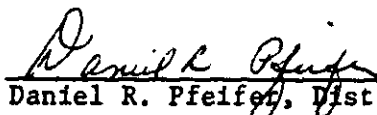

Daniel R. Pfeifer, Dist. Rep.

EXHIBIT B

CITY OF PRINCE GEORGE - INITIAL FINAL OFFER

1. 4% on base wage retroactive to 1-1-86
2. 4% on base wage commencing 1-1-87
3. Two (2) year contract
4. Sick leave increased from 90 to 95 days
5. 100% sick leave payout on normal retirement to be applied to health insurance premiums.

1-1-86

John J. R. of Attorney