

STATE OF WISCONSIN  
BEFORE THE INTEREST ARBITRATOR

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WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

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: In the Matter of the Petition :  
: of :  
: :  
: STURGEON BAY CITY EMPLOYEES, : Case 52  
: LOCAL 1658, AFSCME, AFL-CIO : No. 40269 INT/ARB-4828  
: : Decision No. 25270-A  
: To Initiate Arbitration Between :  
: said Petitioner and :  
: :  
: CITY OF STURGEON BAY :  
-----X

APPEARANCES: MICHAEL J. WILSON, District Representative,  
DAVID AHRENS, District Representative, and  
RICHARD V. GRAYLOW, Attorney at Law, assist-  
ing on brief, appearing on behalf of the Union.

Davis & Kuelthau, S.C., Attorneys at Law,  
by CLIFFORD B. BUELOW and LON D. MOELLER,  
appearing on behalf of the City.

ARBITRATION AWARD

The City of Sturgeon Bay, Wisconsin, hereinafter referred to as the City or Employer, and Sturgeon Bay City Employees, Local 1658, AFSCME, AFL-CIO, hereinafter referred to as the Union, were parties to a collective bargaining agreement covering employees of the City's Department of Public Works, employees engaged in the maintenance of parking meters, and employees engaged in the maintenance of parks, which expired on December 31, 1987. The parties were unable to resolve certain issues in their negotiations over the terms to be included in a new, successor collective bargaining agreement and, on February 26, 1988, the Union filed a petition with the Wisconsin Employment

Relations Commission (WERC) to initiate interest arbitration pursuant to Section 111.70(4)(cm)6. of the Municipal Employment Relations Act. The petition was investigated by a mediator from the staff of the WERC and the WERC certified that the conditions precedent to interest arbitration had been met and issued an order, dated March 17, 1988, requiring interest arbitration. Thereafter, the parties selected the undersigned, from a panel of interest arbitrators provided by the WERC, and the WERC issued an order, dated April 18, 1988, appointing the undersigned as arbitrator. A timely petition was filed by five citizens of the jurisdiction, requesting that the first meeting with the parties be in the form of a public hearing within the meaning of Section 111.70(4)(cm)6.b. of the Municipal Employment Relations Act and such a public hearing was scheduled and held at 7:00 p.m. in July 14, 1988. Thereafter, neither party sought to withdraw its final offer and, pursuant to prior arrangements, a meeting was held at 9:00 a.m. on July 15, 1988, where both parties were provided an opportunity to explain and present supporting arguments in support of their final offers. Briefs and reply briefs were filed and exchanged by October 31, 1988. Full consideration has been given to the evidence and arguments presented in rendering the award which follows.

### ISSUES IN DISPUTE

Consistent with the requirements of Section 111.70(4)(cm) 8m. of the Municipal Employment Relations Act, both parties propose that the new, successor agreement be of two-years' duration. The only issue or issues in dispute relate to the wage rates to be established in each of the two years--1988 and 1989. In addition, there are a number of disputes which arose at the meeting and in the arguments concerning such matters as the admissibility of certain evidence, the appropriate public sector comparables, and the relative weight which should be attached to the various statutory criteria.

There are currently 22 positions in the bargaining unit, 21 of which are filled at this time. The 21 employees work in 10 classifications. Three work as sanitation worker/drivers at \$9.76 per hour; eight work as truck drivers or light equipment operators at \$9.97 per hour; two work as parks workers at \$9.97 per hour; two work as heavy equipment operators or loader operators at \$10.12 per hour; five work as a mechanic, carpenter, mason, or grader operator at \$10.33 per hour; and there is one parks maintenance foreman who earns a negotiated rate of \$10.63 per hour. A chart reflecting the wage schedule in effect on December 31, 1987 for all of these classifications, other than the parks maintenance foreman, is attached hereto and marked Appendix A.

Union proposal. The Union proposes to increase all negotiated wage rates, including the rate for the parks maintenance foreman and the rates set out in Appendix A, by 35¢ per hour in the first year and 42¢ per hour in the second year of the agreement. This would result in a wage rate for the parks maintenance foreman of \$10.98 per hour in 1988 and \$11.40 per hour in 1989. The rates for the other classifications would be as reflected in Appendix B, attached hereto.

City Proposal. In its final offer, the City proposes to increase all negotiated wage rates, including the wage rate for the parks maintenance foreman and the classifications set out in Appendix A, by 2% in each year of the two-year agreement. This would result in a wage rate for the parks maintenance foreman of \$10.84 per hour in 1988 and \$11.06 per hour in 1989. The resultant wage rates for the other classifications reflected in Appendix A, are set out in Appendix C.

#### Context of Dispute

The dispute in this case arises in the context of a larger dispute concerning the appropriate wage increases, if any, to be granted to all bargaining units in the City of Sturgeon Bay and in Door County. There are a total of four collective bargaining units in the City (two of which are represented by the Union) and five bargaining units in the County (four of which are represented by the Union). At the

time of the meeting held on July 15, 1988, no agreements had been reached for 1988 or 1989 in any of these bargaining units. Petitions for interest arbitration had been filed in every case and the negotiations in each case were at various stages of the interest arbitration statutory procedure. A hearing had been held before Arbitrator Sherwood Malamud in the City police bargaining unit, which is represented by the Union. There are 15 employees in that bargaining unit, consisting of three sergeants and twelve patrol officers. The dispute involving firefighters, who are represented by the International Association of Firefighters, had not yet been certified by the WERC and that dispute settled subsequent to the meeting herein. There are approximately 11 employees in that bargaining unit. The settlement was based upon a compromise between the figures reflected in the preliminary final offers of the parties in that case. The City had proposed 2% increases each year for 1988 and 1989 and the Union had proposed split increases of 1½% every six months during that same period. The compromise agreed to consisted of a 2½% increase in each of the two years in question. Finally, at the time of the meeting herein, the meeting involving the dispute with the City utility workers had not yet been held. That group, which is slightly larger than the group involved in this proceeding, is represented by the operating engineers' union. In that

case the City is offering a 1.5% increase for 1988 and a 2% increase for 1989 and the Union is asking for a 3% increase in 1988 and a percentage increase equal to the increase in the CPI-W of October 1988, for the 1989 year. The latter increase would approximate 4%, according to the latest available CPI data.

In the case of the five county bargaining units, only one--the bargaining unit consisting of employees of the Social Services Department--had been heard by an interest arbitrator. The dispute in that case was heard by Arbitrator Steven Briggs in a meeting held shortly before the meeting herein. The County offers in those bargaining units range from a low of no increase in 1988 and 1989 for ambulance service employees, who will be subject to a significantly changed work schedule for 1988 and 1989, to a high of 2% in each year for the Highway Department employees. In the case of courthouse employees, Sheriff's Department employees (who are represented by a different union), and Social Services Department employees, the County proposes a wage freeze in 1988 and a 2% increase in 1989. The Union proposes to agree to a wage freeze for the ambulance service employees for 16 months, but asks for a 3% increase in 1989 for those employees. In the case of the Highway Department employees, the Union proposes increases of 30¢ per hour in 1988 and 31¢ per hour in 1989. For courthouse

employees, the Union proposes, along with a number of other unrelated proposals, 3% increases in both 1988 and 1989. The union representing the Sheriff's Department proposes split increases of 2% each, for every six months of the two-year agreement covering that department. This would translate to a cost of approximately 3% and a lift of approximately 4% each year. Finally, in the case of Social Services Department employees, the Union proposes an increase of 3% or 25¢ per hour, whichever is greater, for 1988 and 3% or 26¢ per hour, whichever is greater, for 1989.

While it is not possible to say whether the parties would have been able to reach agreement in any or all of these negotiations, were it not for the economic impact of layoffs at Bay Shipbuilding Corporation, formerly the largest employer in Door County, it is clear that those layoffs have had a significant impact upon the ability of the parties to reach voluntary settlement in this bargaining unit and the other City and County bargaining units. In essence, it is the position of the City and County, both of which are represented by the same counsel, that there should be either no increase or modest increases in wage rates for 1988 and 1989 because of the high unemployment and other consequences of the layoffs and other actions taken by Bay Shipbuilding Corporation. The Union disputes in this proceeding (and in the other

proceedings where it is a party) whether or not such restraint is required or appropriate under the circumstances.

#### PRELIMINARY ISSUES

At the meeting held pursuant to the requirements of Section 111.70(4)(cm)6.d., which is to be conducted in the nature of a hearing according to Section ERB 32.15(8) and (9), the Union entered a formal objection to the introduction of exhibits consisting of newspaper articles and video tapes of the Governor's Economic Summit Conference held in Sturgeon Bay in April 1988 and television news clips concerning the layoffs and other actions taken at the Bay Ship Building Company. It based the objection on the hearsay nature of such material. In addition, it generally objected to the Employer's use of a variety of documents and letters dealing with the situation at Bay Shipbuilding Corporation and two other private sector ship and boat builders--Peterson Builders and Palmer Johnson. In its written arguments, the Union reiterates these objections, primarily as they relate to the newspaper articles, video tapes, and a letter prepared by an official at Bay Ship Building Company. While acknowledging that arbitrators have wide latitude with regard to the admissibility of evidence and generally admit evidence that might not be admissible in court, but attach lesser weight if it is deemed to be less reliable, it is the Union's position



that these materials should be excluded from consideration because of the usual objections regarding hearsay and because these items burden the record with material which ought not be given much consideration and unfairly place a rebuttal burden on the Union.

According to the City, the Union's objection to these items is part of an overall effort to duck the economic impact of the events at Bay Shipbuilding Corporation and should be rejected because the items simply portray and discuss undisputed events having a bearing on the negotiations in the City of Sturgeon Bay and in Door County. The City argues that the hearsay rule is "not a rule against common sense" and does not operate to exclude relevant evidence from arbitration, particularly where the facts are not in dispute. The Employer cites the decision of Arbitrator Stanley Michelstetter in Shell Lake School District, Decision No. 25259-A (1988) in support of its contention that such materials should be given consideration by interest arbitrators when they deal with matters of general knowledge within the community.

In the view of the undersigned, these materials were properly received as part of the record in this proceeding. They would appear to be proper "supporting arguments" within the meaning of the statute and "relevant evidence" within the meaning of the rule adopted by the WERC. Because of their

hearsay nature, they are less reliable and should be given little weight, at least in relation to more reliable forms of evidence, in the case of any disputed facts. However, the Employer would appear to be correct in its contention that the events discussed in these newspaper articles, video tapes, and letter are, like the drought referred to by Arbitrator Michelstetter, undisputed facts, well known to the community. Further, there is ample other evidence in the record, not still objected to, describing the events at Bay Shipbuilding Corporation and its impact on the City and County.

The second preliminary matter which requires some discussion herein, relates to the Union's request to reopen the record for the purpose of introducing certain evidence relating to action allegedly taken by the Sturgeon Bay City Council, subsequent to the meeting held on July 15, 1988, granting wage increases to certain non-represented employees of the City. The undersigned rejected that request, based upon the terms of an agreement reached at the conclusion of the meeting, but feels obliged to reconsider that ruling based upon arguments contained in the Union's initial brief, which were not considered prior to the ruling. The ruling is reaffirmed.

The Union would appear to be correct in its contention that the information in question was not available at the time of the meeting on July 15, 1988 and that it is relevant

to the instant dispute, because it deals with an internal comparison, albeit one which is not the result of collective bargaining. Further, to the extent that it is viewed as a relevant internal comparison, it would appear to fall within the intent of Section 111.70(4)(cm)7.i. dealing with "changes in any of the foregoing circumstances during the pendency of the arbitration proceedings." The problem the undersigned has with considering the material offered relates directly to the terms of the agreement reached at the conclusion of the meeting on July 15, 1988.

Because of similar problems the undersigned has experienced in other proceedings, the parties were specifically asked at the conclusion of the meeting, whether they wished to keep the record open for the receipt of settlements and awards which might come down after the meeting, but prior to the issuance of the award in this case. During the course of the meeting, the parties had specifically agreed that the award of Arbitrator Malamud, involving the City Police Department, would be admitted "when received." In fact, the Union had reserved a place for it in its book of exhibits. After discussing the possibility of closing the record at that point for the receipt of any further exhibits (other than certain "rebuttal" exhibits agreed to during the course of the hearing), the parties agreed to hold the record open to permit the

submission of evidence concerning settlements or awards involving the eight other City and County bargaining units which were then in the various stages of final offer or arbitration proceedings, but that the record would be closed for the purpose of receiving other items of new evidence.

While not controlling for purposes of the reaffirmation of the ruling set out above, it should be noted that, at the July 15 meeting, there was no evidence introduced with regard to the existing wage rates or past practice with regard to the establishment of new wage rates for the non-represented employees in question. Thus, if the undersigned were to disregard the agreement of the parties and reopen the record as requested by the Union, it would be necessary to allow either party to supplement the record as well, with regard to matters that neither party saw fit to introduce evidence on in the first instance. In addition, the Employer contests the Union's factual assertion in connection with its request, and it would probably be necessary to take testimony and entertain additional arguments on that point.

#### UNION'S POSITION

It is the Union's basic position that its final offer is clearly supported by both "internal" and "external" public sector comparisons and by the cost of living criterion. It strongly disputes the Employer's contention that its offer

is contrary to the interests and welfare of the public and maintains, contrary to the City's position, that its offer is not only supported by public sector comparisons, but by private sector comparisons as well.

The "internal" comparisons which should be considered, according to the Union, consist of the City and County bargaining units and bargaining units of employees working for school districts within Door County. The only available city settlement involves the firefighters. According to the Union, that settlement is not particularly persuasive because of the relatively small size of the bargaining unit; the significant difference in hours worked by firefighting personnel; and the lack of a consistent pattern of granting similar increases to employees in this bargaining unit.

Data concerning settlements and awards in Door County school districts do support the Union's position, it argues. Thus, the wage increases granted to support staff who work for Gibraltar, Southern Door and Sturgeon Bay School Districts for the 1988-1989 school year more closely approximate the Union's proposal of 35¢ per hour or 3.5%, it notes. Further, if consideration is given to the overall percentage cost of settlements with teachers working for Gibraltar, Southern Door and Sturgeon Bay School Districts for 1988-1989, consistent with the opinion of Arbitrator Malamud and Green Bay Area

Public School District, Decision No. 24174, 7/17/87, those settlements also support the Union's final offer, it argues. While none of the Door County bargaining units has settled for both 1988 and 1989, the Union points out that the wages, hours and working conditions for paramedics working for the County have been established for 1988 and argues that the employees there received a very significant increase in hourly compensation because of the significant reduction of hours that was agreed to.

According to the Union, the "external" comparables it has selected, unlike those selected by the City, are "balanced" and representative because of their proximity to Sturgeon Bay and relative size. Those comparables should be preferred over the City's "primary" and "secondary" comparables which are generally limited to smaller communities (most of which are included in the Union's comparables) and are inconsistent in terms of their proximity to the City of Sturgeon Bay. The Union also disputes the consistency of the City in its reliance upon a comparison to Door County, while objecting to the Union's use of other contiguous counties and its heavy reliance upon the Bay Shipbuilding Corporation for comparison purposes, when its employee records reflect a wide geographical dispersion of residents, extending into numerous other states.

According to the Union, the arbitrator should not hesitate

to establish appropriate external comparables, merely because the parties have failed to do so in their own voluntary negotiations. Other arbitrators have done so when faced with the same problem, according to the Union. However, the Union maintains that even though its proposed comparables generally support the Union's proposed wage increase for 1988, the City's proposed comparables do as well. Further, the benchmark comparisons used by the City are, in many cases, "contrived," according to the Union, since they ignore the lift of split or delayed increases.

Reviewing the available data concerning private sector settlements for 1988, contained within City exhibits, the Union argues that those settlements likewise support its offer. While the City heavily relies upon the cuts in wages and benefits unilaterally imposed by Bay Shipbuilding Corporation, the Union notes that there is no agreement at Bay Shipbuilding Corporation and argues that, consequently, that comparison should carry little weight in this proceeding. Also, the Union contends that there are numerous inconsistencies in the reported data concerning the number of employees working at Bay Shipbuilding Corporation and argues that certain other comparisons, such as Peterson Builders, Inc., should be given little weight because of the lack of a Union or negotiated "settlement."

With regard to the criterion dealing with the interests

and welfare of the public, the Union first notes that the City makes no claim of inability to pay. In fact, according to the Union, its analysis of documents detailing the financial condition of the City demonstrates that the City is "rich" with financial resources. It has a large amount of cash on hand, which is earning interest and comprises the "third largest source of revenue," according to the Union. Utilizing City cost figures, including "roll-ups," the Union points out that the first year difference in cost between the two final offers is only \$7,820.00. This amount of money has been more than offset by the City's failure to fill the one position out of 22 which was vacated by an employee's retirement. Other savings have been achieved by eliminating other bargaining unit positions at the municipal pool, the Union notes. Further, the Union points to the significant increase in compensation granted to members of the City Council at the same time that the City Council seeks to limit the increase granted to employees to 2%.

The evidence also discloses that the City is "property rich," according to the Union. In fact, for this same reason, it receives little shared revenue. Even so, its tax rate is relatively average among the comparables relied upon by the Union.

The Union challenges the City's reliance upon unemployment



data noting that Door County has a cyclical employment pattern, which reflects percentages in 1986 and 1987 which were not greatly dissimilar from those relied upon by the City. Other counties have had unemployment rates in excess of 10%, the Union notes, and challenges the City's contention that it should be treated differently because of the relatively high unemployment it experienced during the first few months of 1988.

By relying upon Kenosha County in an effort to rebut the Union's position, the City is grasping at a "far away straw," according to the Union. In no other circumstance would the City be willing to compare itself to such an area of the state and it is inconsistent when it fails to compare itself to other communities who have also lost significant manufacturing jobs at various points in time in the past. Also, if the existing wage rates and lump sum settlements applicable to some employees in Kenosha are taken into consideration, the validity of the City's comparison is drawn into serious question. Further, only selected comparisons were made by the City, the Union notes. The increases granted to teachers in Kenosha were actually favorable by comparison and the data concerning custodial and maintenance employees of the school district there is insufficient to make a judgment as to the validity of the comparison.

The five cases cited by the Employer in support of its interests and welfare of the public argument are not persuasive, according to the Union. The recent decision involving the School District of Sevastopol, Decision No. 24910-A, decided by Arbitrator Gil Vernon on May 13, 1988, involved a situation where the arbitrator relied upon the impact of the layoffs at Bay Shipbuilding Corporation as a "tie breaker," where the comparability data failed to strongly support either offer. While there is no reason in the record to conclude that the parties have recognized a bargaining relationship with the situation at Bay Shipbuilding Corporation, the Union advances a number of additional reasons why that comparison should be rejected in this proceeding. According to the Union, wage rates at Bay Shipbuilding Corporation have traditionally been higher than in the City; the data concerning Bay Shipbuilding employees is incomplete because the Company has refused to provide information concerning compensation for executives and non-exempt personnel and the home addresses of employees who are working and no layoff; the City's counsel, who also represents Bay Shipbuilding Corporation, never provided the Union with data concerning that company during negotiations and enjoys an unfair advantage in this proceeding; and the City's claim that controlling weight should be given to the situation at Bay Shipbuilding Corporation, even in the absence

of an inability to pay situation, is without precedent.

Reviewing the other cases relied upon by the City in its arguments, the Union contends that they are all distinguishable from the situation here. Further, the Union notes, those cases involving school districts or vocational school districts all involved employer offers which exceed the Union's offer is in this proceeding. Contrary to the City's claim, the Union's arguments do not "miss the point," it argues, because the City has failed to demonstrate any effort to economize in its own budgeting, other than through its effort to limit employees to increases which are less than justified by the cost of living. Also, the Union repeats, this case does not involve a situation where there is no strong comparable support for the Union's position.

Finally, the Union points to the cost of living criterion as supportive of its offer and a finding that its offer is consistent with the interests and welfare of the public. The Union notes that the 1987 change in the CPI-W was 4.5% and that data available at the time of the hearing indicated that the increase in 1988 would approximate 4%. Further, the Union argues that the actual cost of living in Sturgeon Bay and Door County is "inflated" for full-year residents who purchase homes having values which rival those in populous Brown County and must pay prices for goods and services which are greatly affected by the heavy tourist industry which exists in Door County.

Citing arbitration awards relied upon by the City, the Union argues that the cost of living criterion is sometimes considered in relation to wage increases and sometimes considered in relation to total package increases, but that under either comparison, this criterion supports the Union's position. While there is some roll-up in the total package attributable to FICA and an increase in insurance premiums, it should be noted that this unit, unlike the firefighters unit, does not enjoy dental benefits and the total cost of group health insurance is relatively modest compared to certain other City units and comparables relied upon by the City.

For these reasons and others set out in its extensive written arguments, the Union asks for a finding that its final offer should be favored under the statutory criteria.

#### CITY'S POSITION

According to the City, the arbitrator's function in this proceeding is to determine which final offer more closely approximates where the parties should have settled voluntarily, had they been able to do so. The City maintains that, in applying the statutory criteria for this purpose, the greatest emphasis in this case must be placed upon the criterion dealing with the interests and welfare of the public, but that the other criteria also support its position, to the extent that they are applicable to the facts.

Looking at the question of public sector comparables, the City argues that the City of Sturgeon Bay and Door County are sufficiently unique because of their geographic isolation and economic base, to be without any true comparables. While its economic base consists of three major components -- agriculture, tourism, and manufacturing -- manufacturing is the most important component, particularly in the City of Sturgeon Bay, because it traditionally contributes a disproportionate percentage to total annual income in the County. Citing the extensive evidence in the record concerning the condition of the shipbuilding industry; the decision of Bay Shipbuilding Corporation to terminate all shipbuilding activities and the permanent layoffs associated with that decision; and the cut backs and freezes in wages and benefits in the shipbuilding industry in the City of Sturgeon Bay, the City argues that the City of Sturgeon Bay (and Door County) has suffered an economic setback which likewise renders it unique for comparison purposes, except perhaps to cities such as Kenosha, which is faced with the closing of its American Motors/Chrysler facility.

However, if public sector comparisons are to be made, the City contends that, based upon labor market considerations and other considerations normally taken into account for such purposes, the primary comparables are the municipalities of Algoma, Kewaunee, and Oconto. The communities of Shawano

and Two Rivers could also be considered as secondary comparables, it argues, based upon their size and proximity. The Union's proposed comparables (which include all of the City's proposed primary and secondary comparables, with the exception of Shawano) should be rejected because the Union inappropriately includes counties and also includes cities which are of considerably greater size and function in different labor markets. Specifically, the City objects to the inclusion of DePere, Green Bay, Manitowoc, and Marinette and all of the counties, particularly those three which include municipalities which should be excluded, according to the City -- Brown, Marinette, and Manitowoc. The City contends that the Union has failed to provide the necessary background information to justify its "laundry list" of alleged comparables and argues that available data concerning their relative size and geographic remoteness justifies their exclusion.

Turning to the available data as to the wage rates for truck drivers, mechanics, heavy equipment operators and park maintenance/laborers, among its primary comparables the City argues that it will retain its number one rank in 1988 under its offer. If the primary and secondary comparables are grouped together, the City's offer will maintain its rank of number one in three of these four basic classifications and it will maintain its number two rank in the fourth classification

(heavy equipment operator). According to the City, the Union has failed to offer any reason why it should be permitted to "widen its lead" relative to these comparables. On the contrary, there is no reason why the City should continue to be the salary leader "in perpetuity," according to the City.

The City notes that there is an admitted paucity of comparable settlements for 1989. For this reason, the arbitrator should give greater weight to the other statutory criteria, it argues. Contrary to the Union's position, it would be inappropriate to give consideration to counties with unemployment rates over 10%, because there is no showing of comparability; there is no showing as to when the agreements were negotiated; and the Union's data conspicuously omits Kenosha County. While the City acknowledges that Kenosha is not comparable for other purposes, it argues that Kenosha's response to the economic impact of the closing of the AMC/Chrysler plant is instructive for purposes of comparison. Citing arbitrators, including Arbitrator Vernon in the Sevastopol case, the City argues that such a comparison is appropriate.

In reply to Union arguments, the City reiterates its objections to the selection of comparables made by the Union and argues that the Kenosha comparisons are not distinguishable for the reasons given by the Union in its arguments. On the contrary, a close analysis of the Kenosha settlements reflect that they

show significant wage restraints, based upon the events in that community.

The City takes a more traditional view as to which comparisons should be deemed "internal," arguing that other City bargaining units constitute the appropriate internal comparisons, and argues that the one internal comparison available at the time of the filing of briefs in this case -- the firefighter settlement -- should be given great weight. A failure to follow internal comparisons can cause great disruption in employee morale, bargaining relationships, and credibility with other labor organizations, it notes. Contrary to the Union's contention, this powerful internal comparison should not be disregarded, according to the City. Thus, a close analysis of bargaining history discloses that the same percentage increase has been granted to firefighters and employees in this bargaining unit in four years out of the last seven, those being 1981, 1982, 1986, and 1987. Also, it is significant that for the year 1985 the parties negotiated a significant change in their existing work and overtime schedule, which impacted upon wage rates for firefighters. In fact, the agreement covering that period reflects the parties' joint intent to effect no change in pay as a result of a reduction of hours.

The City disputes the Union's claim that there exists a "settlement" with the ambulance service employees in Door



County or that the changes agreed to in that bargaining unit to date are useful for comparison purposes. According to the City, the County agreed to maintain existing wage rates for the paramedics in that bargaining unit as a trade-off for a massive overhaul in departmental hours. While the District maintains that it is appropriate to look at the public sector settlements in the community of Kenosha, because of the similarity of the economic circumstances under which they were negotiated, it takes issue with the Union's utilization of "internal" public sector comparisons with employees of Gilbralter, Southern Door and Sturgeon Bay School Districts. The City notes that employees of school districts, particularly teachers, have entirely different duties and responsibilities and have traditionally received higher settlements in recent years. Further, the data relied upon by the Union is inaccurate in some respects, according to the City. What is most important about those settlements, the City argues, is the fact that they reflect below average settlements, when compared to statewide figures. According to the City, this reflects recognition of the special economic circumstances under which they were negotiated. Similar restraint should be shown here, the City argues.

With regard to private sector settlements, the City relies heavily upon the wage and benefit cuts imposed at Bay Shipbuilding Corporation and the freezes imposed at Peterson

Builders, Inc. and other area employers. When these cuts and freezes are factored into analysis of local private sector settlements, the resulting percentage increase (1.46%) and the weighted average increase (-.05%) clearly favor the City's proposed 2% across the board increase. Data regarding national settlements negotiated in 1987 and the first part of 1988, likewise support an increase in this magnitude, the City argues.

The bulk of the City's arguments address its view of the interests and welfare of the public. While it is difficult to summarize those arguments, they generally focus upon the events at Bay Shipbuilding Corporation and their impact on the City of Sturgeon Bay in particular. According to the City, the shipbuilding industry, which is the backbone of the City of Sturgeon Bay's industrial base, is in the depths of a depression. While there have been cyclical layoffs in the past, Bay Shipbuilding Corporation completed the last commercial vessel under construction in the United States on November 7, 1987 and has since announced its intent to abandon any further efforts to build commercial vessels. Thus, the layoff of employees at that company, which had reached a high in excess of 1,700 in 1986 and is now down to less than 100, must be viewed as being permanent in most cases. Further, the ripple effect in the local economy, as evidenced by the reduction of the purchase of goods and services from Door County vendors,

suppliers, and individuals from \$3,129,000.00 to \$1,017,584.00 has an impact going beyond the layoff of approximately 500 residents of the City itself. While Peterson Builders, Inc. remains in the business of constructing Navy vessels, the evidence establishes that its immediate prospects for further orders is bleak.

The impact of these events on the local economy has not only been recognized by the national news media, but also by Governor Thompson, who held an economic summit conference in Sturgeon Bay for the purpose of addressing the situation. Further, the City points to the decision of Arbitrator Vernon in the Sevastopol case referred to above, in support of its argument as to the significance of these economic events for purposes of evaluating the interests and welfare of the public.

While the Union seeks to portray the City's evidence concerning these events as a "smoke screen" or a "sham," and argues that the interests and welfare of the public are not implicated when there is no claimed inability to pay, this position shows a "callous disregard for the plight of Sturgeon Bay taxpayers," according to the City. Citing a number of arbitration awards which, in its view, give substantial weight to local economic conditions, the City contends that the Union is simply wrong in this regard. The interests and welfare of the public criterion is multi faceted and requires consideration of factors other

than the "ability to pay," according to the City. Local economic conditions, such as exist in Sturgeon Bay, can require greater fiscal restraint and conservatism, out of consideration for taxpayers, the City argues.

The Union's effort to minimize the unemployment level likewise fails, the City argues, because it cannot be dismissed as "cyclical" or "natural." While northern Door County does have a seasonal fluctuation in its employment level, the situation in Sturgeon Bay, which has an industrial base, is quite different. Further, reductions in the unemployment rate due to these seasonal factors, largely reflect an influx of summer residents and college students and serve to do nothing more than "temporarily disguise the current economic woes of Sturgeon Bay."

While the Union attempts to portray the City as "rich," it does so based upon a misreading of the City's budget, it argues. The City actually reduced its budgeted expenditures, by cutting approximately \$56,000.00 out of its budget and the "enormous nest egg" referred to by the Union actually reflects revenues collected, but not yet expended. The City has not budgeted any increases for salary, which will have to be paid from monies in the budget, including expenditures for non-salaried items. Further, the City is not "tourist rich," it argues, since it consists of industrial property and permanent

residences, including employees or former employees of ship-building companies rather than the summer homes and luxury resorts which characterize northern Door County.

The Union's reference to salary increases granted members of the City Council, ignores the requirements of state law that such salaries be fixed in the advance of elections and is misplaced in any event, since the parties have never relied upon salary increases granted to elected officials for purposes of bargaining. The Union's claim that the City has not shown any restraint in spending elsewhere demonstrates "confusion" on its part, the City argues. Thus, the City points out that it has not asked employees to accept a wage freeze or cut, but has merely asked for restraint while it has cut or maintained the level of expenditures in other areas. The award cited by the Union in support of this argument is likewise misplaced, the City argues, since that case involved an employer who sought to claim an inability to pay any wage increase while expending great sums for expansion without seeking a (utility) rate increase to pay for it. That unfair comparison is quite different than the circumstances here, the City argues.

Finally, with regard to the cost of living criterion, the City argues that its final offer, based upon a total package cost of 3.54% in the first year, more nearly approximates the cost of living increase for "non-metro urban areas-north central

states CPI index for urban wage earners and clericals" which is most appropriate for comparison purposes, in its view. This index which deals with urban areas of less than 50,000 population increased by 3.88% in 1987. The total cost of the Union's offer, at 4.9% deviates by a greater amount from this cost of living measurement, the City notes. Further, using this same index, the City notes that the total rate increase received by employees in the two years immediately prior to the agreement here, at 9%, exceeded the increase in that index (2.98%) by 6.02%.

#### DISCUSSION

The City and Union are not in agreement as to which comparisons should be deemed "internal" and also disagree as to the appropriate external public sector comparisons. The answer to the first question would appear to be simple and straightforward. Internal comparisons consist of comparisons with other groups of employees of the same municipal employer and do not include employees of other municipal employers, who may reside in the same community, in whole or in part. While this definition would arguably exclude such comparisons from factors "e" and "f" (and "d" in most circumstances) under the statutory factors as they were recently reworded, the same was true under the prior wording of the comparison criterion which is still set out at Section 111.77(6) (d). Internal

comparisons as thus defined, have always been given great weight by arbitrators, under appropriate circumstances, and such an approach would appear to be warranted and authorized by the "such other factors" criterion, now set out at "j" of the criteria applicable to this proceeding.

The question of what group of municipal employers constitutes the most appropriate group for comparison purposes "in public employment in the same community and in comparable communities," is more difficult, because of the parties' failure to agree on any such grouping in their past negotiations or in this proceeding. However, a review of the available data convinces the undersigned that it is unnecessary, in this proceeding, to attempt to make a definitive determination for the parties in this regard. In the view of the undersigned, there is sufficient evidence in the record to determine the appropriate outcome in this proceeding, without hamstringing the parties for purposes of future negotiations in this and other bargaining units.

For purposes of this proceeding, the undersigned would note the following:

1. The City would appear to be correct in its contention that the unique geography of Door County has a significant impact on the appropriate comparisons. To the extent that such comparisons are based upon labor market considerations,

Door County's unique geography requires this approach.

2. While Algoma and Kewaunee constitute appropriate comparisons, the Union is correct that their relatively smaller size draws into question the fairness of their use for comparison purposes, unless balanced by other comparisons. The unfairness can also be offset by recognition of the fact that the "leadership" position enjoyed by Sturgeon Bay employees in relation to those two, smaller communities is not necessarily inappropriate, unless justified by consideration of other factors under the statutory criteria.

3. While it is possible to enlarge the group of obvious comparables and offset these size differences by including groups of employees working in the highway department for Door County and Kewaunee County, the Employer is correct in its contention that there are important differences between City and County governments and the way in which they finance work performed by their respective employees. Even so, City employees are drawn from the same labor market as Door County employees and the same can be said for Algoma and Kewaunee, in relation to Kewaunee County.

4. There are other possible comparisons, such as bus drivers working for school districts in the county, (about which there is some evidence in the record) and employees of some of the smaller communities in northern Door County



(about which there is no evidence in the record) which might be appropriate for consideration by the parties in the future.

5. While it is possible to further enhance this rather slim group of comparables by considering cities like Two Rivers, DePere, Oconto, etc., those comparisons suffer from the criticism that they are either proximate to much larger centers of population or they are sufficiently remote from Sturgeon Bay to draw into question their usage, unless the parties can agree on a "balanced" grouping in their future negotiations.

Before turning to the available evidence for comparison purposes, it is also appropriate to note that wage comparisons can be made in more than one way and for more than one purpose. Thus, from the employees' point of view, the percentage increase or dollar increase generated by a proposal has particular significance for purposes of meeting increases in the cost of living and achieving a real increase in wages and consequent standard of living. On the other hand, the absolute level of a wage rate is far more important for purposes of meeting the demands of the labor market and satisfying equitable principles inherent in the comparison process. Finally, from the Employer's point of view, comparisons which take into account the overall cost of a settlement are more important for purposes of gauging its overall relative effort in relation to other employers deemed to be in similar or dissimilar circumstances.

Focusing first on the available public sector comparisons, from the Union's point of view, its proposed increase of 35¢ (or approximately 3.5%) in the first year, finds more support among the comparables, than does the Employer's proposed 2% increase. Thus, in both Algoma and Kewaunee, employees are slated to receive split increases in 1988, as the second year of two-year agreements, which would appear to be worth approximately 35¢ and 30¢ respectively. Viewed as a percentage, these increases are close to 3.5% and 3% respectively for 1988.<sup>1</sup> There is, of course, no available data concerning the increase which will be granted to Door County highway department employees. Presumably, it will either be 2% or 3%. The increase to be received by Kewaunee County highway department employees in 1988, as the second year of a two-year agreement, is 51¢ or approximately 5%. Bus drivers in Gilbralter schools and Sturgeon Bay schools were slated to receive increases of 31¢ or approximately 3.6% and 30¢ or approximately 3.1%, respectively for the 1988-1989 school year. Increases for southern Door County bus drivers are more difficult to compute because of the method of compensation employed. However, custodians in that system were slated to receive 30¢ or 3.5% in the 1988-1989

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<sup>1</sup>Because they are split increases they provide a respective lift of 53¢ or 5.5% and 39¢ or 4.1%. The significance of that fact is discussed below in relation to actual wage rates.

school year.

Other, similar comparisons could be made, but the trend of these settlements, most of which were out of sequence with the negotiations in this proceeding, do support the Union's position as to dollar or percentage increases, without regard to the existing level of wages. When the existing level of wages is taken into account, these comparisons are less compelling.

In Algoma and Kewaunee the split increases granted in 1988 will result in basic rates of \$10.16 and \$9.97, respectively. When these rates are compared to the basic rate for truck drivers, light equipment operators and parks workers in this bargaining unit, City employees will continue to lead by comparison, under either the City or the Union's offer. Thus, under the City's offer the 1988 rate will be \$10.17 per hour and under the Union's offer the rate will be \$10.32 per hour.<sup>2</sup> If the City's offer is selected for Department of Public Works employees employed by Door County, truck drivers will continue to earn approximately 5¢ per hour more than their counterparts in the City, unless the Union's offer is selected here. In Kewaunee County the rate for "grade 2"

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<sup>2</sup>These comparisons are between the maximum rates rather than the 12-month rates, because all of the employees in this bargaining unit are at the maximum (18 month) rate.

truck drivers, loaders and tractor operators will continue to lead and will actually increase the lead in 1988, regardless of whether the City or Union's offer is selected in this proceeding. Again, other comparisons could be drawn, but the trend of this data reflects a tendency toward a tighter clustering of basic wage rates within this group (except for Kewaunee County) and this will be particularly true if the County's offer is selected for Door County highway department employees.

The City points out that the cost of the Union's first year proposal in this proceeding will approximate 4.9%, compared to the cost of its proposal of 3.54%. The comparative data with regard to total cost is not well developed. The City relies primarily upon its arguments under the interests and welfare of the public criterion and the cost of living criterion to support the reasonableness of its offer, based upon total cost. However, as the Union points out, the "roll-up" that occurs when the total cost is computed for this unit, appears to be primarily related to social security taxes and an increase in the cost of health insurance. It is reasonable to assume that most of the other municipal employers relied upon by both parties for comparison purposes experienced similar problems.

While the above comparative analysis, in general, supports

the Union's position, that support is not without significant limitations. Thus, given the existing leadership position enjoyed by employees in the bargaining unit and the obvious efforts of Algoma and Kewaunee to "catch up," a more modest increase in the range of 3% might be justified under this criterion viewed in isolation. This is what was agreed to in the more recent agreement at Two Rivers, for example.

There is only one internal comparison available, that being the comparison provided by the firefighter settlement. While that comparison is not without limitations as well, it clearly favors the City's position. Contrary to the Union's contention, the settlements in this bargaining unit and that bargaining unit, have frequently been identical, when measured as a percentage and the recent exception in 1985 is understandable in view of changes in the hours of work negotiated pursuant to the "Garcia" decision. While the firefighter unit is smaller than this unit, the employees in that unit are represented by a union and had the right to pursue final offer arbitration under a similar statute. While it is apparently true that they enjoy dental insurance, the evidence here does not disclose the bargaining history of why that unit enjoys that benefit and this unit does not and dental insurance is not an issue in this proceeding.

Turning to the available evidence of private sector

settlements, the local data is deemed to be more persuasive than the general data in the record. If the data concerning the shipbuilding industry is excluded for purposes of drawing comparisons, the local settlements would appear to more closely approximate the Union's proposal than the City's proposal. Only if the wage cuts and wage freezes in the shipbuilding industry are factored into the computation, does the data support the City's offer. The real question presented in this proceeding is what consideration should be given to that data and other similar data. In the view of the undersigned, the appropriate consideration of that data and other related data is in relation to the City's argument based upon the interests and welfare of the public and not the comparison criterion per se. This is so because the City, unlike the shipbuilding industry, is not in a position to argue an inability to pay the increases sought by the Union.

Turning to the Employer's argument concerning the interests and welfare of the public, the undersigned must agree with the Employer in its contention that this aspect of criterion "c" is separable from that portion which makes direct reference to the "financial ability of the unit of government to meet the costs of any proposed settlement." The more difficult question relates to the City's claim that its, more modest, proposal is more consistent with the interests and welfare

of the public because of the depression in the shipbuilding industry and, in particular, the events at Bay Shipbuilding Corporation. Upon careful reflection, the undersigned concludes that it is.

When the legislature included the requirement that arbitrators consider the "interests and welfare of the public," it did not, in the view of the undersigned, give arbitrators carte blanche to determine the outcome of interest arbitration disputes based upon their personal view of what constitutes good public policy generally. Even so, it did authorize and in fact require that arbitrators give consideration to the more narrow question of whether a particular final offer in collective bargaining is consistent with or more consistent with the interests and welfare of the public. Thus, the undersigned does not believe that the legislature expected arbitrators to make global judgments about whether employees in a bargaining unit such as that involved in this proceeding, are paid "too much" or "too little" in relation to their own view of interests and welfare of the public, but did expect arbitrators to decide whether a particular wage increase in a particular community for a particular group of employees is appropriate, given the social, economic, and political environment then existing in the community. In the view of the undersigned, this is perfectly consistent with the notion

that an arbitrator should attempt to pick the final offer which more accurately represents where the parties should have reached voluntary agreement, had they been able to do so under the existing statutory arrangements.

The evidence of record is replete to the effect that the existing depression in the shipbuilding industry and, in particular, the events at Bay Shipbuilding Corporation, have had a profound impact on the City of Sturgeon Bay. There are undoubtedly many taxpayers within the City of Sturgeon Bay who were not directly impacted by those events. However, it is indisputable that hundreds of employees suffered direct economic consequences and that many others suffered indirect economic consequences as a result of the massive curtailment in payroll and other expenditures within the community. This has nothing to do with property values per se but has everything to do with the ability of those affected to pay those taxes, either directly or indirectly, in the form of rents. Thus, it is undoubtedly true that the City could raise the necessary revenue to pay the increases sought by the Union in this bargaining unit (rather than take it out of other portions of the budget as it proposes to do) and it is reasonable to assume that most taxpayers would pay the additional taxes required by that approach. However, this is the type of situation which differentiates public employment from private employment. In times of economic



adversity, the public expects its elected officials to show restraint and that is an inevitable part of public sector collective bargaining.

This situation is quite different than the situation where public sector employees are asked by a particular municipal employer to show restraint in wage rates, even though their counterparts in other jurisdictions are not, based upon general economic conditions as opposed to economic conditions impinging upon the jurisdiction served by the municipal employer itself. While the undersigned must agree with the Union that the community of Kenosha, Wisconsin is distinguishable from Sturgeon Bay in many respects, the events occurring in that community, and the response reflected in the negotiated settlements in the public sector in that community, are quite comparable.

It is also important to note that the City is not asking the Union to go without any wage increase at all, nor is it asking the Union to do so at a time when it can claim that it has "fallen behind" its counterparts. The undersigned is concerned about the Union's claim, which it was unable to document in the record because the record was closed by agreement of the parties, that the City has not shown similar restraint across the board. It is clear that the City has attempted to hold down expenditures through the elimination and/or failure to fill positions, along with the consequent

cut in services. If it has acted inconsistently in relation to its non-represented employees, the solution to that problem lies within the political arena, of which public sector collective bargaining is only a part. In the meantime, based upon the record in this proceeding, the undersigned is satisfied that the City has made a strong case for restraint in its negotiations in this particular bargaining unit.

Before summing up and reaching an overall judgment concerning the two final offers, further specific discussion of the cost of living criterion is required, based upon the arguments presented.

The Union argues that this criterion supports its position based upon changes in the Consumer Price Index for urban wage earners and clerical workers (CPI-W). The City bases its arguments upon changes in the more narrow index applicable to non-metropolitan urban areas. While there is some logic to the City's approach, the undersigned is reluctant to utilize more narrow measures of change, such as that suggested by the City, because of their greater volatility. Ideally, if true consideration were to be given to the actual increase in the cost of living in Sturgeon Bay, an "index" of the actual increase in that cost would be the most appropriate measure. As the Union points out, there are special factors applicable to the City of Sturgeon Bay which might suggest that such an

index would move quite independently of other indexes. In the absence of such specific data, the undersigned believes that it is preferable to use a broader measure such as the CPI-W.<sup>3</sup>

The increase in the CPI-W in the year immediately prior to the first year of this agreement (1987) was 4.5%. As the Union correctly argues, this is more proximate to its proposed increase, even if roll-ups are included. However, it must be remembered that the parties are coming off of a two-year agreement which provided for increases of 9% total. The increase in the CPI-W for 1986 was .7%. Thus, during the term of the prior agreement the Union experienced an increase in real wages of 3.8%, by this measure. By this same measure, they will undoubtedly lose ground under the term of this agreement. The question that remains, is whether such a settlement, in relation to the cost of living criterion is justified under the circumstances.

While the judgment required in final offer arbitration cases is always difficult, the judgment called for here is particularly difficult because it hinges upon a concept which is admittedly subjective, i.e., whether the Union's proposal, which is

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<sup>3</sup>An even broader measure, the CPI-U, is available and might be preferred for employees more appropriately compared to that measure which includes "all urban consumers."


generally supported by external public sector comparisons and most private sector comparisons and by the cost of living, should nevertheless be rejected because the proposal of the City is more in keeping with the interests and welfare of the public. Even so, the undersigned believes that it should. While not controlling, the settlement with the firefighters provides some evidence, in the view of the undersigned, that his judgment in that regard is not off the mark. In reaching this judgment, the undersigned has also taken into consideration the fact that, relatively speaking, the employees in this bargaining unit will not be greatly disadvantaged as to their hourly wage rates in comparison to others in similar circumstances. Consideration has also been given to the other statutory criteria not specifically referred to by the parties in their evidence and arguments, but they do not require a different outcome.

For the above and foregoing reasons the undersigned renders the following

AWARD

The final offer of the City of Sturgeon Bay is selected for inclusion in the parties' 1988-1989 collective bargaining agreement along with all other changes agreed to in the provisions of the prior agreement, which are to remain unchanged.

Dated at Madison, Wisconsin, this 16<sup>th</sup> day of November, 1988.

  
George R. Fleischli  
Arbitrator

CURRENT WAGE RATES

	Start	After 3 Mos.	After 6 Mos.	After 9 Mos.	After 12 Mos.	After 18 Mos.	After 24 Mos.
Sanitation Worker/ Driver	8.47	8.73	8.98	9.24	9.48	9.76	
Truck Driver	8.51	8.79	9.09	9.38	9.66	9.97	
Light Equip.	8.51	8.79	9.09	9.38	9.66	9.97	
Parks Worker	8.51	8.79	9.09	9.38	9.66	9.97	
Heavy Equip. (Front End Loader, Cat., Sweeper)	9.01		9.38		9.74	10.12	
Mechanic	9.21		9.53		9.83	10.12	10.33
Carpenter	9.21		9.53		9.83	10.12	10.33
Mason	9.21		9.53		9.83	10.12	10.33
Grader	9.21		9.53		9.83	10.12	10.33

APPENDIX A

UNION PROPOSAL

1988

	Start	After 3 Mos.	After 6 Mos.	After 9 Mos.	After 12 Mos.	After 18 Mos.	After 24 Mos.
Sanitation Worker/ Driver	8.82	9.08	9.33	9.59	9.83	10.11	
Truck Driver	8.86	9.14	9.44	9.73	10.01	10.32	
Light Equip.	8.86	9.14	9.44	9.73	10.01	10.32	
Parks Worker	8.86	9.14	9.44	9.73	10.01	10.32	
Heavy Equip. (Front End Loader, Cat., Sweeper)	9.36		9.73		10.09	10.47	
Mechanic	9.56		9.88		10.18	10.47	10.68
Carpenter	9.56		9.88		10.18	10.47	10.68
Mason	9.56		9.88		10.18	10.47	10.68
Grader	9.56		9.88		10.18	10.47	10.68

1989

	Start	After 3 Mos.	After 6 Mos.	After 9 Mos.	After 12 Mos.	After 18 Mos.	After 24 Mos.
Sanitation Worker/ Driver	9.24	9.50	9.75	10.01	10.25	10.53	
Truck Driver	9.28	9.56	9.86	10.15	10.43	10.74	
Light Equip.	9.28	9.56	9.86	10.15	10.43	10.74	
Parks Worker	9.28	9.56	9.86	10.15	10.43	10.74	
Heavy Equip. (Front End Loader, Cat., Sweeper)	9.78		10.15		10.51	10.89	
Mechanic	9.98		10.30		10.60	10.89	11.10
Carpenter	9.98		10.30		10.60	10.89	11.10
Mason	9.98		10.30		10.60	10.89	11.10
Grader	9.98		10.30		10.60	10.89	11.10

CITY PROPOSAL

1988

	Start	After 3 Mos.	After 6 Mos.	After 9. Mos.	After 12 Mos.	After 18 Mos.	After 24 Mos.
Sanitation Worker/ Driver	8.64	8.90	9.16	9.42	9.67	9.96	
Truck Driver	8.68	8.97	9.27	9.57	9.85	10.17	
Light Equip.	8.68	8.97	9.27	9.57	9.85	10.17	
Parks Worker	8.68	8.97	9.27	9.57	9.85	10.17	
Heavy Equip. (Front End Loader, Cat., Sweeper)	9.19		9.57		9.93	10.32	
Mechanic	9.39		9.72		10.03	10.32	10.54
Carpenter	9.39		9.72		10.03	10.32	10.54
Mason	9.39		9.72		10.03	10.32	10.54
Grader	9.39		9.72		10.03	10.32	10.54

1989

	Start	After 3 Mos.	After 6 Mos.	After 9.Mos.	After 12. Mos.	After 18 Mos.	After 24 Mos.
Sanitation Worker/ Driver	8.81	9.08	9.34	9.61	9.86	10.15	
Truck Driver	8.85	9.15	9.46	9.76	10.05	10.37	
Light Equip.	8.85	9.15	9.46	9.76	10.05	10.37	
Parks Worker	8.85	9.15	9.46	9.76	10.05	10.37	
Heavy Equip. (Front End Loader, Cat., Sweeper)	9.37		9.76		10.13	10.53	
Mechanic	9.58		9.92		10.23	10.53	10.75
Carpenter	9.58		9.92		10.23	10.53	10.75
Mason	9.58		9.92		10.23	10.53	10.75
Grader	9.58		9.92		10.23	10.53	10.75

APPENDIX C