

WISCONSIN EMPLOYMENT RELATIONS COMMISSION
BEFORE THE ARBITRATOR

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WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the Matter of Interest
Arbitration Between

TEAMSTERS LOCAL UNION NO. 579

and

CITY OF WHITEWATER

Case No. 38
No. 40209 INT/ARB-4813
Decision No. 25554-A

APPEARANCES:

Previant, Goldberg, Uelmen, Gratz, Miller &
Brueggemann, S.C., by MARIANNE GOLDSTEIN ROBBINS, for the
Union.

Lindner & Marsack, S.C., by JAMES R. SCOTT, for the
Employer.

BACKGROUND

The Union became the bargaining representative of the non-professional employees of the City of Whitewater as a result of an election in March, 1987. Negotiations on an initial contract commenced on or about July of 1987 and continued until February 16, 1988 when the Union filed a petition to initiate arbitration pursuant to Sec. 111.70(4)(cm)6 of the Municipal Employment Relations Act. The undersigned was subsequently appointed to serve as arbitrator by Order dated July 12, 1988.

The first hearing was scheduled for September 2, 1988 at which time the parties resumed negotiations in an attempt to reach a voluntary settlement of the issues remaining. A tentative agreement was reached between the bargainers, which was subsequently rejected by a membership vote of the Union.

The matter thereafter came on for hearing before the undersigned on November 1, 1988. The parties were present and were afforded opportunity to present such evidence,

testimony and argument as they deemed pertinent. Post hearing briefs were filed and exchanged through the arbitrator. The parties subsequently filed reply letters directly with the arbitrator with a copy to opposing counsel with the last being received on January 19, 1989.

THE FINAL OFFERS

At the outset of the hearing the parties advised that one of the issues contained in the final offers of each had been resolved and was therefore a non-issue before the arbitrator. Said item was titled Article 7. Discipline and Discharge. The issues remaining are as follows:

ARTICLE 12. HOURS OF WORK.

UNION FINAL OFFER:

Article 12. Hours of Work.

Section 1. City Office Employees.

The normal work week for full-time employees working in the City offices shall be Monday through Friday, thirty-five to forty (35 to 40) hours per week, 8:00 A.M. to 5:00 P.M.

Library Employees.

Full-time employees (thirty-five to forty (35 to 40) hours per week) in the Library, unless specifically hired to work every Saturday, shall work Monday to Friday (five (5) days per week), but may be scheduled to work up to eight (8) Saturdays per year with another day off during same work week so that the normal week consists of five (5) days.

Wage payments for such schedules shall not include pay for a regularly scheduled one (1) hour lunch period, which shall be granted as nearly as practicable to the middle of the work day. The daily starting time for full-time employees shall normally be 8:00 A.M., however, certain jobs may require other starting time, which the parties hereby note and recognize.

EMPLOYER FINAL OFFER:

ARTICLE 12. HOURS OF WORK.

Section 1. The regular work week for full-time employees shall consist of forty (40) hours, five (5) consecutive days, eight (8) hours each. Wage payments for such schedule shall not include pay for a regularly scheduled one (1) hour lunch period which shall be granted as nearly as practicable to the middle of the work day. The daily starting time for full-time employees shall normally be 8:00 a.m.; however, certain jobs may require other starting times which the parties hereby note and recognize. Starting times once established shall not be changed without a one-week notice to the employee.

ARTICLE 13. OVERTIME.

Section 4. On Call.

UNION FINAL OFFER:

Article 13. Overtime.

Section 4. On Call.

If any employee is called in before or after normal duty hours he/she shall be entitled to a minimum of one and one-half (1 1/2) hours of pay at the normal overtime rate of one and one-half (1 1/2) rate.

EMPLOYER FINAL OFFER:

ARTICLE 13. OVERTIME.

Section 4. On Call. If an employee is called in before or after normal duty hours, the employee shall be entitled to a minimum of one and one-half (1 1/2) hours of pay. This shall not apply to authorized time worked consecutively prior to or subsequent to the employee's regular scheduled work hours up to a maximum of one (1) hour. Authorized time worked in excess of the one (1) hour maximum prior to or subsequent to regular scheduled work hours will be paid at the regular time rate, as well as time over eight (8) hours in a work day.

APPENDIX A - Wage Schedule - Clerical & Professional

UNION FINAL OFFER:

1987 - \$150.00 Signing Bonus.

Classification and Department	Step 1	Step 2	Step 3
	1/2 to 3 Yrs. 1988	4 Yrs to 7 Yrs. 1988	8 Yrs. Plus 1988
<u>Class I</u> Treasurer	11.90	12.42	12.94
<u>Class II</u> Ass't Librarian	8.53	9.03	9.48
<u>Class III</u> Engineering Aide Housing Code Enforcer Secretary (C.D.A.)	7.50	7.88	8.27
<u>Class IV</u> Admin.Ass't(Utilities) " " (Police) Sr.Citizen Coordntr Court Clerk Secretary B. I.	7.14	7.50	7.88
<u>Class V</u> Lib.Assoc.(P.T.) Lib. Tec. (P.T.)	6.68	7.01	7.36
<u>Class VI</u> Acct. Clerk Secretary(Parks) " (Eng.)	6.47	6.79	7.13
<u>Class VII</u> Clerk Typist Payroll Clerk Library Ass't	5.85	6.14	6.45

NOTES:

1. Longevity step increases are based on years of full-time equivalent employment within the classification or classification of equal or higher wages.
2. The first six (6) calendar months of employment shall be at 95% of base salary (Step 1) part-time employees service will not be prorated for this purpose.
3. Jean Krebs will be red-circled and will receive \$9.44 for 1988.

EMPLOYER FINAL OFFER:

Effective January 1, 1988

CLASSIFICATION	CURRENT 1987	CITY	
		PROPOSED 1988	PERCENT INCREASE
Treasurer	10.43	10.50 (a)	1.2%
Assistant Librarian	8.19	8.55	4.4%
Engineer Aide	6.96	7.25	4.2%
Code Inspector (PT) NEW		7.25	0.00
Sr. Citizen Coord(PT)	6.90	7.25	5.1%
Admin. Clerk (Police)	9.26	7.05 (b)	0.00
Admin. Clerk (Police)	6.81	7.05	3.5%
Admin. Clerk (Utilities)	6.78	7.05	4.0%
Clerk of Courts	6.19	7.05	13.9%
Library Assoc. (2)(PT)	5.97	6.20	3.9%
Library Tech, Asst (PT)	5.38	5.85	8.7%
Secretary, Bldg. Insp.	5.28	5.85	10.8%
Secretary, CDA	5.64	5.85 (c)	3.7%
Sec., Engr/WWT (2)(PT)	5.17	5.85	13.2%
Sec., Park & Rec (PT)	5.17	5.85	13.2%
Clerk-Typist (PT)	5.38	5.70	5.9%
Accounting Clerk (PT)	5.17	5.70	10.3%
Payroll Clerk (PT) NEW		5.70	0.00
Library Assistants (PT)	4.82	5.15	6.8%
Library Assistants (PT)	4.54	5.15	13.4%
Library Assistants (PT)	4.28	5.15	20.3%
Library Assistants (PT)	4.25	5.15	21.2%

NOTES:

- (1) The first six (6) calendar months of employment shall be at 95% of the base wage.
- (2) Rates marked by parentheded letters i.e. "(a)" will allow the following rates for the incumbent as follows:
 - a. Incumbent to receive \$10.74 for 1988 (3.0%)
 - b. Incumbent to receive \$ 9.44 for 1988 (1.9%)
 - c. Incumbent to receive \$ 6.00 for 1988 (8.2%)

ARGUMENTS OF THE PARTIES AND DISCUSSION

WAGE SCHEDULE

The Union argued that the prior wage schedule in effect at Whitewater lacked uniformity, contained wide divergence in rates paid to various jobs and the rates paid had little consistent relationship to the duties and responsibilities of the jobs. They contend the Union's categorization of jobs in their proposed wage schedule is more accurate, in reflecting the duties and responsibilities of the various jobs. Documentary evidence and testimony of witnesses who testified as to the duties and responsibilities associated with various jobs was presented by the Union in support of their contentions.

The City engaged the services of an organization known as "The Madison Group" identified as a consulting group to governments in the field of classifications and salary surveys. A representative of the survey group testified that standard methodology was followed in making the survey and that it involved obtaining wage data from all major communities in Jefferson and Walworth counties having a population of over 3,500 and less than 10,000. A second group of comparables consisting of all communities within a 60 mile radius of Whitewater having a population of between 8,000 and 15,000 but excluding any community within a 20 mile radius of either metro Madison or Milwaukee was also utilized.

The witness testified that bench mark positions were first established and internal relationships were then established between the benchmark jobs and others in the city organizational structure.

I will first address the differences between the parties offers concerning the placement of a number of classifications at a particular level within their respective schedules. Discussion concerning the most appropriate comparables and the pay levels will be separately discussed hereinafter.

The parties are in agreement as reflected by their respective proposals to the inclusion of the Treasurer in the top wage level and they are also in agreement that the Assistant Librarian should be in the second highest wage level of the wage schedule.

Both parties are also in agreement that the Engineer Aide and the Code Inspector should be in the next lower wage level. (Union's Class III) The City proposes that the Senior Citizen Coordinator, a new position, should also be in that category. The Union proposes that it be placed in the next lower pay range primarily because it is a new position, is a part time position and they have inadequate information to conclude otherwise.

The Union proposes to place the Secretary of the Community Development Authority (CDA) in Class III. They contend the evidence shows that such position is more administrative than secretarial in nature. The employee who held the position until September of 1988 and who is continuing to do such job on a part time basis and who also is involved in training the present new employee in such job, prepares bid specifications, actually inspects materials and work of contractors for compliance, serves as a liaison with state department of development on housing, coordinates home owner and contractor relations, enforces housing program guidelines, mediates disputes and serves as primary staff to the Whitewater CDBG housing committee. She also screens applicants for housing loans. The Union further pointed to the fact that the employee was given a \$3,000.00 bonus for her work on loans for 1986-87. Such fact underscores the fact that the job is worth more than the rate paid therefor.

At page 46 of the City's book of exhibits the report of the survey group stated:

"G ... This department just hired a new person at \$5.85 per hour. This is the amount proposed by the City.
... We reviewed the duties and responsibilities proposed by the Director. The classification for this

position would be Secretary I, but the incumbent is operating at the CT II level..."

It is clear from such evidence that the classification of Secretary CDA would be more appropriately placed at either the Class III or IV level of the schedule. The schedule should rate and place jobs according to the duties and responsibilities of the particular job and not serve to place a classified job at a particular level based upon what a particular incumbent is then doing in such job. To do as the City has proposed is to rate the employee and not the job. There are other more appropriate ways of addressing the time period required of an employee in any job to progress to the point where they are deemed fully qualified to perform all the requirements of a classification. A lesser starting rate and progression to the rate representing ability to fully perform the job is one method of addressing such matter.

Directing our attention to what the Union has described as the Class IV pay level, the parties are in agreement that the positions of Administrative Clerk (Police), Administrative Clerk (Utilities) and Clerk of Courts are properly within such level. They are in disagreement on two positions, namely that of Senior Citizen Coordinator, hereinbefore discussed, and the classification of Secretary, Building Inspector. The Union contends such classification should be in Class IV. The City proposes that it be in Class VI.

The Union contends the Building Inspector recommended that such position be upgraded to a higher level for the year 1987. They further contended her duties include in addition to regular secretarial work, that of providing information to the public concerning zoning code regulations and enforcement. In addition, she issues heating and electrical building permits in the Building Inspector's absence. She also attends and takes minutes at Plan Commission meetings.

The City's consultant concluded that based on his on-site reviews, her duties involved primarily work for the Building Inspector and Assessor 90 % of her time while the rest of her time was spent assisting or performing work for the City Clerk/Comptroller and Health Officer. Their conclusion was that her job duties and work compared to that of Clerk Typist II which surveyed wage range is \$4.25-4.75-\$6.06. Under the City's offer she would be at \$5.85 which would result in a 10.8% increase.

There is a wide difference in the opinion of each concerning the level of job duties and responsibilities of said job. It appears that the Union's major contention is that she issues permits and answers questions in the absence of the Building Inspector. There is no evidence of how much time is utilized in such work however. We do not know how many permits are issued in the absence of the Building Inspector, how much of her time is spent answering questions that are more properly in the expertise of the Inspector or how much time the Inspector spends away from the office. On this classifications, neither side has made a case to the exclusion of the other.

With respect to the pay level referred to in the Union final offer as Class V, both parties agree that the Library Associate is properly in such pay range. The Union would include the Library Technician in such class also. The city would place it in the next lower pay range or Class VI.

The Union argued that when the incumbent was first hired for the job, she was asked to modify computer programs so as to be able to generate computer spread sheets. She is responsible for maintenance of records and the production of statistical and bookkeeping records and reports including those for the yearly audit via the computer. Her job also includes the taking of minutes of staff meetings and the indexing of computer files.

The Union argues that the Library Technician position is a senior or responsible secretary position requiring initiative, experience and specialized knowledge and is more properly included in the Class V pay grade.

The consultant for the City utilized the classification system developed by the Wisconsin Association of Public Librarians which system described in general terms, the skill, training and responsibility of each of seven position levels generally found in public libraries.

The Consultant then sought to place each of the library positions at Whitewater in the most appropriate position of such classification system.

Position II was described as "Under immediate supervision this employee performs routine circulation desk procedures, shelves library materials, assists with programs and displays. Require high school graduation."

Position III was described as, "Performs nonprofessional library duties. The scope of work is similar to Position II, but is more complex and is performed under less supervision. Provides a basic level of reader's advisory and other patron assistance duties. Two years of college or Library technical Assistant Training."

Position IV was described as, "Performs semiprofessional and public contact work in serving library patrons. Catalogues and classifies books and materials. Plans special interest display. Bachelor's degree."

The consultant concluded that the Library Associate position at Whitewater should be in Position IV. He determined that the Library Technician position was more appropriately in Position III.

If one accepts the seven levels of positions and the descriptions of the skills, responsibilities and training assigned to each as being a workable division of duties and responsibilities of the various positions at Whitewater, it

would seem that there is enough difference in the level of the duties and responsibilities of the Library Associate and the Library Technician to justify a different pay level as between the two jobs. The record is extremely scarce as to evidence about the specific and detailed job duties and responsibilities of each of the Whitewater jobs. A knowledgeable judgment is therefore difficult to make or justify. I must conclude that some difference is justified based on the fact that there has been an historical difference in the rate paid employees in the two classifications and absent clear evidence that there should be no difference, I must conclude that a difference is justified.

Although the final offers of both parties would place the Secretary - Engineer Office and Wastewater Treatment Plant and the Secretary - Park and Recreation Department, in the same wage level, ie. Class VI, the conclusion of the City's consultant was that such two positions were comparable to Secretary I levels. Such level would be Class IV. The City's consultant concluded however that the City's proposal on wage increase to such positions was proper as a one year adjustment toward correcting an inequity. He computed the City's offer for such classifications as being 13.2%.

The differences between the final offers of the parties concerns the Union's contention that the Account Clerk classification should also be in Class VI. The City proposal places such classification in the next lower wage level, or Class VII.

Under both proposals, the Clerk-Typist and Payroll Clerk Classifications would be in Class VII. An evaluation of the written job descriptions contained in the evidentiary material submitted by the Union indicates considerable similarity in the apparent job duties and responsibilities between the Clerk-Typist, Payroll Clerk and Account Clerk.

It seems clear to me that the Account Clerk Classification is more properly in Class VII. It also appears from the evidence that the Secretary-Engineering and Wastewater Treatment Plant and Secretary-Park and Recreation Department should be in Class IV. It is not a question of implementing an inequity adjustment in this case, but rather one of negotiating an objective and proper placement of classifications into their proper relationship one to the other in a wage and classification schedule. As such, classifications should be placed into their proper range at the outset and not delayed and done over a period of time simply because they may have happened to be misplaced initially.

The final area of disagreement between the parties concerning the placement of classifications within the classification and wage schedule involves the placement of the Library Assistant.

The City has created a range below that in which the City would place the Clerk-Typist, Account Clerk and Payroll Clerk. The Library Assistant level would be the lowest level in their proposed schedule. The Union proposes that such classification be placed in the same wage range as the Clerk-Typist, et al. Under the Union's proposal such Class VII would also be the lowest class in their proposed schedule.

The City's consultant found that the classification of Assistant Librarian is one that is justifiable lower in comparison to skills and responsibilities of Clerk-Typist, Account Clerk and Payroll Clerk. I am unable to find sufficient evidence in the record of this case to refute such finding. The comparative wage data, which will be hereinafter discussed in more detail, also appears to support a finding that such classification is generally in a lower level of compensation.

A major difference exists between the format of the schedules proposed by each of the parties. The Union has proposed a three step wage schedule for each class with the top step being attainable after eight years of employment. The City proposes a single rate for each class. Both proposals provide that new employees will be paid at 95% of the base rate for the first six months of employment.

The Union argued that its proposed step system is preferable to address the substantial employee turnover experienced by the City. Seven employees have left City employment since April of 1987. The step increments will provide incentive for employees to remain with the City. In addition, the Union points out that the Whitewater School District contract and the Public Works contract contain step increments in the wage schedule. Finally, the Union argues that surveys among the comparables reveals that it is the norm at the majority of the comparables to have wage ranges rather than a single rate wage structure.

The City did not directly address the merits of a one rate system as opposed to a system of wage increments. The City argued that the Union's increment proposal was primarily designed only to obtain a much higher increase than might otherwise be supportable for a single rate.

It seems to me that the Union has made a stronger case in support of a wage range schedule as opposed to a single rate schedule. Such type schedule would presumably contribute toward reducing employee turnover. Such type schedule would also address the current problem referred to hereinabove concerning the current Secretary CDA. Finally, it does appear that the majority of the comparables utilize a wage structure that utilizes increments and on the basis of comparability, the Union's proposed format is found to be preferable.

THE COMPARABLES

The Union selected other communities having a population of between 7,604 and 18,500. Whitewater's population is 11,500. The Union argues that the group of comparables consisting of Stoughton, Watertown, Oconomowoc and Hartford are the more appropriate comparables based on population. They contend the smaller group utilized by the city consisting of communities with a population between 3,000 and 6,000 is not appropriate.

The City argues that the Union's selection of comparables is a selective one that is most favorable to the Union's position and not a selection based on all relevant comparative factors.

The city argued that the consultant hired by the City selected two groups. The first consisted of all communities in Jefferson and Walworth Counties having a population of between 3,500 and 10,000. Geographically such communities compete in the same labor market as Whitewater. Such communities are also of comparable size when the student population of approximately 6,000 is factored out. The City argues that an analysis of the equalized value of the communities reveals the comparability of the City's selected group as follows:

<u>COMMUNITY</u>	<u>POPULATION</u>	<u>EQUALIZED VALUE</u>
<u>City's group #1</u>		
Whitewater	11,500	139,417,000.00
Elkhorn	4,605	128,961,000.00
Jefferson	5,724	122,672,000.00
Delavan	6,060	143,324,000.00
Lake Geneva	5,700	259,532,000.00
Fort Atkinson	10,000	223,446,000.00
Lake Mills	3,710	76,281,000.00

<u>Union proposed group</u>		
Stoughton	8,450	(not in record)
Hartford	7,604	(not in record)
Oconomowoc	10,336	310,376,000.00

Watertown	18,500	(not in record)
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City's group #2 (also includes Oconomowoc)

Portage	8,475	165,000,000.00
Burlington	8,560	211,094,000.00
Waupun	8,580	130,688,000.00
Monroe	10,510	277,940,000.00
Beaver Dam	14,205	319,654,000.00

The City contends the communities of Stoughton and Muskego should be excluded because of their proximity to the large metropolitan cities of Madison and Milwaukee, which unduly influences the rates of such communities. The city also argues that the community of Watertown should be excluded because of its much higher population.

The City further argues that its comparability groupings are more relevant because they are selected based on more than the one factor of population, but take into consideration the additional factors of geographic proximity, equalized valuation and relevant labor markets.

It is not a question of whether some communities should be excluded totally for all comparative purposes. All of the proposed communities are relevant to some degree for comparative purposes. Some are simply more relevant than others. Those that are most relevant are the ones that are in the proximate geographic area and which possess relatively comparable equalized value and population. The closer the comparative factors to Whitewater, the greater the consideration given to the wage or other comparability data being compared. The greater the disparity between the various comparability factors, the less weight attributable to the comparative analysis. The use of the most relevant comparable community in all instances is usually not possible because of the absence of particular data bearing on a particular issue. One must then resort to communities that are somewhat less comparable in order to have data on a

particular issue or classification on which a comparative analysis is being made. That is the analytical process I will attempt to use with respect to the issues herein presented.

WAGE RATES COMPARISON AND ANALYSIS

The Union alleged that the wage data submitted shows that the City of Whitewater wage rates are excessively low in most categories in comparison with those of other comparable communities. They contend both parties have recognized such fact by virtue of the final offers of both the City and Union.

They suggest the question then becomes which final offer provides the most appropriate vehicle to catch up within the statutory framework. They contend the Union's offer is the most reasonable and most supported by the evidence and statutory criterion.

The City costed out the total package cost of the two proposals including the Union's proposed signing bonus of \$150.00 for the 22 employees who were on the payroll as of January 1, 1988 as being:

City Offer	7.0% or \$15,787.00
Union Offer	19.1% or \$43,030.60

The Union extracted wage data from four other communities proposed as comparables and presented comparisons of such data to the present wages paid at Whitewater, the rates proposed by the Union and City and made comparisons to rates paid comparable classifications at the Whitewater School District , Police Department, and Department of Public Works. Said comparative exhibits are attached hereto as "UNION ATTACHMENTS 1, 2 & 3".

The City summarized the study data of their consultant into what they labeled "APPENDIX A" and "APPENDIX B". Said documents are hereinafter attached for reference.

It is extremely difficult and in some cases it is impossible to make any objective comparison between some positions at Whitewater and similar or comparable positions at other communities.

For example, the City's consultant established what he referred to as a standard benchmark position of Clerk Typist II and sought to compare other classifications utilized in the city to such benchmark position and place them into such category or some other benchmark classification such as Secretary I or Secretary II. With respect to the Clerk Typist II benchmark classification, the consultant concluded that the appropriate wage range for such benchmark position was \$4.25 to \$6.06. A review of the consultant's supporting data reveals that of the twelve communities studied as comparables, only one, ie. Monroe, had a rate for such classification. The wage range that the consultant then concluded to be the average wage range of the group, only represented the one wage range in effect at Monroe. How can it be argued that such rate at one other community establishes a benchmark rate for such classification. It would be equally illogical to argue that the rate in effect at Whitewater was the appropriate benchmark rate for such classification. Where there is such a lack of appropriate evidence, it is clear that an intelligent determination cannot be made based on comparability of wage rate arguments as such benchmark position is concerned. There simply is insufficient evidence in the record to establish a benchmark rate appropriate to such position even if the parties were to agree concerning which classifications of the City should appropriately be placed into the Clerk Typist II benchmark classification, which they do not, with one exception and that is that the Payroll Clerk, a newly created position should be in the same class as the Clerk Typist.

The Union's exhibits list rates for the Clerk Typist classification for three of the four listed comparables. I find such listing with respect to Hartford to be highly

suspect because the same wage range is listed for the classifications of Secretary I, Secretary - C.D.A. and Engineering Aide. It is clear from such fact that at Hartford they simply do not recognize any standard benchmark classifications or differentials that normally are recognized for the different benchmark levels.

The Secretary I benchmark position fares slightly better. Out of the twelve comparables used by the City, rates are presented for six. The Union has presented rates for all four of their suggested comparables. It also appears that the Hartford rates are more comparable to the Secretary I rates of both the city's and Union's suggested comparables for such classification and would be relevant as to such classification whereas I do not find them relevant to the Clerk Typist classification.

The average of the minimum rates for Secretary I of the Union's comparables is \$7.29. The average minimum rate of the City's comparables is \$6.41. The City's final offer for Secretary I is \$5.85 as both the minimum and maximum rate for the position. Under the Union's final offer the minimum rate would be \$6.47.

The City's final offer of \$5.85 is 56¢ per hour below the average minimum rate of its own comparables; 62¢ below the minimum proposed by the Union; and \$1.44 below the minimum of the Union's proposed comparables.

A comparison of the City's offer to the maximums is magnified by an additional difference of \$1.18 by its own comparables, to wit; \$1.74 below the average maximum; \$1.28 below the average of the Union's proposed maximum; and \$2.39 below the average maximum of the Union's proposed comparables.

It is totally clear from such analysis that the City's offer with respect to such benchmark classification is woefully inadequate and is at odds with observations of its own consultant concerning several positions that the City proposes to pay at such wage rate. The City positions of

Secretary-Engineering and Secretary-Parks and Recreation are most impacted in this classification.

One is unable to make a judgment on the position of Secretary-Building Inspector because the parties are in major disagreement as to the level of the pay scale into which said position should be placed. The Union proposes that it be placed in the same classification as the Clerk of Court and one that is two levels above the level into which they propose the Secretary-Engineering and Secretary-Parks and Recreation should be. The consultant found the duties and responsibilities of the job to be of a lower level than such two Secretary I level positions and placed it as comparable to the Clerk Typist classification. Under the Union's proposed salary schedule that would present a difference of three wage levels between the positions of the parties. That is simply too large a difference to be reconcilable without specific evidence of the actual job duties and responsibilities of each being available upon which to make an objective comparative evaluation.

One is unable to make any comparative analysis of the classification of Senior Citizen Coordinator because there are no other communities with a similar position.

The classification of Secretary CDA is also in the situation where only one other community employs an employee doing similar work. One other rate does not establish a norm as a level of compensation.

The Code Inspector classification is a newly created part time position. The Union offered no evidence of any similar position at any other community or any rates therefor. The City's consultant stated in his report that he found no similar positions or comparable wage data at any other community, but concluded the position was comparable to the level of the Clerk Typist II. The evidence is not sufficient in my judgment, to allow for the making of any decision on such classification.

The classification of Administrative Clerk was

evaluated by the City's consultant as being comparable to the benchmark position of Account Clerk I. The consultant found comparable positions at eight of the twelve comparables surveyed with a wage range average of \$7.14 to \$8.02. He recommended that consideration should be given for an adjustment in 1989 to bring the rate for such position up to a more comparable level with the average. The Union's proposed range of \$7.14 to \$7.88 is most comparable to such averages and is to be preferred over the final offer of the City of \$7.05 as a single rate.

The classification of Police Department Administrative Clerk was found by the city's consultant to involve two different level jobs. He found one to be comprised of duties and responsibilities that compared to the benchmark position of Clerk Typist II while the other was comprised of higher level responsibilities and duties more comparable to the benchmark position of Secretary I. Under the City's proposal, one would be paid at \$9.44 per hour for 1988 while the other would be paid at \$7.05. The solution to such situation is for the parties to negotiate a proper placement level for each position and then determine the proper pay level. Based on the evidence in this record it appears that such two positions are fairly treated for 1988 under the City's proposal and the readjustment of the two positions is best left to another round of bargaining between the parties.

That brings one to an evaluation and consideration of the library classifications.

The Union presented wage data from the communities of Hartford, Watertown and Oconomowoc for the four classifications. Using the minimum rates of the two with pay ranges, an average rate of the three communities yields a rate of \$9.39 per hour for the classification of Assistant Librarian. The Union has proposed a wage range of \$8.53 -

\$9.48. The City has proposed a rate of \$8.55. The City computed the average composite rate from its group of comparables as \$8.24. Pages 69 and 70 of City's Exhibit No. 1 contains wage data for two ranges the City labelled as Position VI and Position VII. Such data shows that Waupun has a single rate of \$11.07 for Position VII and Nothing for Position VI. Beaver Dam has a rate range for Position VI of \$9.58 - 10.14. Those two communities seem to stand alone, with the exception of Hartford at 10.72, at a level substantially higher than the other comparables, where the ranges are from 7.37 as a low to 8.87 as a high at the minimum side of the range. The range at the maximum of the ranges is from 7.37 to 9.38. It is interesting to note that Beaver Dam and Waupun are geographically close to each other. Hartford also is closer to Beaver Dam and Waupun than are any of the other communities other than possibly Watertown. Such fact would seem to indicate that geographic proximity one to the other may be more influential in setting a particular wage rate for a particular job because of being in the same labor market and thus competing for the same employees for a particular position, as opposed to similarity in population, tax base or some other factor or factors, assuming of course, that the positions are comparable in duties and responsibilities from one community to the other.

If one combines the data supplied by both the Union and City, one finds that two distinct groups emerge. One group consists of the three more contiguous communities of Beaver Dam, Waupun and Hartford whose average wage range of 10.46 - 10.64. The other emerging group consists of Portage, Burlington, Fort Atkinson, Monroe, Watertown and Oconomowoc. The average composite range of both Positions VI and VII is 8.18 - 8.80.

From the above data it appears that the City's final offer of 8.55 for such classification is the most reasonable of the two final offers.

Examination of the wage data supplied by both the Union and City concerning the classification of Library Associate reveals a wide divergence between those who utilize such position classification. For example, the wage rate attributable to Position IV level at Monroe is 8.31. The Position V level at Monroe, which is supposed to be a higher level, carries a rate of 7.43 - 8.82 and the Position VI level, which is supposed to be a still higher level, carries a rate of 7.70 - 8.82. It would appear on the face of such facts that there has been a misapplication of the appropriate rates to the proper levels in the case of Monroe, therefore making such data unreliable in this case. Such conclusion is supported by the wage data apparently assigned to such classification level at other comparables. The data shows a fairly consistent level of pay at such level at the five most contiguous communities of Fort Atkinson at 4.85, Jefferson at 5.72, Delavan at 5.59, Lake Geneva at 5.72 and Lake Mills at 5.46. The Union lists Hartford at 9.59 and Watertown at 7.18 - 7.96. It would appear that both of said communities are out of the main stream of the level of pay that exists at those communities that are more contiguous to Whitewater and therefore in the same labor market area. The City's offer of 6.20 for such classification is closer to the prevailing pay levels at the contiguous comparables than is the Union's offer of 6.78 - 7.36.

The wage data for the classification of Library Technical Assistant is also widely divergent. For example, where the communities of Beaver Dam, Waupun and Hartford were in a separate grouping at a much higher level of pay for the Assistant Librarian, the threesome departs one from the other at the Library Technician position. Hartford carries the highest pay range of 7.87 - 8.63, Beaver Dam is next at 7.27 - 7.70, while Waupun drops down to a more comparable range with Burlington, Fort Atkinson, Lake Geneva and Jefferson at 4.40 - 5.46. The other two communities for

which data is in evidence are Oconomowoc at a single rate of 5.77 and Watertown at a range of 6.97 - 7.74. The wide variance of the various rates attributable to this classification makes it impossible to derive therefrom a meaningful representative rate. It does appear, however, that the average rate of those communities most contiguous to Whitewater is below the rate proposed by the City's final offer of 5.85. If one then places greater weight on the rates payable in the same labor market, the City's offer would be favored with respect to this classification.

The final classification in the library to be considered involves the classification of Library Assistant.

The Union contends the employees employed in the Whitewater library system as assistants should more properly be classified at the Position III level rather than Position II as proposed by the city. The principal justification for such position placement is because the assistants at Whitewater regularly serve as substitute reference librarians who provide assistance and advice to patrons in the absence of a reference librarian. The Position III level includes such responsibility while the Position II level does not.

The evidence revealed that the City employs four employees in the position of Library Assistant. All four are part time positions. The survey data provided by both the Union and City does not indicate whether the Assistant positions at the other comparables are also part time. The City data shows the average of one of their surveyed groups to be 5.06 while the other group had an average of 4.47. What is also interesting is the fact that almost all of the listed communities also provide rates for the lower Position I level that are considerably lower than the Position II rates. In the communities of Fort Atkinson, Burlington and Delavan only rates for Position I are listed therefore indicating that no employees are employed at the Position II level. The composite averages for the two groups are 3.56 and 4.08 respectively.

The City has proposed a rate of 5.15 for such position. The fact that the City does not employ any employees in the Position I level, would lead one to conclude that on comparison to other communities, the City offer is on the high side of the comparables and is more supported by the comparability data, in particular, the levels of pay in effect at the communities in the closest geographic proximity.

The record evidence does not indicate the extent of time that is spent performing the substitute reference type work and patron assistance referred to by the Union as justifying upgrading such classification. There was no contention that it constituted a majority of their time. I am unable to conclude from the evidence that sufficient justification exists in the record evidence to support a finding that such classification as used at Whitewater, should be placed in the Position III level.

The issue concerning the position of City Treasurer involves allegations by the Union that the wage offer of the City for the position of City Treasurer constitutes a reduction and is retaliatory. They contend one must evaluate the history of such position in order to understand the City's offer.

The City Treasurer has been in such position approximately four years. When the Union sought to become the bargaining representative of the employees, the Union sought to include the position of City Treasurer in the bargaining unit. The City sought to exclude such position. As a result of a full hearing on the matter, the WERC ruled that the City Treasurer was not managerial and therefore was includible in the bargaining unit.

On or about the middle of the year 1985 the City sent a memorandum to the City Treasurer and other high level employees offering them the option to continue working a 35 hour work week or agreeing to begin working a 40 hour work

week beginning in 1986. Such memorandum was sent as a result of a Policy Memorandum enacted by the City on December 31, 1984. One of the conditions attached to the option offered employees was that if they decided to go to the forty hours it would be at the same annual salary but they would receive cost-of-living increases. Those who did not agree to go to the 40 hour week, but remained at the 35 hour week would not receive cost-of-living increases for 1986 and 1987.

The incumbent City Treasurer elected to stay on the 35 hour week at that time and did so until on or about April 1, 1987, she elected to move from a 35 hour week to a 40 hour week. At that time the 1986 4.5% cost-of-living increase and the 1987 2.5% cost-of-living increase was applied to her salary. The evidence shows that at that same time the salary for the position was increased for the additional five hours of work from 35 hours to 40 hours.

On or about the middle of November, 1987, the City Manager became aware of such application. He then directed that the salary for the position be corrected to the annual salary of \$21,686 from that of \$24,758. The Union had begun negotiations with the City on or about the middle of July, 1987. When such change in the wages paid the City Treasurer was then changed without prior negotiation with the Union, a prohibited practice charge was filed with the WERC. Such charge has presumably been deferred pending this arbitration. The City did not seek repayment of what they contended was an overpayment of salary to the City Treasurer from approximately April of 1987 to November of 1987 because they considered the matter to have been a mistake made by the City in the first instance. The City contended it made such correction in order to put the City Treasurer on the same footing as the other salaried employees who had been impacted by the change from 35 hours to 40 hours.

On review and consideration of the evidence surrounding

this issue, I find that the wage adjustment made by the City in November of 1987 was a correction to a prior error and that such correction served to adjust the rate of the City Treasurer in the same manner by which the salary of the other salaried employees were adjusted at the time or times they went from 35 hours to 40 hours per week.

The Union contended the evidence established that two other salaried employees, namely the Building Maintenance man and the Administrative Assistant in the police department were salaried employees in 1986 and that both were compensated for the additional five hours of work when they went from 35 to 40 hours per week in addition to receiving the annual cost-of-living increases.

The Union also argued that the Park and Recreation Director and Building Inspector continue to leave work early.

The record evidence does not fully support the Union's contentions. The evidence shows that both the City Clerk and the Building Inspector had been working 35 hours prior to January, 1986. At that time both went to 40 hours and received no additional compensation for the additional 5 hours of work. The record contained no evidence concerning the Building Maintenance Man. The record does show that the Administrative Assistant in the police department did receive additional compensation for the additional 5 hours when converting from 35 hours to 40 hours. The City presented testimony by the City Manager along with written evidence which purported to show that a line had been drawn between those employees in salary range IV and above and those below salary range IV. The evidence indicates that any employee in a salary range below IV who was working a 35 hour week and who went to a 40 hour week was paid additional compensation for the additional 5 hours. Those in salary range IV and above were not compensated for the additional 5 hours. The Administrative Assistant in the police department was in a range lower than IV, while all others

referred to including the City Treasurer were in range IV or above. Such line of demarcation was established on or about January of 1986 and therefore was not established because of any prohibited motive or act of recrimination against the City Treasurer.

That brings one to the matter of evaluating the final offers of the parties as to the appropriate wage level for the position of City Treasurer.

The City has proposed a contract rate of \$10.50 but to red-circle the incumbent for 1988 at \$10.74. The Union has proposed a wage range of \$11.90 - 12.94.

The primary argument between the parties as it relates to the proper level of pay for such position concerns the Union's contention that the City Treasurer at Whitewater is comparable to those similarly titled positions at other communities. The City argues that such position at Whitewater is not comparable to such similarly titled position at other communities because it is not a managerial position at Whitewater while at the other communities, it is managerial. The City Treasurer at Whitewater is more comparable to the generic position of Account Clerk II. Such position is supervised by the City Clerk/Comptroller. The City Treasurer is not responsible for managerial decisions and does not supervise other employees. That is not the case at the comparables where the position is managerial in nature and duties.

In view of the determination of the WERC concerning the inclusion of such position in the bargaining unit as a non-managerial position, and in view of the fact that the management head position responsible for supervision and decision making review of such position is the City Clerk/Comptroller, I find that the City Treasurer at Whitewater is not comparable to those positions at other communities where management type responsibilities are a part of the position. It is more appropriately compared to positions that possess comparable duties and

responsibilities and the evidence more appropriately supports such finding. I therefore find that the comparable wage data is more supportive of the City's final offer as to said classification.

While the Cities final offer is deficient form an objective comparative analysis with external comparatives, from an overall standpoint is is more reasonably supported by the evidence than is the Union's final wage offer. The Union's offer is intended to build Rome in one contract term. Their offer is simply too much at one time. Some inequities take a little time to correct.

Consideration of other statutory factors also favors the City's final offer.

Internal comparisons show that the levels of settlement for 1988 with unrepresented and represented employees in the City ranged from 3 to 4 percent. The City's offer for this unit is 7.0% when new positions are factored out. Such higher percentage recognizes and takes into account some inequities and reflect adjustments intended to correct some of such inequities. I find the factor of internal comparatives to be more supportive of the City's final offer.

It is not necessary to discuss at any length the application of the cost-of-living factor. Such factor also is more supportive of the City's final offer. The 3.6% COLA increase is more in line with the City's offer averaging 7.0% than it is of the Union's offer at 19.1%.

Two other issues were included in the final offers of the parties. Both of such issues are minor compared to the major issue, which both parties specifically stated was the wage schedule. Because of such fact this case will not be determined on the basis of those issues. Discussion thereon will therefore be brief and cursory.

With respect to the On-Call provision, the City has proposed language that would exclude from the call-in provision one hour immediately prior to or following the

employee's scheduled shift. The Union's proposal would not provide such exception.

The second difference in the two offers concerns the issue of whether pay for time qualifying as call-in time is to be paid at time and one-half or straight time. The City's final offer states in the next to the last sentence thereof that it shall be paid at "the regular time rate". The City contended such statement was a typographical error and should have stated at time and one-half rate. The parties argued over whether such fact constituted an offer to amend the final offer, the effect thereof, etc. I find all of such arguments to be meaningless. The reason I so find is because the City's proposed provision also states that the regular time rate will be paid for "time over eight (8) hours in a work day."

Such provision would be violative of the Fair Labor Standards Act and it would also be in direct conflict with a previously agreed upon overtime provision that provides for payment of 1½ times for hours worked in excess of 8 hours in a day. It is clear from such facts that there was a typographical error and as such is deemed corrected for purposes of this proceedings so as to conform to the law and avoid conflict with an agreed upon provision of the

I find the City's proposal on this issue to be supported by a majority of the cited comparables on this issue.

The final issue involves a difference in the Hours of Work provision to be contained in the contract. Briefly stated, the Union's proposed language defines the work schedules with a bit more definiteness and restricts the City's full and unilateral ability to change schedules of employees during the contract term. The City's proposal avoids placing any restrictions on the City's unilateral right to change hours of work and days off. The major difference in the proposals involves the city's right to change starting times and the scheduling of employees for Saturday work.

This is a first contract. There has been no showing that the City has scheduled employees on Saturdays or changed starting times in a manner that has imposed hardships or serious inconveniences to employees that would be supportable of a need for restrictive contract language to control such matters. Some restrictions may be justifiable, but at this point in time and based on the record evidence, support and justification therefore has not been shown at this time. The Union's proposed language is not unreasonable or objectionable and does find support in some of the comparables. That is, restrictions on the unfettered right of the employer to assign and schedule employees is not uncommon to labor contracts.


The conclusion herein, however, is that this particular issue is not controlling to this case, which involves the selection of either the total final offer of the City or the total final offer of the Union, without modification.

On the basis of the above discussion and after consideration of and application of the statutory factors to the record evidence in the case, I find the evidence to be more supportive of the final offer of the City and for that reason the following shall issue as the decision and,

AWARD

The final offer of the City of Whitewater is selected as and for the terms to be incorporated into the agreement of the parties.

Dated at Madison, Wisconsin this 31st day of March, 1989.


Robert J. Mueller

CITY OF WHITEWATER COMPARABLES

CITY	TREASURER	ADMIN ASSIST POLICE&UTILITY	CLERK OF COURT	SECRETARY - B.I. ENGINEERING-W.W.T. PARKS & RECREATION	SECRETARY - C D.A	CLERK TYPIST	ACCT CLERK & PAYROLL	SENIOR CIT. COORDIN.	ENG. AIDE
Whitewater Present Wage	\$10.43	\$9.26 P. 6.81 P 6.78 U.	\$6.19	\$5.17 - \$5.28	\$5.64	\$5.38	\$5.17	\$6.90	\$6.96
Whitewater Proposed wage	\$10.74	\$7.05	\$7.05	\$5.85	\$5.85	\$5.70	\$5.70	\$7.25	\$7.25
Whitewater Union Proposa	\$11.90 - \$12.94	\$7.14 - \$7.88	\$7.14 - \$7.88 Please see B.I.	\$6.47 - \$7.13	\$7.50 - \$8.27	\$5.85 - \$6.45	5.85 - 6.45	7.14-7.88	7.50 - 8.27
Whitewater Police Dept.				\$7.85		\$6.60			
Whitewater School Dist.				\$8.58					
Stoughton	Deputy Treas. \$9.52 start 10.94 48 mos.	\$8.15 start 9.62 48 mos		\$7.22 start 9.11 48 mos.			\$7.22 start 9.11 48 mos		
Watertown	\$14.18		\$7.54 present 7.02 start 7.79 18 mos.	\$6.97 start 7.75 18 mos.		\$6.01 - \$6.79			\$6.72 - 7.50
Oconomoc	\$15.21	\$12.75	\$8.75	\$7.83		\$6.00	\$7.44 \$9.05		
Hartford	\$15.84	\$10.56		\$7.14 - \$8.29	\$7.14 - \$8.29	\$7.14 - \$8.29	\$8.06 9.20		7.14 - 8.29

CITY	ASSISTANT LIBRARIAN	LIBRARY ASSOCIATE	LIBRARY TECHNICIAN	LIBRARY ASSISTANTS			
Whitewater	\$8.19	\$5.97	\$5.38	\$4.25 - \$4.82			
Whitewater School District		\$6.33 - 7.77					
Hartford	\$10.72	\$9.58	\$7.87 - \$8.63	\$5.38			
Watertown	\$8.59 - 8.93	\$7.18 - 7.56	\$6.97 - \$7.74	\$6.01 - \$6.79			
Oconomoc	\$8.86 - 9.38		\$5.77	\$6.05			

UNION ATTACHMENT # 1

CITY OF WHITEWATER CLERICAL EMPLOYEES

Wage and Overtime Comparisons

City of Whitewater - Population 11,500

City of Whitewater
Dept. of Public Works

Overtime and call-in pay
1 1/2 hrs at time & one-half

Wages Street/Park

Labor	Start	\$10.45
	6 months	10.77
Equipment Operator	Start	10.72
	6 months	11.05
Working Foreman	Start	10.75
	6 months	11.41

City of Whitewater
Law Enforcement Agreement

Overtime and call-in pay
(2) hrs. at time & one-half rate

Wages 1988

Sargeant	\$12.54
Investigator	11.91
Patrol Officer I	11.75
Patrol Officer II	10.66
Patrol Officer III	10.06
Parking Attendant	7.85

City of Whitewater Police
Dispatcher & Record-Communication Clerk
Overtime and call-in pay
1 1/2 hrs at time & one-half
Wages - 1988

Dispatchers -	\$7.73
Records/Communications	7.85

City of Whitewater School Dist.
Overtime at time & one-half rate

Wages - 1988

	Cashier Clerk I	Clrc1 2	Para Prof	Secre
1st yr.	5.41	5.87	6.33	6.79
2nd	5.74	6.23	6.69	7.19
3rd	6.07	6.59	7.05	7.59
4th	6.40	6.95	7.41	7.99
5th	6.73	7.31	7.77	8.39

City of Stoughton
Population - 8,450
Call in pay - Min. of 2 hrs.
at time and one-half
Wages - 1988

	Deputy Clerk	Sect.	Acct Clerk	Billing Clerk
Start	9.26	7.22	8.15	7.72
12 Mo.	9.62	8.02	8.47	8.02
24 Mo.	10.02	8.35	8.82	8.35
36 Mo.	10.45	8.70	9.20	8.70
48 Mo.	10.94	9.11	9.62	9.11

City of Hartford
Population - 7,604
Call-in pay - Time and one half
Wages - 1988

Account Assist.	9.59	Lib. Assit.	7.8
Clerk Typist II	8.64	Child Lib.	10.7
Admin. Assist	10.56	D.P.W.	
Admin. Sect.	8.64	City Bookkeeper	
Lib. Aide	5.39		
Cataloger	9.59		

Water Town
 CITY OF ~~WHEELER~~
 Population - 18,500

City Clerk/Treasurer			\$14.18
Deputy City Clerk			9.60
Assist. Lib. Dir.			10.27
Children's Librarian			9.61
Reference Librarian			8.63
Admin. Secretary			
	<u>Start</u>	<u>6 Mos.</u>	<u>18 Mos.</u>
	6.97	7.49	7.75
Sec. Clerk			
	6.01	6.53	6.79
Adm. Sec. Police			
	6.72	7.24	7.50
Court office			
	7.02	7.54	7.79
Lib. Admin. Ass't			
	7.18	7.71	7.96
Lib. Ass't Senior			
	6.97	7.49	7.74
Lib. Ass't			
	6.01	6.53	6.79
Wastewater Junior Lab			
	6.72	7.24	7.50

CITY OF OCONOMOWOC
 Population 10,336
 Overtime on call-in 1 hr.

City Finance Dir.	\$15.21
Account Admin.	8.67 P/T
Admin. Secretary	12.76
Account Clerk Fire Dept	7.65
Account Clerk	7.44
Admin. Secretary	7.83
Secretary	9.32
Account Admin.	7.44
Court Clerk	8.46
Payroll Clerk	9.05
Children's Lib.	9.38
Adult Service Lib	8.86
Catalog & Tech. Lib	9.91
Circulation Supervisor	5.77
Catalog Ass't	6.05
Clerk Typist	6.00
Secretary/Bookkeeper	7.14

THE MADISON GROUP
COMPARABLE AVERAGES FOR ALL COMMUNITIES
CITY AND UNION FINAL OFFERS - 1988

Position	The Madison Group (City Ex. 1, pg. 64)			Current 1987	City Final Offer (City Ex. 1, pg. 3)	Union Final Offer (Un. Ex. 2)	
	Minimum	Average	Maximum			Min.	Max.
*Clerk Typist II <u>1</u> /	\$ 4.25	\$ 4.75	\$ 6.06				
Code Inspector					-\$ 7.25	\$ 7.50	\$ 8.27
Police Admn. Clerk				\$ 6.81	\$ 7.05	\$ 7.14	\$ 7.88
Sec. Bldg. Insp.				\$ 5.28	\$ 5.85	\$ 7.14	\$ 7.88
Sec. CDA				\$ 5.64	\$ 5.85(a)	\$ 7.50	\$ 8.27
Payroll Clerk					\$ 5.70	\$ 6.47	\$ 7.13
Clerk Typist PT				\$ 5.38	\$ 5.70	\$ 5.85	\$ 6.45
*Secretary I <u>2</u> /	\$ 6.41	\$ 7.16	\$ 7.59				
Sr. Citizen Coord.				\$ 6.90	\$ 7.25	\$ 7.14	\$ 7.88
Plc. Adm. Clk.				\$ 9.26	\$ 7.05(b)	\$ 7.14	\$ 7.88
Secy/Eng				\$ 5.17	\$ 5.85	\$ 6.47	\$ 7.13
Sec/Parks				\$ 5.17	\$ 5.85	\$ 6.47	\$ 7.13
*Secretary II <u>3</u> /	\$ 7.80	\$ 8.41	\$ 8.45				
Clerk of Courts				\$ 6.19	\$ 7.05	\$ 7.14	\$ 7.88

<u>Position</u>	The Madison Group (City Ex. 1, pg. 64)			<u>Current 1987</u>	<u>City Final Offer (City Ex. 1, pg. 3)</u>	Union Final Offer (Un. Ex. 2)	
	<u>Minimum</u>	<u>Average</u>	<u>Maximum</u>			<u>Min.</u>	<u>Max.</u>
*Account Clerk I	\$ 7.14	\$ 7.62	\$ 8.02				
*Account Clerk II <u>4/</u>	\$ 7.85	\$ 8.66	\$ 8.97				
Treasurer				\$10.43	\$10.50(c)	\$11.90	\$12.94
Adm. Clk. (Util.)				\$ 6.78	\$ 7.05	\$ 7.14	\$ 7.88
*City Clerk	\$11.86	\$12.53	\$13.16				
*Deputy City Clerk	\$ 8.39	\$ 8.70	\$ 8.88				
*Treasurer <u>5/</u>	\$15.19	\$14.86	\$12.24				

* The Madison Group Benchmark Position

- (a) Incumbent to receive \$6.00 for 1988
- (b) Incumbent to receive \$9.44 for 1988
- (c) Incumbent to receive \$10.74 for 1988

City Classifications

- 1/ Code Inspection, Police Department Administrative Clerk (1), Secretary/Building Inspection, Secretary/Community Development Authority, Payroll Clerk, Accounting Clerk, Clerk Typist (Part-Time).
- 2/ Senior Citizen Coordinator, Police Department Administrative Clerk (1), Secretary/Engineering Office & Wastewater Treatment Plant, Secretary/Parks & Recreation Dept.
- 3/ Clerk of Courts.
- 4/ Treasurer, Administrative Clerk/Utilities.

Clarification (City Ex. 1, pgs. 54, 41)

- 5/ The Madison Group comparables include City Treasurer officers who are management employees.

APPENDIX "B"

LIBRARY WAGE COMPARISON

(CITY EX. 1, PG. 68)

<u>The Madison Group Classification</u>	<u>City Classification</u>	<u>The Madison Group Ave/Composite</u>	<u>Current 1987 Wage (City Ex. 1, pg. 6)</u>	<u>City Final Offer 1988 (City Ex. 1, pg. 6)</u>	<u>Union Final Offer (Union Ex. 2)</u>		
Position II (City Ex. 1, pg. 66)	Library Assistants (4)	\$4.77	\$4.82 \$4.54 \$4.28 \$4.25	\$5.15	\$5.85	\$6.14	\$6.45
Position III (City Ex. 1, pg. 66)	Library Technical Asst. (1)	\$5.44	\$5.38	\$5.85	\$6.68	\$7.01	\$7.36
Position IV (City Ex. 1, pg. 66)	Library Associate (1)	\$6.09	\$5.97	\$6.20	\$6.68	\$7.01	\$7.36
Positions VI & VII (City Ex. 1, pg. 67)	Assistant Librarian (1) (Vacant)	\$8.24	\$8.19	\$8.55	\$8.53	\$9.03	\$9.48