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STATE OF WISCONSIN
BEFORE THE ARBITRATOR

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the Matter of the Petition of

LOCAL 1310 AMALGAMATED TRANSIT
UNION, AFL-CIO

To Initiate Arbitration
Between Said Petitioner and

Case 209
No. 48547 INT/ARB-6737
Decision No. 27582-A

CITY OF EAU CLAIRE (TRANSIT)

APPEARANCES:

James G. Birnbaum on behalf of the Union
Everett W. Foss on behalf of the City

On March 10, 1993 the Wisconsin Employment Relations Commission appointed the undersigned Arbitrator pursuant to Section 11.70(4)(cm) 6 and 7 of the Municipal Employment Relations Act in the dispute existing between the above named parties. A hearing in the matter was conducted on June 8, 1993 in Eau Claire, WI. Briefs were exchanged by the parties and the record was closed by August 25, 1993. Based upon a review of the foregoing record, and utilizing the criteria set forth in Section 11.70(4)(cm) Wis Stats. the undersigned renders the following arbitration award.

ISSUES:

The City proposes a 4% wage increase effective 7/1/92, a 2% wage increase effective 7/1/93 and a 2% wage increase effective 1/1/94. The Union proposes a 2% wage increase 7/1/92, a 2% wage increase 3/1/93, a 2% wage increase 7/1/93, and a 2% wage increase 1/1/94. In addition, it proposes a longevity increase of 3% after 8 years of employment and a 6% increase after 12 years of employment. The Union's longevity proposal, if adopted, would remain in effect only as long as the longevity proviso in the Agreement between the City and AFSCME Local 284 remains in effect.

UNION POSITION:

The Union's proposal amounts to a two year increase of slightly over 8%, while the percentage value of the City's proposal is approximately 7%.

In determining the relative reasonableness of the final offers, the most appropriate comparison is with AFSCME, Local 284's Agreement with the City.

In said unit, the most appropriate comparison with the bus operator position is the tandem operator. In this regard, incumbents in both positions operate equipment of similar size. The requirement of a CDL license is comparable. Both positions require the operation of heavy equipment in the City. And finally, arbitrators in other jurisdictions have used even heavier equipment operators as comparisons with bus drivers.

The most appropriate comparison with the bus mechanic position is the mechanic I in the Local 284 unit. Again, the positions are comparable because the equipment they work on is similar, and the work conditions and locations of the positions are identical.

When the wages of these comparable positions are compared, it becomes evident that unit employees are paid considerably less.

Moreover, the City's proposal is for the same percentage increase granted to employees in Local 284, which would only widen the disparity of pay between said positions.

There is nothing in the record to justify this difference in pay.

The disparity between the relative wage positions of the internal comparables is exacerbated by the existence of a longevity proviso in the Local 284 Contract. The longevity proposal proposed by the Union is identical to the Local 284 longevity proposal.

The Union's proposal in this regard will not frustrate the City's efforts to eliminate Local 284's longevity proviso in that said proposal is a "me too" proposal which would eliminate the proposal if the City is successful in removing the proviso from Local 284's Contract.

Moreover, every other organized unit in the City has a longevity proviso of some kind. Most importantly, even the City's unorganized employees have such a benefit.

The most appropriate external comparable to utilize in the proceeding is the City of La Crosse transit system, which is geographically proximate to the City and which exists in a similar economic climate. The wage rate of a transit operator in LaCrosse is \$13.30/hour, as compared to \$11.88 in Eau Claire

Similar comparisons can be made between the City and other Wisconsin cities. Relatedly, the comparables proposed by the City are simply inappropriate, since none of them are similar in size, population, or industrial base.

The seriously depressed wage rates of unit members have not kept pace with the rise in the cost of living in the area, which also supports the reasonableness of the Union's final offer.

To the extent that local economic conditions are relevant, they do not justify the difference in treatment of members of this unit and other comparable bargaining units. All of the other internal units have longevity benefits.

Relatedly, the economic conditions in the City are not unlike the economic conditions in La Crosse.

Further support for the Union's final offer can be found in the high turnover rate among transit employees, many of whom have taken positions in the Local 284 unit because of the better working conditions and benefits in that unit.

The average wage increases among state wide comparables is 4%/year, which approximates the Union's proposal in this matter.

The City's offer to Local 284 was also superior to what it has offered this Union in that it agreed to pay increased health insurance costs for Local 284. Other units in the City also have received more than what the City is proposing herein.

CITY POSITION:

The parties have a 17 year bargaining history during which the issue of longevity has been discussed but not included in their collective bargaining

agreements. This arbitration proceeding should not result in outcomes the parties would not have reached in the bargaining process. (Citation omitted)

A fundamental change such as the addition of a longevity provisions should not be made through the arbitration process absent a compelling reason, without a quid pro quo, nor should it disrupt other internal settlements. (Citations omitted)

The Union's effort to compare unit positions with positions in other City bargaining units is misplaced.

The relative difference in compensation between unit positions and positions in Local 284 has changed over time. In fact, over time, the gap between unit positions and Local 284 positions has narrowed considerably.

In addition, general service mechanics in the unit represented by Local 284 have a much broader range of responsibilities than do bus mechanics.

The Union's proposed external comparables are, in large part, not comparable since five of the eight transit systems referred to by the Union are in or affected by major metropolitan areas and are thus unlike Eau Claire.

Of the comparables proposed by the Union only Wausau, Sheboygan, and LaCrosse are comparable systems.

In addition, the national data utilized by the Union is not sufficiently specific nor comparable to be of use in this proceeding.

The City's first year proposal is consistent with all other internal agreements, and the second year proposal is consistent with the terms of a consent award covering the Local 284 bargaining unit.

The City's 1992 proposal is also comparable with settlements in other comparable transit systems. In fact, it is equal to or above 7 of 9 external comparables, with one unknown.

Another fact which must be kept in mind when comparing LaCrosse and Eau Claire is that under the Eau Claire pay plan drivers reach the maximum pay rate in 12 months, while in LaCrosse the maximum is reached after 72 months. In fact, LaCrosse drivers need to work five years before they exceed the Eau Claire rate.

Reference to the CPI also supports the City's proposal since whichever CPI is used, the City's offer is substantially higher, and no CPI index approaches the value of the Union's proposal, i.e., a 5.63% total package cost for the first year.

Economic factors in the City also favor the City's proposal. The City is dead last amongst its comparables in per capita personal income and wage rates. In addition, comparable wage rates in the private sector in the City are significantly lower than those paid to drivers and mechanics.

With respect to the longevity pay issue, it has been and remains one of the goals of the City to reduce, and ultimately eliminate, longevity pay. To date longevity has been limited in agreements with the Fire Fighters, Communication Workers, and the Clerical, Technical, Supervisory Employee Association. In addition, department directors and part-time employees do not receive longevity.

Over the years the Union has closed the gap between the driver rate and the light equipment operator rate by 6%, an amount equal to the maximum step in its proposed longevity proviso. Thus it has properly utilized the bargaining process, not the interest arbitration process, to address this issue.

Though the parties disagree about the cost of the Union's proposal, under either party's costing, the Union's proposal far exceeds the pattern of comparable settlements.

In addition, the long term cost ramifications of the Union's proposal are imposing.

Arbitrators have consistently held that a party requesting a significant change in contract language must show a compelling reason for the change and a quid pro quo. The Union has provided neither.

The Union has also not demonstrated that a need exists for its proposed change. The City has not had difficulty filling vacant unit positions. Though employees have transferred between units in the City, the record does not demonstrate that such transfers were attributable to the lack of a longevity plan in the unit's pay structure.

With respect to the comparability of the LaCrosse transit system, the employees in that system received an increase of 1.8% in 1992 and 2.9% in 1993. At the same time, concessions were made by the Union in the areas of overtime, pensions, COLA, and holiday pay.

When other transit systems are compared, taking into consideration that Eau Claire is eleventh of eleven in personal income, it is significant that under the City's proposal the average driver rate is 6% above the average. In addition, wages for bus mechanics in Eau Claire are the highest among all comparable systems.

DISCUSSION:

The wage proposals of both of the parties, without considering the Union's proposed longevity benefit, are not sufficiently distinguishable to be determinative in this proceeding. Essentially, the critical issue in dispute is whether the Union's proposed longevity proposal should be adopted. Thus, it is necessary to analyze the comparability of the impact of that proposal in order to determine which of the parties' proposals in that regard is the most reasonable.

In making such a comparison, the undersigned is of the opinion that the most reasonable comparisons to make, based upon available record evidence, are between the drivers and mechanics in the unit and drivers and mechanics in similar bargaining units in Wisconsin cities of similar size which are not in major metropolitan areas. The comparables the undersigned has utilized, based upon such criteria, are Appleton, LaCrosse, Sheboygan, and Janesville.

A review of the record evidence regarding said comparables indicates that for both 1992 and 1993 both parties' proposals affecting bus drivers exceed the maximum rate, including longevity, in all of the comparable communities except LaCrosse. With respect to the Mechanic position, both parties proposals exceed the maximum rate, including longevity (assuming 12 years of service) in all comparable communities in both 1992 and 1993.

Based upon the foregoing, it cannot be argued that the Union's longevity proposal is necessary in order for the City to be paying a comparable maximum wage to either drivers or mechanics. Instead, it would appear that the City's proposal for both classifications falls above the comparable average.

When the foregoing analysis is considered in the context of the comparability of the percentage value of the City's proposal with other City bargaining unit agreements, the undersigned must conclude that the City's proposal is more comparable than the Union's.

Though the Union submits that more relevant comparisons may be made with wages paid other City employees performing similar duties, the undersigned is persuaded that comparisons with employees performing like duties in other similarly situated transit systems in the State are a more reliable measure of the relative comparability of the parties' proposals.

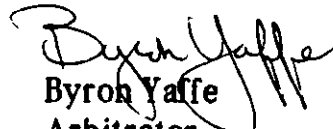
Not only is the City's proposal more comparable based upon external comparisons, it is also supported by the cost of living data included in the record, which indicates that the City's proposal will result in a gain of real income for affected unit employees.

Based upon all of the foregoing considerations the undersigned hereby renders the following:

ARBITRATION AWARD

The City's final offer shall be incorporated into the parties' collective bargaining agreement.

Dated this 17th day of September, 1993 at Madison, WI.


Byron Yaffe
Arbitrator