Arbitration *
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of *
*
TEAMSTERS UNION LOCAL 695 *
*
and *
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CITY OF BARABOO *
DEPARTMENT OF PUBLIC WORKS * ARBITRATION AWARD
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re *
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Final Offer Arbitration *
WERC Case 21, No 52071 *
INT/ARB-7521 * Decision No. 28691-A
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ISSUES

Attached as Appendix A and Appendix B are the final offers of the City of Baraboo and Teamsters Union Local No. 695. The differences in the final offers are summarized below.

Article V - Subcontracting

City - Delete Article V - Subcontracting in its entirety and replace with the following:

> The City may subcontract so long as no layoff or reduction in employees' regular hours results

Union - No Change

Article XIII - Overtime

Union - Add Section C to read

> Compensatory Time. All employees shall be allowed to accumulate compensatory time up to a maximum of one hundred twelve (112) hours in lieu of being paid for overtime. Such compensatory time must be taken in units of eight (8) hours (or in increments of less than eight (8(hours with the City's approval upon at least three (3) days notice, and subject to approval by the Department Head or his or her designee.

City - No Change

Article XV - Holidays

Union - Amend to add an additional one-half day on Good Friday

City - No Change

Article XVIII - Clothing

City - Increase clothing allowance in Section C to $150 per year.

Union - Same increase to $150 and add language to C and new D.

> C. The City will provide appropriate shirts, jackets and hats for department employees. Employees shall, by election within the department select uniforms from a list provided by the City. . .
>
> D. Personal belongings excluding clothing (e.g. glasses, watches, boots) which are accidentally damaged on the job (excluding normal wear and tear) and presented to the City shall be replaced by the City at no cost to the employee.

Article XX - Insurance & Retirement

Union - City to pay full cost of insurance of probationary employees from initial employment rather than after first two months of employment.

City - No change.

Article XXI - Sick Leave

Union - At the time of separation, employees may designate unused sick leave to pay for continued health insurance.

City - At the time of retirement (rather than separation) employees may designate unused sick leave to pay for continued health insurance.

Note: Both City and Union propose to increase the maximum accumulation of sick leave from 129 days to 150 days and to provide this benefit to the estate of an employee in the event of death.

Article XXIV - Vacation

Union - Section B.: Increase vacation with pay from six days after one year, twelve days after two years, and eighteen days after five years to seven days after one year, fourteen days after two years and twenty-one days after five years.

City - No change in Section B.

INTRODUCTION

On January 9, 1995, Teamsters Union Local No. 695, hereinafter called the Union, filed a petition for arbitration, alleging an impasse with the City of Baraboo (Department of Public Works), hereinafter called the City. After

investigation by WERC staff member, Thomas Yaeger, the WERC declared an impasse on April 9, 1996, and, having been advised that the City and the Union had selected the undersigned from a panel furnished to them by the WERC, issued an order appointing him dated May 16, 1996.

The arbitration hearing was held in Baraboo, Wisconsin on August 5, 1996. Appearing for the City was Kirk D. Strang, Attorney of Lathrop & Clark; appearing for the Union was Naomi E. Soldon, Attorney of Previant, Goldberg, Uelmen, Gratz, Miller and Brueggeman. The hearing was transcribed and post-hearing briefs were exchanged through the arbitrator on October 4, 1996.

BACKGROUND

The first question to arise in the arbitrator's mind when he inspected the final offers prior to the hearing was " Why so many issues, particularly since the usual major issues such as the size of the wage increase and the share of health insurance paid by the employer were resolved?" Testimony at the hearing revealed that this was one of those disputes in which one of the parties failed to ratify a tentative settlement reached by the negotiators.

In this instance, the Union did not amend the tentative settlement and submitted it as its final offer. The City Council rejected the tentative agreement reached by its negotiators and made a final offer that includes a controversial change in the subcontracting language. Also, the City deleted from its final offer certain improvements which had been included in the tentative settlement. These were (1) the accumulation of compensatory time up to a maximum of 112 hours in lieu of being paid for overtime; (2) an additional half-day holiday on Good Friday; (3) provision of clothing by the City and replacement of personal items damaged on the job; (4) city payment of full cost of health insurance from initial employment instead of after two months; (5) use of sick

leave to cover cost of health insurance after termination rather than after retirement; and (6) increases in vacation pay from 6 days after 1 year, 12 days after 2 years, and 18 days after 5 years to 7 days after one year, 14 days after 2 years and 21 days after 5 years.

In addition, included in the final offer of both parties are items on which they agreed and which, in most disputes, are usually identified as stipulations and are not included in the final offers. These items are (1) changes in the job posting language; (2) increase in the clothing allowance from $125 to $150; (3) increase in the maximum accumulation of sick leave from 129 days to 150 days and making the employee's spouse or estate eligible for this benefit upon the death of the employee after separation or while actively employed by the City; (4) language changes in the vacation procedures; (5) a two year agreement, January 1, 1995 through December 31, 1966; (5) wages increases of 2% January 1 and July 1 of 1995 and 1996; and (6) a change in one job title.

DISCUSSION

The Tentative Settlement:

The first question to be resolved is the weight, if any, to be given to the fact that the Union's final offer is the tentative settlement reached by the negotiators. This arbitrator agrees with the deceased distinguished Wisconsin arbitrator, Joseph Kerkman who, according to the Union brief, page 6, said

> The fact that the two committees entered into a tentative agreement displays a certain degree of reasonableness to the proposal, or the Employer committee undoubtedly never would have agreed to it on a tentative basis in the first place. [City of Oshkosh, Dec. No. 24800-A, p.9 (Kerkman 1988)]

The arbitrator believes that tentative settlements are accorded significant weight by most arbitrators and as such have great weight under Statutory Factor "j" of Section 111.70.(4)(cm)7 Wisconsin Statutes. The statute states that "the

arbitrator shall weight to factors "which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment." Tentative settlements are one those items normally taken into consideration in arbitrations. (The factors listed in 111.70(4)(cm)7. are listed in Appendix C attached to this award.)

Successful negotiators normally have the authority and responsibility to express the sentiments and bargaining positions of the constituency he or she represents. Repudiation of bargains by the elected body or union membership will in the long run undermine the position of the negotiator and make future negotiations more difficult. Likewise, failure of an arbitrator to accord tentative settlements the weight they deserve will do a disservice to the practice of successful collective bargaining.

It should be clear at the outset, therefore, before examining the merits of the final offers, that the City has the more difficult task of explaining to the arbitrator why, with due consideration of the factors, the arbitrator should reject an offer reflecting the tentative settlement, and, instead, choose the other offer which withdraws benefits contained in the tentative settlement and adds a controversial weakening of a clause restricting subcontracting.

Issues in Dispute Other than Subcontracting:

In its brief, page 4, the City lists seven items that alter the status quo by adding new benefits to the Agreement. The Union claims that five out of seven of these do not break new ground in comparison with benefits paid to other groups of employees. Ms.Ruth Ann Stodola, Business Representative of the Union testified that she has negotiated and administered the collective bargaining agreements

between the City and the Union since 1988. She explained that, in mediation, the Union withdrew its demand for dental insurance which she labeled a primary demand. She said that she did so because the City negotiators told her that the City could not offer dental insurance to this group because no other group of City employees had this benefit. She said that the City negotiator indicated a receptiveness to demands that would make the benefits for this unit consistent with the benefits enjoyed by other groups of employees including the non-represented employees.

Counsel for the Union then took Stodola through the items in the Union's final offer that were based on the notion of standardizing benefits among the City's employees. The increase in vacation would make the vacation schedule consistent with the police unit schedule (Tr.9). The payment of the full cost of insurance from the initial date of employment, the increase in the sick leave accumulation, the additional half-day holiday, and the addition to Article XIII -- Overtime establishing the compensatory time system in lieu of overtime would also make those benefits consistent with those of the police unit (Tr. 9-12). This covers five of the seven items on the list on page four of the City's brief. The Union does not argue that the remaining two items --- the provision of clothing in addition to the clothing allowance, and the requirement that the City pay for personal belongings that are damaged on the job --- are based on internal comparables but points out that they were agreed to in the tentative settlement.

In its brief, the City argues that the Union did not produce the actual documents showing the benefits of the other employee groups so that the Union claims can not be verified and/or critical differences can not be identified. The arbitrator agrees that no such documents were introduced in the exhibit book of the Union. The arbitrator notes, however, that Counsel for the City did not cross

examine Ms. Stodola about the Union claims that the five items mentioned above were consistent with the benefits granted other employees of the City. Instead, the claims made by the Union at the hearing were not challenged.

Furthermore, neither party introduced data showing the benefits paid in the comparable jurisdictions set forth in Arbitrator Johnson's award, nor in any other jurisdiction. The absence of data about external comparables suggests to the arbitrator that these are not important issues and that the item of major concern to both parties is subcontracting --- a topic on which numerous exhibits and extensive testimony and arguments were submitted by both parties including data for the external comparables compiled by the City. Therefore the arbitrator reached the conclusion that these other issues should not be determinative in his choice of final offers.

The Subcontracting Issue:

The City argues that external comparables support its position on subcontracting. The Union makes no reference to external comparables, either in its exhibits or in its brief. The arbitrator's review of the clauses cited by the City support the City claim that its proposed language is in line with the subcontracting clauses of comparable jurisdictions. However, it is unclear from the single sheet exhibits showing the subcontracting clauses whether more than two of the eleven comparables cited by the City involve public works departments. The City of Portage Public Works Contract and the Sauk County Highway Department contracts seem to cover workers similar to those involved in this dispute. Comparisons with police (Lake Delton) or Health Professionals (Sauk County) seem to fall outside the statutory criterion referring to "other employees performing similar services." (Section 111.70(4)(cm)7,d.).

Internal comparisons referred to in Section 111.70(4)(cm)7,e. are even more

limited than the external comparisons noted above. Only the police unit and the unit involved in this arbitration have collective bargaining contracts. Thus, the internal comparisons are limited to comparisons with the non-represented employees and the police unit. The non-represented group has no contract and the police contract does not contain specific contract language restricting the City's right to subcontract. The limited internal comparisons with dissimilar groups, like the external comparisons, support the City's position in this dispute.

In the opinion of this arbitrator, however, these comparisons have much less weight in this dispute than in others because of the history and the limited and special nature of this dispute involving primarily the employees in the public works department doing road repair work. In most disputes where comparability has been the deciding factor, the dispute involved the broad economic issues of wages and/or health insurance. This dispute is different. The arbitrator believes that, because of its unique nature, the determining criterion in this dispute should be the interests and welfare of the public (Factor c) and circumstances traditionally taken into account in collective bargaining (Factor j). The arbitrator turns next to a consideration of the dispute in light of those factors.

The testimony of Terry Kramer, the City Engineer/Director of Public Works since 1983, buttressed by various exhibits, persuaded the arbitrator that the City objective of supplementing its work-force by subcontracting in order to repair roads more rapidly was in the public interest. The arbitrator doubts whether any Wisconsin resident would quarrel with the City claim that reducing the time that roads are closed for repair is in the public interest. The Exhibits entitled "1995 NOT GRIEVED, 1995 Grievances and 1996 Summit Street" show that the

use of subcontractors in addition to City public works department employees accomplishes that aim. And, as such, serves the public interest better than the alternatives of extending the duration of the road repairs or temporarily hiring additional employees.

The arbitrator does not believe that (deep down) the Union disagrees with the use of subcontractors to supplement the work force. The instances where grievances were filed about this practice seem to involve a claim for more overtime rather than an attempt to block subcontracting. For example, grievances were not filed on fourteen days in June, 1995 when the City shift was ten hours on eleven of those days. Yet grievances were filed in July and August on seven days when the City shift was eight hours (five days) or nine hours (two days). Also, in the 1992 grievance on this same subject of subcontractors supplementing the City work force to repair roads, the grievance states that City workers were sent home while contractors continued to work and asks that City workers "be able to work the same hours as contractors" (City Exhibit behind tab "Subcontracting Grievance Settlement").

David Lawrence, the Superintendent of the Water Department, a department covered by the Public Works Agreement, testified that the Union did not grieve his use of subcontractors using an excavator and truck to make repairs such as repairing broken water mains. An exhibit, entitled BARABOO WATER DEPARTMENT 1996, YTD - Summary of Excavation and Trucking Services, lists fourteen occasions when this type of work was subcontracted. Lawrence testified that no grievances were filed on this practice and that he had been told by a Union Steward that the Union would not file grievances protesting this practice (Tr. 92).

The language in the Agreement which the Union seeks to retain states:

> The Employer shall have the right to subcontract work that has been subcontracted consistently in the past or work that the employees

> are not qualified to perform or work which requires equipment not regularly used by the Employer. The City agrees that subcontracting will not be used to erode the bargaining unit. (Collective Bargaining Agreement, Article V)

In its final offer, the City wishes to substitute for this language, the following:

> The City may subcontract so long as no layoff or reduction in employees' regular hours results. (City Final Offer)

Adoption of the City's proposed language would take care of the problems raised by the use of subcontractors for road repair as was done in July-August, 1995. Employees were not laid off nor were their regular hours reduced when work was subcontracted. Therefore, the contract would not have been violated if the proposed language had been in place instead of the existing language. Even though employees would not have gotten as much overtime as they desired, the public interest would have been served by shortening the duration of road repairs. This fact favors the selection of the City's final offer.

However, adoption of the language in the City's final offer opens the door to practices that go much further than the supplementation of the City work force to get a job done more quickly. Under the City's language, work currently performed by City employees could be subcontracted so long as the City found other full-time work for the employees whose jobs were subcontracted. For example, the grounds on which Arbitrator Gil Vernon ruled that the City could not subcontract garbage services would be removed and the City would not be barred from subcontracting that work.

No exhibits or testimony were given about the practice of garbage collection by the external comparables. If the external comparables do not subcontract garbage collection and the City uses a favorable decision in this dispute to do so, it will have established a practice not warranted by comparison

with its external comparables. In this arbitration, the City makes no reference to any plans to subcontract garbage collection or any other City service. The City supports it proposal for the new subcontracting language on the grounds of the problems it has had in the use of contractors to supplement the city employees in the repair of roads. Yet, the language it proposes permits it to go much further and, indeed, to do what the Vernon arbitration award prevents it from doing.

The current language stating that the Employer "shall have the right to subcontract work that has been subcontracted consistently in the past" means that the Employer can not subcontract garbage collection and other services now provided by the public works department. This is valuable protection for the employees and is not one that an arbitrator should take away from them lightly. The City has provided no argument for eliminating this protective phrase other than that the contracts of the comparables do not contain it. Given the other factors in this dispute, this is not a sufficient reason to insert new language in the Agreement which reaches beyond the problem at hand and thereby has the potential of reopening the door to problems that have been resolved. So far as the subcontracting issue is concerned, the arbitrator concludes that the Union position is preferable to the City position.

The arbitrator wishes to note that this award is issued at a time when the parties are negotiating a new contract. He hopes that the dictum contained herein will assist the parties in now developing and agreeing upon subcontracting language that resolves their differences.

Summary

The arbitrator concluded that, although the City is entitled to some relief in the subcontracting field, it has not demonstrated a need for a clause that

goes beyond the controversial road repair work question and gives it the right to subcontract any and all City services so long as it does not cause layoffs or reductions in the regular hours of employees. The arbitrator therefore favors the Union offer on this issue.

The arbitrator believes that the other issues are relatively minor and for the most part were non-controversial items included in the tentative settlement in order to make certain fringe benefits consistent with those of other City employee groups. The difference in positions on those issues was not determinative of which offer was selected.

Finally, the arbitrator notes that when either party goes to arbitration after rejecting a tentative settlement, it runs the risk of damaging the bargaining process. For that reason, arbitral dictum places a burden on the party rejecting a tentative settlement, under Section 111.70(4)(cm)7.j. Wisconsin Statutes, to convince the arbitrator that its final offer is sufficiently superior to the tentative settlement to warrant rejection of the tentative settlement. In this instance, the City has not done so.

AWARD

After full consideration of the testimony, exhibits and arguments of the City and the Union, the arbitrator selects the final offer of the Union and orders that it be implemented.

11/5/96
November 5, 1996

James L. Stern
Arbitrator

Appendix A

FINAL OFFER
FROM
THE CITY OF BARABOO
TO
TEAMSTERS LOCAL 695 (PUBLIC WORKS EMPLOYEES)*

1. Delete Article V - Subcontracting, in its entirety and replace with the following:

   The City may subcontract so long as no layoff or reduction in employees' regular hours results.

2. Modify Article XVI - Job Posting, Section E to provide as follows:

   The provisions of this Article shall apply only to the filling of vacancies or positions in the bargaining unit and on a permanent basis. Vacancies filled from within the bargaining unit shall be filled within sixty (60) days of posting. Vacancies filled from outside the bargaining unit shall be filled within ninety (90) days of posting.

3. Modify Article XVIII - Clothing, Section C to provide as follows:

   All employees shall receive a clothing/personal belongings allowance of One Hundred Fifty Dollars ($150.00) per year. The allowance shall be paid on a separate check when the first paychecks of the calendar year are issued.

4. Modify Article XXI - Sick Leave, Sections F and G as follows:

   Employees who are terminated from the service of the Employer shall be entitled to pay for any unused sick leave days up to maximum of one hundred twenty-nine (129) days at the time of termination, provided that if an employee is terminated for cause he/she shall not be entitled to receive any unused sick leave. At the time of retirement, such employees may designate all or part of this benefit up to a maximum of 150 days for continued health insurance coverage under Article XX, Section A. In the event of death after separation or in the event of death while actively employed by the City of Baraboo, the employee's survivor(s) or estate shall be eligible for this benefit.

   When an employee reaches the maximum accumulation of ~~one hundred twenty nine (129)~~one hundred fifty (150) days, he/she shall receive one (1) day of pay for each six (6) consecutive months when no sick leave is taken, to be paid annually in December.

5. Modify Article XXIV, Vacation, Section E to read as follows:

> Vacations shall be computed on the basis of an employee's anniversary date. ~~Employees shall be allowed vacation time before their anniversary date, but should they terminate their employment prior to serving the full year, such unearned vacation shall be deducted from their final paycheck.~~ Employees shall not take vacation until vacation entitlements have been fully accrued and earned.

6. Modify Article XXIV, Vacation, Section I to read as follows:

> Each employee eligible for vacation must request such vacation thirty (30) days in advance of the time he/she desire to take said vacation. In case of conflict, seniority shall prevail. Employees must request vacation in advance in accordance with department policy; however, no more than thirty (30) days notice will be required.

7. Modify Article XXXIII - Duration to provide for a two-year Agreement, namely January 1, 1995, through December 31, 1996.

8. Modify Appendix A to reflect a wage increase as follows:

1995:	January 1, 1995:	2%
	July 1, 1995:	2%
1996:	January 1, 1996:	2%
	July 1, 1996:	2%

9. Modify Appendix A to amend the title of "Sewer Department Lead Worker" to read "Sewer Department Working Foreman[1]."

*The City expressly reserves the right to challenge any finding or order of the WERC that purports to direct the parties to submit to interest arbitration under § 111.70, et seq., Wis. Stats.

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Appendix B

FINAL OFFER

September 22, 1995

FOR THE AGREEMENT

BETWEEN

CITY OF BARABOO
(Department of Public Works)

AND

TEAMSTERS UNION LOCAL NO. 695

All Articles and Sections of the current Collective Bargaining Agreement to remain in full force and effect except for the following:

(~~Old Language~~ : New Language)

ARTICLE XIII - OVERTIME

C. Compensatory Time. All employees shall be allowed to accumulate compensatory time up to a maximum of one hundred twelve (112) hours in lieu of being paid for overtime. Such compensatory time must be taken in units of eight (8) hours (or in increments of less than eight (8) hours with the City's approval) upon at least three (3) days notice, and subject to approval by the Department Head or his or her designee.

ARTICLE XV - HOLIDAYS

A. Amend to add an additional one-half day on Good Friday.

ARTICLE XVI - JOB POSTING

E. The provisions of this Article shall apply only to the filling of vacancies or positions in the bargaining unit and on a permanent basis. Vacancies filled from within the bargaining unit shall be filled within sixty (60) days of posting. Vacancies filled from outside the bargaining unit shall be filled within ninety (90) days of posting.

ARTICLE XVIII - CLOTHING

C. ~~All employees shall receive a clothing/personal belongings allowance of One Hundred Twenty-Five Dollars ($125.00) per year. The allowance shall be paid on a separate check when the first paychecks of the calendar year are issued.~~

The City will provide appropriate shirts, jackets and hats for department employees. Employees shall, by election within the department, select

uniforms from a list provided by the City. In addition, the City will provide a clothing allowance of $150.00 per year. The allowance shall be paid on a separate check when the first paychecks of the calendar year are issued.

D. Personal belongings excluding clothing (e.g., glasses, watches, boots) which are accidentally damaged on the job (excluding normal wear and tear) and presented to the City shall be replaced by the City at no cost to the employee.

ARTICLE XX - INSURANCE AND RETIREMENT

A. Health Insurance. The City of Baraboo shall provide self-insured health care benefits to employees, including probationary employees, at the 1990 WPS/HIP benefit levels, with the City paying the full cost of the Plan. The Plan shall incorporate a $100/$200 front-end deductible which shall be paid by the employee, and shall exclude pre-existing conditions for new hires for six (6) months if there have been no charges incurred in the previous six (6) months, and for one (1) year if there have been charges incurred in the previous six (6) months. The City reserves the right to change to a different plan provided the coverage is comparable. If the City should elect to change to a plan that is not self-insured, the City will pay ninety-three percent (93%) of the premium under the new plan. The City shall provide, at the employee's expense, health insurance coverage for employees who retire and draw Wisconsin retirement until age 65. An employee's spouse shall be permitted to remain in his/her health care group if such employee dies.

~~Probationary employees shall pay the full cost of such insurance during their first two (2) months of employment.~~ No employee shall make any claim against the City for additional compensation in lieu of or in addition to his/her insurance premium paid because he/she does not qualify for the family plan.

ARTICLE XXI - SICK LEAVE

F. Employees who are terminated from the service of the Employer shall be entitled to pay for any unused sick leave days up to maximum of one hundred twenty-nine (129) days at the time of termination, provided that if an employee is terminated for cause he/she shall not be entitled to receive any unused sick leave. At the time of ~~retirement~~ separation, such employees may designate all or part of this benefit up to a maximum of 150 days for continued health insurance coverage under Article XX, Section A. In the event of death after separation or in the event of death while actively employed by the City of Baraboo, the employee's survivor(s) or estate shall be eligible for this benefit.

G. When an employee reaches the maximum accumulation of ~~one hundred twenty-nine (129)~~ one hundred fifty (150) days, he/she shall receive one (1) day of pay for each six (6) consecutive months when no sick leave is taken, to be paid annually in December.

ARTICLE XXIV - VACATION

B. Benefits. Each employee shall receive:

~~Six (6)~~ Seven (7) work days of vacation with pay after one (1) year of completed service.

~~Twelve (12)~~ Fourteen (14) work days of vacation with pay after two (2) years of completed service.

~~Eighteen (18)~~ Twenty-one (21) work days of vacation with pay after five (5) years of completed service.

~~Twenty-one (21) work days of vacation with pay after fifteen (15) years of completed service.~~

Twenty-four (24) work days of vacation with pay after twenty (20) years of completed service.

E. Vacations shall be computed on the basis of an employee's anniversary date. ~~Employees shall be allowed vacation time before their anniversary date, but should they terminate their employment prior to serving the full year, such unearned vacation shall be deducted from their final paycheck.~~ Employees shall not take vacation until vacation entitlements have been fully accrued and earned.

I. Each employee eligible for vacation must request such vacation thirty (30) days in advance of the time he/she desires to take said vacation. In case of conflict, seniority shall prevail. Employees must request vacation in advance in accordance with department policy; however, no more than thirty (30) days notice will be required.

ARTICLE XXXIII - DURATION

Amend to provide for a two-year Agreement, namely January 1, 1995 through December 31, 1996.

Further amend to reflect the names of the appropriate signators to the Agreement.

APPENDIX A

Effective January 1, 1995 amend to provide for a two percent (2%) across the board increase. Effective July 1, 1995 amend to provide for an additional two percent (2%) across the board increase. Effective January 1, 1996 amend to provide for a two percent (2%) across the board increase. Effective July 1, 1996 amend to provide for an additional two percent (2%) across the board increase.

Amend the title of "Sewer Department Lead Worker" to read "Sewer Department Working Foreman[1]."

Appendix C

Section 111.70(4)(cm)7. of the Wisconsin Statutes[1]

Factors considered. In making any decision under the arbitration procedures authorized by this paragraph, the arbitrator shall give weight to the following factors:

a. The lawful authority of the municipal employer.

b. Stipulations of the parties.

c. The interests and welfare of the public and the financial ability of the unit of government to meet the costs of any proposed settlement.

d. Comparison of wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes performing similar services.

e. Comparison of the wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes generally in public employment in the same community and in comparable communities.

f. Comparison of the wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes in private employment in the same community and in comparable communities.

g. The average consumer prices for goods and services, commonly known as the cost-of-living.

h. The overall compensation presently received by the municipal employes, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.

i. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

j. Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

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[1] The Petition for Arbitration was filed by the Union on January 6, 1995. Tr. 25. Therefore, this dispute is governed by the 1993 statutes concerning interest arbitration. Teamsters Local No. 695 v. City of Monona, Dec. Nos. 28694, 28695, 28696 (WERC, 4/12/96).