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## EDWARD B. KRINSKY, ARBITRATOR

		RELATIONS COMMISSION
In the Matter of the Interest Arbitration Between	:	
CITY OF MARSHFIELD	:	Case 101 No. 45435 MIA-1611
and	:	Decision No. 27039-A
LOCAL UNION NO. 1021, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (IAFF),	:	
AFL-CIO	:	

### Appearances:

Ruder, Ware and Michler, S.C., Attorneys at Law, by Mr. Dean R. Dietrich, for the City.

Mr. Michael Dobish, State Representative, for the Union.

On November 12, 1991, the Wisconsin Employment Relations Commission appointed the undersigned as arbitrator of the abovecaptioned matter, "to issue a final and binding award. . . pursuant to Sec. 111.77(4)(b) of the Municipal Employment Relations Act." The arbitrator is required to select one party's final offer in its entirety.

A hearing was held at Marshfield, Wisconsin, on January 13, 1992. No transcript of the proceeding was made. At the hearing both parties had the opportunity to present evidence, testimony and arguments. The record was completed on March 7, 1992, with the receipt by the arbitrator of the parties' post-hearing reply briefs.

The central issue in dispute in this matter is health insurance. Other disputed items include: wages, educational benefits, dental insurance, life insurance, residency, wages, probationary language, and promotion language.

In making his decision the arbitrator is required by statute to weigh the factors enumerated therein. In the present matter there is no dispute with respect to several of these factors: a) the lawful authority of the employer; b) stipulations of the parties; that portion of (c) which pertains to "the financial ability of the unit of government to meet (these) costs," and (g) changes during the pendency of the arbitration proceedings. The remaining factors have been considered by the arbitrator in the discussion which follows.

The parties have no disagreement with respect to which cities are to be used for purposes of comparability. They have each presented data for firefighter units in the cities of Stevens Point, Wausau and Wisconsin Rapids.

As noted above, the central issue is health insurance. The City has included the other items in its offer, including a higher wage proposal than that offered by the Union, primarily as incentive to the Union to accept the changes which the City seeks to make in the health insurance provisions. For its part, the Union's final offer maintains the <u>status quo</u> on all items except wages. The Union's wage offer is lower than what the City has offered it and the City's other bargaining units. The Union's low offer is intended as incentive to the City to maintain the existing health insurance arrangements.

It should be noted also that on May 14, 1991, the parties reached a tentative agreement, which was later rejected by the Union membership. All of the items which are contained in the City's final offer were agreed upon by the parties in the tentative agreement.

At the hearing, the City presented testimony about the reasons for its desire to change the health insurance arrangements. City Administrator Allen testified that the City obtained competitive bids and then decided to present a Blue Cross/Blue Shield (BC/BS) plan to all of the unions with which the City bargains. Allen testified that the City formulated certain objectives which it hopes to achieve; and then obtained bids:

-introduce deductibles, and possibly co-payments

-introduce effective cost containment features, to ensure that there is a review process for medical claims

-a plan in which the employee receives an Explanation of Benefits form after receiving medical care

-explore options which would be incentives to employees to accept changes in the plan during bargaining

-cost containment which would also be a 'win/win' for the City and for employees

-select a plan that would pay claims at the usual, customary and reasonable level, while holding employees harmless for medical costs in excess of UCR.

The bargaining unit's health insurance is now provided by the Greater Marshfield Plan (GMP). Their most recent Agreement also gave the employee the option of a WPS plan. The GMP arrangement has been in place for many years. Allen testified on cross-examination that although GMP is an HMO, it does not provide adequate cost review, in the City's opinion. The City maintains also that GMP does not provide employees with an explanation of benefits. The result, in the City's view, is a high cost plan without adequate justification given for the high costs, and with insufficient effort by GMP to control the costs. The City's offer is to implement the BC/BS plan, effective in 1992.

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Union witness Kluck testified about the adverse effect on his family that would have come about because of the City's proposed change, had it been in effect in 1991. His wife had oral surgery in 1991, for which he paid nothing because it was fully covered by GMP. Because the parties were in negotiations at the time, and a change to BC/BS was being urged by the City, Kluck inquired of BC/BS about whether his wife's surgery would be covered. After providing BC/BS with documentation about the surgery, from the surgeon and orthodontist, Kluck was informed by BC/BS that the surgery would not be covered by BC/BS. The Union cites this as an example of the high costs which employees might incur if BC/BS is implemented, costs which are now covered by GMP.

The Union, through the testimony of its expert witness Diehl, compared the coverage of the GMP to that of the BC/BS plan being proposed by the City.

These differences are as follows, according to Diehl:

-BC/BS excludes preexisting conditions for new employees who don't enroll within the thirty day open enrollment period when they begin employment. GMP has no such provision.

-BC/BS has language dealing with usual, customary and reasonable fees. GMP does not, since it is an HMO and fees are determined by contract.

-BC/BS has a maximum benefit level of one million dollars per condition. GMP has no limit.

-BC/BS has definitions of emergency treatment. GMP has none.

-BC/BS has a 365 day limit for hospital stays. GMP has no limit.

-BC/BS has deductibles. GMP has none.

-BC/BS has no vision care component. GMP has one. The City has offered a vision care benefit but, according to Diehl, its benefits are not the same as GMP's vision benefits. The City's offer has monetary limits, and some payment for frames and lenses. GMP has no limits or payments. GMP also pays for 100% of the cost of eye exams and refractions. The City's proposed plan has limits.

-BC/BS has no benefit for hearing exams. GMP does.

-BC/BS has no benefit for immunization. GMP does.

Diehl testified that GMP manages care through the primary coverage it gives at Marshfield Clinic.

On cross-examination Diehl testified that it does not happen frequently that an individual exceeds one million dollars in claims for a single condition, but it does happen and he has known of such cases in his experience in the insurance industry.

The City argues that some of GMP's unlimited, and uncapped (in terms of cost) benefits contribute to GMP's high costs, and those benefits are not utilized. By having benefits of reasonable duration, and with reasonable cost caps under BC/BS, it argues, the City can better control its health care costs and still provide reasonable benefits. The Union prefers to maintain existing benefits. It realizes that the costs of GMP are high relative to the City's proposed plan, but notes that employees pay 15% of the costs, and are willing to forego wage increases and other benefits to continue using GMP.

The Union presented testimony concerning bargaining history. Union president Steltenpohl was chairman of the Union's bargaining committee in the negotiations which led up to the present dispute. He testified that a tentative agreement was reached on May 14th in the presence of a State mediator. According to Steltenpohl, the Union entered into the tentative agreement only because it was told by the mediator that tentative agreements had been reached between the City and the unions which represent police and streets employees, which tentative agreements included the City's BC/BS proposal. After the bargaining session, he testified, the Union learned that the information provided to it was not accurate; that is, the Union learned that the police union had agreed to take the City's proposal to its members, but without a recommendation. Subsequently, both the police and streets unions memberships rejected the City's proposal.

Steltenpohl testified also that in past Agreements, the Union has accepted lower base wages in order to maintain the GMP insurance program. He testified that for approximately the past ten years, the employees have paid 15% of the GMP premium. Prior to that, the employees paid 20%, but the City proposed that the percentage paid by employees be lowered to 15% as part of an agreement which the parties reached in order to avoid arbitration.

The Union called Page, the president of the police union, as a witness. He testified that after negotiating with the City at length, the police bargaining committee decided that it would take the City's best offer back to its membership for ratification, without a recommendation pro or con by the bargaining committee. The membership rejected the offer unanimously on June 19, 1991, he testified.

The City presented letters written by its counsel, Dietrich, to the police union's WPPA/LEER representative Wisbrocker on April 11, April 25, and May 24, 1991, which clearly refer to their "tentative agreement." There is also in evidence a June 2, 1991 letter from Dietrich to the leaders of all of the unions with which the City was engaged in bargaining, including the police union. It includes the following paragraph.

It is the expectation of the City that the Bargaining Committee for each respective Union will honor its good faith obligation to recommend and advocate for acceptance of the Tentative Agreements that have been reached by the parties during the recent mediation sessions. It is the City's understanding that each of these Tentative Agreements were reached in good faith by the parties through the collective bargaining process and were based upon the give and take of the collective bargaining process which resulted in a Tentative Agreement which was acceptable to both the City Bargaining Committee and the Union Bargaining Committee. It is with this understanding that the City expects each Bargaining Committee to act in good faith in presenting the Tentative Agreement to the local membership of each Union for ratification. . .

If there was any response to these letters which called into question the existence of a tentative agreement between the City and the police union, such response was not placed in evidence.

# Relevance of Tentative Agreement

Both parties have made arguments about the relevance of the tentative agreement which was rejected by the Union. It is the arbitrator's view that rejected tentative agreements should not be controlling of the outcome of interest arbitration cases. This is because either party's negotiators must have the freedom to attempt to negotiate a tentative agreement, even at the risk that it will be rejected by their constituents. For an arbitrator to decide that a rejected tentative agreement must be implemented through arbitration, without seriously considering other evidence, would have the effect of making negotiators reluctant to take the risk of trying to reach a voluntary agreement, because the price of a rejection would be viewed as too high.

A tentative agreement which has been rejected is entitled to some weight, however, in the arbitrator's opinion. It is one of the things which is appropriately considered under statutory criterion (h), the "other factors" criterion which pertains to other factors normally taken into account in arbitration. The reaching of a tentative agreement is evidence that the negotiators mutually viewed the tentative agreement as a reasonable compromise to their differences. Neither party can then sustain an argument in arbitration to the effect that the terms of the tentative agreement are unreasonable.

The arbitrator does not know with certainty whether there was a tentative agreement reached between the police union and the City, and there is no need for him to decide what actually occurred. Even if it is the case, as the Union argues in this proceeding, that it relied upon assurances that there was a tentative agreement between the City and police, and even if it is the case that there was in fact no such tentative agreement reached, that does not persuade the arbitrator that the tentative agreement which was made between the City and the fire fighters union was not a reasonable one.

# Health Insurance Issue

Under the terms of the parties 1989-90 Agreement, the City paid 85% of the GMP premium. If, instead, the employee opted for a WPS plan, the City paid 95% of the premium but not a greater dollar amount than it paid for the GMP.

The Union's final offer makes no changes in these health insurance arrangements. The City proposes to continue these arrangements in the first year of the new agreement. In the second year, however, it proposes to implement a BC/BS plan (although the carrier is not identified in the final offer itself; rather it is simply ". . .the deductible insurance plan provided by the City. . . ") including drugs and vision coverage. The City proposes to pay 90% of the premium. In addition the City's proposes to implement ". . .a self-funded payment plan for physical exams/well-baby coverage with a maximum payment of \$200 / person up to 3 family members per year." It proposes also to ". . .make payment to provide for noncovered routine physicals and well-baby examinations (including immunizations) up to a maximum of \$200 / person for a total of 3 family members per year. . ." The City's final offer also includes the following:

If Blue Cross/Blue Shield fails to do so under the terms of the insurance plan, the City agrees to hold harmless and indemnify employees, provided the employee has not agreed to pay a fee higher than the UCR charge as determined by BC/BS, for the difference between a health care provider's charges for qualifying medical services and the usual-customary-reasonable (UCR) charges for such services as determined by BC/BS. . .

## Health Insurance Issue: Internal Comparability

At factor (d)(1) the arbitrator is to consider comparisons "in public employment in comparable communities." These include comparisons with other employees of the City of Marshfield.

The City has implemented its proposal for its non-unionized employees. What is more important, in the arbitrator's opinion, is what the City has negotiated with its unionized employees.

In the City's 1991-92 Agreement reached with its employees in the Wastewater Department, the health insurance arrangements proposed by the City in the present proceeding were included. In addition, those parties agreed, effective January 1, 1992, ". . to implement a Section 125 Reimbursement Plan for use by the employees to cover payment of qualifying deductibles, employee contributions toward premium costs, noncovered health care expenses, and child care expenses."

In the 1991-92 Agreement reached with its clerical/technical employees, the City has implemented the health insurance arrangements which it included in its final offer in the present proceeding.

The City has included its health insurance proposal in its final offer to its public works employees. There had been no agreement reached as of the date of the arbitration hearing in the present proceeding.

At the time of the arbitration hearing in the present proceeding, the City was in arbitration with its police union. The City's final offer contains the health insurance arrangements which it is offering in the present proceeding.

The Union notes in its exhibits that among the City's unionized employees, two bargaining units, with a total of 27.5 employees, have accepted the changes proposed in this proceeding by the City, while employees in four bargaining units totaling 104 employees (including the 27 employees in this proceeding) have not. This information about internal comparables shows that whether viewed in terms of the number of bargaining units, or the number of represented employees, a majority has not yet accepted the City's proposed insurance arrangements. ÷

As noted above, there were tentative agreements to accept the City's proposed changes, which were rejected by other bargaining units. The arbitrator does not view it as appropriate for him to count those rejected tentative agreements as being part of a pattern of acceptance of the City's proposed health insurance arrangements. He also does not know the reason(s) for the rejections of the tentative agreements. They could have been because of the insurance changes, although they might have been for other reasons.

It is the arbitrator's conclusion that the internal comparables do not support the City's position at this time. The arbitrator recognizes the desirability from an employer's standpoint of having the same health insurance arrangements in place for all employees. However, this is not a situation, as sometimes occurs, in which the Union is the lone holdout, or represents a small minority of employees who have not accepted the change. The bargaining for 1991 and 1992 suggests the beginning of a pattern of acceptance of the City's proposed changes by the unions which represent the employees of the City, but it is not yet an established pattern which this Union should be compelled to accept through arbitration rather than voluntary bargaining, even though the proposed changes are reasonable ones.

### Health Insurance Issue: External Comparability

Under factor (d)(1) it is also appropriate to consider comparisons with firefighter bargaining units in the external comparison group (Stevens Point, Wausau and Wisconsin Rapids).

None of the comparables have the BC/BS plan offered by the City, and none have the GMP offered by the Union. The City proposes deductibles, which GMP does not have. Each of the comparables have deductibles, although one of the plans offered by Stevens Point does not have deductibles. The City's proposed deductibles are higher than those in the comparables' plans. As noted above, the City proposes to pay 90% of BC/BS in 1992, while the Union proposes that the City pay 85% of GMP. The three comparables have payments by the employers of 100%, 95% and 94% for family plans.

There are data presented about premiums. A significant factor in the City's desire to change insurance arrangements is to control the costs. Thus, the amount paid by the City and the comparables is of importance. The Union correctly points to the difficulty of making meaningful cost comparisons because in two of the comparable cities, Wausau and Wisconsin Rapids, the premiums cited include dental insurance, and no breakdown is provided of the cost of the dental component. With respect to the premium dollars paid by the comparable employers (that is, the employer's share) in 1991, for family plans, the figures are:

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 Stevens Point (health only)
 \$375.06

 Wausau (health + dental)
 \$350.87

 Wis. Rapids (health + dental)
 \$256.79 or \$323.85

The 1991 cost to the City under either final offer is \$403.35.

Thus, in 1991 the City paid more for family health insurance each month than any of the comparables paid either for health, or health and dental insurance, by amounts ranging from \$28 to \$146. These differentials would be greater for just health insurance, if the dental premiums could be deducted from the totals in Wausau and Wisconsin Rapids.

With respect to the premium dollars paid by the comparable employers in 1992, the figures are as follows:

Stevens Point (health only)	\$442.78 or \$431.18
Wausau (health + dental)	\$378.00
Wis. Rapids (health + dental)	\$328.23 or \$386.98

The City's share of the 1992 BC/BS premium is \$379.95 and it might be lowered if other employees adopt the plan. The City's share under the Union's proposal, effective February 1, 1992, is \$448.42, (\$68 more per month than the City's offer costs). There was a higher rate announced by GMP effective January, 1992, but that rate was lowered effective February 1st, for reasons not explained in the record. Both parties' rates are higher than two (City's offer) or three (Union's offer) of the comparables. Under the City's offer the comparables' rates range from \$63 higher, to \$1 lower. Under the Union's offer, the comparables' rates are from \$17 to \$120 lower.

Since, as previously mentioned, two of the three comparables include dental benefits in their costs, it seems appropriate for the arbitrator to consider the costs of the City's proposed dental benefits in making these external comparisons. The City's share of the proposed family dental benefit is \$37.39, bringing the combined cost of health and dental benefits under its final offer to \$417.34 per month, in comparison to the \$448.42 healthonly costs proposed by the Union. The City's proposed combined health and dental costs would be higher than the health and dental plans in Wausau and Wisconsin Rapids but lower than the health-only plan in Stevens Point. The external comparables data show clearly that the costs paid by the City for health insurance using GMP has been relatively much higher than what the others have paid. The City's proposed BC/BS plan brings the costs to the same level as two of the three comparables, and much below the third.

The external comparables favor the City's final offer much more than does the Union's final offer. This conclusion is based only upon a comparison of costs. The arbitrator is not in a position to evaluate the content of the various plans or their administration of benefits in the comparable cities or the satisfaction level of employees under the various plans.

### Health Insurance. Issue: Other Considerations

What are the other factors which support the parties' final offers? The arbitrator is required to consider factor (c) part of which is the "interests and welfare of the public." The City is properly concerned with the rising costs of health insurance, and it views its proposed changes as being in the public's interest because, it argues, these changes will help to control the rate of cost increase.

In terms of costs during the life of the Agreement (1991 and 1992), there is some reason to support the change, in the arbitrator's opinion, but it is not compelling. The costs of health insurance are identical under either offer for 1991. For 1992, the cost of \$68 per month higher for health insurance under the Union's final offer, and \$31 per month higher under the Union's offer if health and dental insurance are counted together. However, these savings to the public are offset by other aspects of the City's final offer.

If the total package costs are considered, the City's proposal is higher than the Union's during the life of the Agreement. The City recognizes this, but it offers this higher package as a <u>quid pro quo</u> for the health insurance change, which it believes will clearly benefit the public in the long term. The total package costs are lower under the Union's final offer by approximately \$11,500 in 1991 and \$2800 in 1992 according to the Union's calculations and the differentials are still greater using the City's calculations. The City views a reduced rate of increase in future health insurance premiums as being in the public's interests, and justifying the higher short-term costs needed to accomplish the changes.

It is not easy for the arbitrator, or anyone else, to predict what will happen to health premiums in the future. They will rise, but it is not known by how much, or whether one insurance carrier's rates will be higher or lower than another's. There are no data presented which enable the arbitrator to make historical comparisons between the percentage increases in recent years of GMP in comparison to BC/BS, and such data would not necessarily be predictive of future changes. The City may be correct about the long-term prospects, but the Union presented data showing a rate increase from 1991 to 1992 of 26.4% for BC/BS, while the premium for GMP rose 11.2% during the same period. That does not mean that GMP will continue to rise at a lower rate of increase than BC/BS in the future, but it also doesn't help to persuade the arbitrator that the public's interest will necessarily be served in the long-term by a switch to BC/BS. It is also not clear that the cost of a standard health plan will be less than the cost of a health maintenance plan in the future.

The City shows that GMP's premiums have increased by 175% since 1980, and it compares this increase to the smaller increase (134%) in the medical component of the Consumer Price Index. The arbitrator does not have similar data for BC/BS, so there is no basis for concluding that BC/BS has a better, or worse, record.

In addition to the matter of premium increases, the City cites its difficulty in getting GMP to provide it with detailed claims and cost analysis. It cites the lack of cost containment features in GMP, such as restrictions on preexisting conditions, limits on benefit levels, and payment of usual and customary changes rather than all charges, and it cites the lack of deductibles in the GMP which, the City argues, would reduce the utilization of services. In its opinion, such factors account for GMP's much higher total premium cost (\$527) than BC/BS's premium cost (\$422).

In the arbitrator's view, the above-mentioned concerns of the City all relate to the costs of the plans. While the City argues strenuously in its briefs that its proposed changes will slow the rate of increase, the arbitrator is not persuaded by those arguments based upon the data in the record. The employees are already paying a significant percentage of premiums, and have incentive to keep premium costs down. It is conjecture whether deductibles would reduce utilization of services further and affect premium levels.

The arbitrator is not persuaded that the public interest factor supports one final offer more so than the other one. It favors the City's final offer in the short-term with respect to health insurance costs, but it favors the Union in terms of package costs. It may favor the City in the long-term, but that is not clear.

The Union has made arguments about the effect on employees of the City's proposal. This is appropriately considered under the "other factors" criterion. The arbitrator is not persuaded by the Union's arguments that the net result of the proposed benefit and cost changes would be detrimental to the employees. Certainly there would be outlays of money which do not now exist, for deductibles and for services which would no longer be covered by the new arrangements, but it is not clear that these amounts would outweigh what employees would save in premium costs under BC/BS and in services to be covered under BC/BS which are not now paid by GMP, including dental benefits. The Union cites the example of the dental surgery undergone by a spouse of one of its members which, it asserts, would have been very costly to the family under the new arrangements had they been in effect. The arbitrator does not question the merits of the Union's argument with respect to coverage, but he does not view one such example as a sound basis for his decision. The City has made a reasonable proposal, and has attempted to duplicate existing coverage. However, as is frequently the case, there are gaps between coverages of different insurance carriers, and different interpretations by carriers about which claims they will cover and to what extent.

# Health Insurance Issue: Private Sector Comparisons

The City argues that its position is supported by what is occurring in the private sector. The arbitrator is directed to consider private employment comparisons at factor (d)(2).

The City presented data about eight area employers. There is incomplete information about premiums paid. It appears that most of the plans have deductibles and co-payments, and the percentage of premium paid by the employers averages about 89%. In the arbitrator's opinion, the private sector data do not support one final offer more so than the other.

## Health Insurance Issue: Conclusions

The arbitrator has concluded that both parties' positions are reasonable: the City wanting to better control costs, and being willing to offer a generous package to accomplish the changes; the Union wanting to continue long-standing arrangements with which its members are satisfied, and being willing to accept a smaller wage increase and forego other benefits in order to maintain the GMP.

The internal comparisons favor the Union; the external comparisons favor the City. The remaining factors do not clearly favor one final offer more than the other.

The question for the arbitrator then, is whether he should compel the changes, assuming that there is an adequate <u>quid pro</u> <u>quo</u> offered? The primary reason not to do so is that a majority of the other bargaining units in the City have not accepted the proposed change. Normally the arbitrator would not compel a change where a majority of other units, or units constituting a majority of represented employees, have not bargained the change.

In addition it appears that this is the first round of bargaining in which the City has proposed a comprehensive change in the insurance arrangements. There is no history demonstrated of the Union's intransigence. If there were a bargaining history in which the City had been attempting unsuccessfully to reduce its costs, making reasonable offers which this Union was continually resisting while others were accepting it, the arbitrator might be persuaded that now is the time to compel the change. The arbitrator believes, however, that voluntary collective bargaining should be given a longer time to work before changes such as this are compelled.

In reaching this conclusion, the arbitrator realizes that until 1993 at the earliest, the City will not have relief from paying GMP's premiums, now \$68 per month per employee more than the premiums of BC/BS. If the City proves to be correct about the premiums of BC/BS relative to GMP in the future, and/or if additional bargaining units change to BC/BS, then the Union will probably have to accept the change also, either through voluntary bargaining or arbitration.

What else results from a ruling in favor of the Union's final offer?

### Wage Issue

Although the City recognizes that health insurance is the central issue in this dispute, it is concerned about the fact that the Union's wage offer is lower than the pattern of increases given by the external comparables. The City has concerns about remaining competitive under the Union's final offer if it is implemented. However, the City has presented no evidence to indicate that under the current wage structure or wage levels there is any problem in recruiting or retaining fire fighters. It has not presented any evidence which gives the arbitrator any indication that it will have such difficulty under either party's final offer.

The City's wage offer to the Union follows the same pattern, in terms of percentage increases, which it has offered to its other bargaining units; that is 3% in January, and 2% in July, in both years of the Agreement. In addition, the City has proposed \$20 per month increases to Firefighter III and Lieutenants. The Union has offered a lesser wage increase: 2% in January and 2% in July in both years of the Agreement. In other words, the Union is willing to accept 1% less in wages in January each year, and to forego the classification increases during this Agreement in order to retain its health insurance arrangement.

The City is correct that under the Union's final offer, the differentials will be widened between the wages paid in Marshfield and those paid in the comparable cities. In 1990, the year-end firefighter top rate in Marshfield was \$90 below the average of the comparables. For lieutenants, the rate was \$78 below the average. If the Union's final offer is implemented, the 1991 differentials will be \$107 for firefighters and \$93 for lieutenants. The 1992 differentials will be \$122 and \$108, respectively. If the City's final offer is implemented, the 1991 differentials will be \$66 for firefighters and \$49 for lieutenants. The 1992 differentials will be \$36 and \$19, respectively.

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Under either final offer the year-end maximum rates for the top firefighter classification ranks last among the comparables for 1992. For 1991 the City's final wage offer ranks third of four; the Union's wage offer ranks last. The 1990 ranking was third. For lieutenants the 1990 rank was third. Under the City's wage offer the third place ranking continues in 1991 and 1992. Under the Union's wage offer the ranking is last in both years.

The worsening of the dollar differentials, while seen as undesirable by the City, and viewed by the Union as a means of keeping its insurance arrangements, is not viewed by the arbitrator as a reason to order that the City's final offer be implemented. The arbitrator has not been persuaded by the City's argument that the Union's offer will leave it in a noncompetitive position.

## Remaining Issues

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The City's offer contains numerous additional issues, mentioned at the outset of this decision. All are reasonable proposals, having been contained in the parties' tentative agreement. They will not be implemented under the Union's final offer, which addresses only wages.

The arbitrator does not view these remaining issues as determinative of the outcome of this case. Rather, as the parties in effect acknowledged in their presentations, the other issues would rise or fall on the health insurance issue.

The effect of a ruling in the Union's favor is a cost savings to the City during this Agreement, since wage and total package cost increases will be lower. The City will not be disadvantaged, on balance, by this ruling except that it will not have uniform health insurance benefits for all of its employees (which it might not have regardless of the outcome of this case), and it will have to wait for another round of bargaining to bring its health insurance costs more under control.

The arbitrator has considered the data presented by the parties with respect to the additional statutory factors, not specifically analyzed above, (e) cost of living, and (f) overall compensation, but consideration of them does not change the arbitrator's analysis of this case. This is true primarily because the effect of selecting the Union's offer is to implement a lower cost final offer than would be the case if the City's final offer were implemented.

# Conclusion

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The statute requires that the arbitrator select one or the other of the parties' final offers in its entirety, a decision which has been a very difficult one to make in this case. Based upon the above facts and discussion, the arbitrator hereby makes the following

# AWARD

The Union's final offer is selected. Dated at Madison, Wisconsin, this  $13^{\frac{73}{13}}$  day of April, 1992.

Edward B. Krinsky Arbitrator