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| In the Matter of Final and Binding Arbitration Between | : | |
| | : | NOV 26 1980 |
| HARTFORD POLICE DEPARTMENT EMPLOYEES, LOCAL 1432-A, WCCME, AFSCME, AFL-CIO | : | AWARD |
| and | : | Case XVI WISCONSIN EMPLOYMENT RELATIONS COMMISSION No. 25459 |
| CITY OF HARTFORD (POLICE DEPARTMENT) | : | MED/ARB-560 |
| (Non-sworn employees) | : | Decision No. 17773-A |

I. HEARING. A hearing in the above entitled matter was held on August 11, 1980, at the City Hall at Hartford, Wisconsin.

II. APPEARANCES.

RICHARD W. ABELSON, Staff Representative for the Wisconsin Council of County and Municipal Employees, AFSCME, AFL-CIO, appeared for the Union.

CHARLES E. CARLSON, Consultant to Public Employers, appeared for the City.

III. NATURE OF PROCEEDINGS. This is a matter of final and binding final offer arbitration between Local 1432-A, Wisconsin Council of County and Municipal Employees, AFSCME, AFL-CIO and the City of Hartford to resolve an impasse arising in collective bargaining affecting the wages, hours, and conditions of non-sworn Police Department employees, who are identified as the Police Secretary and Dispatchers. The Wisconsin Employment Relations Commission received a petition from the Hartford Police Department Employees Local 1432-A alleging that an impasse existed between the Local and the City in collective bargaining affecting the employees and the sworn police officers. The Commission conducted an investigation pursuant to Section 111.70 (4) (cm) 6 of the Municipal Employment Relations Act of the State of Wisconsin. A member of the Commission's staff, Stuart S. Mukamal, after conducting an investigation, reported to the Commission on March 18, 1980, that the parties were at an impasse. The Commission thereupon concluded that the parties had substantially complied with the procedures set forth in the Act before the initiation of mediation-arbitration, and found that an impasse existed. The Commission therefore certified that the conditions precedent to the initiation of mediation-arbitration as required by Section 111.70 (4) (cm) 6 of the Act existed and ordered mediation-arbitration on April 23, 1980. The parties having selected Frank P. Zeidler, Milwaukee, as Mediator-Arbitrator, the Commission appointed him on June 12, 1980.

Some of the employees in the bargaining unit and involved in the dispute under the same contract here are covered under Section 111.77 of the MER Act. The mediator-arbitrator sought to mediate the matter on August 11, 1980. Mediation was not successful. As a result, a hearing was held on the matter covered under Section 111.77 and following that hearing, the instant matter was heard. The parties were given full opportunity to present evidence and give testimony. Briefs were filed and an opportunity was given for reply briefs.

IV. THE ISSUES.

A. The Union's Offer.

FINAL OFFER OF THE UNION

WAGES: \$100.00 - 1/1/80) Det./Sgt.)
 \$ 40.00 - 7/1/80) Patrol.) MIA

 \$ 65.00 - 1/1/80) Dispatchers)
 \$ 45.00 - 7/1/80)) MED/ARB
)
 9.5% - 1/1/80) Police Sec.)

WORKER'S COMPENSATION: Article XIV, Section 14.01:
 Amend to provide for full pay for a period of six (6) months
 (from current 4 months). Remainder of language - no change.

SICK LEAVE - RETIREE'S PAYOUT: Article XIII, Section 13.07:
 Amend to provide a payout of thirty-five percent (35%) (from
 current 10%). Remainder of language - no change.

"All other issues as in attached stipulation of agreements or as
in 1979 contract.

2/7/80
RWA /s/"

B. The City's Offer.

CITY OF HARTFORD FINAL OFFER (NON-SWORN) MED/ARB

The City of Hartford makes the following final offer:

APPENDIX A. Increase all rates of pay by 7.75% retroactive to January 1, 1980. The resulting schedule is as follows:

APPENDIX "A"

Monthly-Hourly - Salary Schedule

| CLASSIFICATION | EFF. 1/1/80 | |
|------------------|-------------|---------|
| | HOURLY | MONTHLY |
| Police Secretary | | |
| Start | 5.16 | 893.52 |
| After 6 months | 5.36 | 927.73 |
| After 12 months | 5.68 | 984.07 |
| Dispatchers | | |
| Start | 4.71 | 810.64 |
| After 6 months | 4.99 | 858.68 |

"All other issues as in attached stipulation of agreements or as in
1979 contract.

CEC 2/7/80 /s/"

V. FACTORS TO BE CONSIDERED. Section 111.70 (4) (cm) 7 states that arbitrators shall give weight to the following factors:

"7. 'Factors considered.' In making any decisions under the arbitration procedures authorized by this subsection, the mediator-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 municipal employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally in the public employment in the same community and in comparable communities and in private employment in the same community and in comparable communities.

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

"f. The overall compensation presently received by the municipal employees, 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 involved.

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

"h. 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."

VI. ISSUES NOT INVOLVED. There is no issue concerning the lawful ability of the Employer to meet either offer. There is no issue arising out of any stipulations of the parties.

VII. THE INTERESTS AND WELFARE OF THE PUBLIC AND THE ABILITY OF THE GOVERNMENT TO MEET THE COSTS.

A. The City is not arguing ability to pay in the absolute sense, but argues relative ability to pay. The City has selected 15 other municipalities to compare with Hartford. These are Sheboygan Falls, Horicon, Mayville, Port Washington, Fort Atkinson, Ripon, Jefferson, Plymouth, Waupun, Hartland, Grafton, Delafield, Pewaukee, Kewaskum and Lake Mills. According to Employer Exhibit 4, the taxes on a \$40,000 home in Hartford in 1978 came to \$961, the highest amount paid for a home of such value in any of the 16 municipalities. The Clerk-Comptroller for the City, Mr. John Speilmann, states that the situation has worsened so that property taxes are 10% to 35% higher for Hartford residents than they are for other area residents with comparable property. Employer Exhibit 22 indicated that among the 16 municipalities, Hartford was 12th in per capita income.

It was the testimony of the Clerk-Comptroller that 50 of the 600 employees at the Broan Corporation were on layoff at the time of the hearing, and the company was working on short workweeks. Another company, Microdesign, had 11.6% of its employees off, between 500 and 600 in number. The Chrysler Corporation with about 600 employees had 125 to 135 on indefinite layoff. 21 employees of a stamping company are off, and a canning company has a decline in business of about 33%. However there have been wage improvements with some of the companies mentioned. There was an 8% increase in the first year of a new contract at Chrysler and an 8% increase at Microdesign, and a 10% increase at Broan. The Employer says that even though other factors may justify the wage increases asked by the Union, the employment and economic conditions support the Employer's offer over the other factors.

Employer Exhibit 3 a. was a news story from the Milwaukee Sentinel of January 16, 1980, stating that the City of Hartford ranked first in property taxes for Washington County governmental units in 1979, and third in 1980 among 50 such units. The Sentinel on January 10, 1979, stated that the taxes for a \$40,000 house in Hartford were \$867.40 or the highest rate for such a house among the governmental units of the County. This rate exceeded the highest rates in Ozaukee and Waukesha Counties (Emp. Ex. 3 b, d, and e). Among the municipalities within Milwaukee and the fringe of municipalities immediately surrounding it, Hartford would have ranked 14th among 46 municipalities. However, the Union notes that the Hartford rate in 1978 quoted in Employer Exhibit 4, would have been 43rd among the 46 municipalities (Emp. Ex. 3 c).

The Union cited Arbitrator Petrie in the Village of Whitefish Bay (Fire Department) WERC Case XXV, No. 24393, MIA-432 to the effect that an argument by an employer that it is in the interest of the public not to have to pay higher taxes must be balanced against the need for services and paying for them. The Union also notes that there is no claim here that there is an inability to pay. The Union also holds that if the tax rolls are relatively high, this is not reflected in the Police Department salary rates and fringe benefit levels, and that fringe benefit levels for the Police are less than elsewhere according to the Clerk-Comptroller himself (Un. Ex. 35).

The Union also contends that the labor information market provided by the City is not relevant, because the City did not draw a connection between the employment situation in major industry in Hartford and its impact on the Hartford Police Department. There is also no information on wage and fringe benefit levels.

B. Discussion. On the basis of the data supplied in Employer's Exhibits 3 a, b, c, d and e, in Exhibit 4, and from the testimony of the Clerk-Comptroller, the evidence is that the tax rate in Hartford City is among the highest in Washington County, Waukesha and Ozaukee Counties, and is even high in Milwaukee County and fringe urban areas. Also the testimony is that there is a slackening of some businesses. The arbitrator then is of the opinion that while the City has the financial ability to meet the costs of the Union offer, it is in the interests of the public not to have the tax rate go higher, and therefore the weight of this factor goes to the City. However the extent of percentage increases in rates of pay will be noted elsewhere in this report. Also, the information given on this item has not been related to specific wages and fringes received by employees in private industry except as to percentage increases in base wage.

VIII. COMPARISON OF WAGES: BASE WAGES.

This matter involves one Police Secretary in the position more than 12 months, and four Dispatchers in their positions more than six months.

The following table shows the comparison on basic wage offers:

Table I

COMPARISON OF BASIC WAGE OFFERS FOR 1980
FOR POLICE SECRETARY AND DISPATCHERS, TOP STEP

| | <u>Police Secretary</u> | | | | | | |
|--------|-------------------------|------------|------------|------------|-------------|------------|-------------|
| | 1978 | | 1979 | | % | 1980 % | |
| | <u>Hr.</u> | <u>Mo.</u> | <u>Hr.</u> | <u>Mo.</u> | <u>Inc.</u> | <u>Mo.</u> | <u>Inc.</u> |
| City | \$4.89 | \$847.60 | \$5.27 | \$913.29 | 7.75 | \$ 984.07 | 7.75 |
| Union | 4.89 | 847.60 | 5.27 | 913.29 | 7.75 | 1000.05 | 9.5 |
| | <u>Dispatchers</u> | | | | | | |
| City | 4.29 | 739.60 | 4.63 | 796.92 | 7.75 | 858.68 | 7.75 |
| Union | | | | | | | |
| 1/1/80 | | | | | | 861.92 | 8.2 |
| 7/1/80 | | | | | | 906.92 | 5.2 |
| Aver. | | | | | | 884.42 | 11.0 |
| "Lift" | | | | | | | 13.8 |

Differences in annual cost to the City for the Union offer for Secretary is \$191.76, and for each Dispatcher the difference is \$308.88.

IX. BASE WAGE: COMPARABLE DISTRICTS.

A. The Union in its Exhibit 11 compared the 1980 wage of Dispatchers in Hartford with those in Germantown, West Bend, Oconomowoc, Watertown, Beaver Dam, Waupun, Cedarburg, Port Washington, Mequon and Washington County, units of government for which it had data available. The Employer in its Exhibit 24 compared the Hartford offers with pay rates for Dispatchers in Grafton, Fort Atkinson, Port Washington, Ripon, Horicon and Jefferson. As in the matter of CITY OF HARTFORD (POLICE DEPARTMENT), WERC Case XV, No. 25457 MIA-457, involving the sworn officers of the Hartford Police Department, this arbitrator considers those municipalities which are within a 35 miles radius of Hartford as most comparable, and the other municipalities of secondary comparison. These districts considered most comparable will be shown in Table II.

The Employer in its Exhibit 24 showed that the Union offer of \$5.27 an hour top for the Police Dispatcher would be second highest among the cities listed, and the City offer would put Hartford third in rank.

Among these cities shown in the Employer's exhibit, Hartford in 1978 had the second lowest per capita income. In its list, found in Union Exhibit 11, the Union included the rates for Dispatchers in West Bend and Washington County as well as 13 municipalities including Hartford. In this listing, the Union offer was 6th at the top rate of \$5.27. The City offer was also 6th at the rate of \$4.99.

B. The Union's Position. In commenting on its list of comparable communities, the Union notes that under its proposal for a top rate for Dispatcher, Hartford would rank 6th. The Union contends that the Dispatchers in Hartford are underpaid relative to Dispatchers in comparable municipalities. The Union offer serves to bring the Dispatcher's wage within the range of Grafton, but below Mequon and Germantown. Selection of the Union offer does not change the relative status of Hartford, but will reduce an excessive differential between Hartford and other municipalities.

C. The City's Position. The City contends it has made a reasonable wage offer for the Secretary and Dispatchers. Commenting on its own exhibit, the City says its offer of \$4.99 an hour as the top rate would place the Hartford Dispatchers third highest among the seven communities of similar size in the area which employs Dispatchers. The City offer is 4.2% above the average, whereas the proposed maximum rate of \$5.37 per hour of the Union is 10.0% above the average paid in other communities and would place Hartford second only to Grafton. The City offer, reasonable on its face, is even more reasonable when relative ability of the City to pay is considered.

D. Discussion. The arbitrator has abstracted the following pertinent data from Union Exhibit 11 and Employer Exhibit 24 to find a list of comparable communities within a 35 miles radius of Hartford which can be studied for comparison of rates.

Table II

COMPARISON OF DISPATCHER WAGES IN COMPARABLE COMMUNITIES
WITHIN 35 MILES RADIUS OF HARTFORD, AND RANK

| <u>Municipality</u> | <u>1980 Rate per Hr.</u> | <u>Rank</u> | <u>% Inc.</u> |
|---------------------|------------------------------|-------------|---------------|
| Brown Deer | \$ (1) | | |
| Cedarburg | 4.30 | 9 | |
| Delafield | NA | | |
| Germantown | 5.60 | 2 | |
| Grafton | 5.31 | 4 | |
| Hartland | NA | | |
| Horicon | 4.50 | 8 | |
| Jefferson | 4.15 | 11 | |
| Mayville | NA | | |
| Mequon | 5.44 | 3 | |
| Oconomowoc | 4.69 | 7 | |
| Pewaukee | NA | | |
| Port Washington | 4.85 | 6 | |

(1) Uniform officers act as dispatchers.

Table II continued

| <u>Municipality</u> | <u>1980 Rate per Hr.</u> | <u>Rank</u> | <u>% Inc.</u> |
|---------------------|------------------------------|-------------|---------------|
| Watertown | \$ 4.27 | 10 | |
| Waupun | (1) | | |
| West Bend | 9.02 | 1 | 9.0 |
| Hartford | | | |
| City | 4.99 | 5 | 7.75 |
| Union | | | |
| 1/1/80 | 5.01 | | 8.2 |
| 7/1/80 | 5.27 | | 5.2 |
| Aver. | 5.14 | 5 | |

NA - Information not available

(1) Uniform officers act as dispatchers.

An examination of Table II shows that both offers would place the Hartford Dispatchers in 5th rank with a differential of \$0.15 per hour, averaged over the year. When West Bend, a much larger city, is removed from consideration because of size, the Hartford rank goes to that of fourth among ten municipalities for both offers. The average wage for the ten municipalities including West Bend is \$5.21 per hour; and excluding West Bend, it is \$4.57 per hour.

In reflecting on these data, the arbitrator comes to the opinion that the City offer meets the standard of comparability and reasonableness in that it has an offer relatively high in rank among comparable municipalities where the rate is known; and when the much higher West Bend wage is excluded, the City wage offer is above average.

X. BASE WAGE: COMPARISON WITHIN HARTFORD CITY EMPLOYMENT.

The City provided the following information in Employer Exhibit 27:

Table III

CITY OF HARTFORD POLICE DEPARTMENT BARGAINING UNIT (NON-SWORN)
WAGE INCREASE COMPARED TO CITY EMPLOYEES, 1978 - 1980

I. Police Unit (Non-Sworn)

A. City Offer:

| <u>Classification</u> | <u>1978 Avg. Hourly Wage</u> | <u>1980 Avg. Hourly Wage</u> | <u>Increase</u> |
|-----------------------|--------------------------------------|--------------------------------------|-----------------|
| Secretary | \$4.89 | \$5.68 | \$.79 (16.2%) |
| Dispatchers | 4.29 | 4.99 | .70 (16.3%) |

B. Union Offer:

| <u>Classification</u> | <u>1978 Avg. Hourly Wage</u> | <u>1980 Avg. Hourly Wage</u> | <u>Increase</u> |
|-----------------------|--------------------------------------|--------------------------------------|-----------------|
| Secretary | \$4.89 | \$5.77 | \$.88 (18.0%) |
| Dispatchers | 4.29 | 5.27 | .98 (22.8%) |

C. Other Employee Increases:

| <u>Classification</u> | <u>1978 Avg. Hourly Wage</u> | <u>1980 Avg. Hourly Wage</u> | <u>Increase</u> |
|-----------------------|--------------------------------------|--------------------------------------|-----------------|
| Public Works Unit | \$6.27 | \$7.27 | \$1.00 (15.9%) |

The City says that the wage package offered by the City to the Secretary and Dispatchers results in a two year percentage increase which is slightly higher than that negotiated with the public works employees, whereas the Union offer results in a significantly higher increase. The City says that there is no justification for breaking the negotiated pattern through arbitration, and if the Union position is selected, it would likely disrupt bargaining in the future. The City is likely to be whipsawed by various units through arbitration.

Discussion. The arbitrator finds that the City offer to the Secretary of the Police Department and the Dispatchers is more nearly comparable to the wage increases obtained by the public works employees than is the offer of the Union. The matter of the possibility of altering the City bargaining stance in the future, while to be considered, is secondary to the factor of comparability.

XI. COST OF LIVING.

A. According to Union Exhibits 17 A and B, the Consumer Price Index for June 1980 for the Milwaukee Metropolitan Area for Urban Wage Earners and Clerical Workers stood at 255.2, or a rise of 16.3%. According to Union Exhibit 18, the change in the national CPI-W from 1/1/70 to 12/31/79 was 23.6%, and the change in the Milwaukee Index for the CPI-W from 12/1/77 to 11/30/79 was 28.0%. In its Exhibit 19 the Union made a projection that from 12/1/77 to 12/1/80 the percent increase will have been 49.1%. Here the Union used a 1% per month increase from July 1980 through November 1980, an annual increase which is below the experience already being felt by the consumer.

Union Exhibits 25, 26, 29 and 30 provided data on the real spendable earnings of the Secretary and Dispatcher classifications from January 1978 to November 1980 using the Union projections of advances in the CPI from July through November 1980. An abstraction of these data is as follows:

Table IV

TOP RATE FOR POLICE SECRETARY AND POLICE DISPATCHER, JANUARY 1978 TO JULY 1980 AND REAL SPENDABLE EARNINGS (PROJECTED AFTER JULY 1980)

| <u>Year</u> | <u>Month</u> | <u>Secretary</u> | | <u>Dispatcher</u> | |
|-------------|--------------|------------------|------------------------------|-------------------|------------------------------|
| | | <u>Wage</u> | <u>Real Spendable Income</u> | <u>Wage</u> | <u>Real Spendable Income</u> |
| 1978 | Jan. | 821.60 | 446.13 | 698.22 | 379.13 |
| 1979 | Jan. | 913.29 | 452.99 | 796.92 | 395.27 |
| 1980 | Jan. | | | | |
| | City Offer | 984.07 | 408.39 | 858.68 | 365.35 |
| | Union Offer | 1077.56 | 447.19 | 861.92 | 357.70 |
| 1980 | July | | | | |
| | City Offer | 984.07 | 377.88 | 858.68 | 329.73 |
| | Union Offer | 1077.56 | 413.78 | 906.92 | 348.26 |

Union Exhibit 22 showed that in 1979 the Dispatcher classification had a net loss in wages of 8.05% and the Secretary classification had a net loss in wages of 9.01% for 1978-79 when compared to the increase in the CPI in the Milwaukee area.

B. The Union's Position. The Union states that its exhibits show that there has been a dramatic decline in the actual purchasing power of the Secretary and Dispatchers as a result of inflation.

C. The City's Position. The City notes that the cost of living has recently surged upward, something which happens from time to time, and workers thereupon modify their consumption. Using the CPI has certain deficiencies in it in measuring the actual market basket and housing costs, especially in small communities. However the City's offer to the Secretary and Dispatchers continues them in a favorable wage situation even though Hartford has the highest property taxes and relatively low incomes. Further inflation is likely to be affecting all employees in the area similarly. There is no justification then for further enhancing the already favorable position held by the Dispatchers and the Secretary. When the economy of the area experiences real growth, wages and benefits will resume real growth.

D. Discussion. The evidence is very clear that the Union offer more nearly conforms to the statutory guideline concerning the changes in the cost of living than does the Employer's offer, and that the real spendable income of the employees will decline throughout the year.

XII. OVERALL COMPENSATION. No major comparisons of the overall compensation with Secretaries and Dispatchers in other police units were provided. A comparison of the information furnished on fringe benefits in Joint Exhibit 1 and Employer's Exhibit 28 in which the benefits of the Secretary and Dispatcher can be compared with those in the public works unit of Hartford show that the benefits of both types of employees are similar. The City in commenting on the subject of overall compensation argues that under its offer wages would be above average. The City offers longevity and worker's compensation differential pay up to four months of lost time due to duty-incurred injury. It offers hospitalization and major medical insurance

up to \$95.59 per month for family coverage and up to \$43.00 per month toward a single premium. It also will pay any rate increases of this type during 1980. The City makes the entire contribution to the Wisconsin Retirement Fund on behalf of the employees. The City offers nine paid holidays and up to 25 days vacation after 24 years of service.

The Union has opposed the comparison of the present contract of the Police unit with that of the public works unit in that the public works unit contract was settled in a period when conditions were much different than now.

Discussion. The arbitrator has no means of judging the benefits of the Hartford Police Secretary and Dispatchers with similar classifications in other departments in comparable municipalities. The City is offering fringe benefits to the Secretary and Dispatcher similar to those obtained for public works employees in the City employment.

XIII. WORKER'S COMPENSATION. The Union proposes to change Article XIV, Section 14.01 to provide full pay for a period of six (6) months from the current payment of four months. The present contract reads: "14.10 Employees are entitled to Workers' Compensation coverage. The Employer shall pay to employees eligible for Workers' Compensation payment for temporary partial or temporary total disability the difference between their regular pay and the amount paid by Workers' Compensation for such purposes for a period of not to exceed four (4) months, provided however, that for purposes of this Article only, employees shall be regarded as eligible for Workers' Compensation for temporary, partial or temporary total disability from the first day of any disability, notwithstanding the provisions of Section 102.43 Wisconsin Statutes."

The Union in its Exhibit 13 listed a number of municipalities in the vicinity of Hartford most of which offered to pay in their Police Department's Worker's Compensation Differential Pay up to one year or more. However the contracts entered in the exhibit covered only sworn officers. Employer Exhibit 28 is a copy of the 1979-1980 agreement between Local 1432 and the City covering the public works employees. Section 15.01 of this agreement provides as follows:

"15.01 When an employee is on Worker's Compensation, he shall continue to receive his regular wages as follows: The first four (4) months shall be without deductions from sick leave credits. After said four (4) months the difference between the compensation payment and his regular salary shall be deducted from his sick leave credits."

The City says that the overriding concern for it is that the fringe benefit for the various Hartford bargaining units remain as uniform as possible. The City says there is no compelling evidence to warrant a change achieved through arbitration. There is no experience to indicate that the current benefit is insufficient.

The Union states that its offer meets the standard of comparability under the statute.

Discussion. The arbitrator in judging which offer better meets the standard of comparability here must determine whether to give internal consistency within the Hartford City government or comparability between Police Department employees (mostly sworn) the greater weight. The arbitrator believes that the greater weight in this instance should be given to comparison between Police Departments, and since the non-sworn employees here are under the same contract as the sworn employees of Hartford, the weight of comparability attributed to the sworn officers must also be attributed to the non-sworn employees. The Union offer more nearly meets the standard of comparability as between departments, and therefore the weight falls to the Union in the matter of Worker's Compensation.

XIV. SICK LEAVE - RETIREE'S PAYOUT. The Union is proposing to change Article XIII, Section 13.07 to provide a payout of 35% instead of 10% in the current contract. The contract currently reads:

"13.07 PAYOUT-RETIREMENT OR DEATH: Employees shall receive ten per cent (10%) pay of all unused sick leave credits under seven hundred thirty-six (736) hours at retirement or death. Employees shall have the option of converting the ten per cent (10%) pay-out amount to a cash balance to be left with the City to pay health insurance premiums after retirement in accordance with the provisions of Section 15.05."

The parties for this agreement have altered Section 13.06 by agreeing that employees who have accumulated the maximum sick leave shall at the end of each year receive one half of one day's pay for each unused eight hours, or eight and one half hours in the case of Dispatchers, of sick leave in excess of 736 hours.

The same feature of payout for all unused sick leave in excess of the maximum accumulation at the rate of one half pay is found in the public works agreement (Emp. Ex. 28).

No other exhibits relating to the comparability of this request for the Police Secretary and Dispatchers was presented. Certain contracts presented reveal that the payout for sick leave for sworn officers varies substantially from no payout to 100% payout.

The Union says that it is asking for this benefit for the non-sworn as well as the sworn employees of the department as an improvement of an existing benefit, the improvement being asked being comparable to payouts where such features exist in other contracts.

The City states that it has already agreed to increase the annual payout for persons who have reached the maximum accumulation, and that this proposal of the Union is increasing to 35% a payout of unused sick leave from 10%. The present benefits of the Union are the same in this respect as enjoyed by other City employees, and there is no justification for further improving the payout benefit.

Discussion. Lacking comparisons between benefits received by non-sworn police department employees, the arbitration must rely on the comparison of the offers with the internal circumstances inside the City employment. Here the City offer is more comparable for the reason noted above. The weight of this factor goes to the City.

XV. CHANGES DURING THE PENDENCY OF THE PROCEEDINGS. The Consumer Price Index has continued to rise, the Milwaukee CPI-W standing at 263.2 for September 1980 which is a 15.1% increase above the preceding year. This factor favors the Union offer.

XVI. OTHER FACTORS. The arbitrator notes here the unusual feature that non-sworn officers and sworn officers are under the same contract, but in a resolution of an impasse over the contract, the sworn officers proceed under Section 111.77 of the Wisconsin Statutes, while the non-sworn officers proceed under Section 111.70 which provides for mediation and arbitration in an impasse. These matters, however, have been considered by this arbitrator as independent of one another. The matter of whether a provision which affects both groups may have been found in favor of one and not in favor of another is to be considered, but must not prevail if other factors predominate. Each matter has been considered on its own merits with respect to the statutory factors to be weighed.

XVII. SUMMARY. To summarize the conclusions and opinions of the arbitrator, the following is presented:

1. The factors of the lawful authority of the Employer to meet either offer is not at issue here, and there are no issues arising out of the stipulations of the parties.

2. The weight of the factor on the interest and the welfare of the public and the financial ability of the Employer to pay falls to the City. The City has the ability to pay, but it has a relatively high tax rate, and some of its major private employers have laid off employees.

3. With respect to base wages, the arbitrator holds the opinion that the City offer meets the standard of comparability and reasonableness in that it has an offer relatively high in rank among comparable municipalities, and the City offer is above average when the substantially higher rate of West Bend is excluded.

4. In comparison with base wages of employees other than sworn officers in the City's employment, the arbitrator finds that the offer of the City for Police Secretary and Dispatchers is more nearly comparable to the wage increases obtained by the public works employees.

5. The evidence is that the Union offer more nearly conforms to the statutory guideline concerning changes in the cost of living than does the Employer's offer.

6. The arbitrator has no means of judging the benefits of the Hartford Police Secretary and Dispatchers with similar classifications in other departments in comparable municipalities. The City's offer of fringe benefits to these classifications is similar to those obtaining for public works employees in the City employment.

7. In the matter of Worker's Compensation, the Union offer more nearly meets the standard of comparability than does the City offer.

8. In the matter of Payout-Retirement or Death, the City offer being more comparable to the existing condition prevailing among public works employees, and also the City having agreed to increase the benefits for unused sick leave, the arbitrator therefore finds that on the grounds of comparability and reasonableness, the weight of this issue goes to the City.

9. Concerning the changes during the pendency of the hearing, since the CPI continues to rise, the Union offer more nearly meets this statutory guideline than does the City offer.

10. Of the foregoing matters, the arbitrator considers the matter of the tax effort of Hartford, the basic wage, the continuing change in the price index, the issue on worker's compensation, and the payout on retirement or death as major matters. In three of these matters, the weight lies with the City (interests of the public, basic wage comparability and payout on retirement or death). The weight in the other matters lies with the Union offer. The arbitrator considers the single weightiest matter is that of comparability of base wage although it results in a decline of spendable income. The new agreement covering Police Secretary and Police Dispatchers should therefore include the final offer of the City.

Although during the pendency of the proceedings the changes in the Consumer Price Index are increasing rapidly and portend still higher increases, the arbitrator in weighing this factor, believes that he should consider the conditions prevailing as of the end of the last contract as the proper method for making a comparison on the Consumer Price Index. Using this standard, the arbitrator believes that the City offer, even though it is not comparable in the matter of the changes in the cost of living, on the whole meets the statutory criteria more closely than the Union offer because of the other factors involved which have been described above. Changes in the cost of living during 1980 can be a subject when new negotiations commence.

XVIII. AWARD. The new agreement between Local 1432-A, WCCME, AFSCME, AFL-CIO, and the City of Hartford covering wages, hours and working conditions of the Police Secretary and Dispatchers should include the final offer of the City.

Frank P. Zeidler

FRANK P. ZEIDLER
ARBITRATOR

November 25, 1980