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WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

 Arbitration
 of
 CITY OF PORTAGE
 (POLICE DEPARTMENT DISPATCHERS)
 and
 TEAMSTERS UNION, LOCAL NO. 695
 re
 1984 & 1985 Wage Increase
 WERC Case XIV, No. 33421
 MED/ARB-2781

ARBITRATION AWARD

Arbitrator James L. Stern

Decision No. 21864-A

ISSUE

The sole issue in dispute is whether the wages of the dispatchers shall remain the same in 1984 and 1985 as they were in 1983 in accordance with the final offer of the City, or shall the wages be increased by 30¢ an hour effective January 1, 1984 and by an additional 30¢ an hour effective January 1, 1985 in accordance with the final offer of the Union.

INTRODUCTION

Teamsters Union Local 695, hereinafter called the Union, being unable to resolve its dispute with the City of Portage, hereinafter called the Employer, petitioned for mediation/arbitration on June 12, 1984 pursuant to Section 111.70(4)(cm)6. Mediation by the WERC was unsuccessful and final offers were exchanged on July 11, 1984. On August 9, 1984, the WERC, appointed the undersigned as the mediator/arbitrator after being informed by the parties that they had selected him. The hearing scheduled by the mediator/arbitrator for September 28,

1984 was cancelled on September 27. Further efforts by the parties to resolve the matter were unsuccessful and on February 8, 1985 the mediator/arbitrator also was unsuccessful in mediating the dispute.

On February 8, 1985, following the unsuccessful attempt to mediate the dispute, the arbitrator held the arbitration hearing. The Employer was represented by Vytas P. Salna, Attorney; the Union was represented by Michael Spencer, Business Representative. The parties submitted exhibits and testimony and concluded with oral arguments, waiving written briefs.

DISCUSSION

The Union case rested on the argument that its offer was closer to the settlement made with other city employees than the Employer offer. The Department of Public Works employees and other members of the Police Department represented by the same Union had negotiated raises of 20¢/hour effective January 1, 1984 and 30¢/hour effective January 1, 1985.

The Employer argued that the dispatchers are overpaid compared to dispatchers in other cities and introduced wage information from four other cities in support of its claim. The Employer also introduced a letter from the Business Representative of the Union to a local union representative in which he said that Portage dispatcher wages "are in the ballpark" and said "we should probably accept what the City has offered." (City Exhibit #1). The offer referred to in this letter was the 20¢/30¢ offer made to and accepted by other groups.

The Employer did not argue that wage increases of dispatchers usually follow the pattern set by the other larger groups but claimed that in these negotiations the dispatchers should forego the wage increase because their wages were already high compared to the wages of other dispatchers.

The arbitrator will select the Union offer in this dispute because he believes that internal comparisons are of primary importance. The evidence concerning other cities, although fragmentary, would have buttressed the Employer argument if its final offer had been the 20¢/30¢ offer it made to the other groups. If the Employer final offer had been 20¢/30¢ it would have been supported by both internal and external comparisons. In that event, the Union claim of 30¢/30¢ would have been rejected.

Given that the Employer final offer is 0¢/0¢, the arbitrator believes that he must choose the Union 30¢/30¢ offer because it is far closer to the 20¢/30¢ settlement of the other bargaining units with which the Employer bargains. Finally, it should be noted that the parties have stipulated that a portion of the 30¢ wage increase will be applied to the insurance package so that the actual wage increase in 1985 will be only 26¢ rather than the 30¢ figure referred to throughout this award.

AWARD

After full consideration of the testimony, exhibits and arguments of the Employer and the Union, and with due regard to the criteria listed in Section 111.70(4)((cm)7 of the Wisconsin Statutes, the mediator/arbitrator selects the *final offer of the Union.*

3/5/85

March 5, 1985

James L. Stern

James L. Stern
Mediator/Arbitrator