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WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

ARBITRATION OPINION AND AWARD

In the Matter of Arbitration )  
 )  
 Between )  
 )  
 TOWN OF MOUNT PLEASANT )  
 POLICE DEPARTMENT )  
 )  
 And )  
 )  
 MOUNT PLEASANT POLICE/FIRE )  
 DISPATCHERS' UNION )  
 \_\_\_\_\_ )

CASE 7  
 NO. 36520  
 MED/ARB-3830  
 Decision No. 23793-A

Impartial Mediator-Arbitrator

William W. Petric  
 1214 Kirkwood Drive  
 Waterford, WI 53185

Hearings Held

September 8, 1986  
 Mount Pleasant, Wisconsin

Appearances

For the Employer

TOWN OF MOUNT PLEASANT  
 By Robert A. Beezat  
 Administrator  
 6126 Durand Avenue  
 Racine, WI 53406

For the Union

MOUNT PLEASANT POLICE/FIRE  
 DISPATCHERS' UNION  
 By E. Sue LePat  
 President  
 3418 Durand Avenue  
 Racine, WI 53406

## BACKGROUND OF THE CASE

This is a statutory interest arbitration proceeding between the Town of Mount Pleasant Police Department and the Mount Pleasant Police/Fire Dispatchers' Union, with the matter in dispute the terms of a two year renewal labor agreement covering calendar years 1986 and 1987. The dispute involves a bargaining unit comprising certain civilian and non-supervisory positions within the City's Police Department, and the parties basically differ with respect to the appropriate wage levels for those in the unit for the two years in question.

After preliminary contract renewal negotiations between the parties had failed to result in a new agreement, the Union on February 11, 1986, filed a request for mediation-arbitration in accordance with Section 111.70 of the Wisconsin Statutes. A preliminary investigation and mediation by a member of the Wisconsin Employment Relations Commission Staff failed to result in a settlement, after which the Commission, on June 25, 1986, issued certain findings of fact, conclusions of law, certification or results of its investigation, and an order directing mediation-arbitration. The undersigned was selected by the parties to serve, and was appointed by the Commission to act as mediator-arbitrator on July 8, 1986.

Unsuccessful preliminary mediation took place on September 8, 1986, after which the parties moved directly into the interest arbitration hearing on the same date. All parties received a full opportunity at the hearing to present evidence and argument in support of their respective positions, and each closed with the submission of post-hearing briefs, after which the record was closed effective September 12, 1986.

## THE FINAL OFFERS OF THE PARTIES

The final offers of the City and the Association were submitted on May 22 and May 30, 1986, respectively, and each is incorporated by reference into this opinion and award. The parties differed basically with respect to the wage scales for full and for part time employees holding the Clerk/Dispatcher & Clerk Typist and the Clerk classifications for 1986 and 1987.

The final offer of the Employer provides principally as follows:

### Full Time Clerk/Dispatcher & Clerk Typist Classifications

<u>1986</u>	<u>Start</u>	<u>After 1 yr</u>	<u>After 2 yrs</u>	<u>After 3 yrs</u>
Annual	\$14,082	\$14,767	\$15,452	\$16,137
1947 hrs	\$7.23	\$7.58	\$7.94	\$8.29
2080 hrs	\$6.77	\$7.10	\$7.43	\$7.76

<u>1987</u>				
Annual	\$14,575	\$15,284	\$15,993	\$16,702
1947 hrs	\$7.49	\$7.85	\$8.21	\$8.58
2080 hrs	\$7.01	\$7.35	\$7.69	\$8.03

### Clerk Classification

<u>1986</u>	<u>Start</u>	<u>After 1 yr</u>	<u>After 2 yrs</u>	<u>After 3 yrs</u>
Annual	\$12,409	\$13,012	\$13,616	\$14,219
2080 hrs	\$5.97	\$6.26	\$6.54	\$6.84

<u>1987</u>				
Annual	\$12,843	\$13,467	\$14,093	\$14,717
2080 hrs	\$6.17	\$6.47	\$6.78	\$7.08

Part Time Wage Scale

Dispatchers hired prior to 10/1/85:

1986 - \$7.37  
1987 - \$7.63

Dispatchers hired after 10/1/85:

	<u>Start</u>	<u>After 2080 hrs</u>
<u>1986</u>	\$6.23	\$6.74
<u>1987</u>	\$6.43	\$6.98

Shift Premium - To be increased to 10¢, 11¢ and 12¢ per hour, with the entire premium included in the above rates for full time employees, and no longer paid as a separate item.

Longevity Pay - For those hired prior to 10/1/85 will be continued at the rate of \$20.00 per month after five (5) years of service and \$30.00 per month after ten (10) years of service. Remainder of longevity pay for those hired prior to 10/1/85 is included in the above salaries for full time Clerk/Dispatcher and Clerk Typist salaries. Longevity pay will not be added for employees hired after 10/1/85.

The final offer of the Association provides principally as follows:

Clerk/Dispatcher & Clerk Typist Classifications

	<u>Start</u>	<u>After 1 yr</u>	<u>After 2 yrs</u>	<u>After 3 yrs</u>
<u>1986</u>	\$15,128	\$15,770	\$16,413	\$17,055
<u>1987</u>	\$16,160	\$16,802	\$17,445	\$18,087

Clerk Classification

	<u>Start</u>	<u>After 1 yr</u>	<u>After 2 yrs</u>	<u>After 3 yrs</u>
<u>1986</u>	\$12,438	\$13,041	\$13,644	\$14,248
<u>1987</u>	\$13,166	\$13,811	\$14,456	\$15,100

Part Time Dispatcher Classification

	<u>Start</u>	<u>After 2080 hrs</u>
<u>1986</u>	\$6.25	\$7.38
<u>1987</u>	\$6.62	\$7.82

THE STATUTORY CRITERIA

The merits of the dispute are governed by the Wisconsin Statutes, which in Section 111.70(4)(cm)(7) direct the Mediator-Arbitrator to give weight to the following factors:

- a) The lawful authority of the municipal employer.
- b) The stipulations of the parties.
- c) The interest and welfare of the public and the financial ability of the unit of government to meet the costs of any proposed settlement.
- d) Comparisons of wages, hours and conditions of employment of the 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 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 of 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, holiday and excused

- time, insurance and pensions, medical and hospitalization benefits, and continuity and stability of employment, and all other benefits received.
- 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, or arbitration or otherwise between the parties in the public service or in private employment."

POSITION OF THE UNION

In support of its contention that the Union's final offer is the more reasonable of the two before the Arbitrator, it cited a variety of considerations and argument, and it offered certain observations with respect to various exhibits and arguments of the Employer.

- (1) That the Union had shown considerable sacrifices in its agreement to change health benefits for those in the bargaining unit: that health coverage had been a major consideration to the Union, but that it had agreed to certain changes for the purpose of helping the town financially; that the current health care plan offered by the Town would reduce benefits and require cost contributions by employees; that the previous health care option was not offered by the Town, even with employees paying any/all of the costs.
- (2) That the negotiations history shows that the Union has acted reasonably, in that it has offered concessions to extend the life of the agreement, with incremental increase, and that the Town could have met the Union's proposal without the full cost.
- (3) In connection with compensatory time, it cited the fact that the Town had agreed to increase the maximums from sixteen to twenty hours and to apply them on a time and one half basis, but it also argued as follows:
  - (a) That the same increase was also given to other bargaining units in the Town which had compensatory time provisions, and had received the time at a time and one-half rate; that the Dispatchers had been receiving the compensatory time on a straight time basis.
  - (b) That while moving to time and one-half was a concession by the Town, it was not of equal weight with the Union's concessions regarding health care.
- (4) Contrary to the arguments of the Town regarding the part-time dispatchers and the clerk classifications, that the Union's offer is reasonable.
  - (a) That the Union's proposal for the part time dispatcher's pay increase is solely applicable to part-time dispatchers hired prior to October 1, 1985; that the Union is not

proposing removal from or addition to the rates for part-time dispatchers hired after this date.

- (b) That the Union is asking a 4% increase in 1986 and a 6% increase in 1987 for the clerk classification; that the 1987 increase is justified on the basis of the increasing duties that have been added to her workload since her hire date.
- (5) In connection with ability to pay considerations, that the Town of Mount Pleasant is the second largest township in Wisconsin, with the Town of Caledonia the largest.
- (a) That Mt. Pleasant is ranked first on the property evaluation list among towns in the state of Wisconsin.
  - (b) That the town is among the twenty highest in property value among all villages, cities, and towns, and that it has the lowest assessed tax dollar mill rate among those cited in the Union's comparisons.
  - (c) That the Union's exhibits reference the fact that the Town is developing and growing at a high rate.
  - (d) That the Town's exhibit citing high unemployment in Racine County is disproportionately impacted upon by fluctuations in employment at the American Motors Corporation facilities in Kenosha, which employs thousands in the Racine area.
- (6) That the Town's exhibits citing historic wage increases for Mt. Pleasant Dispatchers over the past five years, must be considered in light of certain other factors.
- (a) That the Police Dispatchers have traditionally been grossly underpaid over a period of several years.
  - (b) That the Town did not follow through and complete the increase process to get the dispatchers within the appropriate median salary base range.
  - (c) That percentage figures alone do not fairly indicate the dispatcher salary situation: that Patrol Officers did not require as large increases to remain at the median level within a comparison group; that larger percentage increases are required for Dispatchers to get them to a competitive level; that the alleged 8.3% increase for the Dispatchers was actually a 5% increase with certain prior benefits rolled into the total.
- (7) That the Town's Exhibit C at page 10 indicates certain internal comparisons between the police, the fire, the highway, and the sewer employees units; that three of the four bargaining units have kept the longevity benefit as it is, while the fire department has kept the maximum amount at the 1986 levels. That the Town would eliminate

shift differentials for dispatchers.

- (a) That the Town's proposal would radically change the longevity benefits for dispatchers by, in essence, eliminating it by rolling it into the base salary.
  - (b) That the dispatchers do not receive normal breaks or lunch breaks, due to the type of work, whereby the radio is required to be manned at all times. That alternatives for the lack of breaks and lunches have been considered, whereby the dispatchers would receive a shift differential
- (8) That Town Exhibit D, page 11, compares settlements within comparable municipalities with union agreements, but it is misleading because it deals with percentage increases rather than with dollars and cents figures. That it would require a larger percentage increase for those holding the dispatcher classifications in the bargaining unit, due to their lower base earnings.
- (9) That Town Exhibit A at page 3 refers to maximum salary and benefits package comparisons, but it overstates the median base wage for dispatchers.
- (a) That the employees were being paid at a 2080 hour rate in 1983 and 1984, and not at a 1947 hour rate as indicated for 1985 and 1986.
  - (b) That the Town has elevated the costs to appear that the employees would be receiving more than any other dispatchers used in the comparisons.
  - (c) That no dispatchers would be eligible for the maximum longevity amount during the term of the renewal agreement.
  - (d) That the projected costs of health and dental coverage must be reduced to reflect the reduced cost of current benefits due to changes in health coverage.
  - (e) That the bottom line of the comparisons is that the employees in the bargaining unit are competitive in benefits but low in wages.
- (10) On an overall basis, that the main issue in these proceedings is base wages, and that the Mt. Pleasant dispatchers are the lowest paid on the basis of base wages.
- (a) That in looking to the benefits package, the bargaining unit is comparable with the median packages elsewhere.
  - (b) That in looking to internal comparisons, the Union is being asked to concede on longevity benefits, when other bargaining units have kept this benefit intact.
  - (c) That the shift differential, which was designed to offset the lack of breaks would be eliminated under the Town's offer.

- (d) That the Town has the ability to meet the cost of the Union's proposal.
- (e) That the Town's 8.3% increase cost is not accurate, as it does not reflect a lowering of benefits in other areas; that the Town is really offering only a 5% increase.
- (f) That all other Town bargaining units receive basically the same benefits, but they also receive a base rate which is competitive with comparable municipalities for similar services.
- (g) Rather than looking merely to percentage wage increase data, that the Arbitrator should also look to dollars and cents comparisons, due to the low base which has historically existed for dispatchers.
- (h) That the graph depicted in Union Exhibit A shows that the Mt. Pleasant dispatchers receive substantially less than the wages paid dispatchers in comparable municipalities. That adoption of the Union's final offer would appropriately raise the wages paid to a level near the median among comparable municipalities.

On the basis of all of the above considerations, the Union submits that it has established the appropriateness of its final offer, and it requests the adoption of this offer by the Arbitrator.

POSITION OF THE EMPLOYER

In support of its contention that the final offer of the Town of Mount Pleasant is the more appropriate of the two final offers before the Arbitrator, the Employer emphasized a variety of arguments.

- (1) It preliminarily emphasized that the three major arguments advanced by the Union were that the base salaries of those in the bargaining unit were low as compared to other comparable municipalities, that the Town could easily afford to pay more, and that the Union had made significant concessions in the area of health insurance that favored the selection of its final offer. It urged that these arguments should be unpersuasive for a variety of reasons.
  - (a) That while salaries were somewhat low, they constitute only one area of compensation.
  - (b) In connection with ability to pay more, that the Town had suffered a \$4,000,000 decline in equalized assessed property evaluation between 1980 and 1985, and that the Union arguments based upon tax rates in comparable communities were meaningless, because they were based upon assessed value rather than equalized assessed value. It emphasized that Union submitted data showed that Town of Mount Pleasant property was assessed at approximately 97%, versus Greendale and Franklin ratios of 17.07% and 24.17% respectively; assessment ratios in other comparable communities were not shown.

- (c) That health insurance concessions were not major items during the negotiations, and were agreed upon by the parties prior to going to arbitration; indeed that five of six full time employees have already selected a new HMO option which provides greater benefits than previous plans.
  - (d) That certain changes in handling compensatory time did not constitute major changes.
- (2) That many factors must be taken into consideration in determining employee compensation, which is consistent with the statutory criteria.
- (a) That total costs for both salaries and benefits must be compared.
  - (b) That internal comparisons with other Mount Pleasant Unions must be considered.
  - (c) That external comparability must be addressed, including the 1986-1987 settlements in comparable communities.
  - (d) That internal comparisons must be considered in light of movements in the Consumer Price Index.
- (3) That when the factors referenced in (2) above, are considered in light of the evidence and data presented at the hearing, it is clear that the Town's final offer is both fair and equitable, and that it takes into consideration more of the arbitral criteria referenced in Section 111.70(4)(cm)(7) of the Wisconsin Statutes than the Union's final offer.

In summary, that the final offer of the Town is supported by many factors, and that when the many factors are considered, particularly the total cost of compensation and salaries and benefits, the Town's offer should be adopted by the Arbitrator.

#### FINDINGS AND CONCLUSIONS

For the purpose of weighing the relative merits of the two final offers, it will be preliminarily noted that each of the parties is contemplating larger wage increases for the full time Dispatchers than for others in the bargaining unit, although they differ in the amount of the percentage increase. An overview of the final offers of the parties consists of the following.

- (1) In the case of full time Dispatchers, the Employer is offering wage increases approximating 8.3% and 3.5% for 1986 and 1987, while the Union is requesting increases for the two years approximating 14.4% for 1986 and 6.0% for 1987. The Union claims that the Employer's offer for first year increase for full time Dispatchers is closer to 5% than 8.3%.
- (2) In the case of full time Clerks and part time Dispatchers, the Employer is offering increases of approximately 3.75% for 1986 and 3.5% in 1987. The Union is seeking increases of 4% and 6% for the two years for full time Clerks and part time Dispatchers.



Each of the parties has presented evidence and argument in support of their respective positions, and each has cited various of the statutory criteria in support of the adoption of their final offers, primarily emphasizing comparisons, the overall level of compensation and ability to pay. For the purpose of clarity, the Impartial Arbitrator will separately address each of the statutory criteria.

#### The Comparison Criteria

While the legislature did not prioritize among the various arbitral criteria provided in Section 111.70 of the Wisconsin Statutes, it is quite clear that comparisons of various kinds are normally the most persuasive of the statutory criteria. Those comparisons emphasized by the parties in these proceedings include wage comparisons with comparable employees working for Caledonia, Franklin, Greendale, Muskego, and Oak Creek, and wage comparisons within other units within the Town of Mount Pleasant.

Basically, the Employer alleges that its final offer is competitive with respect to the wage increases granted by comparable employers, with the wage levels paid by these employers, and with the increases applied in other bargaining units within the Town of Mount Pleasant. The Union argues that the Arbitrator should not place primary attention on the percentage increases for the years in question, but rather should focus upon the actual dollar increases, due to the fact that those in the bargaining unit were making less money than their counterparts outside or inside of the Town of Mount Pleasant. The Union submits that the adoption of its final offer would bring those in the bargaining unit to a competitive level within the median range, among the external comparables, and would better meet the statutory comparison criterion than would the Employer's final offer.

When an arbitrator is faced with historical differences in annual wage rates, with some employers operating as wage leaders, some paying at the average, and others paying below average ranges, he or she will frequently consider this wages history in weighing the persuasive value of these comparisons. The difficulty in resolving comparisons with historic differences in wages is addressed in the following excerpts from the venerable but still excellent book by Irving Bernstein: 1./

"The last of the factors related to the workers is wage history. Judged by the behavior of arbitrators, it is the most significant consideration in administering intra-industry wage comparison, since the past wage relationship is commonly used to test the validity of other qualifications. The logic of this position is clear: the ultimate purpose of the arbitrator is to fix wages, not to define the industry, change the

beneath the surface. For example, the cost to an employer of a particular rate increase granted by others in the industry may be, in part, converted into an additional holiday. Or, in an industry dominated by a large firm, small employers may delay before putting the same wage change into effect. It is probable that deviations in time are more common than those in amount."

\* \* \* \* \*

"The intraindustry comparison is the most persuasive. In fact, arbitrators almost invariably subscribe to the principle of wage parity between firms in an industry. When this criterion comes into conflict with others, usually a plea of financial adversity, the intraindustry comparison prevails. Certain types of cases, however, are outside its application -- those involving industry wide bargaining and the wages leader. This is because neither provides a base for comparison purposes.

The execution of the parity principle to those situations to which it is applicable is beset with difficulties....There are also several worker-oriented difficulties: differences in the content of jobs, in the methods of wage payment, in the regularity of employment, and in fringe benefits. In resolving these problems, arbitrators rely most heavily upon wage history. If the parties have in the past instituted wage changes in the same amount and at the same time as the base unit, neutrals are reluctant to disrupt the tandom. Faced with opposite factors, they tend to reach the reverse conclusion."

On the basis of the above, the Impartial Arbitrator will observe that the fact that those in the bargaining unit have received lower annual wages than their counterparts working for the municipalities of Caledonia, Franklin, Greendale, Muskego, and Oak Creek would normally provide persuasive justification for adopting a final offer that would bring them into the average or median annual range of pay among the comparables. When the parties have historically adopted a wage differential, however, the intraindustry comparisons are not always as persuasive, and an arbitrator will hesitate to disturb such historic negotiated relationships in the absence of very persuasive reasons!

While the Union is quite correct that historic wage differences have apparently existed as between dispatchers for Mt. Pleasant and those employed by comparable communities, it must also be recognized that the Mt. Pleasant Dispatchers have enjoyed superior fringe benefits, particularly in the area of health and dental coverage. Whether and if certain changes in 1986 and 1987 coverage are fully reflected in Employer Exhibit A was questioned by the Union, but no alternative statistics were submitted in support of the challenge. The Employer, on the other hand, suggested that five of six employees in the unit had actually elected superior HMO coverage, versus that previously provided.

Despite the arguments of the Union relative to alleged historic wage inequities within the full time Dispatcher classification, this proceeding cannot properly be a reconsideration or relitigation of the wage rates previously negotiated between the parties, and previously paid to the employees. The record would suggest that the parties have actively or tacitly historically traded off certain wage levels for a higher level of fringes, and the 1985 statistics on the Town's Exhibit A, indicate that the cost per hour worked for full time Dispatchers in Mt. Pleasant was \$13.45 versus a 1985 median among Caledonia, Franklin, Greendale, Muskego, and Oak Creek of \$13.39. These data certainly do not support a finding of any significant 1985

discrepancy, when measured on the basis of the overall level of compensation. The same exhibit indicates that adoption of the Union's final offer would bring full time Dispatchers in the unit to an average annual wage of \$336 below the median while the Employer's offer would bring them to \$1254 below the median; on a cost per hours worked basis, the Employer's offer would bring those in the unit to \$14.11 per hour versus a 1986 median of \$14.18, while the Union's offer would increase the cost per hour to \$15.13.

Consideration of the above data indicates persuasively to the Arbitrator that the parties have negotiated past settlements for full time Dispatchers that have resulted in lower than average annual wages for those in the bargaining unit, but that they have also provided total wages and benefits packages that were relatively competitive on a cost per hours worked basis. Even if the Union's arguments with respect to the actual average of the 1986 wage increase is accepted, there is no major dispute in the record with respect to the Employer's computations relative to the actual cost of hours worked. It simply is undisputed that the full time Dispatchers in Mt. Pleasant work fewer hours and get a higher level of fringe benefits than do their external counterparts. When the overall costs of employment are considered, it is apparent to the Arbitrator that the projected costs of employment of \$14.11 per hour under the Town's 1986 proposal is much closer to the median figure of \$14.18 than is the \$15.13 per hour cost under the Union's final offer.

In next addressing the comparison criterion in relationship to the wage levels for full time Clerks and part time Dispatchers, the Arbitrator will note that the basic comparisons offered and argued by the parties were internal rather than external. In this connection, it seems quite clear that the Employer's overall offer of wage increases approximating 3.75% in 1986 and 3.5% in 1987 are more compatible with the increases agreed upon or applied in other units within the Town of Mt. Pleasant; Employer Exhibit C shows increases of 3.75% and 3.25% within the police unit for 1986 and 1987, increases of 3.5% and 3.5% for the two years within the fire unit, increases of 3% and 3% and 2% and 2% within the highway and sewer units, and a single 4½% increase for non-represented and management employees in 1986, after no increase in 1985. The Union proposed wage increases approximating 4% and 6% for the two years would be significantly above the increases granted to other Mt. Pleasant employees.

On the basis of all of the above, the Impartial Arbitrator has concluded that when the external comparisons are considered in light of the parties' wages history with respect to full time Dispatchers, they clearly favor the adoption of the Employer's rather than the Union's final offer. The Employer's, rather than the Union's final offer, is also persuasively indicated, by consideration of the internal comparisons within the Town of Mt. Pleasant.

#### The Overall Level of Compensation Presently Received By the Employees

The legislature has provided that arbitrators must consider the overall level of wages and benefits received by employees involved in interest arbitration proceedings, rather than allowing the proceedings to be determined by consideration of isolated or singular wages or benefits. Each of the parties presented arguments citing this arbitral criterion.

The Union urged arbitral consideration of recent concessions in health care coverage, cited the folding-in of shift differentials for Dispatchers, urged consideration of the fact that Dispatchers receive neither normal breaks nor lunch breaks, and challenged certain data advanced by the Employer in support of its determination of an 8.3% 1986 wage increase for full time dispatchers.

The Employer urged that the health care concessions were not major items during the negotiations process and it submitted that when wages and the overall level of benefits were considered, that its final offer was the more appropriate of the two before the Arbitrator.

Regardless of the size of the 1986 and 1987 wage increases, the overall level of compensation is reflected in the Employer's Exhibit A which was addressed above. When the cost of employment is reduced to cents per hour, and is compared with similar costs for other employers, it is apparent that the overall levels of compensation are comparable. Accordingly, consideration of the overall level of benefits criterion favors the adoption of the Employer's, rather than the Union's final offer.

#### The Ability To Pay Criterion

The ability to pay criterion is generally cited as a negative criterion, with an employer typically urging a lower than normal settlement due to restricted ability to pay. Indeed, ability to pay may be the sole determining factor, regardless of other criteria, where a public employer is absolutely bereft of the ability to fund any increases in wages and benefits. Where difficulty of payment is alleged rather than inability to pay, however, this criterion normally must give way to other criteria such as external comparisons.

In the situation at hand, the Union argued that the Employer had the ability to fund significant increases, by virtue of the fact that it ranked particularly high in property evaluation, and the fact that it was growing rapidly. The Employer disputed the arguments of the Union, submitting it had suffered a decline in equalized assessed property evaluation between 1980 and 1985, and disputing the significance of certain figures advanced by the Union.

There is no argument in the case at hand that the Employer would be unable to fund the implementation of either of the parties' final offers, and the Arbitrator simply cannot ascribe determinative importance to consideration of the parties' ability to pay arguments.

#### The Remaining Arbitral Criteria

While the parties emphasized the above referenced statutory criteria, the Arbitrator has carefully examined all of the remaining statutory criteria, but has found that none can be assigned determinative importance in these proceedings.

#### Summary of Preliminary Conclusions

As addressed in greater detail above, the Impartial Arbitrator has reached the following summarized, principal preliminary conclusions.

- (1) Consideration of the external comparables in light of the parties' wages history, with particular reference to the cost per hour of full time Dispatchers, strongly favors the adoption of the Employer's, rather than the Union's final offer.
- (2) Consideration of internal comparisons, relative to increases accorded other units within the Town of Mt. Pleasant clearly favors the adoption of the Employer's, rather than the Union's final offer.
- (3) Consideration of the overall level of compensation received by those in the bargaining unit, favors the adoption of the Employer's, rather than the Union's final offer.

- (4) The parties' arguments and evidence relating to ability to pay cannot be assigned determinative importance in these proceedings.
- (5) A careful consideration of all of the remaining arbitral criteria shows that none can be assigned determinative importance in these proceedings.

Selection of Final Offer

After a careful consideration of the entire record before me and following a careful consideration of all of the statutory criteria, the Arbitrator has determined that the final offer of the Town is the more appropriate of the two final offers.


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1./ The Arbitration of Wages, University of California Press, Berkeley and Los Angeles, 1954, pp. 66 and 108.

AWARD

Based upon a careful consideration of all of the evidence and argument, and all of the various arbitral criteria provided in Section 111.70 of the Wisconsin Statutes, it is the decision of the Impartial Arbitrator that:

- (1) The final offer of the Town of Mt. Pleasant is the more appropriate of the two final offers before the Arbitrator.
- (2) Accordingly, the Town's final offer for 1986 and 1987, hereby incorporated by reference into this award, is ordered implemented by the parties.

  
WILLIAM W. PETRIE  
Impartial Arbitrator

November 3, 1986