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WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

Arbitration *
of *
WISCONSIN PROFESSIONAL POLICE *
ASSOCIATION/LAW ENFORCEMENT *
EMPLOYEE RELATIONS DIVISION, *
LOCAL 178, RHINELANDER CITY *
EMPLOYEES *
and *
CITY OF RHINELANDER *
re *
WERC Case 67 No. 47955 *
INT/ARB - 6589 *
* * * * *

INTEREST ARBITRATION AWARD
Decision No. 27391-A

ISSUES

The unsettled issues are the wage increases for 1992 and 1993. The City final offer raises wages by 3.75% in each year of the two year Agreement. The Association offer raises wages by 2% on January 1, 1992, 3% on July 1, 1992, 3% on January 1, 1993 and 2% on July 1, 1993.

INTRODUCTION

The negotiations for a new collective bargaining agreement for 1992 and 1993 of the City of Rhinelander, hereinafter called the City, and the Wisconsin Professional Police Association/Law Enforcement Employee Relations Division, Local 178 Rhinelander City Employees, hereinafter called the Association, commenced on May 7, 1992. Unable to reach agreement on all issues, the Association petitioned for arbitration on August 21, 1992. A staff member of the Wisconsin Employment Relations Commission certified that an impasse had been reached and the Commission issued an order initiating arbitration on September 15, 1992. The parties selected an arbitrator from the panel furnished to them by the WERC and it issued an order appointing the undersigned as arbitrator on October 6, 1992.

The arbitration hearing was conducted in Rhinelander, Wisconsin on December 15, 1992. Appearing for the City was Philip I. Parkinson, City Attorney; appearing for the Association was Richard T. Little, Business Agent, WPPA/LEER. Written post-hearing briefs were postmarked to the arbitrator on January 29, 1992.

BACKGROUND & ARGUMENTS OF THE PARTIES

The differences that separate the party are very small. The Association proposal increases compensation more than the City proposal over the two years by slightly less than \$3500, a figure that represents about 1.4% of the 1991 total compensation budget, excluding the cost of step increases (Calculated from Association Exhibits 11, 13, 16 and 18). The form of the increases also differs with the Association proposing split year increases which provide a greater lift than is provided under the City proposal.

There are eleven employees in the bargaining unit, four of whom are civilian police radio operators. four are clerical employees and the others are a custodian, meter maid and meter maintenance/animal shelter worker. There is no more than one person in each classification except for the classification of Police Radio Operator I which has three employees.

The "internal" comparables are the police, firefighter and public works units. The police unit is in arbitration. The final offers of the City and the Association representing the police unit are the same as the offers in this dispute. The fire department, public works department and non-union employees have received the same increase in 1992 as is being offered in this dispute under the City proposal.

The parties agree on the "external" comparables (page 6 of City Brief and Exhibit 5 of Association Brief). These externals include Oneida County and eleven

cities in northern Wisconsin with populations ranging from approximately three thousand to twelve thousand. Rhinelander, with a population of about 7400 in 1991 ranked seventh in 1991 (Assoc. Ex. 5).

The City is the Oneida County seat and, according to the City, the County is the primary external comparable. In its brief, the City states that employees of the City and County are "working side-by-side and doing identical work in the same small community." (City Brief, p. 5). In 1990, the 911 dispatch duties which had been performed by the City were moved to the County and are now performed by County dispatchers.

The Association argues that its offer is preferable to the City's when one compares the average wage of dispatchers of the comparables which have 1992 wage settlements. In support of this claim it states in its brief that Rhinelander dispatchers make approximately \$170 a month less than the average under the Association proposal and that the City offer "produces an even more dismal result." (Assoc. Brief, p.9).

The City argues that its dispatchers would earn \$1445.28 a month in 1992 under its offer and that this exceeds the \$1431.85 a month that Oneida County dispatchers would receive during the last six months of 1992 after the second half of the split 1992 wage increase was effective. The City argues also that, under its proposal, the City's favorable position relative to Minocqua (another city in Oneida County) would be maintained. The City also states that the relative superiority of its wages extends as well to the secretary/clerk comparisons.

Association Exhibits 24 and 25 show the percent increases in wages of the comparables in 1992 and 1993. In 1992, according to those exhibits, seven of the comparables granted higher increases than the City proposed while only four

granted lower increases. In 1993, six of the comparables had granted higher increases and only one had settled for less than the City offer.

In its brief, the City stressed the importance of the settlements of the internal comparables and Oneida County. The Association, in turn, cited the comparison with those of the twelve external comparables that had settled in 1992 and, in some instances, in 1993.

DISCUSSION

The arbitrator believes that the parties should have delayed the arbitration of this dispute until they had received the results of the arbitration of the police unit. Clearly the closest comparable for the four civilian dispatchers is the uniformed staff of the police department. If the results of that arbitration were known, the parties probably would have been able to settle this dispute without going to arbitration.

If the arbitrator in the police department arbitration selects the final offer of the City, then, all three units, firefighting, public works and police, will receive the 3.75% that the City is offering to this unit. In that event, this arbitrator would have selected the City offer in this dispute. On the other hand, if another arbitrator had selected the Association offer in the Police Department dispute, this arbitrator also would have selected the Association offer in this dispute.

If the statute permitted me to fashion an award, rather than choosing one of the final offers, I would tie the award in this dispute to the settlement reached in the police officer dispute. I believe that such a decision would make more sense than selection of either final offer. Since I am not empowered to make such an award, I can only hope that, in the future, the parties will delay a decision on this unit until the police unit has reached a settlement. In that

way, unless some factor arises which suggests the wisdom of treating the two unit differently, it will be possible to keep the two units in tandem.

Absent the Police Department settlement, this arbitrator finds that both offers meet the statutory criteria equally well. If one were to give greater weight to the comparisons with the other comparables, than to the comparisons with the County and the other City units, the Association offer would be preferable. However, the arbitrator finds the comparisons with the units in the comparable cities to be less relevant than the comparisons with the other City units and with Oneida County.

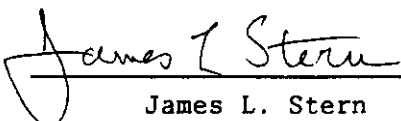
Furthermore, just as this arbitrator and many other arbitrators frown on attempts by employers to select small and relatively less powerful units of a city as pattern setters, so also does he believe that, absent other factors, it is equally improper to reward the unit which settles late by granting it a settlement in excess of the amount gained by the units which have already settled.

AWARD

With due consideration of the statutory criteria and the exhibits and arguments of the City and the Association, the arbitrator finds for the reasons explained above that the City offer is preferable.

Therefore, the arbitrator selects the final offer of the City and orders that it and the stipulations be placed into effect.

2/10/93
February 10, 1993


James L. Stern
Arbitrator