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STATE OF WISCONSIN
BEFORE THE ARBITRATOR

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the Matter of the Petition of

TEAMSTERS UNION LOCAL NO. 695

To Initiate Arbitration
Between Said Petitioner and

Case 18
No. 49587 INT/ARB-6975
Decision No. 27806-A

CITY OF PLATTEVILLE

APPEARANCES

Susan Love on behalf of the City
Marianne Goldstein Robbins on behalf of the Union

On October 4, 1993 the Wisconsin Employment Relations Commission appointed the undersigned Arbitrator pursuant to Section 111.70(4)(cm) 6 and 7 of the Municipal Employment Relations Act in the dispute existing between the above named parties. A hearing in the matter was conducted on December 7, 1993 in Platteville, WI. Briefs were exchanged by the parties and the record was closed by December 24, 1993. Based upon a review of the foregoing record, and utilizing the criteria set forth in Section 111.70(4)(cm) Wis. Stats. the undersigned renders the following arbitration award.

ISSUE

The instant impasse is over a 1993 wage reopener in the parties' collective bargaining agreement. The City proposes a 37 cents per hour increase effective January 1, 1993, and the Union proposes a 9 cents per hour increase effective December 31, 1992 and 36 cents per hour effective January 1, 1993.

UNION POSITION.

It has often been held that the goal of interest arbitration is to replicate the result which the parties would achieve through voluntary collective bargaining. Arbitrators have frequently considered the terms of a tentative agreement as persuasive proof of the likely outcome of voluntary

negotiations and, therefore, a measure of an offer's reasonableness (Citations omitted)

Here, the parties reached a tentative agreement in April, 1993. The terms of that agreement are the same as those proposed by the Union in this proceeding. This bargaining history is persuasive evidence that the Union's proposal is within the parties' expectations for a voluntary settlement.

External comparables also support the reasonableness of the Union's offer. In this regard, the Union's proposed external comparables are more appropriate than the City's. Both parties have identified several communities as comparables, including Grant County, Whitewater, and Middleton. The remaining comparables proposed by the Union are more proximate to Platteville than the comparables proposed by the City. Proximity is perhaps the most widely recognized criterion for selection of comparable communities because employees are in the same labor market and because they usually experience similar economic conditions. (Citations omitted)

In contrast, the City's remaining proposed comparables are all in the northern half of the State, including a number of suburban Milwaukee communities. Though the City has attempted to bolster its proposed comparables by assigning comparability factors for population, property taxes, local tax assessed value, location, and size, and by combining these numbers into a total. However, the overall total numerical value of these factors is meaningless since a low ranking in one factor can balance a high ranking in another factor, to provide a misleading total value. In addition, the City has failed to provide other information concerning fringe benefits for its proposed comparables. Thus, it is impossible to determine whether wage rates below Platteville's are offset by more generous fringe benefits.

Many arbitrators have recognized that comparisons with those performing similar duties in comparable communities is the most persuasive factor in selection of a final offer. (Citations omitted) In this regard the record demonstrates that Platteville dispatchers earn less than dispatchers in comparable communities. The Union's offer comes closer to maintaining Platteville dispatchers within the pay range provided by other municipalities, albeit at the low end. The top step proposed by the Union would be below that of every comparable identified by the Union by a minimum of 14 cents per hour. In contrast, under the City's offer, the gap between Platteville and the next lowest paid dispatcher at the top range would be 22 cents per hour.

Even utilizing the comparables proposed by the City, 13 of 17 compensate their top paid dispatchers at above the top Platteville rate. Of the remaining four, two are in the far north part of the State, and one is a northern suburb of Milwaukee

Given the relatively low pay of the Platteville dispatchers, the Union's proposed increase is well supported by the comparables.

In 1992 Platteville police at the top step for patrol officer received a 61 cents per hour increase. General employees in the City also received a 61 cents per hour increase. The dispatchers however received a 52 cents per hour increase.

The parties' tentative agreement and the Union's final offer is designed to rectify that inequity

In addition to the equity adjustment, the Union has proposed an addition 36 cents per hour increase. By comparison, police officers in the City will receive at least a 42 cents per hour increase, which reflects the City's current offer.

To the extent that cost of living data is applicable, it is equally applicable to each of the comparable communities, which compensate their dispatchers at above the rates proposed by the Union. Arbitrators have generally observed that comparisons between similar positions in comparable communities provide a better measure of the extent to which the cost of living and economic decline should be reflected in wage offers. (Citations omitted)

CITY POSITION

Generally arbitrators have relied on the size, staffing and economics of a community as indicators of comparability. After identifying 18 potential comparable communities, the City proposes eight based upon location, tax base, department size, and population

The Union's proposed comparables are not supported by similar data, other than population and the number of dispatchers.

Platteville's dispatchers have enjoyed wage increases in excess of the CPI and in excess of increases enjoyed by the citizens in the community

The record does not indicate a manifest need for the Union's proposed retroactive catch-up. Though the Union argues that pay inequities among

Platteville employees support the need for such a catch-up, the most reliable evidence of comparability should be based on pay received by employees performing similar duties in comparable employment relationships, and such evidence does not support the Union's position. (Citation omitted)

To utilize interest arbitration to retroactively rewrite prior agreements would undermine voluntary settlements

The Union negotiated 1992 wages which, at the time were acceptable. While they may now find the deal they made less attractive, they cannot ask this arbitrator to rewrite the deal.

Further, the 1992 salary does not warrant adjustment. Among the comparables, it was the 3rd highest as a %, and 4th highest in cents per hour.

The City's offer is similar to the 1993 pattern of comparable communities. There is no need for increases similar to the highest of the comparables when the parties have negotiated wages resulting in placement in the middle of the pack.

The City's offer substantially maintains the ranking which the parties have voluntarily established. In fact, the dispatchers will hold the same position in the ranking whether the arbitrator adopts the City's or the Union's offer. The Union has not shown that the City has failed to offer competitive rates or to attract or retain qualified dispatchers

Over the five year period from 1985-1990, increases in salaries of Platteville dispatchers exceeded increases enjoyed by other professional employees, as well as increases received by employees in the private sector.

In addition, the City's offer exceeds the % increase received by the City's administrative and general staff.

The City's offer also exceeds recent increases in the cost of living.

DISCUSSION.

The undersigned will utilize Whitewater and Grant County as comparables based upon the fact that they were proposed by both parties. In addition, the following communities will be utilized as external comparables based upon the relative size of the employee workforce, geographical location, size of the community, and relative separateness from larger urban areas
Prairie Du Chien, Tomah, Sparta, Burlington, and Portage

An analysis of the 1993 wage data pertaining to these external comparables indicates that on January 1, 1993 the maximum rate for dispatchers ranged from \$9.36/hour to \$11.10/hour, with an average of \$10.32/hour; that the average 1993 increase was 4.25%, and that the average cents per hour increase for 1993 was \$.43/hour. The increase data did not include Portage since the record did not include data enabling the undersigned to calculate the value of the increases granted in Portage.

The foregoing indicates that though the City's offer, in percentage terms (4%) is closer to the norm among the external comparables, the Union's proposal is closer to the comparable norm both in terms of the actual hourly wage and the value of the increase in terms of cents per hour.


Because the rates of dispatchers in the City are so close to the low end of the comparable range and so below the comparable norms, the undersigned believes that the Union's proposal should be adopted. This is particularly true since it is very close to the average cents per hour increase granted in comparable communities

Based primarily upon the foregoing considerations, and in view of the fact that consideration of other statutory factors does not negate the significance of the foregoing findings, the undersigned hereby renders the following.

ARBITRATION AWARD

The Union's final offer shall be incorporated into the parties' collective bargaining agreement.

Dated this 5th day of January, 1994 at Madison, WI.


Byron Yaffe
Arbitrator