BEFORE THE ARBITRATOR

In the Matter of the Arbitration of an Impasse Between

VILLAGE OF WEST MILWAUKEE

and

WISCONSIN PROFESSIONAL POLICE ASSOCIATION/LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION

Decision No. 28716-A

Appearances:
Thomas W. Tollaksen, Village Attorney, for the Municipal Employer.
Richard Little, Bargaining Consultant, for the Labor Organization.

ARBITRATION AWARD

The above-captioned parties selected, and the Wisconsin Employment Relations Commission appointed (Case 35, No. 53816, INT/ARB-7922, Dec. No. 28716-A, 5/11/96) the undersigned Arbitrator to issue a final and binding award, pursuant to Sec. 111.70(4)(cm)6 and 7 of the Municipal Employment Relations Act, resolving an impasse between said parties by selecting either the total final offer of the Municipal Employer or the total final offer of the labor organization, sometimes referred to herein as the Association. The petition initiating this proceeding was filed by the Association on February 7, 1996.

A hearing was held in West Milwaukee, Wisconsin, on July 31, 1996. No transcript was made. Briefing was completed on September 17, 1996.

The collective bargaining unit covered in this proceeding consists of all regular full-time and regular part-time employees of the West Milwaukee Village Clerk's Department, Municipal Court Clerk, and the West Milwaukee Police Department Dispatchers and Clerks. There are approximately 11 employees in this unit.

The parties are seeking a collective bargaining agreement for 1996 and 1997.

THE FINAL OFFERS:

The Association's final offer would:

Increase all hourly wage rates by 3.5% beginning on January 1, 1996, and again on January 1, 1997.

The Municipal Employer's final offer would:

1) Increase all hourly wage rates by 43 cents beginning on January 1, 1996, and again on January 1, 1997.
2) Provide that all employees, except those covered by the Family Health Plan, must pay for any increases in premiums over 1995 rate by a payroll deduction.
3) Provide that time on sick leave, compensatory leave and vacation shall not be included in calculating overtime.
4) Provide that Dispatchers' schedules must reflect departmental policy.

DISCUSSION:

The Arbitrator has found the presentations of the parties in this case particularly unhelpful in reaching the determination of which final offer to select.

It seems clear that the Municipal Employer is mainly concerned with addressing tax burdens which are clearly disproportionately high. An important element of its strategy is adherence to a voluntary state program referred to as the Expenditure Restraint Program. This adherence, in turn, provides rationale for much of its final offer. The Municipal Employer's reasoning is not difficult to follow in this respect. However as the Association observes, it is apparently grounded upon the Municipal Employer's willingness to support personnel costs rather than its ability to do so. The record does not refer at all to other measures that might be considered to affect savings or how such measures may be prioritized.

On the other hand, given the tax burden and tax base data provided to the Arbitrator, and the incentives for voluntary adherence to Expenditure Restraint Program consisting of additional state aids, the appeal of such adherence is conspicuous.

The data in the record, although considerably less comprehensive than is preferable for such a determination, seem to indicate that the percentage wage increases offered by the Municipal Employer do not compare favorably among those provided by similarly situated public employers to comparable employees. However, the resulting wage rates will maintain these employees among the highest paid in the communities to which comparisons are made. The undersigned Arbitrator strongly prefers, as more

revealing, the comparison of actual compensation to the comparison of percentage changes.

However if, as the Association contends, the Municipal Employer's offer on health insurance is unacceptable because it drastically undermines the compensation of the employees, or because it represents a violation of arbitral policies against certain drastic revisions by arbitration, the otherwise acceptable wage offer of the Municipal Employer must be rejected.

Under the parties' 1995 collective bargaining agreement the Municipal Employer paid the total premium of the Family Health Plan HMO rate, whereas employees paid $5.00 and $10.00 per month of the single and family health premiums, respectively, for CompCare and WHO HMO coverage. All of the covered employees elected coverage by CompCare or WHO. The cost of such coverage is likely to increase materially during 1996 and 1997, and the Municipal Employer would have the employees fund those increases, unless they elect coverage by the Family Health Plan. The record does not disclose the basis for past coverage selections by the employees or what, if any, deficits of coverage occur under the Family Health Plan. The Municipal Employer's brief describes it as "full health insurance coverage at no cost to the employees."

The Association, on the other hand, opposes this proposed health insurance provision on theoretical grounds. Its argument, which is bolstered by appropriate citations to authority and is quite conventional, emphasizes the absence of specific evidence justifying such an unnegotiated departure from the status quo. It asserts that "no legitimate problem exists that can justify the Employer (sic) final offer" in this respect.

The Arbitrator concludes that the Municipal Employer's health insurance offer is obviously an aspect of its strategy regarding tax burden and tax base in the Village. It is simply an economy measure and there is no strong basis for disallowing such an economy measure if there is no evidence that it will diminish the protection of the employees. Put another way, under the Municipal Employer's offer the employees may continue to purchase whatever additional benefits they have perceived in the other plans; and the Arbitrator is unable, based on the evidence, to justify these unspecified benefits being purchased by the Municipal Employer.

Moreover, the undersigned Arbitrator does not view the Municipal Employer's offer in this respect a the type of "fundamental language" modification as is generally contemplated by the doctrine upon which the Association relies. This item is mainly economic and the offer would redistribute the costs of certain elections by the employees.

The Municipal Employer has submitted no evidence or argument in support of the remaining two items of its offer. The Association argues, that "It is unclear how these

changes will benefit the employees in the bargaining unit," and the Arbitrator cannot but agree. The Arbitrator would observe, however, that these changes appear to be both conventional and relatively innocuous.

Thus, the Arbitrator has been presented with two final offers both of which are unconvincingly supported relative to one another, or even standing alone. Nevertheless a selection must be made.

AWARD

On the basis of the foregoing, and the record as a whole, and the factors specified by the Municipal Employment Relations Act for such selections, the undersigned Arbitrator selects and adopts the total final offer of the Municipal Employer.

Signed at Madison, Wisconsin, this 13th day of November, 1996.

Howard S. Bellman
Arbitrator