



STATE OF WISCONSIN
BEFORE THE ARBITRATOR

In the Matter of the Petition of

CITY OF SHAWANO (UTILITIES)

Case 27

No. 53849 INT/ARB-7925

Decision No. 28736-A

To Initiate Arbitration
Between Said Petitioner and

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS LOCAL UNION 158

APPEARANCES:

On Behalf of the Employer: Dennis W. Rader, Attorney, and
Bridget Amraen, Research Paralegal - Godfrey and Kahn, S.C.

On Behalf of the Union: Naomi E. Soldon, Attorney - Previant,
Goldberg, Uelmen, Gratz, Miller & Brueggeman, S.C.

I. BACKGROUND

The City, on February 22, 1996, filed a petition with the Wisconsin
Employment Relations Commission wherein it alleged that an impasse existed
between it and the International Brotherhood of Electrical Workers Local
Union 158 in their collective bargaining, and it further requested the
Commission to initiate arbitration pursuant to Sec. 111.70(4)(cm)6 of the
Municipal Employment Relations Act. A member of the Commission's staff
conducted an investigation in the matter and submitted the report of the results
to the Commission.

On May 30, 1996, the Commission ordered the Parties to select an
arbitrator to resolve their dispute. The undersigned was selected and appointed
on June 24, 1996. A hearing was held on January 10, 1997, at which evidence
was submitted. Post-hearing briefs were filed and exchanged. Subsequently

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reply briefs were filed and exchanged March 24, 1997. Thereafter, the record was closed.

II. ISSUES AND FINAL OFFERS

At the time their final offers were submitted, there were three outstanding issues. They were wages, drug and alcohol policy, and pay for the receptionist. By the time of the hearing the only unresolved issue was the amount of the wage increase for 1996 and 1997.

The Employer's final offer calls for a 3 percent across-the-board increase in each year of the contract. The Union's final offer calls for a 3.75 percent increase in each of the contract years. The Parties also differed on the ancillary issue of which employees should be considered comparable for purposes of applying relevant statutory criteria--111.70.70(4)(cm)(7r)(d).

III. APPLICABLE STATUTORY CRITERIA

STATUTORY CRITERIA TO BE UTILIZED BY THE ARBITRATOR RENDERING THE AWARD

The criteria to be utilized by the Arbitrator in rendering the award are set forth in Section 111.70(4)(cm), Wis. Stats., as follows:

7. 'Factor given greatest weight.' In making any decision under the arbitration procedures authorized by this paragraph, the arbitrator or arbitrator panel shall consider and give the greatest weight to any state law or directive lawfully issued by a state legislative or administrative officer, body, or agency which places limitations on expenditures that may be made or revenues that may be collected by a municipal employer. The arbitrator or arbitrator panel shall give an accounting of the consideration of this factor in the arbitrator's or panel's decision.

7g 'Factor given greater weight.' In making any decision under the arbitration procedures authorized by this paragraph, the arbitrator or arbitration panel shall consider and shall give greater weight to economic conditions in the jurisdiction of the municipal employer than to any of the factors specified in subd. 7r.

7r. 'Other factors considered.' In making any decision under the arbitration procedures authorized by this paragraph, the arbitrator or arbitration panel shall also give weight to the following factors:

- a. The lawful authority of the municipal employer.
- b. Stipulation of the parties.

- c. The interests and welfare of the public and the financial ability of the unit of government to meet the costs of any proposed settlement.
- d. Comparison of wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes performing similar services.
- e. Comparison of the wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes generally in public employment in the same community and in comparable communities.
- f. Comparison of the wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes in private employment in the same community and in comparable communities.
- g. The average consumer prices for goods and services, commonly known as the cost of living.
- h. The overall compensation presently received by the municipal employes, including direct wage compensation, vacation, holidays and excused time, insurance and pension, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
- i. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- j. 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, arbitration or otherwise between the parties, in the public service or in private employment.

IV. ARGUMENTS OF THE PARTIES (SUMMARY)

A. The Employer

First, it is the position of the Employer that its selection of comparable utilities is most appropriate for determination of this dispute. They submit a primary and secondary list of comparables consisting of geographically proximate and similar-sized utilities. The primary comparables include: Antigo (City), Bellevue (Town), Clintonville Utilities, Little Chute (Village), New London Utilities, Oconto (City), and Waupaca (City). The secondary comparable group includes: Plymouth Utilities, Sturgeon Bay Utilities, Sheboygan Falls Utilities, and Waupun Public Utilities. They note the primary comparables are geographically located within a 40-mile radius of the Employer and that the secondary comparables are located within 100 miles of Shawano. They believe these to be comparable in size, geographic proximity, and similarity of the services provided.

In contrast, the Employer argues that the Union submitted a selection of comparables from around the state without regard to size, customers served, or it seems, for any other reason. Moreover, the Union has offered no evidence with respect to the number of electrical customers each comparable serves, nor did it offer any information with respect to the size of the utilities except that the utilities were within 100 miles from the Employer and the number of bargaining members ranging from 6 to members under 40. Thus, the Employer concludes the Union has failed to provide any reliable information or consistent rationale in support of its comparables and its pool demonstrates the grossest example of comparable shopping. The Union also did not include New London and Bellevue as comparables because they are not unionized. However, the Employer contends the statutory criteria does not distinguish between organized and nonorganized units. Moreover, arbitrators have supported the utilization of non-organized comparables. They provide citations in support of this argument. The Employer is also critical of the Union's comparisons because they involved only three of the nine positions occupied by bargaining unit members. These positions are lineman, meter reader, and clerk, and they represent only 6 out of the 13 employees in the bargaining unit. WPS, another comparable relied on by the Union, is rejected by the Employer since it is much larger and a private employer.

In addressing the merits of their proposal, the Employer offers a number of arguments. First, they contend their proposal is reasonable in light of the local economy and customer utility base. It is noted in this regard that their offer is consistent with the cost of living. In contrast, the Union's offer far exceeds the percentages of the CPI. Second, the Employer contends that its

offer provides its employees a competitive wage and benefit package. It is noted that the Employer is facing health insurance increases of 7.5 percent for 1996 and 12.5 percent for 1997. Thus, on a total package basis, the Employer's offer exceeds the CPI. When all benefits are included, it is clear that the employees are well compensated. Indeed, they contend the Employer does not have a problem with recruiting or retaining personnel.

The Employer maintains, next, that the Union has failed to meet its burden to justify its excessive wage demands. Data is offered purporting to show that the Utility's wages are already among the top of the comparables. The Billing Clerk/Receptionist ranks at the top of the primary comparable pool with rates of pay at least \$1.70 over the average. Regarding the Foreman position, the Utility's Foreman rank first, at \$4.51 over the average for the Line Foreman and close to \$2 above the average for the Water Foreman in the primary group. The Utility also ranks first for its Journeyman Lineman position in the primary comparables and third among the secondary comparables. The Employer's Operator position ranks at the top for both sets of comparables and is close to \$2 above the average. For the Serviceman/Meter Tester position, Shawano ranks second to New London Utilities but ranks at least \$3 above the average considering the primary comparables. It ranks third to New London and Sturgeon Bay among the secondary comparables and has an above-average rate of \$2.55. For the Meter Reader position, Shawano ranks second to Little Chute, with an above-average rate at \$1.06 among the primary comparables. When reviewing its position with the secondary pool, it ranks third to Sturgeon Bay and Little Chute but its hourly rate is still above the average.

In terms of the amount of the wage increase, the Employer contends it is comparable with other municipalities. For Lineman, the Employer's 3 percent wage increase increases to a \$.52 increase for 1996 and \$.54 for 1997. Employees in the primary group on average received \$.58 per hour in 1996 and \$.50 in 1997. For Foreman, the Employer's \$.59 and \$.50 increases for 1996 and \$.60 and \$.52 for 1997 are above the average hourly increase received by both comparable pools. In contrast, the Union's hourly increases are clearly the highest offered by any of the comparables. For Water/Sewer Operator, the Employer's \$.45 and \$.46 increases for 1996 and 1997 are above the average paid to all comparable municipalities. The Union's increase, again, is higher than any other comparable with the exception of Bellevue. For Meter Reader, the Employer's offer of \$.43 per hour is comparable to other employees. The Union's offer of \$.53 and \$.55 exceeds the primary comparable average of \$.42 in 1996 and \$.35 in 1997.

The Employer notes that the statute directs the Arbitrator to grant the greatest weight to economic conditions. In this regard they direct attention to

local city and county collective bargaining settlements which, with one exception, range between 2.3 percent and 3.0 percent. Similarly, the statewide data shows that Utility employees are paid above average in comparison to employees around the state performing similar tasks. All other positions, with the exception of the Service Man/Meter Tester position, are between \$1.54 to \$4.18 per hour above what is paid to private-sector employees around the state.

B. The Union

The Union also addresses the issue of comparables at the outset, contending that its comparable set is the only valid comparable group. This is because the Union's comparables are all full-service public utility providers in communities similar in size to Shawano and within a 100-mile radius of Shawano, and thus, only the Union's comparables provide a reliable basis for evaluating the reasonableness of the Parties' final offers. The Union views the Utilities of Clintonville, Kaukauna, Oconto Co-op, Central Wisconsin Co-op, Algoma, Kiel, Marshfield, Medford, Plymouth, Sheboygan Falls, Sturgeon Bay, Two Rivers, Waupun, and Wisconsin Rapids are the appropriate comparables. These are comparable based on size of the work force and geographic proximity. The City's comparables include only two utilities, and only one of those is unionized. They argue that arbitrators agree that non-unionized comparables are entitled to little, if any, weight. They provide citations urging that New London should be disregarded as a comparable. As for other employers in the City's comparable group, they suggest that it is not possible to directly compare Shawano's electrical workers with the general city workers of Antigo, Bellevue, Little Chute, and Waupaca. This is because the cities of Antigo, Bellevue, and Waupaca all receive their utility services from the Wisconsin Public Service Corporation (WPS) whereas Little Chute receives utility service from the Utility Commission City of Kaukauna. Moreover, the City's supporting documents contain no contract or wage schedule for any electrical workers employed by the City of Waupaca. Also, the cities of Antigo, Bellevue, and Little Chute have no utility worker positions listed. Since WPS and Kaukauna provide their power, they must be used as comparables for utility workers.

Beyond this, the Union believes the wages of Journeyman Linemen provide the most reliable comparison because those positions exist in nearly all of the comparables communities. Comparisons to other positions are difficult due to the lack of uniformity between municipalities. For instance, some have separate water and sewer positions whereas the Shawano position of "Foreman

(Water/Sewer Department)" encompasses both. Journeyman Lineman is, however, a relatively uniform position.

Against this comparable background the Union contends that only its proposal offers appropriate wages. Their proposal of \$18.05 per hour for Journeyman ranks 12 out of 13. Only the Algoma utility workers earned less in 1996, but only five of Algoma utility's ten employees are unionized. Under the Union's proposed wage increase, the Shawano employees would earn less than the comparables' 1996 average wage rate of \$18.96 and will likewise trail behind all four comparables which have rates established for 1997. Journeyman Linemen in Antigo and Bellevue will make a maximum hourly wage of \$23.26 in both 1996 and 1997, substantially higher than the maximum wage rates in the Union's final offer--\$18.05 for 1996 and \$18.73 for 1997. The Village of Little Chute Journeymen Linemen made \$20.54 per hour in 1996 and will make an average of \$21.15 per hour in 1997. A similar result is apparent for Meter Readers. The Union's proposed \$14.77 rate for Meter Readers places the City's Meter Readers fifth among the six comparables which have rates established for 1996 and second among the four with established 1997 rates.

Looking at the amount of wage increase in comparable employers, the Union believes its offer is more reasonable. The Union's proposed 3.75 percent increase for 1996 is sixth among the 12 comparables. The City's proposed 3.0 percent for 1996 is ninth among the 12 comparables. The Union's proposed 3.75 percent increase for 1997 is the third lowest among the five bargaining units which have an established wage increase for 1997, while the City's proposed 3.0 percent increase is the lowest among those five bargaining units.

Last, the Union contends that the consumer price index does not justify the City's offer. They note that the CPI, however, is only one of several factors that an arbitrator may consider. Furthermore, the City presented no evidence that the CPI in Shawano differs from the CPI in Kiel, Algoma, or Sheboygan Falls, yet those communities all enjoyed wage increases of at least 4.0 percent in 1996. Moreover, the CPI does not support the City's offer. As City Exhibit 9A shows, the average annual CPI rise for Wisconsin's non-metro urban areas was 3.71 percent in 1995 and 3.34 percent in 1996.

V. OPINION AND DISCUSSION

Under the present statutory criteria, the Arbitrator is to give "greater weight" to Factor 7g. ("economic conditions in the jurisdiction of the municipal

employer") than any other of the individual factors listed in sub-paragraph 7r.¹ The individual factors listed in 7r. are the more traditional factors of which comparisons to the wages of similar employees (7r.d.) traditionally has been given greater or greatest weight under previous statutory configurations by parties and arbitrators. Currently the Arbitrator is prohibited from giving greater weight or even equal weight to the so-called "comparables" than the jurisdiction's economic conditions. This directive, however, does not preclude a combination of 7r. factors from being given more weight than Factor 7g. If Factor 7g. was controlling in and of itself and superior to any combination of 7r. factors, there would be no reason to have them listed.

Accordingly, the appropriate starting point is the "economic conditions in the jurisdiction of the municipal employer." The jurisdiction of the municipal employer is the City of Shawano. The statute does not define or give guidance as to the specific economic conditions to be considered. The Employer does, however, under the guise of this factor, direct attention to settlements between Shawano County and its various public-sector unions, two settlements between the City of Shawano and two of its unionized groups and the CPI. It is noted, however, that the cost of living and the wages of other public employees in the same community are distinct and independent factors under 7r. If any one of the factors under 7r. could be used as evidence of local economic conditions, 7g. as an independent factor would be largely diminished if not nullified. A union or employer should not be able to simply say other public-sector settlements in the community are the measure of economic conditions in the jurisdiction. The revision of the statute would have little meaning if 7g. could be subsumed by an 7r. factor. Moreover, a national or broad regional CPI is hardly a micro indication of local economic conditions.

In this case neither the Employer nor the Union offer any independent evidence separate and apart from 7r. factors. This is not to suggest that other public-sector settlements in the same community are not important. It is to say that they cannot be masqueraded as the "factor given greater weight" when it is clearly a subordinate factor under 7r. In the absence of any evidence of economic condition in the City of Shawano, let alone reliable evidence, this case must be decided on the basis of the 7r. factors.

The Parties expended much energy addressing the issue of comparable employers. There is some overlap in their comparable group. They both agree that Clintonville, Oconto, Plymouth, Sturgeon Bay, Sheboygan Falls, and Waupun are comparable. They both, also, first looked to employers within a

¹It is noted that in this case there is no argument from either Party or reliance on Factor 7--the "greatest weight" factor. There is no applicable limitation on the expenditures of the Employer. It is, therefore, irrelevant in this case.

40-50-mile radius and then to employers in a 100-mile radius. However, they chose different utilities within those parameters. The Union based their selection on the size of the bargaining units. The Employer offered this information, along with numbers of customers served and the population of the municipalities. The Employer's group ranges from bargaining units of 6-20, averaging 16. The Union group ranges in size from 8 to 37. It is noted that there are discrepancies in the Parties' data as to the size of the units where they mutually agree on certain comparables.

The Arbitrator believes that the number of employees employed by each utility, along with geographic proximity, is a reasonable indicator of comparability. However, there is a preference for closer rather than further employers. A unique aspect of this case is the variety of positions in the unit, largely due to the fact this utility combines not only electric, but water and sewer as well. Not all utilities have both electric and water. Moreover, there is little uniformity among water positions. This makes solid comparisons difficult. Thus, it seems reasonable from the standpoint of utility and reliability to broaden the comparable group, recognizing that some are within the 50-mile radius and some are within the 50 to 100 mile sphere. The comparable group will be:

Antigo	Plymouth	Kiel
Bellevue	Sturgeon Bay	Marshfield
Clintonville	Sheboygan Falls	Medford
Little Chute	Waupun	Two Rivers
New London	Kaukauna	
Oconto	Central Wis.	
Waupaca	Algoma	

The bargaining unit is comprised of 13 employees in 8 different positions. The breakdown is as follows:

<u>Number of Employees</u>	<u>Job Title</u>
1	Line/Electrical Foreman
3	Lineman
1	Water/Sewer Foreman
2	Water/Sewer Operator
2	Meter Serviceman
2	Meter Readers
1	Clerk/Receptionist
1	Billing Clerk

The Union, as noted by the Employer, offers comparisons for only three of the eight classifications (the Lineman, Meter Reader, and Billing Clerk classifications). The Employer tries to manage comparisons for all classifications. However, this is difficult because there is no broad uniformity in job titles between all utilities. For instance, some are electric utilities only and have no water service. In some cases just the opposite is true. This case is unique because in many other public-sector bargaining units, direct "apples to apples" comparisons are available. For instance, a deputy sheriff is a deputy sheriff; a fire fighter is a fire fighter; a teacher is a teacher; an income maintenance worker is an income maintenance worker; and a truck driver is a truck driver.

The lack of uniformity causes some problems. For instance, the Employer lumps together for comparison purposes Water Foreman and Electric Foreman positions since there are only three Electric Foreman positions in the comparables. This doesn't seem reasonable since generally there is, even in Shawano, significant difference between the wage rate of the Electric Foreman and a Water Foreman. This makes "averages" quite unusable.

It is noted, however, that the wage rates for three Electric Foreman positions ranged from \$17.19 per hour to \$19.17 per hour. Shawano's Electric Foreman was rated at \$19.56 per hour. It is also noted that the Electric Foreman in Shawano enjoys a much greater premium over the Lineman. In 1995 the Shawano Foreman earned \$2.76 more an hour than the Journeyman. In Sturgeon Bay the differential was +\$1.15 per hour. In Plymouth it was +\$.27 per hour, and in Clintonville it was +\$.41 per hour.

There is also difficulty in finding direct comparisons to Shawano's combined Water/Sewer Foreman positions. Only one other comparable (Waupun) has a combined water and sewer department. There are no job descriptions available for all these positions, but it is noted that three positions make reference to "water." Antigo, included in the Employer's comparables, has a separate Chief Water Plant Operator and a Chief Sewer Plant Operator, with the latter being higher rated. It is not clear if they have supervisory responsibilities. Thus, Antigo will not be relied on. For the other Water Foreman positions, the pay in 1995 ranged from \$14.05 to \$16.11. Shawano's Water Foreman received \$16.75.

The Shawano Utility employs two clerical employees: a Billing Clerk and a Clerk/Receptionist. Cookie cutter comparisons are difficult here too. There is some variety in job titles in other employers, and job descriptions are available for only 5 of 14 positions that are arguably comparable. Only two other employers have titles referencing receptionist duties. The 1995 wages in these positions were \$7.06 and \$8 per hour. The Shawano Clerk/Receptionist

receives \$10.88, but the exact mix of clerk (more highly skilled duties) and receptionist duties (less skilled) is not known.

Regarding other office-type job titles, one employer (Plymouth) has three "Office Clerk" classifications which in 1995 ranged from \$11.57 to \$12.62 per hour. Other titles include "Office Secretary," "Billing/Accounting Clerk," and "Utility Billing Clerk." Pay for these positions in 1995 ranged from \$8.48 to \$14.79 per hour. The average utilizing only the top rate in Plymouth is \$11.54 per hour compared to the 1995 rate for the Shawano Billing Clerk of \$11.69.

The Lineman classification, where 3 out of the 13 employees are employed, is one position where it is easier to infer uniformity across employer. In 1995 the wage rate in Shawano was \$17.40 per hour. In the comparables the range in 1995 was \$14.83 to \$20.86.² The average of \$17.83 per hour utilizes the Employer's figures for Sheboygan Falls and Clintonville. The average is \$17.95 per hour using the Union's higher figures for Clintonville and Sheboygan Falls.

Water/Sewer Operator is another position where confidence in the comparisons is shaky because a variety in titles and lack of detail in job descriptions. The Union has no information. The Employer lumps a Water Superintendent and a Laborer in with Operators. Only one utility lists a separate sewer classification. All other classifications are water related only. In any event the 1995 Operator wage rate in Shawano was \$15.02 per hour. The range in the comparable goes from \$10.76 to \$14.72, suggesting the Operator in Shawano is at the top.

The Meter Service position is another job where strong comparisons as to wage levels are not possible. The Union again presents no data. The Employer data lumps into its averages water operator positions, water laborer positions, and operator positions. Where the title or job descriptions suggest that meaningful comparisons are available, the rates in 1995 were \$17.18, \$16.94, \$16.02, \$14.87, \$14.14, \$13.42, and \$11.85. Shawano's rate was \$16.87 in 1995.

One would expect Meter Reader to be a position with some uniformity. Yet there apparently isn't. As a result, the data doesn't allow strong comparisons. For instance, the Employer has listed in this classification the same Class A Operator position in Oconto as was listed for Meter Service, Lineman, and Water/Sewer Operator. Again it lists the same Water Laborer position in Bellevue as used for comparisons in the Service and Water/Sewer Operator classifications. Again, few job descriptions are available. None are

²Oconto is disregarded because the listed rate for Lineman is so far out of line with the norm, and it is the same rate listed for Water/Sewer Operator which suggests it is an error or it involved a hybrid position.

offered by the Union. There isn't great confidence in the data, but lumping the Union's and City's data together, the average is \$13.95 per hour, ranging from \$9.96 to \$17.74. The 1995 Shawano rate was \$14.24.

The foregoing analysis examines the 1995 wage level upon which the Parties' proposed 1996 and 1997 wage increases are based. There are two ways to look at wage proposals: the wage level and the amount of the wage increase (the amount by which the wage level changes). In this case the wage increase is probably more useful because comparing wage levels between positions is more dependent on precise similarities in duties and responsibilities. As noted, this record is lacking in strong "apples-to-apples" comparisons. Wage increases in similar employers tend to be across the board and, as such, are not as affected by differences between individual positions.

The Arbitrator is particularly comfortable with placing greater weight on wage increases than wage levels because the data, such as it is, doesn't suggest that the wages for the bargaining unit as a whole are out of line with the norm. There aren't any great wage disparities which justify an increase greater than the normal wage increase for utility oriented employers in northeastern Wisconsin. Nor is the bargaining unit so far out in front so that it would justify an increase less than the norm. For example, the Clerk and Meter Reader positions are in the middle of the pack, slightly above the average. The Linemen are somewhat below the average, and Meter Service is within the normal range. Although the Foremen positions at the top of their classifications.

The following are the Arbitrator's calculations as to the typical annual wage increase across the various classifications within the comparable employers.

<u>Within 50 Miles</u>	<u>1996</u>	<u>1997</u>
Antigo	3.3%	3.25%
Bellevue	4.1%	N/S
Clintonville	N/S	N/S
Little Chute	3.35%	3.0%
New London	4.35%	3.5%
Oconto City	2.2%	2.2%
Oconto Co-op	3.3%	3.3%
Waupaca	4.4%	3.0%
Kaukauna	3.75%	N/S
Central Wis. Co-op	<u>4.0%</u>	<u>N/S</u>
AVERAGE	3.64%	3.0%

Within 100 Miles

Plymouth	3.75%	N/S
Sturgeon Bay	3.0%	3.25%
Sheboygan Falls	5.5%	5.5%
Waupun	3.5%	3.5%
Algoma	4.5%	4.5%
Kiel	4.0%	3.9%
Marshfield	3.0%	N/S
Medford	3.0%	2.9%
Two Rivers	<u>4.0%</u>	<u>N/S</u>
AVERAGE	3.80%	3.925%

Primary and Secondary Combined Average	3.72%	3.48%
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These calculations show that overall the wage increases for employees providing similar services in geographically proximate employers are closer to the Union's 3.75 percent demand than the Employer's 3.0 percent offer. This is especially true in 1996 in either the primary group or the secondary group or a combination of the two. The Employer's 1997 offer is consistent with the primary group, but the Union's demand is less than the secondary average and closer to the combined average. The edge has to go to the Union for 1997 as well.

When looking at the public-sector settlements within the City of Shawano, the Union's offer is closer to the settlements there. The percentage settlement for the police is not available for 1996. On a dollar basis, it was \$.85 per hour, significantly more than any increase in any classification under either parties' final offer. In 1997 the increase for police employees was 3.4 percent, just over the midpoint (3.375 percent) between the City offer of 3.0 percent and the Union demand of 3.75 percent. The street, park, and recreation settlement was also above the midpoint and, therefore, closer to the Union offer. The 1996 settlement in the street department ranged between 3.2 and 3.5 percent and 3.5 to 3.6 percent in 1997.

The Employer did rely on settlements in the Shawano County bargaining units and the cost of living. However, more weight must be given to settlements with the City and to employees performing similar services in the comparables. Moreover, to the extent the cost of living bears on settlements, it is accounted for in the various settlements in the primary and secondary comparables. Lastly, these more localized, municipal wages are more

meaningful and deserve more weight than statewide averages for the private sector.

In summary, giving consideration and weight to the applicable and relevant statutory criteria, the final offer of the Union is preferred.

AWARD

The final offer of the Union is selected.



Gil Vernon, Arbitrator

Dated this 19th day of May 1997