BEFORE THE ARBITRATOR

In the Matter of the Petition of

CITY OF EAU CLAIRE

For Final and Binding Arbitration Involving
Law Enforcement Personnel in the Employ of

CITY OF EAU CLAIRE

Case 241 No. 57989
MIA-2278

Decision No. 29948-A

Arbitrator James W. Engmann

Appearances:

Mr. Stephen L. Weld, Weld, Riley, Prenn & Ricci, S.C., Attorneys at Law, 3624 Oakwood Hills Pkwy., P.O. Box 1030, Eau Claire, WI 54702-1030, appearing on behalf of the City of Eau Claire.

Mr. Gordon E. McQuillen, Cullen, Weston, Pines & Bach, Attorneys at Law, 122 West Washington Avenue, Suite 900, Madison, WI 53703, appearing of behalf of the Wisconsin Professional Police Association.

ARBITRATION AWARD

The City of Eau Claire (hereinafter City or Municipal Employer) filed a petition on September 16, 1999, requesting the Wisconsin Employment Relations Commission (hereinafter Commission) to initiate compulsory final and binding arbitration pursuant to Sec. 111.77(3) of the Municipal Employment Relations Act for the purpose of resolving an impasse arising in collective bargaining between it and the Wisconsin Professional Police Association/Eau Claire Professional Police Officer's Association (hereinafter Association or Labor Organization) on matters affecting the wages, hours and conditions of employment of law enforcement personnel in the employ of said Municipal Employer.

An informal investigation was conducted by a member of the Commission's staff, which investigation reflected that the parties were at impasse as outlined in their final offers. On August 4, 2000, the Commission ordered the initiation of compulsory final and binding interest arbitration for the purpose of issuing a final and binding award to resolve the impasse existing between the City and the Association. The Commission also ordered the parties to select an arbitrator within ten (10) days after the issuance of its order from the panel of arbitrators submitted to the parties by the Commission. Subsequently, the parties advised the Commission that they had selected James W. Engmann, Madison, Wisconsin, as the arbitrator, and the Commission issued an Order Appointing Arbitrator on August 24, 2000.

On or before August 31, 2000, the parties agreed that hearing in this matter would take place on November 2, 2000. In a letter dated October 10, 2000, the Association notified the arbitrator that it was not prepared to proceed with the arbitration scheduled for November 2, 2000. In a letter dated October 17, 2000, the City objected to the Association's proposed rescheduling, stating that the matter had been scheduled for over a month and there was still two weeks to prepare for the case. The City also noted that the employees in question had not received a pay increase since July 1998. The arbitrator granted the Association's request to reschedule.

Hearing was rescheduled for and held on January 18, 2001, at which time the parties were afforded the opportunity to present witness, offer testimony, submit evidence and make arguments as they wished. The hearing was not transcribed. The parties submitted briefs, the last of which was received on March 19, 2001, and they submitted reply briefs, the last of which was received April 12, 2001, at which time the record was closed. The arbitrator has given full consideration to all the testimony, evidence and arguments of the parties in reaching this Award.

1. FINAL OFFERS

1. **City:**

2. Appendix "A": Increase wage rates 3% effective July 1, 1999, and 3% effective July 1, 2000

2. Appendix "A": Shorten the wage progression for new patrol officers (those hired after July 1, 1999) by relabeling Step B to Step A and continuing existing experience progression (reaching maximum one year earlier).

1. Modify the seventh paragraph of the Education Incentive Pay Provision (referenced in Section 4.04) effective July 1, 1999, to read as follows:

   The method for administering the educational incentive pay plan is as follows:

   During the first year of employment, an officer will be eligible for 25% of the incentive pay for which he/she qualifies.

   During the second year of employment, an officer will be eligible for 50% of the incentive pay for which he/she qualifies

During the third year of employment, an officer will be eligible for 75% of the incentive pay for which he/she qualifies.

During the fourth year of employment and thereafter, an officer will be eligible for full incentive pay for which he/she qualifies.

2. **Association:**

1. Appendix "A"

Effective July 1, 1999, 50¢ per hour increase to all steps and classifications.
Effective July 1, 1999, 3% increase across the board after the 50¢ per hour increase has been applied.
Effective July 1, 2000, 50¢ per hour increase to all steps and classifications.
Effective July 1, 2000, 3% increase across the board after the 50¢ per hour increase has been applied.

2. STATUTORY CRITERIA: Section 111.77 of the Municipal Employment Relations Act reads in part:

(6) In reaching a decision the arbitrator shall give weight to the following factors:

(7) The lawful authority of the employer.

(2) Stipulation of the parties.

(3) The interests and welfare of the public and the financial ability of the unit of government to meet these costs.

(4) Comparison of the wages, hours and conditions of employment of the employes involved in the arbitration proceeding with the wages, hours and conditions of employment of other employes performing similar services and with other employes generally:

1. In public employment in comparable communities.

2. In private employment in comparable communities.

(5) The average consumer prices for good and services, commonly known as the cost-of-living.

(6) The overall compensation presently received by the employes, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.

(7) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

(8) 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.

3. POSITIONS OF THE PARTIES

City of Eau Claire on Brief

The City argues that its final offer provides a 3% wage increase for each year of the contract; that the Association demands a wage increase in excess of all internal and external comparables; that the Association's proposed wage increase of 50¢ per hour prior to a 3% increase for both years of the contract equates to a base wage increase at the top of the salary schedule of 5.82% in 1999-2000 and 5.67% in 2000-01; that the demand exceeds the increase in all internal and external comparables; that the Association will no doubt contend that its proposed wage increase is justified because the base wages paid to this particular unit are significantly behind similar employees in communities the Association has chosen as external comparables; and that not only is the City's proposed wage increase consistent with internal settlements, its proposed wage increase is in line with wage increases negotiated in communities which have previously been established as external comparables.

The City also argues that the Association's final offer represents a departure from the pattern of internal settlements; that arbitral authority requires that the previously established external comparables be maintained; that the City's offer is consistent with wage settlements among the external comparables when viewed in terms of wage rate

increase, as well as actual wage increases; that the most appropriate comparison of wages in this dispute is a comparison of total wages received; that total wages under the City's final offer exceed the majority of external comparables and remain above average; that the Union has failed to demonstrate why it should be treated differently than the external or internal settlement patterns; that the City's final offer is reasonable when compared to the cost of living criterion; and that the interests and welfare of the public are better served by the City's final offer.

Finally, the City argues that its offer maintains the settlement pattern consistent with the voluntary agreements of the internal employee groups; that the previously established comparable pool should not be changed; that the City's offer provides wage increases consistent with the external comparables; that under the City's offer, police officers will receive total wages, including base wages, holiday pay, longevity, and educational incentive, which exceed the average of the external comparables as well as the majority of external comparables; that the City's offer to improve the wage compensation for new hires by deleting the existing first step of the wage schedule and providing 25% of educational incentive pay to officers in their first year of employment is justified; that the City's offer is more favorable when compared to the cost-of-living criterion; that the interests and welfare of the public are better served by the City's wage offer; and that, based upon the evidence, relevant case law and arguments presented above, the City requests that its final offer be selected by the arbitrator.

Eau Claire Professional Police Officer's Association on Brief

The Association argues that nothing with respect to the lawful authority of the City of Eau Claire to enter into a successor agreement of the parties, including the final offer of the Association, was presented at the hearing and does not otherwise exist; that the stipulations of the parties do not contain sufficient concessions on the part of either party to have a significant impact on the outcome of this proceeding; that, other than from a philosophical viewpoint, there is nothing in the record of this case reflecting on the interests and welfare of the taxpayers of the City; that the financial ability of the City to meet the costs of the Association's final offer has not been put at issue by the City; that a comparison of the wages, hours and conditions of employment of City of Eau Claire police officers with those in public employment in comparable communities favors the adoption of the Association's final offer; that the City has chosen to make as the focus of this case a determination by the arbitrator as to the appropriate communities to compare to Eau Claire; that the communities which are comparable in the eyes of the Association have been used by the City's leaders in their own budget construction and presentation to the voters of Eau Claire; and that the City also has chosen to use virtually the same communities as the Association urges in this proceeding when the City commissioned and followed the study of

employee classification and compensation by DMG.

The Association also argues that the data available regarding the wages and benefits paid to employees in private employment in comparable communities is essentially non-existent in this case so the arbitrator should disregard this criterion in reaching his decision; that the average consumer price for goods and services supports the Association's final offer in this case; that the overall compensation presently received by the employees is an ill-defined category that, again, does not particularly favor one side's offer over the other's; that there have not been any significant changes in any of the foregoing circumstances during the pendency of the arbitration proceedings; that there do not appear to be in this case for consideration by the arbitrator other factors which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining and arbitration between the parties; and that applying the statutory standards for interest arbitration to the evidence elicited in this case can lead to no other reasonable conclusion than that the final offer of the Association should be selected by the arbitrator for inclusion in the parties' 1999-2001 successor collective bargaining agreement.

The City on Reply Brief

On reply brief the City argues that its final offer is supported by the internal comparable in that all City employees, including the City Manager, received a 3% wage increase; that use of the City's proposed external comparables is supported by arbitral precedent because the use of previously utilized comparables provides stability and predictability to the negotiation process; that the City's proposed comparable communities also support the City's final offer; that the Association seeks a wage increase that far exceeds any external settlement; that there is little turnover in the department; that the City has addressed a mutual concern about the ability to recruit new officers by deleting a step in the salary grid and providing 25% of the City's educational incentive pay to officers in their first year of employment; that the City agreed to remove the residency clause from the contract; and that, for all of these reasons, as well as the arguments set forth in the City's initial brief, the City respectfully requests that its offer be selected by the arbitrator and incorporated in the collective bargaining agreement.

The Association on Reply Brief

On reply brief, the Association argues that the City's initial brief overstates the case regarding internal comparables; that the City's Transit Department has not yet settled for its successor agreement; that the City's over-reliance on uniformity among the bargaining units of its employees is misplaced; that although the statute requires that

the arbitrator consider the pattern of internal comparables, it does not command absolute uniformity as the City argues here; that the City does not lay out and compare all of the benefits and wages paid to its other bargaining unit members employed by the City; that it is not possible for the arbitrator adequately to weigh the totality of compensation between any other bargaining units and the unit represented by the Association; that the wages, per se, in the Association's final offer are very close to those paid to employees in other external units; that the arbitrator should give less credence to the weight of internal comparables in his analysis than to the weight of the appropriate external comparable which is the set advocated by the Association; that the City's arguments with respect to the selection of appropriate external comparable communities is also overstated; that no two arbitrators have used the same set of external comparables; that based upon population as the sole criterion, the Association's set of comparables wins hands down; that the balance of the City's arguments do not support the conclusion that the City's final offer should be included in the parties' successor agreement; and that, for the reasons offered at hearing, in the Association's initial brief, and in the reply brief, the arbitrator should find that the Association's final offer more closely satisfies the statutory criteria and should be incorporated into the parties' successor agreement.

4. STATUTORY ANALYSIS

A. Introduction.

Neither party has made an argument regarding the lawful authority of the City to incorporate either final offer into its collective bargaining agreement with the Association. Nor has either party argued that the stipulations of the parties impact the determination to be made by this arbitrator.

The Association does assert that the City is financially able to meet the costs of its final offer. While the City does not allege that it is financially unable to meet the costs of the Association's offer, it does assert "an extreme unwillingness to pay the costs" of the Association's offer for reasons stated throughout its brief.[1] As the City well knows, it will be the strength of City's reasons for its extreme unwillingness which will determine this case, not the unwillingness itself.

Due to the unique nature of police work, neither party asserts that the wages, hours and conditions of employment of these employees should be compared with employees in private employment. The cost of living criterion can cut either way, and

[1]Brief of the City at page 28.

is not a deciding factor in this case. Nor does either party argue that any changes during the pendency of this proceeding impacts the final decision.

Therefore it is clear to this arbitrator that the criteria which will determine the outcome of this matter are the comparison of wages, hours and conditions of employment of these employees with the wages, hours and conditions of employment of law enforcement personnel in public employment in comparable communities; the overall compensation received by these employees; and such other factors which are normally and traditionally taken into consideration in the determination of wages, hours and conditions of employment, specifically, the internal settlement pattern.

The analysis begins with the determination of the external comparable pool.

B. Determination of External Comparables

The Association asserts that the following cities should be considered the comparable group in this proceeding: Appleton, Beloit, Green Bay, Janesville, Kenosha, La Crosse, Oshkosh, Racine, Sheboygan, Stevens Point, Wausau, West Allis and Wisconsin Rapids.[2] The City assert that the following should be considered the comparable group in this proceeding: the cities of Appleton, Beloit, Chippewa Falls, Fond du Lac, Janesville, La Crosse, Oshkosh, Manitowoc, Menomonie, Rice Lake, Sheboygan, Stevens Point, Superior, Wausau, and Wisconsin Rapids; and Chippewa and Eau Claire counties.[3] See a comparison of the comparables in **Table 1** below.

The Association argues for its list of comparables on several fronts. First, it asserts that the City has expressly chosen to compare itself to the cities on the Association's list of comparables as part of its 2001 budget considerations. Specifically, the Association notes that in a document caption *Municipal Comparisons: 2001 Budget Support Information*, October 2000 (hereinafter "Municipal Comparisons"), the City compared itself to the following comparables: Appleton, Beloit, Green Bay, Janesville, Kenosha, La Crosse, Oshkosh, Racine, Sheboygan, Stevens Point, Superior and

[2]Association Exhibit 8.

[3]City Exhibit 25.

Wausau.[4]

Table 1: Comparison of Comparables

Association Comparables not included in City's	Agreed Upon Comparables	City Comparables not included in Association's
Green Bay	Appleton	Chippewa Falls
Kenosha	Beloit	Fond du Lac
Racine	Janesville	Manitowoc
West Allis	La Crosse	Menomonie
	Oshkosh	Rice Lake
	Sheboygan	Superior
	Stevens Point	Chippewa County
	Wausau	Eau Claire County
	Wisconsin Rapids	

In said document, the City compared itself to these other cities in terms of population, square miles, total taxes and state aids, debt, water rates, sewer rates, room tax information and public access., among other things. Therefore, the Association's argument goes, the City should be compared with that list in this proceeding. But, as noted above, "Municipal Comparisons" compares numerous other things: assessed and equalized valuation, changes in equalized values, equalized tax rates, municipal purpose tax rates, average residential property tax paid, state shared revenue distribution, state expenditure restraint program payments, ice rental, swimming pool fees and hours, inspection services, and permit fees, among other things.

[4]Association Exhibit 67 at page 2. Note that this group differs from the comparable pool offered by the Association in Association Exhibit 8; specifically, it includes the city of Superior and excludes the cities of West Allis and Wisconsin Rapids.

Many of these comparisons were made with 42 other cities (assessed and equalized valuation, equalized tax rates, municipal purpose tax rate, average residential property tax paid, state shared revenue distribution, state expenditure restraint program payments), and the rest with a variety of different number of cities. Indeed, few if any of the comparisons cited by the Association in "Municipal Comparisons" match up to comparables argued by the Association to be included in this proceeding.[5]

So in its hopes to have its list of comparables chosen, the Association fails to see that cities compare themselves to each other and other municipalities in many different forms and forums. The list of cities and other municipalities to which a particular city may compare itself will vary, depending on the issue at hand. We need no look further than the Association's own exhibit, "Municipal Comparisons," to see that this is true.

[5]Population on page 2, Square Miles on page 3, Total Taxes and State Aids on page 18, Room Tax on page 33, and Public Access on page 35 do not include West Allis or Wisconsin Rapids but do include Superior; Percent of 1999 General Fund Operating Budget Funded by Shared Revenues on page 17 does not includes West Allis or Wisconsin Rapids; Debt Comparisons on page 20 does not include Wausau, West Allis or Wisconsin Rapids; and Water Rates and Sewer Rates at page 22 includes Manitowoc and Madison.

So this arbitrator is not going to lock the City into a list of comparables in this forum of labor arbitration based solely on some parts of one document used in the budget process. While the City's comparison of itself to the cities on the Association's list of comparables is interesting and supportive to the Association's argument for its list of comparables, it is so in a very limited and inconsistent way, not nearly enough to decide the issue.[6]

Second, the Association points to a study commissioned by the City and produced by David M. Griffith & Associates, Ltd., captioned "The City of Eau Claire Classification and Compensation Study Final Report Presented to the City of Eau Claire May 8, 1995" (hereinafter the DMG Study).[7]

While this is a classification and compensation study, let me note up front that it did not include the bargaining unit members involved in this matter. Much of the study looked at managerial, supervisory, confidential and other non-represented employees and the relationship of their classifications and compensation to other employees. This

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[6]In addition, in its brief at page 17, the Association states, "What is striking about this document is that the list of communities to which the City government chose to compare the City during its budget development and public presentations is exactly the same list of such communities that the Association identifies as comparables in its exhibits for this proceeding." (emphasis in original) This appears to be an error for Superior, which appears on the "Municipal Comparisons" list, does not appear on the Association's list of comparables while West Allis and Wisconsin Rapids do, even though they do not appear in the list from "Municipal Comparisons."

Instead, I believe the Association meant to say that the list from the DMG Study (that is, Association Exhibit 68), which will be discussed next, and its list of comparables as found in Association Exhibit 8 are the same, which they are. See **Table 2** below.

[7]Association Exhibit 68.

study did look at and compare the cities listed in **Table 2** below, which list is consistent with the comparable pool the Association is advocating in this proceeding.

But this study also gathered data from Chippewa and Eau Claire counties (two of the City's proposed comparables), the VTAE District, the Eau Claire school system, and other sources. All of this information may have been helpful to the City is setting wage rates for its managerial, supervisory and confidential employees, but it has little use here where the criteria for establishing the choice of the final offer is set by statute.

Table 2: Association's Comparables and Support

Association's Comparables	"Municipal Comparisons"	DMG Study
Appleton	Appleton	Appleton
Beloit	Beloit	Beloit
Green Bay	Green Bay	Green Bay
Janesville	Janesville	Janesville
Kenosha	Kenosha	Kenosha
La Crosse	La Crosse	La Crosse
Oshkosh	Oshkosh	Oshkosh
Racine	Racine	Racine
Sheboygan	Sheboygan	Sheboygan
Stevens Point	Stevens Point	Stevens Point
	Superior	
Wausau	Wausau	Wausau
West Allis		West Allis
Wisconsin Rapids		Wisconsin Rapids

Indeed, Arbitrator Petrie faces a similar issue and found as follows:

> …the methodology of the Arthur Young external wage study conducted

> for the purpose of pricing the wage structure which evolved out of its internal job evaluation study, was neither coextensive with, or comparable to the normal determination of comparables either under the external intra industry or the internal comparison criterion under Section 111.77 of the Wisconsin Statutes. The statutory comparison criteria normally includes a limited group of external employers which the parties have identified as comparable in their past negotiations or interest arbitrations, and/or such internal comparisons as have been utilized by the parties in determining their settlements in the past...
>
> The Union would have no obligation, for example, to accept the wage study results and recommendations if they had indicated that the bargaining unit wages were higher than justified, and it similarly cannot unilaterally elect to rely upon the wage study to the exclusion of normal wage determination processes, because it now perceives it to be favorable to its position.[8]

Finally, the Association argues that the City wants the municipalities of Green Bay, Kenosha, Racine and West Allis ignored in this arbitration proceeding because police officers in these four communities make more money than Eau Claire police officers. While that may be true in part, it may also be true that this is the reason why the Association wants to include these municipalities in the list of comparables to be used to decide this matter. Indeed, it is understood that parties will argue for comparables that support their bargaining goals; the role of arbitrators is to select comparables consistent with the statutory criteria, irrespective of whose bargaining goals they support.

The City, on the other hand, argues that the comparable list used by Arbitrator Sherwood Malamud in a previous arbitration between these parties should control.[9] It is a maxim that an established comparability group should be maintained and that the burden of persuasion to change an established comparability group rests on the party who wants to make the change, in this case, the Association.

Arbitrator Jay Grenig summarized it well as follows:

> In order to provide stability and predictability in the collective bargaining process, arbitrators generally avoid altering a previously established

[8]Waupaca County (Law Enforcement), Dec. No 26536-B (Petrie 3/91).

[9]Association Exhibit 28.

> comparability group. *Kenosha Unified School Dist.*, Dec. No. 19916-A (Kerkman 1983). The use of different comparison groups from contract to contract encourages the parties to go comparables shopping. See, e.g., *Sheboygan County (Highway Dept.)*, Dec. No 27719-A (Malamud 1994). Changes in comparables also can tend to undermine the stability and predictability of bargaining. *Janesville School Dist.*, Dec. No. 22823-A (Grenig 1986).
>
> Absent significant changes in a particular comparability group previously adopted by an arbitrator in an interest arbitration proceeding and assuming the prior arbitrator did not make a serious error, the arbitrator in a later interest arbitration between the same parties should be extremely reluctant to construct a new group of comparables. See *Luxenburg-Casco Educ. Ass'n*, Dec. No 27168 (Briggs 1992).[10]

So it is here. But what is even more clinching about the comparable group in this case is that these parties, including the Association, agreed to this pool now advanced by the City with the exception of the city of Janesville. Arbitrator Malamud wrote:

> For the most part, the parties agree on the comparability grouping to which the Eau Claire Police Department is to be contrasted and compared. The City proposes the inclusion of the cities of Ashland and Janesville in the comparability grouping. . .(T)he Arbitrator excludes the City of Ashland from the comparability grouping.

[10] City of Marshfield (Firefighters), Dec. No. 29027-A (Grenig, 10/97).

> The Association acknowledges the similarity between the City of Janesville and the City of Beloit. It does not voice serious objection to the inclusion of the City of Janesville in the comparability grouping.[11]

In other words, in a 1994 arbitration between these two parties before Arbitrator Malamud, these parties, including the Association, agreed that the comparable group should include the cities of Appleton, Beloit, Chippewa Falls, Fond du Lac, La Crosse, Manitowoc, Menomonie, Oshkosh, Rice Lake, Sheboygan, Stevens Point, Superior, Wausau and Wisconsin Rapids and Chippewa and Eau Claire counties.

But for the absence of the city of Janesville, this is the very group the City has offered as the comparable group in this proceeding; with the addition of the city of Janesville, this is the very group offered by the City and previously selected by the arbitrator in an Award between these very two parties. This cuts strongly in the favor of the City.

The Association notes that various arbitrators who have issued awards with the City have chosen different sets of comparables. Indeed, this is true. But 12 of the comparables appear on all three of the comparable groupings selected by arbitrators in the three key cases involving this Municipal Employer. The other four comparables appear on two of the three lists of comparable groups selected by the arbitrators. See **Table 3** below.

But several factors are key here. First, the Malamud Award was with this bargaining unit and includes the 17 comparables advanced by the City. Second, none of the other Awards include any of the four comparables that the Association wishes to include here; there is not one arbitration with this Municipal Employer where the parties agreed or the arbitrator decreed that the cities of Green Bay, Kenosha, Racine, and West Allis would be included in the comparable pool And, third, the comparables that the Association wants to exclude here[12] appear in at least one of the two other major arbitration Awards which have involved this Municipal Employer. The Association offers little explanation as to why each of these comparables should be excluded.

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[11] City of Eau Claire, Decision No. 27855-A (Malamud, 10/94), at page 15.

[12] Chippewa Falls, Fond du Lac, Manitowoc, Menomonie, Rice Lake, Superior, Chippewa County and Eau Claire County.

In summary, the parties have a previous arbitration decision in which the issue of comparables was argued and decided in part and agreed upon in part. As the City wishes to abide by that configuration, the burden to change it rests with the Association. None of the other arbitration awards involving the City included the comparables that the Association wishes to add. At least one major award includes the comparables that the Association wishes to exclude. The DMG Study includes the comparables that the Association wants to include, but it did not include these employees and it includes other entities that have no bearing on this matter. The "Municipal Comparisons" document did compare the City to some of the Association's comparables, but it was inconsistent in doing so and included many other comparisons, up to as many as 42.

For these reasons, the Arbitrator selects the list of comparables as offered by the City.

Table 3: Comparison of Comparables from Previous Arbitrations

Police Arbitrator Malamud (1994)	**Public Works Arbitrator Coughlin (1996)**	**Telecommunicators Arbitrator Krinsky (1997)**
Appleton	Appleton	Appleton
Beloit	Beloit	Beloit
Chippewa Falls		Chippewa Falls
Fond du Lac	Fond du Lac	Fond du Lac
Janesville	Janesville	Janesville
La Crosse	La Crosse	La Crosse
Manitowoc	Manitowoc	Manitowoc
Menomonie		Menomonie
Oshkosh	Oshkosh	Oshkosh
Rice Lake	Rice Lake	Rice Lake
Sheboygan	Sheboygan	Sheboygan
Stevens Point	Stevens Point	Stevens Point
Superior	Superior	Superior

Wausau	Wausau	Wausau
Wisconsin Rapids	Wisconsin Rapids	Wisconsin Rapids
Chippewa County	Chippewa County	
Eau Claire County	Eau Claire County	

C. Comparison of External and Internal Comparables

At this point, this case becomes simple. The settlement pattern for the external comparables is at or about 3.0%. The City's offer for both years is 3%. The City sits in a good position here.

Much of the thrust of the Association's argument for external comparable support rests on the addition to the comparable pool of Green Bay, Kenosha, Racine and West Allis. Without those comparables, much of the Association's case fails.

Though it can show erosion of its salary placement over time, it is not such as to require an adjustment of 50 cents per hour with a 3% adjustment above that each year. Perhaps if the Association had chosen an amount closer to the prevailing rate, a more reasonable catch-up boost, its argument would carry more weight. As it is, without the addition of the four comparables it sought, the Association does not have the support to achieve such a drastic catch-up amount.

The City's offer becomes even more attractive with its move to delete the first step in the salary schedule and the inclusion of a 25% payment of educational incentive pay plan in the first year of employment are added into the equation. This is a smart move for the City to make to increase its starting salary and its ability to hire the most qualified applicants.

In terms of the internal comparables, the settlement pattern for both years is 3%. Once again, the City's offer for both years is 3%. The Association has not presented a convincing case on why it should be treated differently than it fellow City employees. So, once again, the City sits in a good position here.

This arbitrator is loath to overturn a long term and consistent internal comparable settlement pattern, but will do so when presented with a bargaining unit that has lost significant ground in relation to its comparables and which presents a modest wage package to begin to rectify the loss ground.[13] That is not the case here.

[13]See, i.e., City of Wauwatosa (Police Department), Dec. No. 29936-B (Engmann, 3/01).

The Association presented videotape and published evidence to shows its support in the community and to support its positions in arbitration. I have no doubt that the Association has a strong corp of supporters which wants it to receive the higher salary proposed here. However, applying the statutory criteria to the facts at hand does not support such a finding.

Both parties made many other arguments in strong defenses of their positions, all of which have been carefully reviewed and analyzed, and all have been found wanting or unnecessary to review for one reason or another.

After carefully reviewing the entire record in this matter, for the reasons stated above, this arbitrator issues the following:

AWARD

1. That the final offer of the City is the most reasonable of the offers before this arbitrator.

2. That said final offer shall be incorporated in the parties 1999-2001 collective bargaining agreement.

Dated at Madison, Wisconsin, this 11th day of June, 2001.

By _____
James W. Engmann, Arbitrator
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