

In the Matter of the Arbitration

Between

Wisconsin Professional Police Association/
Law Enforcement Employee Relations Division

and

City of Sparta

Arbitrator's Decision and Award

Milo G. Flaten, Arbitrator

Case 54

No. 63733

MIA – 2604

Scope and Background

The Wisconsin Professional Police Association/Law Enforcement Employee Relations Division, (hereafter, “the Union”), bargaining agent for the employees in the City of Sparta Police Department, petitioned the Wisconsin Employment Relations Commission on June 4, 2004 to compel compulsory final and binding arbitration pursuant to Sec. 111.77(3) Wis. Stats. for the purpose of resolving an impasse arising in collective bargaining between it and the City of Sparta, (hereafter, “the Employer”).

An informal investigation was conducted by a member of the Wisconsin Employment Relations Commission staff on July 15, 2004 and thereafter. The investigator submitted the final offers along with a report to the Commission on October 6, 2004 and closed the investigation. The Commission thereafter determined that an impasse between the parties existed and compelled compulsory final and binding interest arbitration by an order dated October 11, 2004.

Pursuant to the Commission’s order, the parties selected an arbitrator from a panel of arbitrators and chose Milo G. Flaten, who was appointed on October 25, 2004.

Following correspondence about a date, a hearing was held in Sparta City Hall on February 15, 2005, where each party presented evidence in support of its final offer.

Briefs and Reply Briefs were thereafter submitted to the arbitrator following and agreed-to schedule.

Appearing for the Employer was Attorney Richard J. Heitman, City Attorney and for the Union, Thomas W. Bahr, Executive Director, Wisconsin Professional Police Association.

The Facts

The Employer is a midwestern city on the western part of the State of Wisconsin. The Union represents all the sworn law enforcement officers with powers of arrest in the City except the Employer's supervisors who are organized into their own separate union.

In the spring and early summer of the year 2004 the parties negotiated toward executing a new collective bargaining agreement covering the wages, hours and working conditions for the Union employees in the successor contract covering the years 2004, 2005 and 2006. All issues in the proposed contract were agreed upon except the issue of the wages to be paid during those years and an issue governing the way Worker's Compensation should be handled.

Final Offers

With regard to wages, the Employer in its Final Offer proposed to pay an increase of 4% across the board commencing on January 1st of the three years, 2004, 2005 and 2006.

In its Final Offer the Union proposed that the Employer pay an increase of 4% on January 1st, 2004, an increase of 4.5% on January 1st, 2005 and an increase of 4.5% at the beginning of the year 2006.

Discussion

At the outset it should be noted that the parties initially adjourned for a meeting away from the hearing. Upon return the parties jointly requested that the arbitrator make

an attempt to mediate the dispute rather than proceed with a formal statutory arbitration hearing. Thereupon this observer heard an informal recitation of the reasons for each party's Final Offer. Following that, the parties adjourned to separate rooms where they met with the arbitrator (mediator) in an attempt to make some adjustment of their proposals.

After an adjusted final offer of the Union was telephoned to the Employer's bargaining committee and rejected, the parties re-assumed their respective hearing postures and the arbitration proceeding resumed.

Both sides dutifully followed the statutory criteria spelled out in the Wisconsin Statutes for consideration of disputes involving law enforcement and firefighter personnel. That is, they carefully made sure the evidence, testimony and exhibits each presented was relevant to the 8 factors which the statute directs the arbitrator to give weight to.

When the proof was boiled down to the basics, however, both sides felt that comparisons with employment contracts of other communities was the most important factor to be considered on the wage issue.

Thus, it is obvious that the only task of this observer is to determine which of the respective comparables is more appropriate with which to compare to the City of Sparta.

The Union argues that a broader range of cities in the western part of the state should be used and are more appropriate than just the contracts of the nearby city of Tomah and the County of Monroe. The Employer also cited the 26 year-old decision actually involving the City of Sparta as binding authority for deciding in favor of its final offer.

While this observer feels that a comparison with the cities of Holmen and Black River Falls or even nearby Village of West Salem might have been inappropriate 26 years

ago, that is no longer the case. Vast improvements in highways, vehicles and communication in that span of time have been made so those communities are virtually cheek by jowl to the City of Sparta. Even in that prior case the arbitrator thought the farther-out municipal comparables of the Union with that of the Employer were “truly a toss-up”.

It is clear that limiting the comparisons only to the City of Tomah and to the employees of Monroe County is no longer appropriate. Both the Village of West Salem and the City of Holmen are now reasonably proximate to the City of Sparta and can fall within the parameters which are now used for purposes of comparability determinations. Both municipalities are smaller in population, employ fewer police officers, have a lower equalized property value, yet pay their police officers substantially more than the officers employed by the City of Sparta. The Employer’s police officer earns \$2.04 per hour less than an officer in Holmen and \$1.53 less per hour than an officer in West Salem. Even the City of Tomah, one of the Employer’s comparables, paid its officers \$1.04 per hour more than a Sparta officer in 2003.

From the forgoing analysis and based on the evidence and exhibits and following the criteria the Wisconsin Statutes require that weight be given to, it’s clear that the Union’s final offer is more reasonable than the Employer’s final offer.

With regard to the Worker’s Compensation issue, the Union requests that the contract be amended to allow an officer injured in the line of duty be paid his regular salary until he/she returns to duty. Under the Union’s plan this proposal would be accomplished by drawing from the officer’s accrued benefit days. This request was made because when Sparta officers are unable to work as a result of an on-the-job injury, they are only paid 66.66% of their regular wages via Worker’s Compensation. The difference between the Worker’s Compensation insurance pay and the officer’s regular salary under

the Union's offer would be reached by drawing on that officer's sick leave pay. If he/she has no sick leave pay accrued, then no supplemental pay would be made.

Since the proposal would be at no cost to the Employer, it certainly is more reasonable than a refusal to do so.

Decision

For all the reasons enunciated above and on the evidence presented at the hearing and giving weight to the factors set forth in Sec. 111.77(6) of the Wisconsin Statutes, it is clear that the Union's final offer in this dispute is more reasonable.

Award

That the final offer of the Union be adopted and made a part of the contract between the parties.

Dated May 5, 2005

Milo G. Flaten, Arbitrator