
In the Matter of the Arbitration Between
General Drivers, Dairy Employees and Helpers
Local Union No. 579,
Affiliated with International Brotherhood
of Teamsters, Chauffeurs,
Warehousemen & Helpers of America

Case IV
No. 18620 MIA-134
Decision No. 13380-A

-and-

City of Monroe (Police Department)

Appearances: William J. Schmitz, City Attorney, for the Employer

Fred H. Fuller, Business Representative for the Union

On March 7, 1975, the Wisconsin Employment Relations Commission appointed the under-
signed as arbitrator to make a final and binding determination of an impasse between
General Drivers, Dairy Employees and Helpers Local Union No. 579, hereinafter referred
to as the Union, and City of Monroe (Police Department) hereinafter referred to as the
Employer. In accordance with Section 111.77 (4)(b) the arbitrator is limited to a
selection of the complete final offer of one party or the other.

A hearing was held at Monroe, Wisconsin on May 16, 1975. No transcript of the
proceedings was made. Both parties were given full opportunity to present evidence,
testimony and arguments. Neither party elected to file a post-hearing brief and
thus the record was completed at the close of the hearing.

At the hearing the parties agreed that the arbitration award is binding only on the
"sworn" employees in the police department.

Final Offers (showing only those items which remained in dispute at the time of the
hearing):

Union: The Union's final offer as amended in its letter to the arbitrator of May 8th
contains the following positions on disputed items:

- 1) Pension -- Reduce the employee's payment of pension costs from the present five percent to three percent, with the additional two percent paid by the Employer.
- 2) Holidays -- Add one additional paid holiday (to be scheduled by mutual agreement).
- 3) Salaries -- Increase salaries ten percent "across the board" for all employees covered by the contract.
- 4) Wage Progression -- Progressive wage increases (Exhibit A, Scales "A" through "F") should be carried out, proportionately, for everyone, but Sergeants should have a single scale ("B" in the old contract).

Employer: The Employer's final offer was the one submitted to the WERC on March 5th reflecting the offer made on December 10, 1974. It contains the following positions on disputed items:

- 1) Pensions -- No pick up by the Employer of any portion of the remaining 5% share paid by employees.
- 2) Holidays -- Continue to provide seven holidays, although change the Washington's Birthday holiday to a Personal Day to be taken off at the discretion of the employee and with the approval of the Chief.
- 3) Salary -- Increase salaries 6% across the board.
- 4) Wage Progression -- No change from prior contract.

As a result of the Union's amended final offer, the Union dropped its demands for Fair Share Agreement and pay for washing squad cars. The Union accepted the Employer's vacation proposal.

Positions of the Parties:

Union: The Union's presentation consisted of a written statement which was read at the hearing. The statement is as follows:

STATEMENT OF POSITION
ON BEHALF OF TEAMSTERS LOCAL 579
REGARDING INTEREST ARBITRATION WITH
CITY OF MONROE POLICE DEPARTMENT

The basis question in this proceeding is whether a municipal employer can totally ignore the bargaining process and force its employees to accept a labor contract which contains no feature of compromise or reality.

We began our bargaining with wage increase demands of 24% and more, fully believing this was necessary to properly compensate our policemen for the work they perform. By the time negotiations broke off and fact finding became necessary, we had cut this demand to 12%, less than half our original position. The City stayed at 6%. Now we have again sought compromise by reducing our request to 10% -- more than 2% below last year's cost of living increase -- yet the City stays firm and unmoving at 6%.

In an effort to compromise, we have cut our demand for paid holidays in half; agreed to accept the Employer's vacation schedule; and abandoned our requests for a fair share agreement and special treatment regarding washing of squad cars. We have more than halved the demand for the Employer's share of pension payments, reducing it from 5% to 2%. All we have retained is our request for uniform progressive wage increases for all job classifications other than sergeant.

In spite of all these efforts at settlement, the City has totally refused to compromise a single point. Their answer to our May 8, 1975 letter was a specific refusal to change position in any way. During mediation and negotiation, we have tried to remain flexible. The City simply has not moved.

Nor can the City's position be defended as fair or reasonable. The Mayor's letter to the fact finder states that the City absorbed the January 1974 pension cost increase; whatever the increase was, it was imposed by the State as the City's obligation, a determination in which the Union had neither a role nor an element of control. Indeed, that ruling by the State came in December 1973, long before the 1974 contract was negotiated or agreed upon.

Again, the City undoubtedly seeks to keep this group's wage increase at the same 6% level given all other City employees this year. But that was a non-union, non-negotiated, unilateral action. It was an action taken after, binding arbitration had been sought, taken in a manner which allowed the City to manufacture its own evidence. And who can seriously claim that clerical employees and other city workers must be treated the same as law enforcement officers, whose hours, responsibilities, risks, and burdens are infinitely more onerous than any these other employees will ever face?

In summary, the question now is whether the City is entitled to give a wage increase half that of the cost of living increase, forcing this upon employees who have tried over and over again to find reasonable compromises. This type of arbitration does not allow for some kind of middle ground. The arbitrator has to decide which group is right and which group is wrong, and there is no way that the City's position can be considered right in the context of intelligent collective bargaining.

Regarding wage progression the Union argued that it was a reasonable proposal to add a step for policewomen so that there would be the same number of steps as patrolmen have. The Union contended also that the initial sergeant's step should be eliminated since there is no justification for having a probationary step for a sergeant.

In rebuttal to the Employer's presentation, the Union argued that although the Employer's benefits for its employees are good, there is still a need for better wages. The Union indicated it chose not to base its case on wage data from comparison communities but indicated that there were better comparisons to be made than those made by the Employer. The Union mentioned Middleton, Sun Prairie, and Rock County as examples but provided no data.

Employer:

The Employer argued that its 6% across the board wage offer was appropriate. It presented evidence showing that: (a) Green County (in which Monroe is located) gave its employees increases of 5% or 6%; (b) four private firms in the area employing from 25 to 400 employees gave increases ranging from 5% to 6-1/2%; (c) other employees of the City of Monroe were granted increases of 6% in 1975, the same offer made to the police.

The Employer also made comparisons between its police department and the Green County Sheriff's Department. Aside from the offer of 6% to its employees as compared to the 5% received by the Sheriffs department employees, the comparisons show that Monroe police make higher salaries, have a higher uniform allowance, have a life insurance program, have a more liberal vacation program, have a longevity program, and have an educational assistance program. It appears that the two departments are comparable with regard to holidays, health insurance, and length of work week. It is difficult to tell from the exhibits which has a more generous pension program.

The Employer views wage comparisons with police departments in other similar communities as appropriate, and used as comparison communities other County seats in agricultural counties. It presented the current contracts from Baraboo, Merrill and Rhinelander, which show that the Employer's salaries are higher than those in the comparison departments.

With regard to the cost of living increase, the Employer acknowledges that its offer falls short of the increase in the cost of living but it argues that most Americans have not kept up with the cost of living. In the context of relevant wage comparisons, the Employer argues that a 6% increase is appropriate and reasonable.

Lastly, the Employer rejects the Union's contention that it has not bargained in good faith.

Discussion:

There are four items at issue in this case: wages, wage progression, holidays and pension contribution. The parties' presentation was centered largely on the wage issue.

With regard to the Wage Progression issue, the Union wants to add a step to the Policewoman schedule to make the number of steps in the progression equal to the number of steps in the Patrolman schedule. This would have the effect of raising the maximum salary for the policewoman which as of January, 1974 was \$643 per month.

The patrolman maximum salary was \$775 per month. The Union also seeks to eliminate the first of the two steps for the Sergeant. As of January, 1974, a sergeant began at \$861 per month and after four years moved to \$884 per month. The Union's proposal would raise the sergeant's salary faster and would eliminate what the Union considers to be an unjustifiable probationary step for a sergeant.

There was no discussion of the pension issue except that the Employer indicated it had absorbed added pension costs imposed by the State without asking the employees to pay any of the additional costs. The Employer's comparison contracts show that Rhinelander pays the entire cost of pension contributions for its police as does Baraboo. Merrill pays 6%.

With regard to the Union's demand for an additional holiday, this would bring the total to eight. Other Monroe employees receive seven, and Green County Sheriff's employees get seven and a half holidays. The contracts presented by the Employer indicate that Rhinelander police get eight holidays; Baraboo, seven and a half; and Merrill, ten and a half.

The arbitrator views both final offers as reasonable, but must decide which is more reasonable. There is little to favor the position of either party on the holiday issue. On the pension issue the Union did not support its demand for a greater Employer contribution and the Employer for its part indicated its costs in that area had risen significantly since the preceding year. Thus the arbitrator tends to favor the Employer's position on that issue although the Employer's comparison contracts indicate that other departments pay a greater share of pension costs. With regard to the wage progression issue, it seems reasonable to the arbitrator that patrolmen and policewomen should have the same number of steps. However, the Union urged elimination of the initial Sergeant's step and the arbitrator is aware that it is common that police wage schedules include salary steps for sergeants. The Employer's comparison contracts demonstrate this. The arbitrator thus has little basis for favoring the position of one party over the other on the wage progression issue.

The remaining issue, and the one central to the case, is the wage issue. The Union supported its case entirely on the need for the Employer to have its employees keep pace with the change in the cost of living. The arbitrator does not disagree that this is a reasonable position. However, the Employer appropriately points out that wage increases must be viewed in a context. The Employer provided that context showing comparisons with other employees employed by the City of Monroe, employees of the Green County Sheriff's Department, other Green County employees and private industry employees in the area. Also, the Employer made comparisons with other police departments it viewed as comparable. The Union did not present comparisons to support the reasonableness of its request and did not provide a context to support its position except to stress cost of living changes. The change in the cost of living is but one of the factors listed in Section 111.77(6) for the arbitrator's consideration in reaching his decision. The Employer addressed several of these factors. The arbitrator has reviewed the entire record and has concluded that given the facts presented to him by the parties the Employer's total position is more reasonable and should be supported.

Based on the above considerations the arbitrator makes the following AWARD

The Employer is hereby ordered to implement its final offer, which on the disputed items is:

- 1) Pension -- No increase in the Employer's payment of the employees' share of pension costs.
- 2) Holidays -- No change in the present number of holidays (7), but change Washington's Birthday holiday to a Personal Day to be taken off at the discretion of the employee and with the approval of the Chief.
- 3) Salary -- Increase salaries 6% across the board.
- 4) No change in current wage progression.

Dated at Madison, Wisconsin this 3rd day of June, 1975.

Edward B. Krinsky /s/
Edward B. Krinsky, Arbitrator