

STATE OF WISCONSIN

ARBITRATION AWARD

In the Matter of the Petition of

ANTIGO PROFESSIONAL POLICEMAN'S
ASSOCIATION

Involving Certain Employes of

CITY OF ANTIGO (POLICE DEPARTMENT)

Case XII
No. 22401
MIA-355
Decision No. 16185-A

Appearances:

Rogers, Alberg & Hertel, Attorneys at Law, by Messrs. Harry R. Hertel and James T. Rogers, appearing on behalf of the Antigo Professional Policeman's Association.

Mulcahy & Wherry, Attorneys at Law, by Mr. Dennis W. Rader, appearing on behalf of the City of Antigo.

ARBITRATION AWARD:

On April 20, 1978, the undersigned was appointed arbitrator by the Wisconsin Employment Relations Commission to issue a final and binding award in the matter of a dispute existing between Antigo Professional Policeman's Association, referred to herein as the Union, and City of Antigo (Police Department), referred to herein as the Employer. The appointment was made pursuant to Wisconsin Statutes 111.77 (4)(b), which limits the jurisdiction of the Arbitrator to the selection of either the final offer of the Union or that of the Employer. Hearing was conducted on June 7, 1978, at Antigo, Wisconsin, at which time the parties were present and given full opportunity to present oral and written evidence, and to make relevant argument. No transcript of the proceedings was made; however, briefs were filed in the matter, which were exchanged by the Arbitrator on July 3, 1978.

THE ISSUE:

The sole issue at impasse between the parties is the wage rate for the year 1978. The last best offer of the parties is set forth separately with respect to the wage issue below:

UNION FINAL OFFER

\$60.00 across the board increase effective January 1, 1978, plus an additional \$20.00 across the board increase effective July 1, 1978.

EMPLOYER FINAL OFFER

\$60.00 per month across the Board effective January 1, 1978.

DISCUSSION:

In determining which of the final offers of the parties is preferable, the undersigned is directed by Wisconsin Statute at Section 111.77 (6) to consider certain criteria. Both parties have presented evidence which is directed at certain, but not all, of the criteria and the parties have submitted argument accordingly. The undersigned has reviewed the evidence and argument carefully, and notes that the criteria found at 111.77 (6) (a), the lawful authority of the employer; 111.77 (6) (b), stipulations of the parties; 111.77 (6) (g), changes in any of the foregoing circumstances during the pendency of the arbitration proceedings; have not been relied on by either party in submitting evidence and argument in this matter. Since the parties have not relied on the criteria found at 111.77 (6) (a), (b) and (g), the undersigned will not consider those criteria in arriving at his decision.

This discussion then will evaluate the final offers of the parties when measured against the remaining criteria of the statute found at 111.77 (6) (c), (d), (e), (f) and (h). Each of the criteria will be considered separately when considering the final offers.

(c) THE INTERESTS AND WELFARE OF THE PUBLIC AND THE FINANCIAL ABILITY OF THE UNIT OF GOVERNMENT TO MEET THESE COSTS

No evidence was adduced nor was argument made that the Employer lacks the financial ability to meet the costs of the proposal of the Union. The Employer, however, has argued that because the City of Antigo lies in an economic, depressed low wage area, with a high percentage of below poverty low income families, the interest and welfare of the public would require the Arbitrator to consider economic climate and result in a conclusion that the Employer offer is to be preferred. The undersigned is not impressed with the argument advanced by the Employer in this regard. The amount of wages in dispute is \$20.00 per month on July 1, 1978, an amount not sufficiently significant so as to establish that the interest and welfare of the public would be adversely affected if the Union offer were adopted. The undersigned, therefore, concludes that when evaluating the respective offers of the parties against the criteria found at 111.77 (6) (c), neither offer is preferred.

(d) COMPARISON OF THE WAGES, HOURS AND CONDITIONS OF EMPLOYMENT OF THE EMPLOYEES INVOLVED IN THE ARBITRATION PROCEEDING WITH THE WAGES, HOURS AND CONDITIONS OF EMPLOYMENT OF OTHER EMPLOYEES PERFORMING SIMILAR SERVICES AND WITH OTHER EMPLOYEES GENERALLY

The criteria found at (d) directs the Arbitrator to consider comparison of wages, hours and conditions of employment of the instant employees involved in this dispute with those in public employment and comparable communities, and those in private employment in comparable communities. The pattern of arbitral opinion in police disputes consistently holds that the proper comparison for police disputes is the comparison with other police wages in other communities. This Arbitrator has adopted the foregoing school of thought in prior decisions, and continues to be persuaded that when comparing wages of policemen the proper comparison is with other policemen in comparable communities. It follows, then, that when considering the criteria set forth at (d), the undersigned will limit his comparisons to wages, hours and conditions of employment of the police in this matter with those of police in comparable communities. Since the sole matter involved in this dispute is wages, the comparison herein will be that of wages.

A review of Employer exhibit #17 and 19 and Union Exhibit #10, shows that the Employer has compared wages of the city of Antigo with those of Merrill, Rhinelander, Shawano, Waupaca, Clintonville, Tomahawk and Langlade County; while the Union has compared the wages of the police in this dispute with those of the police in Merrill, Rhinelander, Shawano, Tomahawk, Wausau, Langlade County, Lincoln County, Marathon County and Oneida County. The Union argues, however, that the proper comparison should be with the cities of Rhinelander and Merrill because of the geographic proximity of the three cities (Antigo, Rhinelander and Merrill); and because the three cities (Antigo, Rhinelander and Merrill) serve as county seats of the county in which they are located, that is, Langlade, Lincoln and Oneida. In this matter the undersigned accepts the communities set forth by the Employer as being more typically comparable than the limited number of communities that the Union urges the Arbitrator to consider. Based on the Employer comparison, then, the following schedule shows the comparative positions on wages:

Antigo (Employer offer)	\$ 942.00
Antigo (Union offer)	962.00
Rhinelander	991.00
Shawano	941.00
Waupaca	982.00
Clintonville	1,058.00
Tomahawk	1,025.00
Langlade County	940.00

The undersigned notes that the Union offer would exceed comparable communities set forth above for wages in the year 1978 only for Shawano and Langlade County. The Employer urges that the undersigned consider the relationship between the county per capita adjusted gross income and the patrolman salary in evaluating the Employer offer. The undersigned is not persuaded that where the wage difference is as narrow as it is in the instant matter, that the comparison urged by the Employer is valid. Furthermore, the undersigned notes that the adjusted gross income data is comparing adjusted gross income for the year 1975 with comparison of wages being paid in 1978. While the 1975 data undoubtedly is the latest available, the undersigned considers the three year difference in data being compared to leave too many unanswered questions as to how the relationships may have changed in per capita adjusted gross income over the last three year period. It follows, then, that the comparisons will be limited to the wages paid and not to the relationship of wages to per capita adjusted gross income in this dispute. The undersigned concludes from a comparison of the wages set forth above that the Union offer is to be preferred, because it would exceed only Shawano and Langlade County when compared with wages for the year 1978 and would be considerably less than base wages in Rhinelander, Waupaca, Clintonville and Tomahawk. Additionally, when total compensation is considered as set forth in Employer Exhibit #19 (exclusive of vacation data) the undersigned notes that the following comparative data exists:

Antigo (Employer offer)	\$ 1,149.94
Antigo (Union offer)	1,169.94
Rhinelander	1,265.07
Shawano	1,226.33
Waupaca	1,198.86
Clintonville	1,308.87
Tomahawk	1,279.78
Langlade County	1,131.55

From the foregoing it is obvious that when considering total compensation in the comparison of the foregoing communities, Shawano, which was slightly less in base wages when considering wages only, now exceeds the city of Antigo when considering total compensation. Thus, only Langlade County in the comparables listed above generates less total compensation than the city of Antigo. The undersigned concludes from the foregoing data that the Union offer is preferable to that of the Employer offer when considering the comparison of comparable communities when evaluating total compensation.

The Employer has urged that the Arbitrator give great weight to the "parity" positions of Langlade County versus the city of Antigo. There was testimony given at hearing showing that Langlade County is attempting in its negotiations to come up to comparable rates paid its police officers as those paid to the police officers of the City of Antigo. The Employer argues that if the Union offer were adopted in this matter, the difference between police officers of the city of Antigo and those of Langlade County for wages would be increased by the \$20.00 per month. If the city of Antigo compared more favorably in wages and total compensation when compared to the other communities set forth in the preceding paragraph the Employer argument could be quite persuasive. Because the City of Antigo is significantly behind the other communities in wages and total compensation, the Arbitrator views the Union offer to be preferred.

(e) THE AVERAGE CONSUMER PRICES FOR GOODS AND SERVICES,
COMMONLY KNOWN AS THE COST OF LIVING

The undersigned has reviewed the percentage increase offered by the respective parties, and calculates that the wage increase offered by the Employer at \$60.00 per month calculates to 7%, while the wage increase of the Union, which averages to \$70.00 per month by reason of the dating of the July 1 increase of \$20.00 per month, calculates to 8%. When measured against the percentage increase of cost of living the 7% increase offered by the City more nearly conforms to the rate of cost of living than that of the Union, and the Employer offer would be preferred when considering this criteria.

- (f) THE OVERALL COMPENSATION PRESENTLY RECEIVED BY THE EMPLOYEES, 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

The statutory criteria at (f) directs the Arbitrator's consideration toward the question of overall compensation. This factor has previously been considered in the discussion under the heading of comparison of wages, hours and conditions of employment where the undersigned found that based on wages, as well as total compensation, the Union offer is to be preferred. No additional discussion is necessary when overall compensation has previously been discussed when considering the criteria of 111.77 (6) (d).

- (h) SUCH OTHER FACTS, 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

Under this criteria the Union argues that the Arbitrator should consider the evidence which shows that the number of complaints handled and arrests made increased in the year 1977, indicating higher work effort on the part of the police. The Union also argues that under this criteria the Arbitrator should further consider percentage increases granted by the city to department heads who are not members of bargaining units.

The undersigned does not consider the percentage increase granted to department heads to be relevant to the instant proceedings. However, based on the evidence which shows higher work activity by reason of increased number of complaints handled and arrests made for 1977, a reasonable argument can be made that the productivity of the employees in this dispute has increased. The productivity increase gives limited additional support to the Union position in this matter; however, standing alone this data would not be persuasive to the undersigned.

SUMMARY:

When considering the final offers of the parties against the statutory criteria in its entirety, the undersigned concludes that the final offer of the Union is preferred over that of the Employer in the instant dispute.

AWARD

Based on the statutory criteria, the evidence, the argument of the parties, and for the reasons as stated in the discussion above, the Arbitrator determines that the final offer of the Union be incorporated into the Collective Bargaining Agreement for the year 1978.

Dated at Fond du Lac, Wisconsin, this 26th day of July, 1978.

Jos. B. Kerkman /s/
Arbitrator