

STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

In the Matter of the Petition of

GENERAL DRIVERS, DAIRY EMPLOYEES AND
HELPERS LOCAL UNION NO. 579
affiliated with the INTERNATIONAL
BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN & HELPERS OF AMERICA

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

CITY OF MONROE (POLICE DEPARTMENT)

Case VI
No. 22435 MIA-356
Decision No. 16202-A

AWARD

I. HEARING. A hearing on the above entitled matter was held on May 17, 1978, beginning at 4 p.m. at the City Hall, Monroe, Wisconsin.

II. APPEARANCES.

For Local Union No. 579:

GOLDBERG, PREVIANT & UELMEN, by THOMAS J. KENNEDY, Attorney, 788
N. Jefferson Street, Milwaukee, Wisconsin 53202

For the City:

WILLIAM J. SCHMITZ, City Attorney, City of Monroe, City Hall,
Monroe, Wisconsin 53566

Present for the Local Union:

Fred H. Fuller, Business Representative, IBT.C.W & H of A.
Michael Brown, Union Steward

Present for the City:

George Goldsworthy, Alderman, Chairman, Negotiation Committee
James Myers, City Clerk
Nathan Klassy, Street Superintendent
Richard Busch, Chief of Police
Calvin Wickline, Green County Undersheriff

III. BACKGROUND. General Drivers, Dairy Employees and Helpers Local Union No. 579, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, filed a petition with the Wisconsin Employment Relations Commission on January 9, 1978. The Union requested that the Commission initiate compulsory final and binding arbitration pursuant to Section 111.77 (3) of the Municipal Employment Relations Act to resolve an impasse in collective bargaining between the Union and the City of Monroe (Police Department). The Commission authorized an informal investigation on February 21, 1978, by Donald B. Lee, a member of the Commission's staff, and as a result found that the parties were at an impasse, certified that the conditions precedent to the initiation of compulsory final and binding arbitration as required by Section 111.77 of the Municipal Employment Relations Act existed and ordered compulsory final and binding final offer arbitration to be initiated for the purpose of issuing a final and binding award to resolve the impasse. The Commission on March 16, 1978, advised Frank P. Zeidler, Milwaukee, Wisconsin, that he was appointed as the impartial arbitrator to use a final binding award after having been advised by the parties that the parties had chosen him as arbitrator. A hearing was held as noted above, submissions made, and witnesses sworn. Briefs were exchanged through the arbitrator on August 3, 1978.

IV. THE OFFERS. The following are the issues to be resolved:

A. Wages.

Union Offer: 8% across the board for all members.

City Offer: \$700.00 per year across the board increase per member.

B. Retroactive Pay for Patrolman-Investigator.

Union Offer: Retroactive pay at Sergeant's rate to June 1, 1977.

City Offer: Retroactive pay at Sergeant's rate to January 1, 1978.

V. GUIDELINES FOR THE ARBITRATOR. Section 111.77 (6) of the Wisconsin Statutes present the following guidelines for the arbitrator in final and binding arbitration:

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

"(a) The lawful authority of the employer.

"(b) Stipulations of the parties.

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

"(d) 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.

"(e) The average consumer prices for goods and services, commonly known as the cost of living.

"(f) 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.

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

"(h) 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."

VI. CHARACTERISTICS OF THE CITY OF MONROE.

Monroe is a city of the 4th class in Green County, Wisconsin. It had a population estimated at 9,593 in 1976 which is 10.85% above its population of 8,654 in 1970.⁽¹⁾ The City has a mayor-council form of government. It has a police department with a Chief of Police, a Captain, four Sergeants, one Investigator, and 11 Patrolmen (Union Ex. 8). There are 16 positions in the bargaining unit, but one position was unfilled at the time of the hearing. One new position of Patrolman was authorized. Monroe is the County seat of Green County.

The City had a proposed budget of \$2,878,805 for 1978, up from \$2,260,287 for 1977. Its net property tax levy for 1978 was \$849,559.⁽⁴⁾ In 1976 the assessed valuation was \$59,186,175 and full value was \$148,351,990. The 1976 effective tax rate was 21.48%.⁽⁵⁾

VII. COMMENT ON THE GUIDELINES.

There is no dispute here on the lawful right of the employer to pay either offer. The parties have stipulated to all matters in the contract except the two issues here, and the employer has the ability to pay either offer. The matter of the interests of the public will be included in the general matter of wages.

VIII. COMPARISON OF WAGES IN PUBLIC EMPLOYMENT. The parties introduced several exhibits relating to wages in the public service. Union Exhibit VI was an exhibit on the increase of employee monthly wages in the City of Monroe in 1977 and 1978 and the percent increase of these wages. 29 classifications were identified. The total monthly pay in 1977 for these 29 classifications was \$19,723.50. In 1978 it was \$22,053.67, an increase of \$2,330.17 or 11.81%. Of these 29 classifications, 20 classifications were identified as elected officials or department heads. The monthly pay of the Chief of Police in 1977 was \$1,379 and was the same in 1978. The Police Captain went from \$1,117.50 in 1977 to \$1,207.00 in 1978, an increase of 8.0%.

The offers of the parties are as follows:

TABLE I

COMPARISON OF 1978 MONTHLY WAGE OFFERS, CITY OF MONROE POLICE DEPARTMENT

A. Sergeant. Patrolman-Investigator

Year	A Start	B 4 Yrs.
1977	\$ 973	\$ 999
1978		
Union	1,051	1,079
Annual	12,612	12,948
City	1,031	1,057
Annual	12,372	12,684

B. Patrolman

1977	\$ 789	\$ 814	\$ 840	\$ 868	\$ 893	\$ 920	\$ 948
1978							
Union							
Monthly	852	879	907	937	964	994	1,024
Annual	10,224	10,548	10,884	11,244	11,568	11,928	12,288
City							
Monthly	847	872	898	926	951	978	1,008
Annual	10,164	10,464	10,776	11,112	11,412	11,736	12,096

The Union supplied an exhibit in which the 1977 monthly wages of patrolmen in Monroe were compared to the 1978 wages in Whitewater, Edgerton, East Troy and Milton, communities in which the Union is active; and in Evansville where there is an independent union. This exhibit is included as submitted.

TABLE II

POLICE DEPARTMENT WAGE COMPARISON - CITIES AND POPULATION

CITY	SGT	INVEST	START	6 MOS	PATROLMAN				
					1 YR	2 YRS	3 YRS	4 YRS	5 YRS
MONROE									
Pop: 8,654	999	999	789	814	840	868	893	920	948
WHITWATER									
Pop: 12,038	1,120	1,064	899	899	951	1,047	1,068	1,068	1,068
EDGERTON									
Pop: 4,118	1,107	none	888	930	971	1,020	1,068	1,068	1,068
EAST TROY									
Pop: 1,711	1,107	none	846	885	924	948	984	1,045	1,082
MILTON									
Pop: 3,699	1,141	none	758	758	891	891	975	975	1,058
EVANSVILLE									
Pop: 2,996	1,250	none	Not known	975	975	Not known	Not known	1,060	1,200

TABLE V
PERCENTAGE INCREASES OF 1978 WAGE OFFERS
OVER 1977 WAGES

Party	Sgt., Patrol-Invest		Invest.	Patrolman					
	A	B		A	B	C	D	E	F
				Start	6 Mo	1 Yr	2 Yrs	3 Yrs	4 Yrs
Union	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0
City	6.0	5.84	5.84	7.35	7.17	6.94	6.72	6.53	6.34

The City's average percentage increase on basic wages is about 6.05% as compared to the Union's 8%.

The City provided the following table of the % of wage increases for City of Monroe employees for 1978.

TABLE VI
% WAGE INCREASE - CITY OF MONROE EMPLOYEES

DEPARTMENTS	# of Employees	1978 Average % Increases
City Hall Office	4	7.2%
Engineer's Office	1	5.8%
Janitor	1	5.8%
<u>Street Department</u>		
Laborer	7	5.3% decrease
Operator	3	3.0%
Skilled Labor	5	9.2%
Foremen	2	9.6%
Mechanic	1	8.7%
<u>Treatment Plant</u>		
Laborer	1	5.8%
Operator	3	15.1%
Skilled Labor	1	22.1%
Recreation Supervisor	1	6.5%
Senior Citizens Coordinator	1	5.9%
Park Supervisor	1	10.0%
	Average	7.81%
	WEIGHTED AVERAGE -	5.68%

City Exhibit 10 listed the annual average salary for the Monroe Police Department as \$11,575, and for the Green County Sheriff's Office for Sheriffs as \$10,360.

City Exhibit 5 contained information on percentages in compensation for the members of the bargaining unit from the five years from 1973 to 1978. A similar computation for the Union offer was not given. The following is abstracted from City Exhibit 5.

TABLE VII
PERCENTAGE INCREASES FOR BARGAINING UNIT MEMBERS,
MONROE POLICE, FOR 1976-77 and 1977-78

Name	76-77	77-78
Baumgartner, William	6%	6%
Brown, Michael	5%	7%
Colvin, Arthur	4%	7%
Harwick, John	8%	6%
Hauri, Leo	10%	11%
Hull, Lewis	6%	8%
Johnson, Wilbert	7%	8%
Kosek, James	15%	8%
Leopold, Larry	7%	10%
Ranum, Thomas	12%	14%
Skattum, Robert	8%	6%
Thompson, Milferd	8%	6%
Tschudy, Daniel	7%	8%
Average	8%	8.1%

Percentage for 1977-78 include:
 \$700 across the board increase
 Longevity
 5% Wisconsin Retirement
 Percentage does not include:
 44% increase in Life Insurance premium

The footnote of Table VII as to the source of funds for the percentage increases indicates that the City granted a 1.0% increase in basic wages for 1977, but accepted the entire cost of contributions to the Wisconsin retirement fund for police. Before 1977 the police were still paying 5% of their salary, and by accepting this payment for the police, the City says that in effect it was granting them a 6% total pay increase.

City Exhibit 4 presented the following information which is abstracted from a comparison of the terms of previous contracts.

TABLE VIII
 COMPARISON OF PERCENT INCREASES OF SALARY OVER PREVIOUS CONTRACTS

	1972	1973	1974	1975	1976	1977
% Salary Increase	5	4 & 1 1/2	5	6	5	1

City Exhibit 3 presented the following information.

TABLE IX
 ANNUAL DOLLAR INCREASE
 INCLUDING LONGEVITY

<u>Name</u>	<u>City</u>	<u>Union</u>
Baumgartner, William	\$ 740.00	\$ 939.00
Brown, Michael	859.00	1,054.00
Colvin, Arthur	874.00	1,164.00
Harwick, John	712.00	905.00
Hauri, Leo	933.00	1,213.00
Hull, Lewis	916.00	1,117.00
Johnson, Wilbert	1,088.00	1,375.00
Kosek, James	880.00	1,073.00
Leopold, Larry	1,028.00	1,156.00
Ranum, Thomas	1,584.00	1,835.00
Skattum, Robert	712.00	905.00
Thompson, Milferd	764.00	1,055.00
Tschudy, Daniel	712.00	905.00
Gallenberger, Andrew	700.00 + 262.00 Ins.	800.00 + 262.00
Hutchinson, Michael	700.00 + 99.00 Ins.	786.00 + 99.00
Samelstad, Mark	700.00 + 99.00 Ins.	800.00 + 99.00
Totals	<u>\$14,362.00</u>	<u>\$17,556.00</u>

City Exhibit 9 gave the following data.

TABLE X
 CITY OF MONROE
 INDUSTRY

THE UNION'S POSITION. The Union says that its exhibit compared neighboring and comparable communities. It says that this exhibit shows that Monroe police are paid less than officers in comparable communities at all levels except entry level, 6 months and one year in Milton. The comparison of the cities of Whitewater, Edgerton, East Troy, Milton, and Evansville is valid under the statutory guidelines.

The Union says that its Exhibit 7 shows that Monroe officers lag considerably behind their counterparts in surrounding communities and need to catch up. This concept can be overriding. It notes that Monroe Sergeants receive at least \$100 less per month than Sergeants in Whitewater, Edgerton, East Troy, Milton and Evansville. A Whitewater investigative officer receives \$165 more than a Monroe investigator as another example. Patrolmen in the five cities receive \$100 or more per month than Monroe patrolmen. In Milton where police officers receive \$51.00 more per month, the City is less than half the population of Monroe. This spread in which Monroe officers receive less becomes more pronounced after five years of service, because after five years of service the Monroe patrolman gets \$984 per month, but the other cities pay from \$1,058 to \$1,200 per month.

The Union says that the City's comparisons are irrelevant to the proceedings. It says that the cities of Baraboo and Watertown are out of the district, but even in the case of Watertown, the settlement was for only 0.4% less than the Union offer.

The Union says that all other cities listed by the Employer as comparable are not so. With the exception of Fort Atkinson, the cities are geographically removed from Monroe, and in the case of Fort Atkinson, no base pay is presented, so the figures are meaningless.

As to the comparison between the Monroe Police Department and the Green County Sheriff's Office, the Union says that the figures shown in Employer's Exhibit 10 showing the Sheriff's as getting a lower annual average salary than the police of Monroe, were based on 1977 levels of compensation. It says that the figures in Employer Exhibit 10 are in conflict with the information in Employer's Exhibit 7 which shows that the monthly salary of the Green County Deputy Sheriffs was \$934 while the patrolman was \$920.

The Union says that the City Exhibits 3 and 5 contain figures reached by "rolling over" other cost items into them, cost items which have been previously agreed to and not in dispute in this arbitration. Exhibit 3 builds longevity into the alleged dollar increase, and Exhibit 5 includes the City wage offer, longevity, and the 5% retirement contribution. The Union says that this inflated the alleged annual dollar increases and percentages, and does not accurately depict the wage offer of the City vis-a-vis the offer of the Union. The City agreed to pay longevity and the 5% retirement contribution regardless of the outcome, and the question is what will be the basic increase - \$700 or 8%.

The Union objects to the dollar amount as treating the new hires in the department better than the senior officers. They get a higher percentage increase, and this does not recognize the years of dedicated service the senior officers have given. This is unfair and inequitable, and it is unreasonable to overlook experience. Senior officers can reasonably expect greater rate increases than new officers.

The Union notes that City Exhibit 4 shows that the officers received a 1% pay increase in 1977, a meager increase which heightens the equities on the Union's side for a reasonable 8% increase in 1978.

The Union says that a review of the wage increases granted to other City of Monroe employees shows that the City has been liberal and generous in granting them increases, but it adopts a parsimonious policy to the Union request which is well within the range of increases granted to others. The Union notes that the composite wage increase for others was 11.81% as compared to the Union request for 8%.

THE CITY'S POSITION. The City says that it has been more than generous in extending increases in salary and benefits as shown in its Exhibit 4. It says that Exhibit 7 shows that it has been extremely favorable to the police when compared to rates paid in southwestern Wisconsin cities with its offer of \$700, especially when this is coupled with the longevity factor which benefits the senior members of the department. This results in an increase of 8.1% on the average. This continues the 8% or over increase accorded to police in Monroe since 1975 as shown in City Exhibit 5.

The City says that the cities listed by the Union in its Exhibit 7 are not comparable with Monroe. With the exception of Whitewater, they are all much smaller than Monroe, lie east of it, and are subject to the cost of living influences of Beloit, Racine, Kenosha and Milwaukee, whose influence does not exist in Green County. As to Whitewater, it is the location of a state university which calls for increased responsibilities for the police. This condition is not present in Monroe.

The one enforcement agency which is almost identically comparable to Monroe is the Sheriff's Department of Green County with headquarters at Monroe. The City says that City Exhibit 10 shows that on the average the Monroe police received approximately 0.49 cents per hour more than the Sheriffs. Both police and Sheriffs live in the same area and carry on their business under the same conditions. Comparing the two departments, the City offers more to its enforcement officers than its nearest comparable agency.

In regard to other City of Monroe employees, the City says that the weighted average of all salary increases for employees who were not department heads or supervisors was 5.68%. There were some extraordinary increases to employees with special skills, but these increases are considered in the weighted average.

The City says that it takes issue with Union Exhibit 6 which attempts to show a composite 11.81% increase in wages of other City employees. It says that in this exhibit all City employees, including department heads and persons with degrees in higher education are included, and that the only persons included in the itemization who are not department heads or college graduates are the Receptionist, Assessor's Clerk, Custodian, Sewer Inspector, Treasurer's Clerk and student help, whose average raise is far less than 8.1%. The City notes that the Captain of Police received only an 8% raise. Street Laborers were given an hourly raise, but five hours a week guaranteed overtime was taken away so they show a drop in wages.

The City says that its proposed 8.1% average wage increase is not only extremely adequate, but also a very fair method of increasing salaries of the Police. The City proposes the base pay raise of \$700 a year which gives a real raise to newer employees by granting them the same dollar amount of raise as older employees. The older employees, however, benefit additionally through the application of longevity to the base raise. Under the Union proposal the older employees would receive not only a higher base rate, but would benefit in addition by longevity applied to the higher base salary. The City feels that longevity should be used to compensate veteran employees, but the base raise should be the same for all employees.

DISCUSSION ON BASE WAGE. In this discussion, base wage will be distinguished from overall compensation. Comparison of base wages to wages in comparable communities and within the same agency is useful for determining the merits of offers.

In this matter, the issue of longevity provides a complexity in determining what the true income of the officers will be. This is so because longevity is in the form of a percentage rather than a flat dollar amount. Thus an increase in base pay brings with it an added benefit for some employees of an increase in dollar amount of longevity. The longevity system is this:

Continuous Employment	% Longevity
5	3
10	6
15	9
20	10

BASIC COST OF BASE WAGES AND LONGEVITY. No exhibits were presented by either party to show what the actual costs of the total basic wage offers are. The arbitrator, using information from City Exhibits 3 and 5 and Table I, extrapolated estimates of Annual Salary for various personnel for 1977 and 1978 as one method of finding it. In another method he multiplied the average annual salary on Monroe Police reported by a City Exhibit as \$11,575 by 16, the number of employees.

In the former method, the arbitrator estimated the 1977 total wage was \$182,944, and the Union offer would cost \$200,274 in 1978, an increase of \$17,330 or an increase of 9.5%. The City cost would be \$196,991, an increase of \$14,047 or an increase of 7.7%. In the second method, City Exhibit 10 states the average annual salary as \$11,575, presumably for 1977. When this is multiplied by 16 officers, the total salary is \$185,200.

If to this figure the amount of \$17,556 (from City Exhibit III) is added for the increased cost to the City in 1978 for the Union offer, the total amount would be \$202,756. The percentage increase would be 9.5%. If the increased cost of \$14,362 of the City's offer is added to \$185,200, the total cost is \$199,562, and the percentage increase is about 7.8%. Thus the arbitrator is reasonably sure through the two methods of calculation that the increases proposed in wages costs are about 9.5% and 7.7% for the Union and City respectively.

Another method of comparison with other departments is to compare a patrolman at a given step in basic wage and overall compensation. The data furnished the arbitrator is insufficient to do this though the Union and City each furnished some comparisons. It should be noted that the patrolman at four years obtains an increase of 6.34%.

The above information is not as exact as the arbitrator would like to have it, but it seems a reasonable conclusion. The proposed cost of the Union offer of basic wages, longevity, and step increases would amount to about an increase of about 9.5% for the City, and under the City's offer the increase would be somewhat about 7.7%. This total increase will be compared with the rise in the CPI during 1977 and will be commented on later.

COMPARISONS WITHIN THE CITY OF MONROE. There are two major exhibits on the subject of comparison of wages of policemen with other City employees in Monroe. Union Exhibit 6 shows that the City increases specific classifications without stating the number in each classification, by certain monthly amounts and percentage increases. The Union then totaled up the specific monthly salaries and came to the conclusion that the composite increase was 11.81%. The City in its Exhibit came forward with the calculation that when one takes no supervisory employees, the average per classification is 7.8%, but the weighted average, taking each employee and the percentage increase for that employee comes to 5.67%.

The Captain of Police is also being raised 8%.

The arbitrator notes that in City Exhibit 8, the increase given to five skilled laborers was 9.2% and to one Mechanic 8.75%. These employees were in the Street Department. The arbitrator believes that these categories are more nearly related to a Police Officer than are some of the other non-supervisory categories. Taking the average for classifications in the non-supervisory employees, which is 7.81%, it would appear that the City offer for policemen, which is in the neighborhood of 7.7% for overall compensation, compares with the raises given others of similar degree of skill.

COMPARISONS WITH OTHER COMMUNITIES. The parties each used different local governments for comparison. They are listed here according to population.

TABLE XI
COMPARISON OF LOCAL GOVERNMENT

<u>Union's List</u>	<u>County</u>	<u>Population</u>
East Troy (Vil.)	Walworth	2,231
Edgerton	Rock	4,461
Evansville	Rock	3,229
Milton	Rock	4,511
Monroe	Green	9,593
Whitewater	Walworth- Jefferson	10,844
<u>City's List</u>		
1 From Exhibit 6		
Baraboo	Sauk	7,887
Watertown	Jefferson, Dodge	17,001
Hartland (Vil.)	Waukesha	4,393
Oshkosh	Winnebago	51,194
Prairie du Chien	Crawford	5,673
Menasha	Winnebago	15,160
Waupun	Fond du Lac, Dodge	8,236

Platteville	Grant	9,032
St. Francis	Milwaukee	10,306
Fort Atkinson	Jefferson	9,902
Ashland	Ashland	9,109

2 From Exhibit 7

Darlington	Lafayette	2,498
Dodgeville	Iowa	3,369
Lancaster	Grant	3,984
Monroe	Green	9,593
Platteville	Grant	9,032
Prairie du Chien	Crawford	5,673
Richland Center	Richland	4,778

As can be seen from the foregoing lists, there is a considerable diversity of governments represented. Union Exhibit 7 has cities largely to the east of Monroe, City Exhibit 7 has communities lying to the west of Monroe, and City Exhibit 6 has a list of cities spread through the State.

It appears that the best comparisons might be made by attempting to compare municipalities in the same, adjacent, or nearby counties, and, if possible, municipalities of the same size. The arbitrator believes that the best comparison might have been made from the following comparisons, but the data furnished is too scanty to draw strong conclusions.

TABLE XII

MUNICIPALITIES NEAR TO MONROE AND COMPARABLE ON THE BASIS OF GEOGRAPHY AND ECONOMIC AREA FOR PATROLMAN'S PAY AFTER 4 YRS.

Primary List - Municipalities Comparable in Size

<u>City</u>	<u>1977</u>	<u>1978</u>	<u>1978 % Inc.</u>
Fort Atkinson			7.0
Monroe			
Union	920	994	8.0
City	920	978	6.3
Platteville			7.1

Secondary List - Smaller Nearby Municipalities

East Troy	1,045
Edgerton	1,068
Evansville	1,060
Milton	975
Darlington	779
Dodgeville	855
Lancaster	870

On the basis of this meager information, it appears that Monroe had a pay scale greater than that afforded in municipalities to the west of it and lesser than municipalities to the east. The City's offer is lower than what is being offered in nearby cities of the same size, and the Union's offer is also lower. This type of comparison cannot be conclusive in determining what the settlement should be, because of the meager information. For example, Monroe offers longevity which increases the pay after five years, but Edgerton does not; so a true comparison cannot be easily made. It is, however, the opinion of the arbitrator that Monroe lags at the top of its scale.

COMPARISONS WITH DEPUTY SHERIFFS. City Exhibit 7 was a comparison of Deputy Sheriff's pay with that of other Police Officers in southwestern Wisconsin. See Table IV. From this table it can be ascertained that in 1977 the Deputies pay in Green County was \$934 a month, \$14 higher than the pay of a patrolman after four years at Monroe. However, the Monroe policemen at the 4th step receive a higher pay than Deputies in five other southwestern Wisconsin counties. City Exhibit 10 appears to contradict this information, giving the average annual salary for the City for an unstated year, presumably 1977, as \$11,575 for Police Officers and the County as \$10,360 for Deputy Sheriffs. This gives an average monthly salary for the City of \$965 and for the County of \$863. The discrepancy between dates derived from City Exhibits 7 and 10 cannot be resolved by the arbitrator, but he is of the opinion that City Exhibit 7 is correct as to the top salary of Deputy Sheriff being at \$934 and the Monroe Police at \$920 in 1977.

The Deputies worked 42 hours a week in Green County as compared to the patrolman's 40 hour week.

COMPARISON OF LOCAL EMPLOYERS. City Exhibit 8 showed an average increase of 7.1% for private employers. It should be noted that in this exhibit the industrial employees were increasing around 8.0%, and the service industries and food processing by a lesser amount. The Union objected to this exhibit as not providing what employees were involved and what their basic wages were.

SUMMARY ON BASIC WAGE. On the basis of the foregoing information, the arbitrator makes the following judgments.

1. The offer of the City maintains the place of Monroe in a position between Police Officers' salaries offered in municipalities east of it and municipalities west of it.

2. Percentagewise, the City offers on basic salary alone tends to fall below a dimly emerging pattern of 7% in the area, but when its overall effort is considered including payment of basic wages, longevity and step increases, it presents an offer more nearly comparable to percentage increases offered in the emerging pattern.

3. The City offer on basic wage tends to fall below the average of its offers to the other City employees, especially those in supervisory positions, but its overall effort including longevity and step increases tends to meet the pattern of its offer to others.

4. The City offer is less than the increase given the Captain of Police.

5. The City improves its position for starting salaries but tends to fall behind for top salaries offered in municipalities east of Monroe.

6. The City's position in 1977 was adequate when compared to the pay scales of Deputy Sheriff's in the southwestern Wisconsin counties.

In the absence of adequate data on which to compare top patrolmen's pay, and because of the presence of a longevity feature, the arbitrator must rely on judging the adequacy of the City's overall effort in the raising of salaries. This effort approaches an increase of 7.7% in total pay, though the benefits are unevenly distributed among the officers. This effort when judged against the cost of living increase (discussed subsequently) and against the pattern for skilled employees in the City meets the statutory guidelines for overall compensation in the judgment of the arbitrator. The Union offer of 8% may be justified, but the data is too skimpy, and there is evidence based on Deputy Sheriff's pay that Monroe is in a different economic setting than the setting of the municipalities listed in Union Exhibit 7.

IX. COST OF LIVING. Neither party presented any data concerning changes in the cost of living, which is usually considered to be reflected by the Consumer's Price Index. This agreement runs from January 1, 1978, to December 31, 1978. The appropriate standard to be used then is the average annual increase of the Consumer Price Index in 1977. The average CPI for 1976 was 170.5 and for 1977 was 181.5, an increase of 6.5%.

The conclusion is that as far as this guideline is concerned, the City's offer more nearly meets the guideline with its offer of overall salary at 7.8% and its proposed increase of 6.3% for a patrolman at four years than does the Union with its offer overall at 9.5% and its proposal of 8% increase at four years.

X. OVERALL COMPENSATION. The information on overall compensation has been given as far as the arbitrator can ascertain it in his previous discussion. The City has shown percentage increases in its Exhibit 5 (Table VII), but the arbitrator has not been able to verify the claims made in this chart. The Union objects that this exhibit includes matters already agreed to.

Fringe Benefits. City Exhibits 4 and 7 presented some information on which comparisons of fringe benefits can be made. In the matter of longevity the City has had its present plan since 1971. According to City Exhibit 7, it is one of four cities or counties among the six counties and seven cities listed to have a longevity program. Its top longevity rate is lower than the other three governments which have such a program.

As far as vacations are concerned, the City has a plan since 1976 of six days for one year, 12 days for two years, 18 days for ten years, 24 days for 15 years and 30 days for 20 years. This appears to offer greater benefits at the top ranges than other plans.

Monroe has provided seven holidays during the year which is the same since 1971. All of the other governmental agencies in Exhibit 7 (six counties and seven cities) but one (Lafayette County) provide more holidays per year. The 1978 agreement between the parties provides that the Employer will contribute \$33.02 toward the premium of a single person and \$87.42 for a family. This is the same as the previous year. In 1977 the family premium was seventh among the 13 governmental units listed in City Exhibit 7. In clothing allowance in 1977 the City was high among all 13 units with the possible exception of Darlington. The City maintained the practice of paying all the employee's share of the Wisconsin Retirement Fund, which is comparable to most of the 13 units listed in City Exhibit 7. The City offers 120 days sick leave. The normal work week is forty hours for employees and overtime is paid at the rate of time and one-half. The City offers life insurance in the amount of \$8,000.

None of the above items were costed out to determine overall compensation and no comparisons were made with similar benefits in comparable districts.

Conclusion. The arbitrator concludes that the City offers benefits which meet the statutory guidelines for comparability.

XI. CHANGES DURING THE PENDENCY OF THE PROCEEDINGS. The one change which should be noted that has occurred is the CPI announced for June, 1978, which is 195.3, a change of 1.0% over the previous month and 7.4% for the period from June 1977 to June 1978. The CPI is going up rather sharply, but the arbitrator believes that the basis for determining the salary as of January 1, 1978, should be the annual increase of the CPI in 1977, and in this the City's offer meets the statutory guideline. The increase in 1978 can be dealt with in 1978 negotiations for 1979.

XII. OTHER FACTORS. There is the factor here of retroactivity for the Police-Investigator. The parties agreed that he be paid at the rate of a Sergeant, but the City wants this to commence on January 1, 1978, and the Union wants it to be started on June 1, 1977. On May 31, 1977, Fred H. Fuller, Business Representative, wrote to Mayor Clifford Reasa of the City of Monroe, saying that his attention had been called to the fact that an employee in the department was performing the duties of an investigator. He said that since such a classification was not listed, it was the desire of the Local to negotiate an investigator rate. This letter was answered on June 16, 1977, by Mayor Reasa who said that the matter was brought to the attention of the Salary Committee sometime back with a recommendation from the Chief of Police. He said that the Salary Committee thought it would not be too long before the City would be notified of re-negotiations for a new contract, and it was the feeling of that committee that it should wait until that time to discuss the "extra position." Mr. Fuller replied on June 20, 1977, saying that although the Local would prefer to resolve the matters as soon as possible, it would agree to negotiate it along with the new contract for 1978 providing the City would agree to make any increase retroactive to June 1, 1977.

The Patrolman-Investigator Thomas Ranum was described by Chief Richard Busch as efficient as of January 1, 1978, and as working on his own, but getting supervision from the Chief and from the Captain of Police.

The Chief said he had been Patrolman-Investigator for 4-1/2 years, and thereafter was elevated to the position of Captain in 1976 and to Chief in May, 1978.

THE UNION'S POSITION. The Union noted that the Local advised the City in the Business Representative's letter of June 20, 1977, that it would negotiate the issue at the time of new negotiations provided that the City would agree to retroactivity, and then heard nothing from the City on this point.

The Union says that the equities favor the Union because otherwise the officer assigned to the position of Patrolman-Investigator will have worked at this position of increased duties and responsibilities at the same level of compensation as a patrolman from June 1, 1977 to January 1, 1978. There is nothing improper in having retroactivity extending to a date earlier than the retroactivity for the overall contract.

THE CITY'S POSITION. The City says that the Union asserts that since the City did not respond to its letter of June 20, 1977, the City should be bound to pay any increase in the Patrolman-Investigator's pay retroactive to June 1, 1977. The City disagrees with this contention first on the ground that it is a rule of contract law that consent to a proposal cannot be implied by silence, and secondly on the ground that it never agreed to pay the salary retroactive to June, 1977. Negotiations commenced shortly after the City received the letter of June 20, 1977, and the matter was heatedly negotiated throughout the proceedings, with no assumption, implied or otherwise, that the matter had been settled.

The City points to the testimony of Acting Chief Busch that he was the only other Patrolman-Investigator the City ever had, and he received no additional pay for performing his duties. Further the City has already agreed to pay Sergeant's pay to Investigator Ranum who was not a Sergeant.

The City also says that it does not feel that Officer Ranum should receive the higher pay until he had undergone on-the-job training and become familiar with the processes to become more proficient. Thus he should work his new job for six or seven months before receiving an increase in pay. This is consistent with the probation procedures required of any new Police employee who serves a six months probationary period, and then receives an increase in salary.

DISCUSSION. From the correspondence it appears that there was no position of Patrolman-Investigator in the classification of employees, but a patrolman had been assigned to do investigating. From the testimony of Chief Busch, this type of activity had been assigned to a patrolman in the past without extra compensation. Thus it must be considered to have been an activity within the job duties of patrolman prior to the new contract. The new contract defined the job as a specific classification in itself with a higher rate of pay. Therefore the pay should begin with the date of the new agreement. While it is customary in arbitration to compensate employees at the rate of a higher classification when assigned out of classification to that higher classification, in this case there was no specific higher classification, and the duties assigned had been performed both within the Patrolman classification and Sergeant classification. Where there are overlapping assignments of job duties, it is the right of the Employer to determine which classification shall perform the functions.

The arbitrator in so holding does not accept the theory of the City that the employee should not have been paid, because he was in training, since an employee assigned out of classification should be paid at the higher classification. In this case the employee was not assigned out of classification, but is now assigned in a new classification commanding higher pay.

SUMMARY. The arbitrator finds the following to be the case.

1. The matter of basic wages is made complex by the existence of a longevity system which grants percentage increases so that top salaries cannot be easily compared. There was insufficient evidence on patrolmen salaries in a sufficient number of comparable communities to make a firm judgment on whether the Union's offer or City's offer most nearly meets the standard of comparability with other communities. The need for the City to "catch up" was not made clear. While the City's offer was lower than in municipalities to the east of Monroe, its 1977 rate was higher than that in cities to the west of Monroe, and its wage rates were comparable to Deputy Sheriffs in Green County and in counties to the west. Thus the offers have been considered in terms of overall effort by the City in wage compensation.

2. The arbitrator believes that the overall cost of the Union offer including basic wage, longevity and step increases will amount to a 9.5% increase over the 1977 total cost. He believes that the City offer will cost about a 7.7% increase. Again, in view of the lack of adequate comparisons with other communities, the arbitrator resorts to the change in the Consumer Price Index for the annual average of 1977 as a measure of adequacy of offers. This change was a 6.5% increase. Therefore the City offer meets the statutory guideline and comparability with the changes in the cost of living.

3. The arbitrator believes that the salary of the Patrolman-Investigator should commence at the level of Sergeant beginning January 1, 1978, because prior to this time the function of investigation had been a function included in the assignment of

Patrolman and Sergeant both, and it is the right of management where there is an overlapping assignment of function between classifications to assign the function to either classification.

4. Principally on the basis of the City offer meeting the annual change in the CPI, the arbitrator holds that the Agreement between the parties should include the City's offer for 1978.

AWARD. The offer of the City of Monroe on wage rates and retroactive pay for an investigator should be included in the 1978 Agreement between the City and Local Union No. 579, General Drivers, Dairy Employees, and Helpers, I.B.T.,C.,W.,& H. of A.

Frank P. Zeidler /s/

Arbitrator

August 24, 1978