

BEFORE THE ARBITRATOR

Appointed By

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

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In the Matter of Binding Arbitration Between	*	ARBITRATION AWARD
CITY OF OCONOMOWOC	*	
(Police Department)	*	Case XVII
and	*	No. 22607
	*	MIA - 370
DRIVERS, SALESMEN, WAREHOUSEMEN,	*	Decision No. 16272-A
MILK PROCESSORS, CANNERY, DAIRY	*	
EMPLOYEES AND HELPERS	*	
UNION LOCAL 695,	*	

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APPEARANCES: Roger E. Walsh, Attorney for the City of Oconomowoc  
Michael Spencer, Business Representative, Teamsters Union Local No. 695

BACKGROUND

The above entitled matter came on for hearing as a result of a petition for final and binding arbitration under Section 111.77, Wisconsin Statutes, filed by Teamsters Union Local No. 695. The parties were in attendance on June 27, 1978 at the City of Oconomowoc and offered such evidence, exhibits and testimony as they deemed pertinent to the matter before the Arbitrator. Briefs were exchanged through the Arbitrator on September 20, 1978.

FINAL OFFERS

City's Final Offer: Wages - Effective 1/1/78 - 7.5% increase to all 1977 rates  
Effective 1/1/79 - 7.5% increase to all 1978 rates  
Duration - Two years - from January 1, 1978 through December 31, 1979

Union's Final Offer: Effective January 1, 1978 7.75%  
added to all classifications (from 1977 rates)  
Effective January 1, 1979 7.8%  
added to all classifications (from 1978 rates)

DISCUSSION

The Arbitrator, after having considered and reviewed all of the exhibits of the Union and having considered and reviewed all of the exhibits of the City, together with the briefs and arguments made by the respective parties, is convinced that the determining factor in the above issue is most strongly influenced by the communities compared in the respective exhibits of the parties. The only issue to be resolved is one of wages and the exhibits must be considered in this light.

The City submits a community comparison group of about a 30 mile area but utilizing the City of Oconomowoc as its approximate hub. The Union does not object to those communities which it considers in the Milwaukee labor region, for comparison purposes. The Union does object to the communities of Horicon, Waupun, Watertown, Mayville, Beaver Dam, Jefferson, Fort Atkinson and Lake Mills, as not being comparable to the City of Oconomowoc.

Reflecting on the positions and exhibits of the parties, the Arbitrator is persuaded that it would be unfair to consider the City of Oconomowoc solely in comparison with communities in the immediate Milwaukee labor market, although this area does exert economic conditions upon the Oconomowoc community; and, therefore, has analyzed and considered, over the objection of the Union, the municipalities offered as comparable by the City.

In analyzing the City's final wage offer and the Union's final wage offer and judging them in regard to the directions and guidelines provided by the Wisconsin Statutes, Section 111.77 (6), the Arbitrator does find that the City's final offer of wages is fair and reasonable in comparison with other similar communities for the services performed; and the Arbitrator is of the judgment in the final analysis, having given weight to the factors enumerated in Section 111.77 (6) of the Wisconsin Statutes, that the City's final offer is the one to be selected.

On the basis of the above considered the facts, exhibits and discussion, the undersigned renders the following:

AWARD

That the City's final offer be awarded and that it be incorporated into and made a part of the labor agreement for the two years from January 1, 1978 through December 31, 1979.

Dated at Madison, Wisconsin, this 31st day of January, 1979.

William S. Fields /s/  
WILLIAM S. FIELDS, Arbitrator