

STATE OF WISCONSIN
BEFORE THE ARBITRATOR

In the Matter of the Petition of
KIMBERLY PROFESSIONAL POLICEMEN'S
ASSOCIATION
For Final and Binding Arbitration
Involving Law Enforcement Personnel
in the Employ of
VILLAGE OF KIMBERLY

Case I
No. 22894
MIA-381
Decision No. 16400-A

Appearances:

Sgt. Thomas G. Oatman, President, Kimberly Professional Policemen's Association, appearing on behalf of the Association.
Mr. Donald Valentyne, Trustee, Village of Kimberly, appearing on behalf of the Village.

ARBITRATION AWARD:

On June 21, 1978, the undersigned was appointed impartial arbitrator by the Wisconsin Employment Relations Commission to issue a final and binding arbitration award in the matter of the dispute existing between Kimberly Professional Policemen's Association, referred to herein as the Association, and the Village of Kimberly, 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 Association or that of the Employer. Hearing was conducted on August 1, 1978, at Kimberly, Wisconsin, at which time the parties were present and given full opportunity to present evidence, and to make relevant argument. No transcript of the proceedings was made, and no briefs were filed in the matter.

THE ISSUE:

The sole matter in dispute between the parties is the percentage increase to be applied to the wages of police officers of the Employer. The final positions of the parties are set forth below with respect to said issue.

ASSOCIATION FINAL OFFER:

We request a wage increase of 8% on the base hourly rate of \$5.71 for Patrolmen/ or \$6.17 per hr. and 8% on the Sgts. rate of \$5.97/ or \$6.45 per hr.

This rate to be effective Jan. 1, 1978.

EMPLOYER FINAL OFFER:

The Village of Kimberly offers the Policemen's Association a 7 percent across the board wage increase for the 1978 contract year.

DISCUSSION:

In support of its position the Employer has advanced argument relating to the statutory criteria found at 111.77 (6)(c) and (h). Specifically, with respect to criteria at (c) the Employer argues that because it has limited its budgetary provisions to a 7% increase, it is foreclosed from paying beyond that level for settlement. Additionally, with respect to criteria (h), the Employer argues that the pattern of settlements in the community for all other employees of the municipality has been established at 7% and that, therefore, the Employer offer of 7% to the police should be adopted.

The Association has relied on criteria found at 111.77 (6)(d), (e), and (f) in support of its position. Specifically, with respect to criteria found at (d) and (f) the Association contends that comparisons of wages as well as comparisons of overall compensation would justify adopting the Association final offer. Additionally, the Association argues that the criteria found at (e), the average consumer prices for goods and services, commonly known as the cost of living, would favor the adoption of the Association offer. Additionally, the Association argues that because the settlements which were arrived at for 1975, 1976 and 1977 were a flat cents per hour across the board, which computed to a lower percentage in those years than the percentage increase to other employees of the Employer, the Association is entitled to a higher percentage than all other employees of the Employer in this round of bargaining.

The Arbitrator will first address the Employer argument, that because his budget was established at a 7% level for increases to all employees, he is unable to meet the cost of the 8% offer of the Association. The undersigned rejects the Employer argument with respect to ability to pay. The parties agreed at hearing that by reason of turnover in the police force, the 7% budget by the Employer results in sufficient money to pay the 8% offer of the Association. It is unnecessary to further analyze the budget to determine whether the Employer has the ability to pay, since it is clear that the Employer has the financial wherewithall to meet the Association offer. It follows, then, that the Employer's contention that they are unable to meet the cost of the Association offer is rejected, and the decision as to whose offer is preferred will not be determined based on criteria found at 111.77 (6)(c).

The record is clear that all employees of the Employer, with the exception of several unrepresented employees had their wages increased by an amount of 7%. The undersigned concludes that a pattern of settlement has occurred, which would favor the 7% offer made to the Association in this matter, unless the evidence provided by the Association with respect to wages paid to police officers in comparable communities; or total compensation of police officers in comparable communities would clearly establish that an 8% increase is justified.

The undersigned has reviewed Association exhibits Nos. 1, 2, 3 and 4, which makes comparisons of wages and comparisons of total compensation between employees represented by the Police Association and police officers in Combined Locks, Little Chute, Kaukauna, Appleton, and Outagamie County. The undersigned has further verified the information shown in Association exhibits Nos. 1, 2, 3 and 4 against the collective bargaining agreements from the respective communities which were received into evidence as Association Exhibits Nos. 5 through 11. The comparison indicates that the data contained in Association Exhibits Nos. 1, 2, 3 and 4 is reliable.

Having determined that the information in Association Exhibits Nos. 1, 2, 3 and 4 is reliable, it remains to decide whether the comparison of wages or the comparison of total compensation with police officers in the aforementioned communities would justify the additional 1% which the Association is asking over and above the Employer's final offer. A review of the exhibits shows that the policeman's rate for police officers of the Employer would be \$12,833.60 if the Association offer is adopted. This compares with the top policeman rates in the surrounding communities as follows:

Combined Locks	\$ 12,604.80
Little Chute	13,530.66
Outagamie County	13,041.00
Kaukauna	13,400.00
Appleton	14,772.00

In considering wages only it is clear from the foregoing comparison that the Association offer would exceed wages for patrolmen only when compared to the community of Combined Locks, and would be less than the patrolman's wages in Little Chute, Kaukauna, Outagamie County and Appleton. By reason of the size of the City of Appleton, the undersigned does not consider Kimberly and Appleton to be a proper comparison. However, even in refusing to consider patrolman's salary in Appleton, it is clear that the rates of pay for the top patrolman position for patrolmen in the employ of the Employer is less than that of patrolmen in the communities of Little Chute, Kaukauna and Outagamie County, even if the Association offer is adopted. The Association offer would exceed the top patrolman rate in the community of Combined Locks by approximately \$230.00 per year, but then so would the Employer offer by approximately \$104.00 per year. From the comparison of the data on wages alone the undersigned concludes that the Association offer is to be preferred.

In addition to the comparison of wages, the undersigned has also compared total compensation, and notes that with respect to call in time, court time, pensions, overtime, holidays, health insurance, sick leave, the employees of this Employer have no benefits which are substantially superior to those in the communities of Combined Locks, Little Chute, Outagamie County and Kaukauna. The undersigned further notes with respect to total compensation, that the employees of this Employer have no longevity, whereas longevity is provided to the police of Combined Locks, Little Chute, Outagamie County and Kaukauna. Additionally, with respect to vacations, the undersigned notes that the employees of this Employer enjoy a sixth week of vacation after 25 years, which none of the employees in the other comparable communities enjoy; and the undersigned further notes that the employees of this Employer have an additional incentive payment, which of the comparable communities as recited earlier, only Outagamie County has such coverage. In considering total compensation in its entirety, the undersigned concludes that the advantage that the instant employees enjoy, with respect to vacations, is more than offset by the longevity provisions which police officers in the comparable communities enjoy in all other communities which have been compared, and it would, therefore, follow that based on the criteria of total compensation the Association offer is also preferred.

The Association has further argued that cost of living at its present rate of acceleration would favor their offer. The undersigned does not conclude that the cost of living would establish a clear superiority to the Association offer, however, the 8% wage increase proposed by the Association is not excessive when compared to the rate of escalation of cost of living currently being experienced.

In considering all of the criteria to which the parties argued and presented evidence, the undersigned is of the opinion that the offer of the Association is to be preferred in the instant dispute, because the comparison of the wages and total compensation of police officers of this Employer with the wages and total compensation paid to police officers in the other comparable communities would favor the 8% proposed by the Association, even though it is in excess of the pattern of settlement with all other employees of the Employer.

Based on the statutory standards, the exhibits, the arguments of the parties, and for the reasons as stated in the discussion above, the Arbitrator determines that the final offer of the Association be incorporated into the Collective Bargaining Agreement for the year 1978.

Dated at Fond du Lac, Wisconsin, this 8th day of August, 1978.

Jos. B. Kerkman /s/

Jos. B. Kerkman,
Arbitrator

JBK:rr