

STATE OF WISCONSIN  
BEFORE THE ARBITRATOR

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In the Matter of the Petition of

CITY OF MUSKEGO

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

CITY OF MUSKEGO  
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WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

Case XXII  
No. 24075  
MIA-414  
Decision No. 16972-A

Appearances:

Lindner, Honzik, Marsack, Hayman & Walsh, S. C., Attorneys at Law, by  
Mr. Jonathan T. Swain, appearing on behalf of the Employer.

Mr. Michael Spencer, Business Representative, Teamsters Union Local 695,  
appearing on behalf of the Union.

ARBITRATION AWARD:

On April 24, 1979, the Wisconsin Employment Relations Commission appointed the undersigned as arbitrator to determine a dispute existing between the City of Muskego, referred to herein as the Employer, and Teamsters Union Local 695, representing the Muskego Policemen's Association, referred to herein as the Union. 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 4, 1979, at Muskego, 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 2, 1979.

THE ISSUES:

The issues in dispute between the parties are set forth in their final offers as follows:

UNION FINAL OFFER:

ARTICLE V      WAGES

7.25%

NEW ARTICLE      LONGEVITY

A.      Longevity pay increments will be:

After Five (5) continuous years of service \$7.00 per month

After ten (10) continuous years of service \$12.00 per month

After Fifteen (15) continuous years of service \$17.00 per month

Payment shall be made to employees the first pay period in December of each year.

EMPLOYER FINAL OFFER:

Wage increase effective January 1, 1979 to all Ranks and Classifications of (\$7.25%) Seven and one-quarter percent.

DISCUSSION:

While both parties to this dispute have submitted final offers on wages, it is clear from the offers that the general wage increase is not disputed, since both parties propose a 7.25% increase. The sole issue, then, in dispute is whether the Union proposal for longevity pay after 5, 10 and 15 years should be incorporated into the Collective Bargaining Agreement, or whether no longevity provision should be contained in the Agreement as proposed by the Employer. In determining which offer is to be incorporated into the Collective Bargaining Agreement, the undersigned will apply the statutory criteria found at Wisconsin Statutes 111.77 (6), which directs the Arbitrator to 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.

The parties to this dispute have directed their proof and argument principally to criteria (d), a comparison of wages, hours and conditions of employment of the instant employes with other employes in public employment in comparable communities; and criteria (f), the overall compensation criteria. The undersigned concludes that based on the record, criteria (f) has little value in the instant dispute, because the evidence which was submitted by the Employer directed at criteria (f), "overall compensation" does not include direct wage compensation for any of the employes in the communities which the Employer contends are comparable. Since criteria (f) directs the Arbitrator to consider overall compensation, including direct wage compensation, the undersigned is unable to make any valid comparisons without that data. The outcome of this dispute, then, will be determined primarily on reliance of criteria (d) of the statute.

The parties have each submitted a list of comparable communities for the undersigned to consider. As is common in these matters the comparables relied on by the parties are not identical. The Employer relies on all suburban communities of the City of Milwaukee, while the Union relies principally on the suburban communities which lie southwest of Milwaukee. Thus, the Employer's list of comparables is larger and more inclusive than that of the Union, however, the Union comparables are also contained within the listing of comparables expressed

by the Employer. After a review of the proposed comparables, the undersigned concludes that it is not necessary in this matter to determine whose comparables should be relied upon. While the Union comparables show that all of the comparable employers have longevity, the Employer comparables do not. Even if one were to accept the Employer's comparables, however, the longevity provisions in collective bargaining agreements are found in a preponderance of the comparable communities listed by the Employer, and from that fact the undersigned concludes that based on criteria (d) the concept of longevity would support a longevity provision in the Agreement.

Having concluded that a longevity provision is supported by the comparables it remains to be determined whether the specific longevity provision advanced by the Union should be adopted.<sup>1</sup> The undersigned has carefully scrutinized the proposal of the Union which calls for \$7.00 per month after 5 years continuous service; \$12.00 per month after 10 years; and \$17.00 per month after 15 years in comparison with the longevity provision of collective bargaining agreements in the suburban communities adjacent to the City of Milwaukee. The undersigned concludes from the evidence that the most prevalent provision found in agreements, irrespective of whether one uses the Union's comparison or the Employers, is \$5.00 per month after 5 years of service; \$10.00 per month after 10 years of service; and \$15.00 per month after 15 years of service. In fact, the record discloses that at best there are only several communities which have superior longevity provisions at the 5, 10 and 15 year levels. Since no evidence was submitted in this record by the Union to support its position that this unit should be entitled to superior longevity payment than longevity benefits in comparable communities; the undersigned concludes that the Union has failed to establish by any evidentiary submission that its offer should be adopted. While other employers pay longevity beyond the 15 year mark, given the fact that no employe in the employ of this Employer has more than 15 years service, and only 2 employes have over 10 years service; the undersigned concludes that longevity benefits beyond the 15 year mark found in comparable employers' agreements are not relevant in this matter.

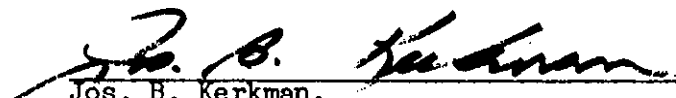
#### CONCLUSIONS:

Having concluded that the Union has failed to make an evidentiary showing to support its request for superior longevity benefits to those of other employers, the undersigned adopts the Employer final offer in this matter. If the Union had proposed a longevity benefit at levels which comparable communities offer in their agreements, the undersigned would have concluded otherwise.

#### AWARD

Based upon the statutory criteria, the record in its entirety, the argument of counsel, and the discussion set forth above, the Arbitrator determines that the final offer of the Employer be incorporated into the Collective Bargaining Agreement for the year 1979.

Dated at Fond du Lac, Wisconsin, this 7th day of August, 1979.

  
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Jos. B. Kerkman,  
Arbitrator

JBK:rr

1) The undersigned will not consider the cost impact of the longevity provision, since the record is clear that the present cost of the longevity provision proposed by the Union is only .3%.