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In the Matter of Final and Binding Arbitration Between :
: AWARD NOV 26 1980
HARTFORD POLICE DEPARTMENT EMPLOYEES, :
LOCAL 1432-A, WCCME, AFSCME, AFL-CIO : Case XWISCONSIN EMPLOYMENT
: No. 25457 AT MOA 567 COMMISSION
and : Decision No. 17770-A
CITY OF HARTFORD :

I. HEARING. A hearing on the above matter was held on August 11, 1980, at the City Hall, Hartford, Wisconsin, beginning at 9 a.m.

II. APPEARANCES.

Mr. Richard W. Abelson, District Representative, Wisconsin Council of County and Municipal Employees, AFSCME, AFL-CIO, appeared for the Union.

Mr. Charles Carlson, Consultant, appeared for the City of Hartford.

III. NATURE OF THE PROCEEDINGS. This is a matter of final and binding final offer arbitration under Section 111.77 of the Municipal Employment Relations Act of the State of Wisconsin. The Union filed a petition with the Wisconsin Employment Relations Commission on December 12, 1979, requesting the initiation of compulsory final and binding arbitration pursuant to Section 111.77 (3) of the Act, to resolve an impasse with respect to wages, hours and conditions of employment of non-supervisory police personnel. After investigation, Commission investigator Stuart S. Mukamal advised the Commission on March 20, 1980, that the parties remained at impasse. The Commission concluded that an impasse within the meaning of the statute existed and that conditions precedent to the initiation of compulsory final and binding arbitration as required by the statute existed, and ordered arbitration on April 23, 1980. The parties having selected Frank P. Zeidler, Milwaukee, as arbitrator, the Commission appointed him on June 12, 1980. An arbitration hearing was held on August 11, 1980, after the parties attempted further negotiation. The parties were given full opportunity to present evidence and exhibits. Briefs were exchanged through the arbitrator on October 3, 1980, and reply briefs were sent on October 13, 1980.

IV. FINAL OFFERS OF THE PARTIES.

The final offers of the parties follow herewith. That portion of the Union offer which deals with Dispatchers and Police Secretary are not included in this arbitration which is confined to non-supervisory sworn officers only.

APPENDIX A

CITY OF HARTFORD FINAL OFFER (SWORN)

The City of Hartford makes the following final offer:

1. ARTICLE IV WORKDAY AND WORKWEEK. Change to read as follows:

4.01 B. Shifts: The normal schedule of shifts for Patrolmen is as follows:

- 7:00 A.M. to 3:00 P.M.
- 3:00 P.M. to 11:00 P.M.
- 7:00 P.M. to 3:00 A.M.
- 11:00 P.M. to 7:00 A.M.

The normal shift for the Night Sergeant is 7:00 P.M. to 3:00 A.M. provided, however, that the Chief of Police may alter the hours of the shift of the Night Sergeant in emergencies, and the hours of his shift may be altered by mutual consent in other instances.

2. ARTICLE XVII CLASSIFICATION AND WAGE SCHEDULE. Renumber 17.02 as 17.03 and add the following:

17.02 PAY PERIODS: Employees shall be paid for hours actually worked during the payroll period.

3. APPENDIX A. Increase all rates of pay by 7.75% retroactive to January 1, 1980. The resulting schedule is as follows:

APPENDIX "A"

Monthly-Hourly - Salary Schedule

CLASSIFICATION	EFF. 1/1/80	
	Hourly	Monthly
Patrolman		
Start	6.81	1196.85
After 6 months	7.11	1249.95
After 12 months	7.40	1301.02
After 24 months	7.77	1366.37
After 36 months	8.19	1439.90
Detective/Sergeant	8.49	1493.01

"All other issues as in attached stipulation of agreements or as in 1979 contract.

CEC 2/7/80 /s/"

APPENDIX B

FINAL OFFER OF THE UNION

<u>WAGES:</u>	\$100.00 - 1/1/80) Det./Sgt.)	MIA
	\$ 40.00 - 7/1/80) Patrol.)	
	\$ 65.00 - 1/1/80)) MED/ARB
	\$ 45.00 - 7/1/80) Dispatchers	
	9.5% - 1/1/80) Police Sec.)

WORKER'S COMPENSATION: Article XIV, Section 14.01:

Amend to provide for full pay for a period of six (6) months (from current 4 months). Remainder of language - no change.

SICK LEAVE - RETIREE'S PAYOUT: Article XIII, Section 13.07:

Amend to provide a payout of thirty-five percent (35%) (from current 10%). Remainder of language - no change.

"All other issues as in attached stipulation of agreements or as in 1979 contract.

2/7/80 RWA /s/"

V. FACTORS GIVEN WEIGHT.

Section 111.77 (6) of the Municipal Employment Relations Act is as follows:

"(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."

The foregoing factors will be applied to the issues where appropriate.

VI. **LAWFUL AUTHORITY OF THE EMPLOYER.** The arbitrator finds no issue here which concerns the lawful authority of the Employer to meet either offer.

VII. **STIPULATIONS OF THE PARTIES.** There is no matter in dispute here involving stipulations of the parties. However the City asserts that in the changes in the agreement stipulated to and shown in Jt. Ex. 4, all the changes were concessions made by the City which increase employee benefits.

VIII. **THE INTEREST AND WELFARE OF THE PUBLIC AND THE FINANCIAL ABILITY OF THE UNIT OF GOVERNMENT TO MEET COSTS.**

A. The City is not arguing ability to pay in the absolute sense, but argues relative ability to pay. The City has selected 15 other municipalities to compare with Hartford. These are Sheboygan Falls, Horicon, Mayville, Port Washington, Fort Atkinson, Ripon, Jefferson, Plymouth, Waupun, Hartland, Grafton, Delafield, Pewaukee, Kewaskum and Lake Mills. According to Employer Exhibit 4, the taxes on a \$40,000 home in Hartford in 1978 came to \$961, the highest amount paid for a home of such value in any of the 16 municipalities. The Clerk-Comptroller for the City, Mr. John Spielmann, states that the situation has worsened so that property taxes are 10% to 35% higher for Hartford residents than they are for other area residents with comparable property. Employer Exhibit 22 indicated that among the 16 municipalities, Hartford was 12th in per capita income.

It was the testimony of the Clerk-Comptroller that 50 of the 600 employees at the Broan Corporation were on layoff at the time of the hearing, and the company was working on short workweeks. Another company, Microdesign, had 11.6% of its employees off, between 500 and 600 in number. The Chrysler Corporation with about 600 employees had 125 to 135 on indefinite layoff. 21 employees of a stamping company are off, and a canning company has a decline in business of about 33%. However there have been wage improvements with some of the companies mentioned. There was an 8% increase in the first year of a new contract at Chrysler and an 8% increase at Microdesign, and a 10% increase at Broan. The Employer says that even though other factors may justify the wage increases asked by the Union, the employment and economic conditions support the Employer's offer over the other factors.

Employer Exhibit 3 a. was a news story from the Milwaukee Sentinel of January 16, 1980, stating that the City of Hartford ranked first in property taxes for Washington County governmental units in 1979, and third in 1980 among 50 such units. The Sentinel on January 10, 1979, stated that the taxes for a \$40,000 house in Hartford were \$867.40 or the highest rate for such a house among the governmental units of the County. This rate exceeded the highest rates in Ozaukee and Waukesha Counties (Emp. Ex. 3 b, d, and e). Among the municipalities within Milwaukee and the fringe of municipalities immediately surrounding it, Hartford would have ranked 14th among 46 municipalities. However, the Union notes that the Hartford rate in 1978 quoted in Employer Exhibit 4, would have been 43rd among the 46 municipalities (Emp. Ex. 3 c).

The Union cited Arbitrator Petrie in the Village of Whitefish Bay (Fire Department), WERC Case XXV, No. 24393, MIA-432 to the effect that an argument by an employer that it is in the interest of the public not to have to pay higher taxes must be balanced against the need for services and paying for them. The Union also notes that there is no claim here that there is an inability to pay. The Union also holds that if the tax rolls are relatively high, this is not reflected in the Police Department salary rates and fringe benefit levels, and that fringe benefit levels for the Police are less than elsewhere according to the Clerk-Comptroller himself (Un. Ex. 35).

The Union also contends that the labor information market provided by the City is not relevant, because the City did not draw a connection between the employment situation in major industry in Hartford and its impact on the Hartford Police Department. There is also no information on wage and fringe benefit levels.

B. Discussion. On the basis of the data supplied in Employer's Exhibits 3 a, b, c, d and e, in Exhibit 4, and from the testimony of the Clerk-Comptroller, the evidence is that the tax rate in Hartford City is among the highest in Washington County, Waukesha and Ozaukee Counties, and is even high in Milwaukee County and fringe urban areas. Also the testimony is that there is a slackening of some businesses. The arbitrator then is of the opinion that while the City has the financial ability to meet the costs of the Union offer, it is in the interests of the public not to have the tax rate go higher, and therefore the weight of this factor goes to the City. However the extent of percentage increases in rates of pay will be noted elsewhere in this report. Also, the information given on this item has not been related to specific wages and fringes received by employees in private industry except as to percentage increases in base wage.

IX. SHIFT ARTICLE CHANGE.

A. The previous agreement in Section 4.01 B was as follows:

"Shifts: The normal schedule of shifts for Patrolmen is as follows:

"7:00 A.M. to 3:00 P.M.
3:00 P.M. to 11:00 P.M.
11:00 P.M. to 7:00 A.M.

"The normal shift for the Night Sergeant is 7:00 P.M. to 3:00 A.M. provided, however, that the Chief of Police may alter the hours of the shift of the Night Sergeant in emergencies, and the hours of his shift may be altered by mutual consent in other instances." The City is proposing to change this section by inserting a 7:00 P.M. to 3:00 A.M. for Patrolmen.

City Exhibit 1 was a table showing that in the period from January through June 1980, 462 complaints were registered with the Department from 7 a.m. to 3 p.m.; 383 complaints from 3 p.m. to 7 p.m.; 582 from 7 p.m. to 3 a.m., and 88 from 3 a.m. to 7 a.m.

Union Exhibit 36 showed a different breakdown. It showed that in the period from January through July of 1980 there were 64 complaints from 7 a.m. to 3 p.m. From 3 p.m. to 11 p.m. there were 129 complaints, and from 11 p.m. to 7 a.m. there were 114 complaints.

At present there are three patrolmen on duty from 7 a.m. to 3 p.m. There are three patrolmen on from 3 p.m. to 11 p.m. Four officers are on duty from 11 p.m. to 7 a.m. The Sergeant is assigned from 7 p.m. to 3 a.m., the Assistant Chief is on duty from 12 noon to 8 p.m., and the Chief is on duty from 8 a.m. to 4 p.m. It is the intention to staff the position from the persons on the 11 p.m. to 7 a.m. shift.

B. The Union Position. The Union holds that the City proposal to add this new shift is unwarranted and that it will create a hardship on the officers assigned from the 11 p.m. to 7 a.m. shift. It would also create a hardship on the remaining staff which could only be alleviated by the shifting back and forth of the 7 p.m. to 3 a.m. employee to the 11 p.m. to 7 a.m. shift whenever a shortage occurs on the shift for whatever reason.

The Union also says that its Exhibit No. 36-A shows that the heaviest period of complaints occurs between the hours of 3 p.m. and 7 p.m. The new shift will not meet that burden. The Union notes that the City exhibit on this matter relates to uneven periods of times of eight hours and four hours, and therefore the exhibit is misleading.

The Union is also concerned about the method of selecting an employee to fill the new shift, and does not know whether the shift would be filled on the basis of seniority. In the hearing the Union heard for the first time that the employee on the new shift would be expected to fill in on other shifts, and the shift may be a quasi-floating one. The Union asserts that the City failed to justify the need for the new schedule.

C. The City's Position. The City notes that the complaints from 3 a.m. to 7 a.m. are much less than at other periods. It notes that there was testimony from the Chief and not contradicted by the Union that there is need for more staffing from 7 p.m. to 3 a.m. The City contends that the Union's sole objection is that it would like more staffing from 3 p.m. to 7 p.m. The City says that the opinion of the Chief must be accorded greater weight than the opinion of an officer, since the persons in charge of the Police Department have the statutory responsibility for protecting the public's interest. During the period when the Union would like more staffing, the City says that the Assistant Chief is on duty and can help when needed. Further other police management in the Hartford area have more flexibility in assignment than the City proposes here.

The City says it would negotiate the implementation of the needed overlapping shift, and it would apply the same considerations in selection of an officer as it currently does. Article XX, Section 20.04 contemplates the application of seniority in shift scheduling.

D. Discussion. The factors to be applied here are the interests and welfare of the public and other factors which are normally or traditionally taken into consideration in determination of wages, hours and conditions of employment through voluntary collective bargaining and arbitration.

The first matter to be addressed is the matter of scheduling. Except where limited by contract, management generally has the right to schedule.⁽¹⁾ The preponderance of the weight here lies with the presumption that management has the responsibility of meeting the workload at the times when it appears, and therefore should have flexibility in so meeting it as it thinks it should be met. Since however a previous contract restricted management in its flexibility to meet what it thinks the needs of the service require, is there any argument other than the general assumption of management's right to schedule to support a change in the schedules as they now stand? To answer this, one has to compare the parties exhibits on what the workload is.

Employer's Exhibit 1 has limited usefulness in that it does not compare like amounts of time. Its principal usefulness is to show that there is a low registering of complaints in the period from 3 a.m. to 7 a.m., a fact supporting management's wish to reduce police service during this time.

The Union's exhibit is more useful in that it breaks down the complaints by hours. This exhibit also supports the contention of management that there is a low number of complaints from 3 a.m. to 7 a.m. The Union exhibit also shows that there is a high period of complaints from 11 p.m. to 3 a.m. and a high period from 3 p.m. to 7 p.m. There is a third high period from 7 p.m. to 11 p.m.

The evidence is that the City is justified in placing another person in an overlapping shift from 7 p.m. to 3 a.m. This does not meet the problem of the high period from 3 p.m. to 7 p.m., but does give better coverage for two of the three high periods. To the arbitrator then there is a justification for accepting the offer of the City on the proposed overlapping shift as being in the interests and welfare of the public.

The matter of assigning an employee to this shift is covered by Section 20.04 of the Agreement where shift selections and transfers are governed by seniority.

In the matter of adding a new shift schedule, the weight of the factor of interests and welfare of the public and of factors taken normally into consideration in arbitration lies with the City offer.

(1) See Elkouri and Elkouri, HOW ARBITRATION WORKS, 3rd Ed., 1973, p. 480.

X. PAY PERIODS.

A. The City is proposing to renumber Section 17.02 of the Agreement to be Section 17.03 and to include the following:

"17.02. PAY PERIODS: Employees shall be paid for hours actually worked during the payroll period."

The Union is opposed to this change.

Currently the employees have a work cycle of eighteen days consisting of five duty days, two off days, four duty days, one off day, four duty days and two off days, all of which result in an average work-week of 40.6 hours. This amounts to an average biweekly period of 81.2 hours. However, in this period an employee can work nine, ten or eleven days. However, the City pays the employee for 81.2 hours each pay period. At certain periods the City must then check to see if an employee has been overpaid or underpaid. The City says that it has twice been criticized in a CPA review for paying for hours not worked, and verification has been demanded of it in the accounting. To change to the City's method would mean paychecks of unequal amounts.

Union Exhibit 16 listed fourteen municipalities in the Hartford area which the exhibit said did not afford pay for the actual hours worked in the pay period. Only one municipality, Waupun, did have such a system.

B. The Union's Position. The Union proposes the status quo and says that the proposed change would be disruptive for the individual employees due to the different nature of their scheduling, which requires a continuity of pay. The Union says that the City did not explain why its auditor thought the present system did not adhere to sound fiscal policy, when so many other communities have been able to follow the procedure for many years.

Although there may be fluctuations in the present system due to overtime payments, this is not a justification for introducing a system whereby there will be more extreme fluctuations. The problem of overtime will still exist magnifying the fluctuations. In any event overtime always means greater amounts on the paychecks, and this is not resisted by the employees, whereas the City's proposal would lead to downward cuts.

In reply to the City's contention that no employee would be taking a pay cut, the Union asserts that employees cannot live on their 1979 wages now, because of the enormous impact of inflation.

C. The City's Position. The City says its proposed payroll procedure is a recommended financial practice which will not have an adverse impact on employees. It contends that the current method is a bad financial practice on which it has been challenged by independent auditors, and also it adds work, because it requires the City to calculate and prepare an additional paycheck to each employee at the year's end so that the City can reconcile its account. The work thus entailed amounts to an unjustified expense.

The City proposal will not unduly inconvenience the employees. Any fluctuation in employees' paychecks will be less than that already experienced due to overtime fluctuations, and at least 94% of the time there will be no fluctuations, leaving only one or two paychecks a year which will fluctuate a small amount in the base pay.

The proposed method will not disrupt or affect present personal budgets, because the City's wage offer will increase wages by more than any base pay fluctuation. No 1980 paycheck would be less than any 1979 paycheck in terms of base pay.

D. Discussion. The two factors to be considered here are the interest and welfare of the public and the matter of comparability with other units of government.

The evidence on this issue from the foregoing is that it is in the interest and welfare of the public that only those hours worked should be paid for, while the evidence also is that there is a practice in the area of paying the average wage on a bi-weekly period. The evidence of this is chiefly found in Union Exhibit 16. The arbitrator has reviewed the contracts supplied in exhibits by the City, and these contracts are not explicit on how wages are paid, except in some instances stating that they will be paid on Fridays every other week. Therefore the arbitrator has to rely on Union Exhibit 16. In pondering these matters here, the arbitrator is of the conclusion that apparently there is a widespread practice for the paying of police officers on an even level of wages, because of the method of scheduling work cycles which do not conform to a 14 day pay cycle. While this factor makes extra work for management, yet it apparently is based on some experience of what is best for the morale of the officers. It can be argued that the necessity for good morale is also in the public interest. Hence in this matter the arbitrator believes that while it is normally desirable for a city government to make a wage payout for specific hours worked, yet in the case of police officers, because of the method of using work cycles, the common practice holds for regular equal payments. Thus, on this issue of comparability, the weight of the factor goes to the Union offer.

XI. WAGES - COMPARISON OF COSTS.

The City is proposing to increase all rates of pay retroactive to January 1, 1980, by 7.75%. The Union is proposing to increase the pay of Detectives/Sergeants and Patrolmen by \$100 on January 1, 1980, and another \$40 by July 7, 1980. For Detectives and Sergeants this would be an increase of 7.22% on January 1 and a 10.1% "lift" for the year. For top Patrolmen this would mean a 7.48% increase for January 1 and a 10.48% lift for the year. The following table is useful for basic comparisons.

Table I

COMPARISON OF CITY AND UNION OFFERS FOR MONTHLY WAGES OF
DETECTIVE/SERGEANTS AND TOP PATROLMEN

<u>Classification</u>	<u>1979 Wage</u>	<u>1980 Wage 1/1</u>	<u>% Inc. 1/1</u>	<u>1980 Wage 7/1</u>	<u>% Inc. Over 1/1</u>	<u>% Inc. Over 1979</u>	<u>Aver.</u>	<u>Total \$ Annual Inc.</u>
Top Patrolman								
City Offer	1336.33	103.57	7.75					1242.84
Union Offer	1336.33	100.00	7.48	40.00	2.78	10.48	8.98	1440.00
Det./Sgt.								
City Offer	1385.62	107.39	7.75					1288.68
Union Offer	1385.62	100.00	7.22	40.00	2.69	10.1	8.66	1440.00

The following table shows what the wage rates would be:

Table II

COMPARISON OF CITY AND UNION OFFERS FOR MONTHLY
AND ANNUAL WAGE RATES FOR 1980

<u>Classification</u>	<u>1979 Wage</u>	<u>1980 Wage</u>		<u>Total Annual Wages (\$)</u>
		<u>1/1</u>	<u>7/1</u>	
Top Patrolman				
City Offer	1336.33	1439.90		17,278.75
Union Offer	1336.33	1436.33	1476.33	17,475.98
Annual Difference				197.23
Det./Sgt.				
City Offer	1385.62	1493.01		17,916.12
Union Offer	1385.62	1485.62	1525.62	18,067.44
Annual Difference				151.32

XII. WAGES -- GOVERNMENTS USED FOR COMPARISON.

A. Hartford is a city of a population of 7,599 in Washington County. The Union uses the following municipalities for comparison:

Table III

MUNICIPALITIES USED FOR COMPARISON BY THE UNION

<u>Municipality</u>	<u>County</u>	<u>Population</u>
Hartford	Washington	7599
West Bend	Washington	23110
Germantown	Washington	10387
Oconomowoc	Waukesha	10898
Pewaukee	Waukesha	9039
Hartland	Waukesha	5513
Mayville	Dodge	4536

Table III continued

<u>Municipality</u>	<u>County</u>	<u>Population</u>
Watertown	Dodge/Jefferson	17311
Beaver Dam	Dodge	14514
Waupun	Dodge	8618
Cedarburg	Ozaukee	10438
Port Washington	Ozaukee	8639
Grafton	Ozaukee	8955
Mequon	Ozaukee	16975

The City used the following municipalities:

Table IV

MUNICIPALITIES USED FOR COMPARISON BY THE CITY

<u>Municipality</u>	<u>County</u>	<u>Population 1978</u>
Hartford	Washington	7504
Kewaskum	Washington	2562
Horicon	Dodge	3619
Mayville	Dodge	4486
Ripon	Fond du Lac	6933
Waupun	Dodge/Fond du Lac	5287
Plymouth	Sheboygan	6123
Sheboygan Falls	Sheboygan	5158
Grafton	Ozaukee	8880
Port Washington	Ozaukee	8496
Lake Mills	Jefferson	3965
Jefferson	Jefferson	5830
Fort Atkinson	Jefferson	9867
Hartland	Waukesha	5026
Pewaukee	Waukesha	4700
Delafield	Waukesha	3779

B. The Union's Position. The Union says that the focus of the arbitrator's attention should be on the communities mentioned in its exhibits which are in Washington, Ozaukee and Waukesha Counties. These are all in the Standard Metropolitan Statistical Area of Milwaukee, which also includes Milwaukee County besides the other three counties. While Milwaukee County is not included in the Union list, the influence of the County radiates outward to the surrounding counties uniformly.

The Union also asserts that the four largest municipalities in Dodge County must be considered, because Hartford is located near Dodge County.

West Bend, though larger than Hartford, is included for reasons of proximity and its effect in the county on wages and working conditions as the county seat.

The Union also justifies its list by asserting that its Union Exhibit 7 shows that there is a community of interest on the basis of taxable property.

The Union takes issue with the City list of comparables on the grounds that municipalities outside of the Milwaukee sphere of economic influence and outside the Milwaukee SMSA lack similarity to Hartford. The Union objects to the inclusion of Delafield, Kewaskum and Horicon as being not comparable on the basis of population.

C. The City's Position. The City notes that Hartford is in the rolling hills of eastern Washington County and is a small rural manufacturing community. It therefore has presented 15 communities of similar size from seven surrounding counties which in terms of similar size, of geographical proximity and of method of wage and benefit determination through collective bargaining, is an adequate list for comparison.

D. Discussion. Both lists of comparables leave the arbitrator with some sense of dissatisfaction as to their full value. The Union list presents a list of communities lying closer to Hartford on the whole than does the list furnished by the City, the Union list being largely within a radius of 30 miles of Hartford whereas the City has listed some communities about 50 miles from Hartford. In the opinion of the arbitrator, the communities in Ozaukee County and Waukesha County of comparable size also lie in counties which have a somewhat higher economic status per person than found in the rural western region of Washington County and some allowance must be made for this in making comparisons.

The arbitrator finds in the City list a secondary value in comparison for the municipalities of Delafield, because of size, and Fort Atkinson, Lake Mills, Sheboygan, Plymouth and Ripon because of distance. However, both lists of the parties will be weighed for whatever merits they have in light of the above comments.

XIII. WAGES - COMPARISONS WITH RATES IN COMPARABLE COMMUNITIES.

A. The City supplied information in its Exhibit 21 on monthly wages and it calculates the hourly rate therefrom from the hours scheduled per month. It made the following calculation for Hartford:

Table V

PATROLMAN AND SERGEANT MONTHLY AND HOURLY WAGES RATE UNDER OFFERS FOR 1980 WITH 175.9 HOURS SCHEDULED PER MONTH

	Patrolman		Sergeant/Detective	
	Monthly	Hourly	Monthly	Hourly
Union Offer	\$1,476	8.39	\$1,526	8.68
City Offer	1,440	8.18	1,493	8.49

On the basis of these calculations and on the basis of similar ones made for the municipalities in its list of comparable, it is noted in Employer Exhibit 22 that the Union offer for Patrolmen would bring the Hartford Patrolmen fifth in standing (assuming the Pewaukee rate for 1979 went up); and the City offer would come to seventh among 16 municipalities. This standing came when Hartford ranked 12th in Income Per Capita.

Similarly among 11 comparable communities, the Hartford Sergeant under both the Union and City offers would rank third, whereas in ability to pay based on income per capita, the City ranked seventh (Emp. Ex. 23). The City contends that its offer would give its Patrolmen 20 cents per hour above the average and the Union offer would give the Patrolmen 41 cents per hour above the average. In the matter of Sergeants the City says it would give 37 cents per hour more above the average, and the Union offer would give 56 cents per hour above the average (Emp. Ex. 25).

The Union gave information on wage comparisons in its Exhibits 9 and 10 from which the arbitrator has extracted the following as being more pertinent to the matter here:

Table VI

1980 WAGE COMPARISON FOR TOP PATROLMEN AND DETECTIVE/SERGEANT
IN MUNICIPALITIES CONSIDERED COMPARABLE BY THE UNION

Municipality	Patrolman		Detective/Sergeant		
	1980 Max.	% Inc.	1980 Max.	% Inc.	
Hartford					
City	1439	7.75	1493	7.75	
Union					
1/1/80	1436	7.5	1486	7.2	
7/1/80	1476	2.75	1526	2.7	
Aver.					8.7
Germantown (1979)	1464.67	9.0	1592		9.0
West Bend	1494	9.0	1581	9.0	
Oconomowoc	1510	9.25	1582	9.25	
Pewaukee (1979)	1406				
Hartland	1647		1759		
Mayville	1321	10.0			
Watertown					
1/1/80	1335	9.5	1392	9.5	
7/1/80	1365	2.3	1424	2.3	
Waupun					
1/1/80	7.50/hr.	8.7	8.14	8.0	
7/1/80	7.60/hr.	1.3	8.24	1.3	
Cedarburg	1431.08	7.0	1507.75	7.0	
Port Washington (1979)	1432		1540		
Grafton	1552.25		1660.92	7.0	
Mequon	1630.72	9.5	1840.11	9.5	
Washington County	1486.38	9.0	1638.00	9.0	

B. The Union's Position. The Union contends that with respect to the actual monies received by the employees as compared to increases in base rate, the arbitrator should be primarily concerned with the monies received. The increases in base rate, though important, are secondary in this matter, because the parties are negotiating only a one year agreement, and the issue of the base has a primary impact only on future rates. Also, if for reasons of comparability a catchup is justified, the Union proposal for a split wage is fair and equitable, as compared to a settlement in which the increase would be granted all on January 1.

The Union notes that on the basis of Union Exhibit 9 on Patrolmen, the Union offer would leave the City of Hartford in tenth position, assuming increases over the 1979 rates of Germantown, Pewaukee and Port Washington. It also notes that seven municipalities in the list received an increase in average wage equal to or greater than the 9% wage increase in the Union offer. Only two municipalities provide a lower rate than 9%. They are Cedarburg and Grafton, both with a second year of a two year agreement. In the case of both the Union offer and the City offer, the rank of Patrolman in the City of Hartford will not change, both being in 10th position, but the basis of contention here is that only two municipalities have the low wage increases of 7% comparable to the City offer of 7.75%.

The Union notes that with respect to the Detective/Sergeant classification, the Union offer of an 8.65% average places that classification in 9th rank among the municipalities listed. Only two municipalities with such a classification have offered lower rates of increase, and all others have provided 9% or more. Under the City offer, the classification would drop to 10th in rank.

The Union strenuously objects to the conversion made by the consultant for the City when he converted the monthly pay rates of Patrolmen and Sergeants to hourly amounts. The monthly schedule of hours is not at issue, and the measure of hourly rates has no relevance to the proceedings. The Union also objects to comparing the hourly rates thus derived to the income per capita as found in City Exhibits 22, 23, and 24. The Union objects to the communities chosen for comparability. The Union also objects to the City's Exhibit 25 in which arithmetic average of wages were made on the grounds that such is misleading and inaccurate, and ignores such factors as size of department.

C. The City's Position. The City contends that under its offer, the Hartford Police will be paid above average for area communities of similar size. The City has chosen to make its comparisons in Employer Exhibit 21 by determining the hourly rates of pay to obtain a reasonable comparison. The City notes that using the hourly rates makes the City's wage position less favorable than if monthly rates were used, because the Hartford officer is scheduled to work slightly more hours per month than officers in most of the comparable communities. Thus the City's favorable position using hourly rates would be even more favorable in monthly rates.

The City notes that under its calculations the City's offer would place the Hartford Patrolmen sixth among 16 communities in terms of hourly pay and fifth under the Union offer, assuming Pewaukee officers receive a rate increase. The City says that assuming the Pewaukee rates were also increased 7.75% as in its offer to the Hartford Police, the average hourly rate calculated from Employer Exhibit 21 would be \$8.04 per hour whereas the City offer is \$8.18 per hour, an increase of 1.75% above the average. The Union offer would come to an increase of \$8.39 per hour, or a 4.3% increase above average. The same conditions in general would hold for Sergeants where the City's final offer would amount to an increase of 4.56% above average, and the Union's offer to a 6.9% increase above the average.

D. Discussion. Because of the diversity of municipalities used for comparison, and also the method of calculating base pay, whether monthly or hourly, the arbitrator finds it necessary to abstract and develop data from the exhibits of the parties which the arbitrator believes will produce a reasonable and useful set of comparisons. The arbitrator finds no objection to considering both the hourly method of calculating the wage of Patrolmen and the monthly method, although the latter is more often used. The arbitrator also believes that the municipalities lying within a 35 mile range afford a more useful standard of comparisons also, but he recognizes that even this standard is distorted, because some of the municipalities lie in higher income areas. Even a comparison of municipalities lying in a radius of 30 to 35 miles from the center of Milwaukee which spreads its influence over wages outward would produce distortions because of the economic base of various municipalities. Thus the use of the municipalities lying within a 35 mile range of Hartford for Table VII. The sources of information for this table are Employer Exhibits 21 and 22, and Employer Exhibits 8, 13, 14, 15, 16, 17, 19, 20, and 28, and Union Exhibit 9.

Table VII

COMPARISON OF MONTHLY AND HOURLY WAGE RATES FOR 1979 AND 1980 FOR TOP PATROLMAN
IN COMPARABLE MUNICIPALITIES WITHIN 35 MILE RADIUS OF HARTFORD,
AND PERCENTAGE INCREASES AND RANK

<u>Municipality</u>	<u>Pop.</u> <u>1978 Est.</u>	<u>1979</u> <u>Mo.</u>	<u>Rank</u>	<u>1979</u> <u>Hrly.</u>	<u>Rank</u>	<u>1980</u> <u>Mo.</u>	<u>% Inc.</u>	<u>Rank</u> <u>Mo. Rate</u>	<u>1980</u> <u>Hrly.</u>
Beaver Dam	14,514					1324		11	
Cedarburg	10,438	1338	8			1431	7.0	9	
Delafield	3,779	1399	5			1525	9.0	4	8.61
Germantown	10,387	1465	2						
Grafton	8,880	1451	3			1552	7.0	3	9.00
Hartland	5,024					1647		1	9.78
Horicon	3,619					1308		14	7.82
Jefferson	5,830	1227	11			1315	7.17	13	7.62
Mayville	4,486	1201	13			1321	10.0	12	8.13
Mequon	16,975	1495	1			1630	9.0	2	
Oconomowoc	10,898	1382	6			1510	9.25	5	
Pewaukee	4,700	1406	4	8.35					
Port Washington	8,496	1340	9			1432	6.9	8	8.20
Watertown 1/1/80	17,311					1335	9.5		
7/1/80		1219	12			1365	2.3	10	
"Lift"							12.00		
Average							10.75		
Waupun 1/1/80	8,023					1278	8.7		7.50
7/1/80		1176	14			1295	1.3	15	7.60
"Lift"							10.1		
Average							9.4		
West Bend	23,110	1371	7			1494	9.0	6	
Hartford	7,504								
City		1336	10			1440	7.75	(7)	8.18
Union 1/1/80						1436	7.5		8.16
7/1/80						1476	2.75	(7)	8.39
"Lift"							10.5		
Average						1456	9.0	(7)	8.28

An inspection of the above table shows that the information supplied the arbitrator has gaps which the arbitrator cannot supply. However there is enough information to make comparisons of changes for enough municipalities to draw some fairly substantial conclusions. Even with enough municipalities to make a comparison, the problem of comparing a split increase with a one step raise presents itself. The arbitrator has in a following table compared the one step increases of some municipalities and the Hartford City offer with the average cost of the split increase of other cities and the Union offer.

It should be noted in Table VII, that of the known hourly wages in the municipalities in a 35 mile radius, the City offer at \$8.18 per hour for the top Patrolman is fifth among eight known hourly rates and the Union offer places Hartford in fourth place.

Table VIII

COMPARISON OF MONTHLY WAGE RATES FOR 1979 AND 1980 FOR TOP PATROLMEN IN SELECTED COMMUNITIES WITHIN 35 MILE RADIUS OF HARTFORD, AND RANK

<u>Municipality</u>	<u>1979 Mo. Rate</u>	<u>Rank</u>	<u>1980 Mo. Rate</u>	<u>% Inc.</u>	<u>Rank</u>	<u>% Inc. Used for Averaging</u>
Cedarburg	1338	7	1431	7.0	8	7.0
Delafield	1399	3	1525	9.0	2	9.0
Grafton	1451	2	1552	7.0	3	7.0
Jefferson	1227	9	1315	7.17	11	7.17
Mayville	1201	11	1321	10.0	10	10.0
Mequon	1495	1	1630	9.0	1	9.0
Oconomowoc	1382	4	1510	9.25	4	9.25
Port Washington	1340	6	1432	6.9	7	6.9
Watertown 1/1/80	1219	10	1335	9.5		
7/1/80			1365	2.3		
Lift				12.0		
Aver.			1350	10.75	9	10.75
Waupun 1/1/80	1176	12	1278	8.7		
7/1/80			1295	1.3		
Lift				10.1		
Aver.			1286.50	9.4	12	9.4
West Bend	1371	5	1494	9.0	5	9.0
Hartford	1336	8				
City			1440	7.75	(6)	
Union 1/1/80			1436	7.5		
7/1/80			1476	2.75	(6)	
Lift				10.5		
Aver.			1456	9.0	(6)	
						Average % Inc. w/o Hartford 8.58

An inspection of Table VIII leads to the following conclusion:

1. Both the City offer and the Union offer improve the rank of the Hartford top Patrolman in the selected communities from eighth position in 1979 to sixth position in salary in 1980.

2. The average cost of the Union offer in 1980 when expressed in terms of percentage more nearly conforms at 9.0% to the average in 11 other municipalities at 8.58% than does the City offer at 7.75%.

3. The Union top of scale (lift) also places Hartford in sixth rank.

4. The percentage increase of the top scale reached at 10.5% is the second highest among the 11 communities.

In weighing these matters the arbitrator is of the opinion that the City, in its offer which improves the position of the Patrolmen to rank sixth among the municipalities from a former position of eighth, meets the standards of comparability, and the top scale percentage increase requested by the Union in terms of percentage increase does not meet the standard of comparability. Therefore the weight of the factor of comparability with similar employees in other jurisdictions falls to the Employer.

XIV. WAGES - COMPARISON WITH OTHER EMPLOYEES OF THE CITY.

The City contends through its Employer Exhibit 26 that over the period from 1978-1980, the City is offering a better offer for wages than the public works employees gained in the same period. These data are abstracted from City Exhibit 26.

Table IX

COMPARISON OF TWO YEAR INCREASES IN HARTFORD FOR PATROLMEN AND PUBLIC WORKS EMPLOYEES

Classification	Aver. Hrly. Wage		Increase	
	1978	1980	\$	%
Patrolman	City Offer			
	\$7.05	\$8.19	1.14	16.2
	Union Offer			
	\$7.05	\$8.39	1.34	19.0
Aver. Wage in Barg. Unit	Public Works Settlement			
	\$6.27	\$7.27	1.00	15.9

The City says that it negotiated a two-year agreement with fringe benefits that are exactly the same as those offered the Police in 1980. The City notes that its wage offer is slightly higher than the wages negotiated by the public works employees, whereas the Union is asking for a substantially higher wage. To accept the Union offer here would likely disrupt the bargaining process in the future.

Concerning the comparison between Local 1432, AFSCME, which represents the public works department employees, the Union says that this comparison is not relevant. Conditions have drastically changed, and further the Police Union is not bound to the same economic parameters set by the public works settlement.

Discussion. The factor of comparing an employer's treatment of employees under different bargaining units in the same government is a factor to be considered by the arbitrator. Here there is not an extensive set of exhibits or arguments. However, the weight of the evidence is that the Police under the City's offer will obtain a higher percentage increase than the public works employees were enabled to get covering the same year. The City here meets the statutory guidelines for this item more nearly than does the Union; however, it should be noted that comparability among police departments is a more significant type of comparison.

XV. WAGES - COMPARISON WITH OTHER EMPLOYEES.

Union Exhibits 31-34 inclusive provided some data on wages and percentage increases received by other employees in other employment. Using these data, one finds that an average weekly earning of manufacturing production workers in the Milwaukee SMSA increased by 5.5% in January 1980 over the previous year, and hourly earnings including overtime had increased by 7.9%. In May 1980 the weekly earnings had increased 7.5%, and the average hourly earnings including overtime had increased 10.8%. Union Exhibit 33 showed that in the two year agreement between the City and Local 1432, Hartford Municipal Employees Union, the Lineman Crew Leader with the highest rate of pay had a 6.22% increase and the Common Laborer had a 7.8% increase over the 1979 rates.

Union Exhibit 34 was a news clipping reporting that the Hartford Elementary Education Association had been awarded a 12.4% increase in overall salaries for the 1978-79 school year.

The Union in supplying this information says it is not offering specific proof on wage rates of employees in the private sector, except to note that in July 1980 the average wage of manufacturing production workers rose to \$8.30 an hour.

Discussion. In the comparison of wages with other employees, the percentage increases proposed by the City exceed the percentage increases enjoyed by workers in the private sector, when overtime is not included. The wage offer of the City however, in terms of hourly wages, is somewhat less than that enjoyed by manufacturing production workers in the Milwaukee SMSA. The proposed increases are below what the elementary teachers won in the previous year.

In reflecting on these data, the arbitrator believes that the City's offer more nearly meets the statutory guidelines through its percentage increase. The average wage paid manufacturing employees in the Milwaukee SMSA, while higher than what is offered the Hartford Police by the City, reflects the higher wages found in manufacturing plants closer to Milwaukee City, and therefore is, in the opinion of the arbitrator, not sufficiently reliable to indicate what is happening in manufacturing in the Hartford area.

XVI. COST OF LIVING. According to Union Exhibits 17 a and b, the Consumer Price Index for June 1980 for the Milwaukee metropolitan area for urban wage earners and clerical workers stood at 255.2, a 16.3% increase. According to Union Exhibit 18, the change in the National CPI-W from 1/1/78 to 12/31/79 was 23.6% and the change in the Milwaukee index for the CPI-W from 12/1/77 to 11/30/79 was 28.0%. In its Exhibit 19, the Union made a projection that from 12/1/77 to 12/1/80 the percent increase will have been 49.1%. Here the Union used a 1% per month increase from July 1980 through November 1980, an annual increase which the Union says is below the experience already being felt by the consumer.

The Union contrasts these changes in the CPI with the wages of the Patrolmen. According to Union Exhibit 21, the Patrolmen get an 18.8% increase from 1/1/78 to 12/31/79 and thereby the wages lagged behind the CPI by 9.1% for this period. The Union in a graph (Union Ex. 23) indicates that on 1/81 wages for police will be lagging about 20% behind the cost of living changes commencing from 11/77. Through data supplied in its Exhibit 24, the Union calculated that the real spendable income of Patrolmen in terms of 1967 was \$653.38 in January 1978, and it will be, according to Union projections, \$546.24 in November 1980 under the Union offer, and \$532.76 under the Employer's offer.

The City in its Exhibit 29 presented data on the CPI change from 1970 through 1979 using the National Cities Averages, W.CPI-W. The percent change during this period was 87.2% whereas the wages went up 116.5% and the wages and benefits in constant dollar increase was 15.7%.

A. The Union's Position. Noting the data supplied in its exhibits and summarized above for this matter, the Union says that the evidence here wholly supports the Union's position, especially as to the decline in real spendable income which is dramatic and discouraging. The decline in real spendable income has been on an ongoing basis, and therefore the split increase proposed in the Union offer is justified as a hedge against the continuing decline in real spendable income.

B. The City's Position. The City argues that over the ten year bargaining history of this unit the employees have gained in real economic terms, and the periodic inflationary surge which is happening now should be viewed in this perspective. While the cost of living has surged upward, the CPI has some defects. It fails to take into consideration substitutions people make in their "market basket" when prices move upward, it measures housing costs for housing which are not completely accurate, and it does not measure what is happening in small communities. The arbitrator should therefore consider that under the City's offer the Hartford Police will have favorable wages in comparison even though Hartford citizens pay high property taxes and have relatively low wages. There therefore is no justification in considering the CPI which selects the Union's offer when it further enhances the already favorable position of the Police. Further the effects of inflation on the Police compensation should be considered over the ten year period as shown by the 15.7% increase the employees enjoyed over a ten year period. The arbitrator therefore should take into consideration the historical perspective, and when the private economy of Hartford recovers, wages and benefits will resume real growth.

C. Discussion. The data furnished by the Union shows that the wage offers of both parties are lagging behind the change in the CPI by a substantial amount. This must be balanced against the argument of the Employer based on Employer Exhibit 29 that over the long run the employees have shown a net gain in real wages and benefits. Considering the two positions, the arbitrator is of the opinion that the most consideration shall be given to what is happening presently, and under this standard, the Union offer is to be judged as most nearly conforming to the statutory standard relating the changes in the cost of living: the Union offer more nearly reflects the changes in the cost of living.

XVII. OVERALL COMPENSATION. The following information is abstracted from Employer's Exhibit 29 with respect to wages and the fringe benefits of Health Insurance paid by the City and pensions paid by the City:

Table X

CHANGES IN WAGES AND IN WAGES PLUS FRINGE BENEFITS,
ACTUAL AND CONSTANT DOLLARS FOR SELECTED YEARS

Year	CPI	Wages Actual \$	Wages Constant \$	Wages + Benefits Actual \$	Wages + Benefits Constant \$	% Change Wages + Benefits Constant \$
1970	116.3	685	589	792	681	-
1977	181.5	1108	610	1414	778	14.2
1978	195.3	1222	626	1557	797	17.0
1979	217.7	1336	614	1715	788	15.7
% Change 1970 to 1979	87.2%	95.06%		116.5%	15.7%	15.7%

The Union made no compilation of this type. Several of the Union exhibits (Ex. 12) related to a comparison of fringe benefits which have to do with other issues here. These items will be discussed following this general consideration of overall compensation.

A. The City's Position. The City argues that the overall compensation for Hartford Police is comprehensive and competitive in wages, payout for unused sick leave, worker's compensation, hospitalization and medical insurance, life insurance, pensions, sick leave benefits, vacations and holidays. The City notes that it is offering the Police the same benefits proposed to the Hartford public works employees. It also says that it provides stable employment for the Police in that no one has been laid off in ten years, and only two officers left the force.

B. The Union's Position. The Union has confined itself to the specific fringe benefits in its offer.

C. Discussion. The arbitrator in order to better comprehend the City contention that it is offering comparable fringe benefits to those in comparable municipalities has developed the following table of major benefits apart from those specially involved here, and these data are derived from the Employer's exhibits of contracts and Joint Exhibit 1, relating to municipalities within 35 miles of Hartford.

Table XI

COMPARISON OF SELECTED FRINGE BENEFITS IN COMPARABLE MUNICIPALITIES

<u>Municipality</u>	<u>Year</u>	<u>Full Pay Worker's Comp.</u>	<u>Ins. (Health)</u>	<u>Holidays</u>	<u>Vacation Max. Days</u>	<u>Yrs.</u>	<u>Sick Leave Days</u>	<u>Max.</u>
Cedarburg	'79-'80	Full Pay Duration	80.03 F 21.43 S	9	25	20	15	120
Grafton	'79-'80	12 mos.	98.37 F 42.37 S	8-1/2	20	10	Up to 365 days	
Hartland	'80-'81	Full Pay 1 Yr.	Full costs not stated	10	24	12	12	120
Mequon	'78-'79	Full Pay 32 days then disability pay	110.62 F 44.28 S	10	27	24	12	120
Horicon	'80	Full Pay 6 mos.	Full cost not stated	11	25	25	12	100
Jefferson	'79-'80	Full Pay 90 days	Full cost not stated	9-1/2	20	24	12	90
Mayville	'80	Full Pay Duration	Full cost not stated	11	20	15	12	120
Oconomowoc	'80	Full Pay to return	Full cost not stated	10	20	23	18	90
Pewaukee	'79	Full Pay 365	99.76 F 34.88 S	11	25	20	Full pay up to week, 8th day, insurance Plan 15/118	
Port Washington	'78-'80	Full Pay-No limit stated	Costs not given	10	20	10		
Watertown	'80	Full Pay 90 days	1/1/80 95.90 F 35.90 S 5/1/80 86.80 F 31.99 S.	10	25	22	12	100

Table XI continued

<u>Municipality</u>	<u>Year</u>	<u>Full Pay Worker's Comp.</u>	<u>Ins. (Health)</u>	<u>Holidays</u>	<u>Vacation</u>		<u>Sick Leave</u>	
					<u>Max. Days</u>	<u>Yrs.</u>	<u>Days</u>	<u>Max.</u>
Waupun	'80-'81	24 mos.	Costs not stated	10	25	25	12	120
West Bend	'80-'81	24 mos.	Not stated	'80-10-1/2 '81-11-1/2	25	20	12	No Limit
Hartford	'79	4 mos.	95.59 F 43.00 S	9	25	24	12	92(1) (736 hrs.)

(1) Half day pay for each day above 736 hrs.

Reviewing these data, the arbitrator concludes that the Hartford benefit in Worker's Compensation is low, it is comparable in health insurance, it is low in holiday benefits, average in vacation maximum, and among the low group of municipalities in days which can be accumulated for sick leave, but not in payout. The City meets the standard of comparability in life insurance.

It is the arbitrator's overall conclusion first with respect to wages and other major fringe benefits that the City under its offer is tending to fall behind the changes in the CPI as in the case of wages, and in the matter of the fringe benefits cited above it is below the average on the whole. The arbitrator, however, cannot tell how the City ranks in overall costs as compared to other municipalities.

XVIII. WORKER'S COMPENSATION.

A. The Union is asking that Article XIV, Section 14.01, be changed to provide for a six months payout instead of a four months payout. The article reads at present:

14.01 Employees are entitled to Workers' Compensation coverage. The Employer shall pay to employees eligible for Workers' Compensation payments for temporary partial or temporary total disability the difference between their regular pay and the amount paid by Workers' Compensation for such purposes for a period not to exceed four (4) months, provided however, that for purposes of this Article only, employees shall be regarded as eligible for Workers' Compensation payments for temporary, partial or temporary total disability from the first day of any disability, notwithstanding the provisions of Section 102.43 Wisconsin Statutes.

Union Exhibit 13 presented data on the length of time workers' compensation differential pay is given in 13 municipalities and Washington County. The information is similar to that found in Table XI above.

B. The Union's Position. The Union states that based upon the data it has submitted, its offer concerning Worker's Compensation is the more reasonable as far as the criterion of comparability is concerned.

C. The City's Position. The City holds that its offer on worker's compensation benefits is consistent with those negotiated with other City employees represented by the same Union, and it cites the 1979-80 bargaining agreement with the public works employees as evidence. The fact that other comparable units in the City's list of comparables have duty-incurred injury benefits more favorable than Hartford's is not sufficient justification for selecting the Union's offer. The City also notes that in the case of Jefferson, Pewaukee, Lake Mills and Ripon, the benefits are less than those found in the Hartford City offer. Further there was no compelling evidence to warrant a change through arbitration. There has been no experience that the current benefit is insufficient. The overriding concern for the City is that the two bargaining units remain as uniform as possible.

D. Discussion. Two arguments must be weighed against each other to ascertain which of the offers meets the criterion of comparability better. The City offer meets the criterion of internal comparability in the City service better, and the Union offer meets the criterion of comparability in relation to other police departments. The arbitrator is fully aware of the concern of the City to avoid being whipsawed by the same general union which represents two different bargaining units. However, the standard of comparability between employees performing similar services is the strongest here, particularly because the employees involved are sworn law officers and presumably in greater danger because of their function. The arbitrator therefore holds that the factor of comparability is more nearly met by the Union offer.

XIX. RETIREE'S PAYOUT.

A. The Union is proposing to amend Article XIII, Section 13.07, to provide for a 35% payout for unused sick leave. Section 13.07 currently reads as follows:

13.07 PAYOUT - RETIREMENT OR DEATH: Employees shall receive ten per cent (10%) pay of all unused sick leave credits under seven hundred thirty-six (736) hours at retirement. Employees shall have the option of converting the ten per cent (10%) payout amount to a cash balance to be left with the City to pay health insurance premiums after retirement in accordance with the provisions of Section 15.05.

The Union provided an exhibit which listed 13 municipalities it considered comparable, and Washington County and Hartford. Of the units excluding Hartford, eight had no payout; two had a non-comparable sick leave program; one had a severance pay of two days per year of service; one had a payment of \$25 per day banked for health insurance payment; and Hartford paid out 10% of the unused days.

The Union notes that with respect to sick leave and sick leave termination Mayville provides full payout on termination, and up to 50% payout with 20 years service. Waupun pays the retiree 100% benefits, while Mequon provides severance pay of two days per year of service, and Watertown provides a payment of \$25 per day for payment of health insurance. The Union here is not seeking a new benefit but rather seeking to improve an existing fringe benefit which is low compared to other municipalities that do provide it. This meets the standard of comparability.

The City notes that it and the Union have already agreed to increase the annual payout for persons who have reached the maximum accumulation from \$16 per day to a half day's pay for each day unused over the maximum. The Union in effect is proposing to also increase the payout to 35% of unused sick leave at retirement.

The City says that under its offer, the half day pay for a patrolman with 12 unused sick days would come to \$201 under the City's offer and to \$213 under the Union's offer. If the patrolman retired with 736 accumulated sick leave hours, then the benefit under the City's offer would be \$602 and under the Union offer \$2161. The Employer says that this difference is not justified, and further that the proposal of the Union is not a condition to be found in comparable communities.

B. Discussion. The arbitrator finds on the basis of the list of comparable communities, that the City with its condition of paying half pay after 736 hours of sick leave has accumulated and a 10% payout for accumulated days on retirement is above average in that it affords any payout at all.

XX. CHANGES DURING THE PENDENCY OF THE PROCEEDINGS. The cost of living continues to rise. The Milwaukee CPI for Urban Wage Earners and Clerical Workers for September 1980 stood at 263.2 or a 15.1% increase over the previous September.

XXI. OTHER FACTORS. The arbitrator finds no other factors to consider.

XXII. SUMMARY. The following is a summary of the arbitrator's findings and conclusions:

1. There is no issue here concerning the lawful authority of the Employer to meet either offer.

2. The weight of the factor on the interest and welfare of the public and the financial ability of the Employer to pay falls to the City. The City has the ability to pay, but it has a relatively high tax rate, and some of its major private employers have laid off employees.

3. In the matter of shift scheduling, the City's offer more nearly meets the standards of the interest and welfare of the public and of the normal right of management to schedule than does the Union offer.

4. In the matter of pay periods, the weight of the factor of comparability falls to the Union offer.

5. In the list of comparables offered by the parties, the arbitrator has found the Union list more useful because of generally closer proximity of the municipalities. However, the arbitrator has also found that municipalities listed by the Employer and with a lower limit of 3,500 population and within about 35 miles of Hartford are comparable.

6. With respect to the comparability of the offers of the parties to the dollar amount of basic wages prevailing in other communities, the City's offer by improving the relative status of the Police with respect to comparable municipalities in a 35 mile radius, satisfies the factor of comparability, though it is somewhat low in percentage increases.

7. The City is offering the Union a higher rate than employees in one other bargaining unit have enjoyed.

8. The arbitrator believes that the City's offer is more nearly meeting the statutory guidelines on comparability with employees in the private sector than the Union's offer does, but the evidence is too slight to put much reliance on this conclusion.

9. The Union's offer clearly is closer to the statutory guideline on the cost of living than is the Employer's offer.

10. The arbitrator concludes that the City ranks below average in quality of overall benefits but cannot make a comparison with other municipalities in overall costs. The overall costs of the City when certain major benefits and wages are concerned do not keep pace with the CPI change.

11. The Union's offer on Worker's Compensation meets the guidelines of comparability better than the City offer does.

12. The City's offer on Payout - Retirement or Death, meets the guidelines of comparability better than the Union offer does.

13. Changes in the CPI during the pendency in the proceedings favor the Union's offer.

14. Of the above matters, in the opinion of the arbitrator, the most important are matters of interest of the public because of the economic condition of the community, the basic wage offer, the changes in the Consumer Price Index, the Worker's Compensation matter, and the retiree's payout. The statutory guidelines are met more closely by the City's offer on three of these, and two of them are met more closely by the Union's offer. The arbitrator therefore holds that the agreement between the parties should include the City's offer.

Although during the pendency of the proceedings the changes in the Consumer Price Index are increasing rapidly and portend still higher increases, the arbitrator in weighing this factor, believes that he should consider the conditions prevailing as of the end of the last contract as the proper method for making a comparison on the Consumer Price Index. Using this standard, the arbitrator believes that the City offer, even though it is not comparable in the matter of the changes in the cost of living, on the whole meets the statutory criteria more closely than the Union offer because of the other factors involved which have been described above. Changes in the cost of living during 1980 can be a subject when new negotiations commence.

XXIII. AWARD. The 1980 Agreement between the HARTFORD POLICE DEPARTMENT EMPLOYEES, LOCAL 1432-A, WCCME, AFSCME, AFL-CIO, and the CITY OF HARTFORD should include the Hartford City's offer.

Frank P. Zeidler

FRANK P. ZEIDLER
ARBITRATOR

November 24, 1980