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In the Matter of Final and Binding	:	
Arbitration Between	:	AWARD SEP 1 1981
ONALASKA POLICE ASSOCIATION	:	WERC Case IV WISCONSIN EMPLOYMENT
and	:	RELATIONS COMMISSION
	:	No. 27557 MIA-578
CITY OF ONALASKA (POLICE DEPARTMENT)	:	Decision No. 18612-A

I. HEARING. A hearing was held on June 15, 1981, beginning at 9:30 a.m. at the City Hall, Onalaska, Wisconsin. Full opportunity was afforded the parties to present evidence and briefs subsequently were filed.

II. APPEARANCES.

JOHNS, FLAHERTY & GILLETTE, S.C., by JAMES G. BIRNBAUM and JAMES P. GOKEY, appeared for the Association

RAY A. SUNDET, City Attorney, appeared for the City of Onalaska.

III. NATURE OF THE PROCEEDINGS. This is a proceeding in final and binding arbitration involving law enforcement personnel in the employ of the City of Onalaska. The proceeding is pursuant to Section 111.77 (4) (b) of the Municipal Employment Relations Act, and takes place under order of the Wisconsin Employment Relations Commission dated April 20, 1981. The Onalaska Police Association filed a petition on February 24, 1981, before the Commission requesting compulsory final and binding arbitration pursuant to Section 111.77 (3) of the MER Act. An investigation was conducted by David E. Shaw of the Commission staff. After investigation Mr. Shaw advised the Commission that the parties were at impasse in collective bargaining for a new agreement. The Commission concluded that an impasse existed within the meaning of the law, certified that the conditions precedent to the initiation of compulsory final and binding arbitration as required by the Act existed, and ordered compulsory final and binding final offer arbitration pursuant to Section 111.77 (4) (b) of the Act. On the advice of the parties the Commission on May 1, 1981, appointed Frank P. Zeidler, Milwaukee, Wisconsin, as the impartial arbitrator to issue a final and binding award.

IV. THE OFFERS.

A. Final Offer - Onalaska Police Association

"March 23, 1981

"(1) ALL PRIOR TENTATIVE AGREEMENTS

"(2) ARTICLE XVII, SECTION 1, NO PAY BACK DAYS

"The regular work week shall consist of six (6) days on and two (2) days off, then six (6) days on and three (3) days off."

"(3) ARTICLE XX WAGES

"10% ACB January 1, 1981
2% ACB July 1, 1981

"(4) ARTICLE V, SECTION 3, SHIFT SELECTION

"On an annual basis the department will allow personnel to bid on various shifts and patrols with selection being based on tenure, providing that the individual applicants possess the necessary qualifications, ability and suitability to perform the job function. This Section shall not preclude the right of the Chief to change shift assignments due to vacations, and/or emergencies.

"Emergencies shall be defined as an unforeseen combination of circumstances which calls for immediate action and whereby the service of the department may be in Jeopardy.

"If the vacation, illness and/or emergency has a duration of in excess of six (6) days, the shifts shall be rebid based upon tenure for the duration of the vacation, illness or emergency."

B. Final Offer - City of Onalaska

"March 31, 1981

"1) ALL PRIOR TENTATIVE AGREEMENTS

"2) ARTICLE XVII, SECTION 1, NO PAY BACK DAYS.

"The work schedule shall consist of a six (6) day on and two (2) day off and six (6) day on and three day off cycle to achieve an average forty (40) hour week over the work year for the purpose of defining the intent of this Section. There shall be no pay back days.

"3) ARTICLE XX, WAGES

"10% across the board as of January 1, 1981.

"4) ARTICLE V, SECTION 3, SHIFT SELECTION.

"On an annual basis the department will allow personnel to bid on various shifts and patrols with selection being based on tenure, providing that the individual applicants possess the necessary qualifications, ability and suitability to perform the job function. The Chief will consult with the Association President, relative to any conflicts, however, such conflicts shall not be subject to the grievance procedure. This Section shall not preclude the right of the Chief to change shift assignments due to vacations, illness, emergencies, and unforeseen circumstances whereby the service of the department may be in jeopardy."

V. FACTORS TO WHICH WEIGHT HAS BEEN GIVEN.

In Section 111.77 (6) of the Municipal Employment Relations Act there is the following:

"(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 employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees 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."

All matters have been weighed in light of the factors described above.

VI. LAWFUL AUTHORITY OF THE EMPLOYER. There is no question as to the lawful authority of the Employer to meet the terms of either final offer.

VII. STIPULATIONS OF THE PARTIES. The parties have reached agreement on all other matters of the proposed contract except on the issues here.

VIII. THE INTERESTS AND WELFARE OF THE PUBLIC AND THE FINANCIAL ABILITY OF THE UNIT OF GOVERNMENT. This factor is involved in wage offers and will be discussed therein. The Association presented evidence on general economic conditions in Onalaska and La Crosse County relating to its belief that the Employer has an ability to pay the Association offer. The Association compared unemployment rates in La Crosse County with those in the State of Wisconsin and in the United States from 1975-80. The La Crosse County rates from 1976 to 1980 were equal to or less than the state unemployment rates. From 1976 to 1980 the La Crosse County unemployment rates were always less than the United States unemployment rate (Assn. Ex. 11).

The Association used a locally developed consumer price index for La Crosse, Wisconsin for 1975-1980. The percentage change in the La Crosse CPI was 59.8% in this period as compared to a national rise of 56%. The particular national CPI was not stated (Assn. Ex. 2).

The Association presented evidence to the effect that retail sales increased 70.4% in La Crosse from 1975-1980, effective buying income 62.9%, and average hourly earnings 63.6%. It contends that since prices increased by 59.8%, retail sale, buying income and wages were thus higher in La Crosse during 1975-1980 (Assn. Ex. 3).

The Association in its Exhibit 4 contends also that the change in La Crosse County in per capita income, at a 1967 constant, increased 9.1% whereas in the state per capita income only increased 7.8%. This change in La Crosse was higher than that for families in the nation although less than for individuals during the same period (Assn. Ex. 5).

The Association says that the increase in purchasing power for people in La Crosse also applies to neighboring Onalaska where the per capita dollar income as compared to constant dollars increased 87.5% between 1969 and 1977.

The Association Exhibit 16 showed that between 1970 and 1980 Onalaska had increased in population from 4,909 to 9,249, an increase of 88.4%. The City presented evidence that about 1300-2000 persons of the latest population count reside in a contested area annexed to the City. Currently state aids are paid to the City on the larger population. If the population drops to about 8100, the growth rate of the City would be 65%.

Evidence was also presented that there is a new regional shopping center in the City of La Crosse but nearly surrounded by the City of Onalaska (Assn. Ex. 30). Onalaska police officers have to cross portions of the City of La Crosse to patrol portions of Onalaska. Testimony was given that Onalaska police officers on occasion back-up La Crosse police.

Further testimony indicates that U.S. Highway 53 and U.S. Highway 16 going through Onalaska have increased traffic.

Association Exhibit 21 showed a list of terminated employees from February 1974 to December 1980. There were ten such employees. The earliest starting date represented in the list was June 1968 and the latest starting date was April 1980. According to Mayor Van Ryper some of these employees went to other departments and entered businesses of their own, or went into juvenile work or the armed forces.

There are nine patrolmen in total currently and seven in the bargaining unit.

Position of the Parties. The Association states that its offer more nearly meets the interests and welfare of the public. There has occurred an increase in population bringing an increase in violent crime and traffic. The boundaries of Onalaska and La Crosse have been erased for all practical purposes, and the problems of La Crosse flow into Onalaska. Onalaska police back up La Crosse police, and there is an interdependency between the two forces.

The Association also contends that the per capita income of Onalaska has exceeded that of eight comparable municipalities, while its police officers' wages have not. There is no dispute about the ability of the City meeting either offer without an undue burden on its citizens.

The Association says that Association Exhibit 21 shows a high turnover and therefore a low morale. This low morale is detrimental to the interests and welfare of the public. The Association holds that its offer reflects important intangibles, i.e. pride and accomplishment in work. The City offer would drop morale to the detriment of the interests and welfare of the public, which has not shown it wants less police protection.

The City in its discussion on wages indicated that the City believes it is not in the interest of the public to have to meet the Association offer.

On the ability to pay the costs of the offer, the City of Onalaska compared the taxes of a house on a standard lot, both together worth \$60,000 in La Crosse and Onalaska. In Onalaska the taxes would be \$831.29 and in La Crosse they would be \$1,124.71, or they would amount to \$293.24 more in La Crosse (City Ex. 13). The essence of the City position here is that these data show that Onalaska has less economic strength than La Crosse, and its taxpayers cannot afford a level of service costs such as La Crosse taxpayers can. The Association argument is that first the properties listed as being equal at \$60,000 value may not be comparable at all, depending on turnover. Also the argument may be made that Onalaska taxpayers can more easily afford the costs of police services, having lower taxes.

Discussion. The arbitrator finds that the City has the ability to meet the cost of either offer. As to whether it is in the interest of the public to meet one or the other of the offers, this depends more heavily on other factors.

There also is a considerable turnover in the work force, which is a factor in favor of the Association offer.

IX. WAGES - COMPARISON OF FINAL OFFERS ON BASE WAGES.

The following information is derived from the past contract and the final offers:

Table 1

COMPARISON OF OFFERS ON BASE WAGES
FOR STARTING PATROLMAN AND TOP PATROLMAN,
1980 AND 1981, AND PERCENTAGE INCREASES

<u>Offer</u>	<u>Starting Patrolman</u>	<u>% Inc.</u>	<u>Top Patrolman</u>	<u>% Inc.</u>
1980	\$12,013.65		\$13,978.02	
Association Offer				
1981				
1/1/81 (10%)	13,215.02	10.0	15,375.82	10.0
7/1/81 (2% on 1/1/81)	13,479.31	12.2	15,683.38	12.2
Average Annual Wage	13,347.17	11.1	15,539.58	11.1
City Offer				
1981				
1/1/81 (10%)	13,215.02	10.0	15,375.82	10.0
Differences in Cost				
Average Annual Wage	132.15		153.76	
"Lift"	264.29		307.52	

X. WAGES - COMPARISON WITH LA CROSSE COUNTY PATROL DEPUTIES.

The Association compared the Onalaska Police to Patrol Deputy 3rd Class in the La Crosse County Sheriff's Highway Patrol. It is the contention of the Association that the Patrol Deputies 3rd Class have positions involving much the same duties with similar responsibilities. A comparison was made on starting salaries between the two sets of officers from 1975 - 1980 inclusive. This showed that the Onalaska police officers had a starting salary equal to 91.2% of the Patrol Deputies 3rd Class in 1975 and 97.9% in 1980. The proportions ranged within those percentages in the years in between (Assn. Ex. 12).

The following is a comparison of the salaries of a Patrol Deputy 3rd Class and an Onalaska patrolman under the 1981 conditions actual and proposed. The information comes from City Exhibit 9 and the final offers.

Table 2

COMPARISON OF 1981 ANNUAL SALARIES, ACTUAL,
PATROL DEPUTY 3RD CLASS, LA CROSSE COUNTY,
AND SALARIES, PROPOSED, ONALASKA PATROLMAN

<u>Classification</u>	<u>Starting</u>	<u>Top</u>
<u>Patrol Deputy 3rd Class</u>		
12/28/80	13,258	14,191 *(1)
7/5/81	13,788	14,759 (1)
Average	13,523	14,475 (1)
<u>Onalaska Patrolman</u>		
City Offer	13,215	15,376 (2)
Association Offer		
1/1/81	13,215	15,376 (2)
7/1/81	13,479	15,683 (2)
Average	13,347	15,530 (2)

- (1) After 18 months
- (2) After 3 years

According to the La Crosse County agreement for 1981 with its Deputy Sheriffs' Association there is a Grade 2 in the Protective Service salary schedule which is attained after 30 months of employment and after either a written examination or a performance evaluation. There is also a Grade 3 classification which is a Patrol Deputy Corporal which is obtained after 42 months of employment and written examination or performance evaluation. The top rate which is achieved by this latter classification in a split wage schedule is \$15,999 and the average annual rate is \$15,691. Evidence was given by a Patrol Deputy that he did not know of anyone taking an examination to reach the next rank above.

The Association states that the starting salary under both the City and Association offer for Onalaska patrolmen comes to a level of 99.7% of the starting salary for a Patrol Deputy, 3rd Class on 1/1/81. However under the City offer the percentage drops to 95.8% on 7/5/81 whereas under the Association offer it drops to 97.8% at that time when the second step of the La Crosse split schedule takes effect (Assn. Exs. 13, 14).

Positions of the Parties. The Association holds that if its offer is accepted, then the relationship between La Crosse County Patrol Deputies 3rd Class and Onalaska policemen is maintained with the percentage that the salary of patrolman is compared to the Patrol Deputy being nearly identical - 97.8% to 97.9%. The "interval" comparison in La Crosse County between the two groups is a good one because of relative similarity between job duties. The two departments represented are substantially the same. Also Onalaska is economically a part of the La Crosse metropolitan area and subject to the same competition for goods and service. The police work does not vary substantially in the area.

The City notes that its offer compares favorably with the offer of La Crosse County. The County has a classification of corporal, and the City does not; but the Association never sought this classification. Further the Patrol Deputy has a more dangerous job, without a back-up in rural areas. The County has 36 deputies and the City has only seven officers. Further for promotion up the steps the County may require a written examination.

Discussion. The comparison of wages between La Crosse County Patrol Deputies 3rd Class and Onalaska police has validity on two counts. One is that there has been a similarity of duties, though not a complete sameness, between the two classifications. The other is that there has been a fairly stable relationship in starting salaries ranging between 2% and 9% higher in favor of the Deputies. However where the relationship needs further investigation is with respect to the matter of top salaries. According to Table 2 it is apparent that the top salaries obtained by Onalaska patrolmen under the City offer are substantially better than those of Patrol Deputies 3rd Class. They are better than the annual average income of Patrol Deputies 2nd Class at \$14,938 achieved after 30 months; and better than the "lift" for that grade at the end of the year with an annual rate of \$15,230.64 (City Ex. 9).

On this basis, the arbitrator concludes that the City has made a reasonable offer when compared to Patrol Deputies 3rd Class, and meets the statutory guideline with respect to this particular type of comparison.

XI. WAGES - COMPARISON WITH OTHER MUNICIPALITIES.

A. The Association's Comparisons

The Association compared Onalaska with certain municipalities selected state-wide on the basis of a population near to that of Onalaska and with a substantial population increase between 1970 and 1980. The following table summarizes essential data on these cities and is taken from Association Exhibits 16, 17, 18 and 19.

Table 3

ASSOCIATION LIST OF COMPARABLE CITIES AND SELECTED DATA
INCLUDING PATROLMEN SALARIES

City	County	Population		% Change	% Change Per Capita Income	1980 Aver. Weekly Wages	% Change over 1970	Time	Patrolman Salaries	
		1970	1980						Start	Maximum
Middleton	Dane	8,246	11,779	42.8	84.3	270.92	24.2		15,088	17,409
Menomonie	Dunn	11,112	12,769	14.9	80.4	221.73	31.8	(1/1)	14,072	16,935
Monroe	Green	8,654	10,023	15.9	74.0	198.51	28.1	(9/1)	14,461	17,404
								(1/1)	13,408	15,052
								(7/1)	13,768	15,340
Tomah	Monroe	5,647	7,204	27.6	81.7	187.21	9.0		13,978	15,350
Cedarburg	Ozaukee	7,697	9,005	17.0	91.4	239.46	28.3		14,009	19,659
River Falls	Pierce	7,238	9,036	24.8	82.6	202.87	25.3		17,992	20,613
Hudson	St. Croix	5,049	5,969	18.2	99.7	194.15	8.7	(1980)	14,694	18,603
Oconomowoc	Waukesha	8,741	9,909	13.4	92.8	240.26	15.8	(1980)	17,555	18,120
Onalaska	La Crosse	4,909	9,249	88.4	87.5	210.04	23.7			
City									13,215	15,376
Assn.								(1/1)	13,215	15,376
								(7/1)	13,479	15,683
La Crosse County								(1/1)	13,358	15,383
								(7/1)	13,788	15,999

The Association selected this list after reviewing the 15 counties near La Crosse County and ascertaining that there were only five cities approximating the size of Onalaska (5,000 to 12,000 population). It rejected using four of the cities, Platteville, Sparta, Baraboo, and Prairie du Chien, because all showed low or negative growth rates during the last decade. The Association investigated 33 cities in the state with population levels between 5,000 and 13,000 and with 1977 per capita incomes between \$4,500 and \$7,000. The state population growth rate was 6.5%. The Association decided to exclude all cities which did not have a growth rate twice the state average. This left the ten cities used as comparison.

Two of the comparable cities, Middleton and Cedarburg, had per capita incomes of more than \$1,000 above that of Onalaska in 1977. Menomonie and River Falls had incomes which fell more than \$1,000 below Onalaska. Cedarburg, Hudson and Oconomowoc had income growth at least two percent above that of Onalaska and the remainder grew by rates at least two percent less than Onalaska.

B. The City's Comparisons.

The following information is obtained from City Exhibits 5 - 10 inclusive from which data has been extracted to obtain comparable information.

Table 4

CITY LIST OF COMPARABLE MUNICIPALITIES
AND PATROLMEN SALARIES, 1981

<u>Municipality</u>	1981 Salaries	
	<u>Starting</u>	<u>Top</u>
Town of Campbell, La Crosse Co.	\$14,000	\$14,000
Holmen	12,000	14,000+
Sparta	\$5.46/hr.- \$11,357 (1)	\$6.15/hr.- \$12,792 (1)
Tomah	13,978	13,978
West Salem (Vil.)	\$4.93/hr.- \$10,254 (1)	\$5.43/hr.- \$11,294 (1)

(1) These annual rates at 2080 hour level.

C. Positions of the Parties. The Association in noting its comparisons states that the nature of police work in Onalaska, as a city bordering a much larger city, differs dramatically from other cities shown in the city list of comparables. These are small cities in a rural community. Yet even in the case of Tomah, Monroe, or Menomonie, small cities in rural areas, the salaries are higher than those being offered by the City in this case. Citing Arbitrator Maslanka in Cudahy School District and the Cudahy Education Association, Decision No. 17267-A, (1979), the Association urges the arbitrator to find that its comparables have merit and are more appropriate than those used by the other party.

As to the comparables of the City, the Association says that in some of the comparable communities the police are not organized, and all of the municipalities or towns are smaller. West Salem, Sparta and Tomah are 10 to 30 miles from Onalaska. They are isolated communities and do not experience the same conditions affecting Onalaska with its rapid growth in the La Crosse area.

The City states that it has used comparables in western Wisconsin while the Association has excluded for no proper reason four of the five cities in that part of the state that were comparable according to size. Growth rates are not reasons for exclusion where size is comparable. The City says that its exhibits show how far Onalaska is ahead of other local governments in the area. The Town of Campbell is actually an urban area adjoining the cities of La Crosse and Onalaska. The City offer is ahead of Holmen and the City of Sparta, and its wages for 1981 are higher than the 1982 Tomah wages.

D. Discussion. In this matter of comparable lists, the arbitrator finds that neither of the total lists provide an adequate base of information upon which the arbitrator can make a confident judgment on comparability. However on some selected municipalities within the list there are components which aid in determining comparability. Size and location of compared municipalities are two factors used in comparisons. In the Association list, the size of population is reasonable, but the geographic location of the list spread over the state does not provide the basis for considering municipalities under the same economic influences. Thus the Cities of Hudson, Middleton, Oconomowoc and Cedarburg are municipalities under the influence of much larger cities and with understandable higher per capita incomes as shown in Association Exhibit 17. Menomonie and River Falls are under another set of more rural influences. The one city this arbitrator considers as more comparable to Onalaska in the Association's list is Tomah being in the La Crosse region. Monroe on the Association's list is perhaps 120 miles away and in another economic area.

The arbitrator also finds that the City list, while it properly confines itself to the La Crosse region, includes an unorganized township and two villages, both substantially smaller in population than Onalaska. West Salem has a lesser value for comparison purposes to Onalaska.

The uniqueness of the La Crosse region in the state for obtaining valid comparisons is evident from the foregoing discussion. The La Crosse area is a metropolitan area with no other Wisconsin metropolitan area near it. It is surrounded by rural areas. Thus one is confined for comparisons of economic benefit pretty much to the area itself. The most comparable units of government then are La Crosse County, Tomah and Sparta, and La Crosse City. West Salem has, as was said, lesser value. No evidence was adduced as to the La Crosse City rates, so the arbitrator is confined to looking at the rates offered by the County and the Cities of Sparta and Tomah.

A review of Sparta and Tomah rates shows that the City offer is superior for 1981 to Sparta for starting pay and top pay, and inferior to Tomah on starting pay, but superior on top pay. As noted earlier the Onalaska City offer is less than the pay rate for starting Patrol Deputy but higher on top salary. The arbitrator finds the City offer therefore reasonable with respect to the most comparable units of government in the region.

A case could be made for the Association offer which is about \$153 higher on the top than the City offer, as also not being out of line for the region. However, the "lift" found in the Association offer comes to a difference of \$307.52, and this puts the Association offer more out of line with pay for similar services among the most comparable units.

The weight of the factor on comparisons with other municipalities of government falls to the City offer.

XII. COST OF LIVING. The Association notes in Association Exhibit 7 that the monthly starting salary of an Onalaska policeman was \$658.33 in 1975 and was \$1,001.14 in 1980; but the purchasing power in terms of 1975 dollars was \$658.33 in 1975 and \$626.50 in 1980. The lost purchasing power in terms of 1980 dollars was \$51.45 (Assn. Ex. 8). If a 10% inflation rate continues in 1981, under the City proposal, the lost purchasing power over 1975 in terms of 1981 dollars would be \$7.13 for the period beginning January 1, 1981, and it would amount to \$104.54 for the period beginning July 1, 1981 (Assn. Ex. 9).

Under the Association offer, the loss in purchasing power would be \$47.13 in terms of 1981 dollars for January 1, 1981, and \$82.51 for the period beginning July 1, 1981 (Assn. Ex. 10).

The price index used is the local price index for La Crosse.

The City supplied City Exhibits 11 and 12 which were copies of the publication Economic Indicators for the fourth quarter of 1980 and first quarter of 1981. This is a publication of the Bureau of Business and Economic Research published by the University of Wisconsin-La Crosse. The specific data to which the arbitrator's attention was called were that relating to the Consumer Price Indexes for La Crosse and the U.S. published in both issues. These data indicate that if the rate of inflation under the La Crosse CPI is taken from 12/79 to 12/80, the rate is 9.1%, a figure shown in Association Exhibit 2. However, if the annual average is taken from 1979 to 1980, the rate is 8.8%. The projected annual rate increase for the first three months of 1981 is an increase of 6.7%. The change in the annual national average from 1979 to 1980 was an increase of 13.5%, and the change from 12/79 to 12/80 nationally was 12.4%.

Positions of the Parties. The Association notes that the monthly salary of starting Onalaska police officers rose by 52.1% from 1975-1980, whereas the cost of living in the area rose by nearly 60%. The Association holds that based on the purchasing power of 1975 dollars, the starting patrolman with a pay rate of \$1,001.14 per month actually should have been receiving \$51.45 more. If the final offer of the City is accepted, the loss in purchasing power will have grown to \$104.54 by July 1, 1981, and even under the Association offer the loss will be \$82.51.

The City states that its Exhibits 11 and 12 show that the cost of living in La Crosse is substantially below the national cost of living - 12.1% nationally as compared to 9.4% in La Crosse. This is reinforced by the fact that Onalaska taxes are \$293.42 less than a comparable home in La Crosse.

Discussion. In reviewing the data supplied by the parties, the arbitrator believes that an argument can be made that the City needs to catch-up on its starting salaries, but there is no evidence on what happened to the position of top patrolman, which is a better indicator of whether a catch-up is needed. Absent this information, the arbitrator cannot conclude that catch-up is in order or that Onalaska salaries are very much behind comparable rates. On the other hand, the evidence is that the City's offer of 10% for salaries exceeds both the average annual increase in the La Crosse CPI from 1979 to 1980 and the increase if the change from December 1979 to December 1980 is taken. The City offer then more nearly conforms to the statutory guideline on the change in the cost of living, and this is as far as base wages only are concerned.

The argument that the position of the employees will deteriorate as the year progresses has merit, but since the contract was to have commenced as of January 1, 1981, the arbitrator feels constrained to apply only the changes in 1980 over those of 1979 to determine what cost of living conditions to apply to this agreement. Deterioration in the position of the employees' salary in 1981 due to 1981 inflation can be a consideration in the next negotiating round.

XIII. OVERALL COMPENSATION - COSTS. The City presented two different exhibits on what its increased costs would be and the percent increase in the package it was offering the employees. Two different percentages of increase were shown. The following table shows the increase according to the budgetary impact.

Table 5

BUDGET COST OF CITY OFFER AND PERCENTAGE INCREASE

	<u>1980</u>	<u>1981</u>	<u>\$ Amt. of increase</u>	
Salaries	94,199.06	106,000.77	11,801.71	
Retirement	19,405.07	21,942.17	2,537.10	
Health Ins.	6,533.04	6,741.12	208.08	
Dental Ins.	2,072.76	2,447.76	375.00	
Social Security	5,773.33	7,046.41	1,273.08	
Pay Back Days		816.48	816.48	
Total Salaries & Benefits	127,983.26	144,994.71	17,011.45	13.29% Increase

These figures do not reflect overtime.

Mayor Van Ryper presented another cost evaluation for the City which is as follows:

Wage increase, 10%; health insurance, 0.22%; dental insurance, 0.398%; no -pay-back days, 0.86%; social security, 0.665%; Wisconsin retirement fund, 2.07%; making a total increase of 14.21%.

The Association did not present any data on overall costs or compensation.

City Exhibit 4 was a tabulation of the total salary plus benefits bargaining unit employees would receive in 1981 without overtime, and the sums ranged from a low \$18,157.95 to a high of \$20,375.62.

The following table of benefits is derived from City Exhibits 1, 8, 9, and 10:

Table 6

FRINGE BENEFITS OF ONALASKA PATROLMEN COMPARED WITH BENEFITS
IN SELECTED MUNICIPALITIES

<u>Benefit</u>	<u>Onalaska</u>	<u>La Crosse Sheriffs</u>	<u>Tomah</u>	<u>West Salem</u>
Holidays	8 and two half days	9	9-1/2	7-1/2
Vacation	1 yr. = 1 week, 2-2, 8-3, 15-4	1-1, 2-2, 7-3, 15-4	1-1, 2-2, 8-3, 12-4, 20-5	1-1, 2-2, 10-3
Sick leave	12 days/yr. 120 accumulated	12/yr. 102 acc.	12/yr. no limit	12/yr. 60 acc.
Insurance				
Health	105.30 family 36.92 single	95.29 40.99	Major medical	BC/BS Major medical
Life	32% paid by city (group)	one-half (group)	Full (group)	\$5,000
Dental	\$27.25 family 9.23 single			
WRF	Up to \$838.68	Full	Full	Private plan: 13% of gross pay
Longevity	1% - 5 yrs. 2/10, 3/15, 4/20		2 yrs.-\$10/mo. to 15 yrs.-\$75 mo. \$370/yr.	
Uniform	Replacement on inspection	Replacement up to \$250		\$250/yr. vouchers
Shift premium	20¢, 3 p.m. to 7 a.m.	15¢, 3 p.m. to 8 p.m.; 20¢, 8 p.m.-mid-night	25¢ after 4 p.m.	
Work schedule	6-2, 6-3 for 40 hr. week aver.	6-2, 6-3 40 hr. week aver.	8 hr. day no week stated	6-2, 6-2, 6-2, 5-3 (8 day cycle)

Positions of the Parties. The Association says that the City's presentation on comparables with respect to overall compensation is defective: the City is not providing a "cadillac" benefit program with its dental program which was previously negotiated; the comparisons between Onalaska, Tomah and La Crosse show that Onalaska benefits are essentially the same; and the City's exhibits also on overall costs are inconsistent, especially in the higher costs for salaries shown in Exhibit 3 over those in Exhibit 2. The City's exhibits are confusing, contradictory, and inaccurate, and should be ignored.

The City contends that its wage offer of 10% does amount to an actual increase of from 13.29% to 14.21%. It also notes that its health insurance costs, retirement and life insurance costs are up over 1980; and also it has a unique dental insurance plan. It also contends that its Exhibit 4 shows that the patrolmen will be getting substantial increases in one year and also will be getting overtime, which is not shown. The City has a set of benefits which are comparable to those in the surrounding area. If the City comparison for wages in any year was less than those of some other unit in the area, it was because the employees were getting greater fringes. Thus the year in which the City increased its payment toward retirement and negotiated dental insurance, the wage cost was less. The City asserts that Onalaska is not in a "catch-up" situation.

Discussion. From a review of Table 6, the arbitrator is of the opinion that the City offers a comparable set of benefits to those found in such comparable communities for which there are contracts available.

Comparing its benefits to La Crosse County, the City's holidays are about equal, its vacation benefits slightly less favorable, its health insurance better, its life insurance cost less. The City offers dental insurance which the County does not. It also has a longevity plan, its uniform policy is slightly less favorable, its work schedule the same, and its shift premium slightly better.

As to the roll-up costs, the arbitrator after inspecting City Exhibits 2 and 3 finds that the roll-up actually attributable to the wage increase amounts to the sum of 12.735% (wages plus social security and retirement costs). The budgetary increase including these roll-up costs plus fringe benefits, step increases, and longevity comes to 13.29%. This budgetary cost, of course, exceeds the increase in the local CPI and approaches the average annual national increase from 1979-1980.

In the absence of comparable types of data on the Association offer on overall costs and fringe benefits, the arbitrator is concluding that the City offer meets the statutory guidelines for overall compensation.

XIV. CHANGES DURING THE PENDENCY OF THE PROCEEDINGS. The National All City Consumer Price Index for Urban Wage Earners and Clerical Workers for July 1981 now stands at 274.6 which is a 1.2% increase over the preceding month and an increase of 10.7% over July 1980. Thus the Association assumption that the 1981 inflation rate will be about 10% is being borne out. This is a weight in favor of the Association offer.

XV. OTHER FACTORS - PAY BACK DAYS. Both offers reflect a wage offer which includes an arrangement whereby the cost of pay back days will be absorbed by the Employer. This is estimated to cost \$816.48. This must be considered as an additional benefit to the employees.

XVI. OTHER FACTORS - SHIFT SELECTION. The proposed changes in the shift selection clause have been given before. Under the clause in the previous agreement, the Chief caused a change of shift to be ordered based on the fact that two senior employees did not get along very well, and a probationary employee was to go to training school. The secretary of the Association protested to the Chief, and later the Chief changed a shift to satisfy the secretary. The matter went to the city council finance and personnel committee, but action was not taken on it because the matter had been settled, and the Association had not followed the correct procedure. The grieving officer stated that the shift change meant he could not take an education course and further it meant a family hardship since it would have put his wife and himself on the same shift at the time they were intending to start a family.

The officers had picked their shifts prior to 1980, and the shift change was made on February 11, 1980. The City contended that under the contract in effect its Chief had the right to make the shift change.

Positions of the Parties. The Association says that the difference between what it proposes and what the City proposes is minimal. The Association is only asking for an arbitral review of the right of seniority with respect to shift selection. This does not take away from the Chief's powers. Further the Chief can change shift assignments due to vacations and emergencies. The City has offered no valid example as to why the Chief would be inconvenienced by this Association's proposed change. As matters stand now there can be arbitrary and capricious actions by the Chief and the Council. Further less senior officers could work more desirable shifts. Further the matter is of personal importance to officers since there can be family problems arising from it, unfair interruption of education and similar problems resulting in an impact on the financial stability of members of the bargaining unit. The proposal of the Association is similar to conditions obtaining for the City of La Crosse supervisory police officers and for the La Crosse County deputy sheriffs.

The City feels strongly that the Chief of Police must retain the right to alter shift assignments when unforeseen circumstances require it. Grievances would only hamper or delay the handling of a problem. In all of the years of the contract since 1975, only one officer had a conflict. That officer wanted to attend a course which was not police related and not required by the department. One officer might have a problem in the future since he lives outside of the City, since City policy is to pick up officers only if they live in the City.

Discussion. A review of Association Exhibits 28 and 29, and of City Exhibits 1, 8, 9, and 10 reveals that the clause the City proposes in its final offer to exclude from the grievance procedure grievances on shift changes and conflicts is unique. Generally the contracts of Tomah and West Salem, while not dealing specifically with shift selection, speak of seniority and transfers and that these matters are not excluded from the grievance procedure. Similarly in the La Crosse County contract, in section 5.03, the department head will consult with the Association President relative to conflicts in schedules and has the right to change shift assignments due to vacations, illness and unforeseen circumstances which jeopardize the department; but nothing in the contract prohibits a grievance from being raised on these matters.

A portion of the Association proposal, however, needs to be considered. This is the proposal to rebid shifts based on tenure where a vacation, illness and/or emergency lasts for more than six days. A review of the contracts cited above does not reveal this feature either. The La Crosse County contract calls for an annual bid. The arbitrator believes that there would be a considerable difficulty in administering such a clause on rebidding, not only from the point of view of determining when an emergency or illness will last more than six days, but also from a point of view of shuffling of the employees.

Weighing the exclusion of emergency shift assignments from the grievance procedure with the problems that would arise from a continual shuffling of shifts, the arbitrator believes that the principle of having the right to grieve is the more important factor involved, and so holds that the Association proposal more nearly meets the comparable practice on this issue.

XVII. SUMMARY. Based on the record and testimony, and arguments of the parties, the arbitrator has reached the following conclusions:

1. There is no question as to the lawful authority of the Employer to meet the terms of either offer.
2. All other matters except those at issue here are stipulated to.
3. The Employer has the ability to meet the cost of either offer.
4. As to whether it is in the interest of the public to meet either of the offers, this depends more heavily on other factors hereinafter treated.
5. There is a considerable turnover in the work force, which is a factor in favor of the Association offer.
6. The City offer is reasonable when compared to the wages received by Patrol Deputies 3rd Class of La Crosse, the nearest valid comparison unit and classification.

7. The arbitrator finds the list of comparables used by both parties as inadequate for making an informed judgment on comparability. However selected units of government from these lists are more comparable, because they are in the La Crosse region. These units are La Crosse County for one classification in its protective service, Tomah, Sparta, and to a lesser degree West Salem. The City offer is found to be more reasonable on the basis of comparison, especially because the "lift" in the split schedule offer of the Association puts the Association offer more out of line with pay offered in comparable units of government.

8. Concerning changes in the cost of living the City offer exceeds the changes in the La Crosse CPI for 1979-1980 on both an annual and year-end basis, and more nearly conforms to the statutory guideline on this item.

9. An argument can be made that the City needs some catching up on starting salaries in comparison with La Crosse Patrol Deputies 3rd Class, but in absence of data on top wages for this class and Onalaska patrolman over a period of time, the arbitrator cannot conclude that catch-up is needed.

10. The City's total budgetary costs for wages and fringe benefits for 1981 which comes to 13.29% is accepted as reasonable for overall costs; and the fringe benefits enjoyed by the Onalaska patrolmen are about equal to those enjoyed by comparable units of government in the area whose contracts were available.

11. The inclusion of a clause under which the City would accept the cost of pay-back days is a factor in favor of the City offer.

12. On the matter of changes during the pendency of the proceedings, it should be noted that the National Consumer Price Indexes of the All Cities Urban Wage Earners and Clerical Workers index is growing at the rate of about 10% per year. This is a factor in favor of the Association offer, but it can be treated as a catch-up item in the next negotiating period, and the current offers are more properly related to the changes in the CPI occurring between 1979 and 1980, since the agreement commences in January 1981.

13. On the issue of shift selection, the arbitrator finds negative factors in both offers. The City offer to remove grievances on shift selection from the procedure is unique and not found in the comparable contracts available. The Association offer to rebid every time a vacation, illness or emergency will last more than six days will present administrative problems. In this situation, the arbitrator believes that the weight should be given to including shift selection in the grievance procedure.

14. In summary of the above, the arbitrator finds that the four most weighty matters are those of the comparison between the City offer and the La Crosse wage schedule for Patrol Deputies 3rd Class, the City's comparability in wage offer with those of comparable regional units of government, the City offer's comparability with 1979-1980 changes in the La Crosse CPI, and the continuing inflation during the pendency of the proceedings, which favors the Association offer. Of these the arbitrator is of the opinion that comparability within La Crosse County Patrol Deputies is substantially the most important, and therefore makes the following award:

XVIII. AWARD. The agreement between the Onalaska Professional Police Association and the City of Onalaska should contain the final offer of the City.

Frank P. Zeidler

FRANK P. ZEIDLER
ARBITRATOR

DATE August 31, 1981