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In the Matter of Final and Binding Arbitration Between :  
 TEAMSTERS UNION LOCAL 695 : AWARD  
 and : Case LXXIII No. 30782 WISCONSIN EMPLOYMENT RELATIONS COMMISSION  
 CITY OF GREENFIELD : MIA-709  
 Decision No. 20611-A

OCT 25 1983

I. NATURE OF PROCEEDINGS. This is a proceeding in final and binding final offer arbitration between the Drivers, Salesmen, Warehousemen, Milk Processors, Cannery, Dairy Employees and Helpers Union, Local 695, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America and the City of Greenfield. On December 6, 1982, the City filed a petition with the Wisconsin Employment Relations Commission asking the Commission to initiate final and binding arbitration under Section 111.77 (3) of the Wisconsin Municipal Employment Relations Act because of an impasse between it and the Union with respect to wages, hours and conditions of employment of law enforcement personnel. The Commission, through a staff member, Edward J. Bielarczyk, conducted an investigation ending April 20, 1983. He advised the Commission that the parties remained at impasse. The Commission then concluded that an impasse existed under the meaning of the statute, certified that conditions precedent to the initiation of final and binding arbitration existed and ordered such arbitration on May 3, 1983. The parties having selected Frank P. Zeidler, Milwaukee, Wisconsin, as arbitrator, the Commission appointed him on May 20, 1983.

II. HEARING. A hearing was held in the above entitled matter on July 26, 1983, at the Greenfield City Hall.

III. APPEARANCES.

MAELIANNE GOLDSTEIN ROBBINS, Attorney, GOLDBERG, PREVIANT, UELMEN, GRATZ, MILLER & BRUEGGEMAN, S.C., appeared for the Union.

MAEK S. NELSON, Attorney, MULCAHY & WHERRY, S.C., appeared for the Employer.

IV. FINAL OFFERS. The final offers of the parties are herewith given in detail. It can be seen from them that there is an agreement on Grievance Procedure and Right to Representation, but not on Wages, Duration, or Compensatory Time Carryover.

Appendix "A"

FINAL OFFER OF THE CITY OF GREENFIELD TO TEAMSTERS UNION LOCAL NO. 695

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1. Exhibit "A": Increase all wage rates by 4% effective January 1, 1983, 6% effective January 1, 1984 and 6% effective January 1, 1985. (See Attached Exhibit "A").
2. ARTICLE 6 - GRIEVANCE PROCEDURE: Add the following language to Section E:

If charges are filed by the Chief, the issue of determining whether there is cause for reduction in rank, suspension, or the recommendation of dismissal may, at the option of the Union be subjected to the terms and conditions of the Arbitration Procedure of this Agreement. However, the decision of the Arbitrator shall be advisory only. Such advisory arbitration shall be expedited to comply with the time constraints set forth in Sec. 62.13(5), Wis. Stats. Grievances concerning charges filed by the Chief concerning reduction in rank, suspension or a recommendation of dismissal shall be submitted to the designated arbitrator within 15 days after service of the charges as provided in Sec. 62.13(5).

The arbitrator must serve his decision on the president and the secretary of the Board of Police and Fire Commission, on the Chief and the Union within 25 days after the filing of charges by the Chief. The Police and Fire Commission may refuse to consider any advisory arbitration not served within 25 days of the filing of the charges. The Commission shall schedule a hearing pursuant to Sec. 62.13(5) and shall hold its hearing after service of the arbitrator's report if requested by the employee involved. Employees shall not be disciplined, suspended, demoted or discharged without just cause.

3. Create a new ARTICLE - RIGHT TO REPRESENTATION to read as follows:
  - A. RIGHT TO REPRESENTATION: If an employee is under investigation or is subject to interrogation, or interview for any reason which could reasonably lead to that employee's discipline, the interrogation or interview shall occur as follows:
    - (a) The employee under investigation or to be interviewed shall be informed of the nature of the investigation prior to any interview or interrogation.
    - (b) At the request of the employee involved, the employee may be represented by a union representative who may be present at all times during the interrogation or during any interview of that employee.
  - B. NON-DISCRIMINATION: No employee may be discriminated against in regard to his employment or threatened with discrimination because of his exercising of his constitutional, statutory or contractual rights.
4. ARTICLE 3 - DURATION OF AGREEMENT: Revise Section A to reflect a three year agreement effective January 1, 1983 through December 31, 1985.
5. Create the following as ARTICLE 9.F -COMPENSATORY TIME CARRYOVER
  - F. COMPENSATORY TIME CARRYOVER:
    1. Effective December 31, 1983 the maximum number of compensatory hours which an officer or detective may carry over into calendar year 1984 shall be 200 hours.
    2. Effective December 31, 1984 the maximum number of compensatory hours which an officer or detective may carry over into calendar year 1985 shall be 120 hours.
    3. Effective December 31, 1985, the maximum number of compensatory hours which an officer or detective may carry over from one calendar year to the next calendar year shall be 80 hours.
6. All other provisions shall remain as in the 1982 Agreement.

EXHIBIT "A"  
WAGES

January 1, 1983 - December 31, 1983

Patrolmen	Start	\$1,686
	After 1 complete year	1,811
	After 2 complete years	1,943
	After 3 complete years	2,044
Detective/ Juvenile Officers	Start	\$2,117
	After 1 complete year	2,133
	After 2 complete years	2,183
	After 3 complete years	2,251

January 1, 1984 - December 31, 1984

Patrolmen	Start	\$1,787
	After 1 complete year	1,920
	After 2 complete years	2,060
	After 3 complete years	2,167
Detective/ Juvenile Officers	Start	\$2,244
	After 1 complete year	2,261
	After 2 complete years	2,314
	After 3 complete years	2,386

January 1, 1985 - December 31, 1984

Patrolmen	Start	\$1,894
	After 1 complete year	2,035
	After 2 complete years	2,184
	After 3 complete years	2,297
Detective/ Juvenile Officers	Start	\$2,379
	After 1 complete year	2,397
	After 2 complete years	2,453
	After 3 complete years	2,529

For purposes of computing hourly rates, the individual's annual salary shall be divided by the following figure in order to arrive at an hourly pay amount: 2,021.5 hours

*Appendix B*

UNION'S FINAL OFFER  
TO THE CITY OF GREENFIELD

April 7, 1983

APR 8 1983

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

All Articles and Sections of the 1982 Collective Bargaining Agreement to remain in full force and effect except for the following changes.

1. EXHIBIT "A":

Increase all wage rates by seven percent (7%) effective January 1, 1983.

2. ARTICLE 6 - GRIEVANCE PROCEDURE:

Add the following language to Section E:

If charges are filed by the Chief, the issue of determining whether there is cause for reduction in rank, suspension, or the recommendation of dismissal may, at the option of the Union be subjected to the terms and conditions of the Arbitration Procedure of this Agreement. However, the decision of the Arbitrator shall be advisory only. Such advisory arbitration shall be expedited to comply with the time constraints set forth in Section 62.13 (5), Wisconsin Statutes. Grievances concerning charges filed by the Chief concerning reduction in rank, suspension or a recommendation of dismissal shall be submitted to the designated arbitrator within fifteen (15) days after service of the charges as provided in Section 62.13 (5). The arbitrator must serve his decision on the president and the secretary of the Board of Police and Fire Commission, on the Chief and the Union within twenty-five (25) days after the filing of charges by the Chief. The Police and Fire Commission may refuse to consider any advisory arbitration not served within twenty-five (25) days of the filing of the charges. The Commission shall schedule a hearing pursuant to Section 62.13 (5) and shall hold its hearing after service of the arbitrator's report if requested by the employee involved. Employees shall not be disciplined, suspended, demoted or discharged without just cause.

3. NEW ARTICLE - RIGHT TO REPRESENTATION:

To read as follows:

- A. **RIGHT TO REPRESENTATION:** If an employee is under investigation or is subject to interrogation, or interview for any reason which could reasonably lead to that employee's discipline, the interrogation or interview shall occur as follows:
- (a) The employee under investigation or to be interviewed shall be informed of the nature of the investigation prior to any interview or interrogation.
  - (b) At the request of the employee involved, the employee may be represented by a Union representative who may be present at all times during the interrogation or during any interview of that employee.
- B. **NON-DISCRIMINATION:** No employee may be discriminated against in regard to his employment or threatened with discrimination because of his exercising of his constitutional, statutory or contractual rights.

4. ARTICLE 3 - DURATION OF AGREEMENT:

Revise Section A to reflect a one (1) year Agreement effective January 1, 1983 through December 31, 1983.

V. **FACTORS TO BE WEIGHED BY THE ARBITRATOR.** The following is from Section 111.77 (6) of the Wisconsin Statutes:

"(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."

VI. **LAWFUL AUTHORITY.** There is no issue here of the lawful authority of the Employer to meet either offer.

VII. **STIPULATIONS.** All other matters than those presented here have been stipulated to by the parties.

VIII. **FINANCIAL ABILITY OF THE GOVERNMENT TO MEET COSTS.** There is no argument from the City that it is unable to meet the costs, but it does argue that it is not in the interests of the public to have to meet these costs, and that matter will be treated here subsequently.

IX. **NATURE AND COSTS OF WAGE OFFERS.** The following table is from Union Exhibit 1:

Table I

1983 MONTHLY AND ANNUAL WAGES IN FINAL OFFERS  
AND PERCENTAGE INCREASES OVER 1982 YEAR-END RATE

Classification	Union			City		
	Month	Year	% Inc.	Month	Year	% Inc.
Patrolman						
Start	\$1,734	\$20,808	7.0	\$1,686	\$20,232	4.0
1 Year	1,863	22,356	7.0	1,811	21,732	4.0
2 Years	1,999	23,988	7.0	1,943	23,316	4.0
3 Years	2,103	25,236	7.0	2,044	24,528	4.0
Detective						
Start	2,179	26,148	7.0	2,117	25,404	4.0
1 Year	2,195	26,340	7.0	2,133	25,596	4.0
2 Years	2,246	26,952	7.0	2,183	26,196	4.0
3 Years	2,315	27,780	7.0	2,251	27,012	4.0

The following table shows 1982 monthly rates and percentage increases for 1983 above end rates and average rates. The information is taken from City Exhibit 4.

Table II

1982 SPLIT SCHEDULE, AVERAGE MONTHLY RATES  
AND 1983 PERCENTAGE INCREASES

Classification	1982			Rate	Union % Inc.		Rate	City % Inc.	
	1/1	7/1	Aver.		End	Aver.		End	Aver.
Patrolman									
Start	1,589	1,621	1,605	1,734	7.0	8.0	1,686	4.0	5.0
1 Year	1,707	1,741	1,724	1,863	7.0	8.1	1,811	4.0	5.0
2 Years	1,831	1,868	1,849.50	1,999	7.0	8.1	1,943	4.0	5.1
3 Years	1,926	1,965	1,945.50	2,103	7.0	8.1	2,044	4.0	5.1
Detective/JO									
Start	1,996	2,036	2,016	2,179	7.0	8.1	2,117	4.0	5.0
1 Year	2,011	2,051	2,031	2,195	7.0	8.1	2,133	4.0	5.0
2 Years	2,058	2,099	2,078.50	2,246	7.0	8.1	2,183	4.0	5.0
3 Years	2,122	2,164	2,143	2,315	7.0	8.0	2,251	4.0	5.0

City Exhibit 4 also yielded the following information:

Table III

DOLLARS INCREASED FOR 1983 OVER 1982  
FOR MONTHLY END RATES AND ACTUAL (AVERAGE) RATES

Classification	Union		City	
	Inc. End	Inc. Actual	Inc. End	Inc. Actual
Patrolman				
Start	\$113	\$129	\$65	\$ 81
1 Year	122	139	70	87
2 Years	131	149	75	93
3 Years	138	157	79	98
Detective/JO				
Start	143	163	81	101
1 Year	144	164	82	102
2 Years	147	167	84	104
3 Years	151	172	87	108

The effect of the City offer extended to 1984 and 1985 as far as wage rates are concerned has been shown in the City's final offer, "Exhibit 'A', Wages" above. A further discussion on this aspect of the City's offer follows in Section XVI.

X. COMPARATIVE MUNICIPALITIES. The Union is using as its principal comparison the City of West Allis. However it states that there is no one uniquely comparable district to Greenfield since Milwaukee suburban communities are larger and smaller, and there are differences in community wealth. Therefore Greenfield should have its relative position considered.

Municipalities contiguous to Greenfield are West Allis, Milwaukee, Oak Creek, Franklin, Greendale, Hales Corners, and New Berlin.

For its comparables the City is using Brown Deer, Cudahy, Franklin, Glendale, Greenfield, Oak Creek, St. Francis, Shorewood, South Milwaukee, Wauwatosa, West Allis, West Milwaukee and Whitefish Bay. The following table is obtained from Employer Exhibits 30 and 31:

Table IV

SELECTED STATISTICS FOR MUNICIPALITIES CONSIDERED  
COMPARABLE BY THE CITY

Municipality	1980		1981	1981
	Pop.	% Inc.	Eq. Val. (000)	Full Val. Tax Rate
Brown Deer	12,921	2.7	\$ 372,166	\$27.88
Cudahy	19,547	-11.5	433,078	27.36
Franklin	16,871	37.8	424,876	27.18
Glendale	16,928	12.2	489,878	27.43
Greenfield	31,467	28.8	801,126	25.20
Oak Creek	16,932	21.6	531,966	25.15
St. Francis	10,066	-4.0	185,989	30.63
Shorewood	14,327	-8.0	405,214	29.88
South Milwaukee	21,228	-8.9	433,659	27.96
Wauwatosa	51,308	-12.6	1,741,518	26.73
West Allis	63,982	-10.7	1,521,246	32.11
West Milwaukee	3,535	-19.8	185,420	33.57
Whitefish Bay	14,930	-14.2	492,768	29.00

The City is selecting the list of comparables shown above on the basis of the arbitrators' decisions in City of Brookfield (Police), Dec. No. 14395-A (Raskin, 8/76), and City of Two Rivers (Police), Case XXVI, No. 25740, MIA-483 (Haferbecker, 9/80), in which population, geographic proximity, complement of department personnel, and wages and fringe benefits paid are factors determining comparability. On the basis of these criteria, the City states that the thirteen cities in the City's list of comparables are in close geographic proximity to Greenfield and are the largest communities in metropolitan Milwaukee. The City also notes that the average population for its group of comparables was 21,226 to which Greenfield with its population of 31,467 compares favorably, and the City in this way is using a fair cross section.

As to equalized valuation, the City of Greenfield has an equalized valuation third among the thirteen comparables. As to full value tax rate, the average of the thirteen municipalities is \$28.41 to which the average full value rate of Greenfield is reasonably close.

The City says that on the basis of these data, arbitral authority would support the City's list as the determining pool. The Union, however, has not introduced any substantial evidence to support its pool, and the Union list should be disregarded.

The City holds that the Union's attempt to narrow the list of comparables is inappropriate and ignores the well established principles of arbitration. The City presented reasonable arguments for its pool, and the Union challenge is without support, because the Union presented no evidence on its own pool, and especially its contention that West Allis, Franklin, Oak Creek and Greendale are the comparables is not persuasive. The Union has excluded communities from a comparable pool which are nearly equal in population, equalized value and full tax rates such as Cudahy, Glendale, South Milwaukee and Wauwatosa. The Union has simply picked out favorable comparable communities. All the criteria must be utilized in a selection of comparables.

Discussion. In reviewing the foregoing table and the exhibits of the parties, and in considering their arguments, this arbitrator believes that there are comparables apart from the ones presented in groups to be considered. A primary list of comparables would consist of those municipalities which lie south and southwest of Milwaukee City, in which group the City of Greenfield lies. A secondary list would include the northern and northeastern suburbs of the City of Milwaukee which are in a different economic and trading area. Thus the arbitrator lists these groups as primary and secondary comparables:

Primary comparables: Cudahy, Franklin, Greendale, Greenfield, Hales Corners, Oak Creek, St. Francis, South Milwaukee, Wauwatosa, West Allis and West Milwaukee. New Berlin would also be included although no data was presented on its population or valuation by the Union.

A secondary list would be that of Brown Deer, Glendale, Shorewood and Whitefish Bay. It should be noted that in this list of northern suburbs, Fox Point, Bayside, and River Hills are not included.

The arbitrator will take note of the City's position of including the northern suburbs in a larger list, but considers the data related to them to have a secondary value here.

It should be noted that even in the arbitrator's primary list there are great variations in population and equalized value. Also, although no data was given on size by either party, City Exhibit 29 gives some idea of the great variations in size of the municipalities. Nevertheless despite the great variations in size and population, where West Allis has twice the population of Greenfield, which in turn is nine times the population of West Milwaukee, there is a narrow spread in basic rates of patrolmen which indicates that the positions command about the same rates, except that there is a tendency to pay more in more populous municipalities.

In considering comparability, the arbitrator will consider the arguments of both parties as to the results taken from using their own comparables and will also apply the use of the primary comparable list and a secondary list as indicated.

XI. COMPARISONS OF WAGES WITH COMPARABLE MUNICIPALITIES. The Union is contending that under the wage offers of the parties, taking into consideration ten municipalities on the south and southwest part of Milwaukee County, Greenfield ranked second in salary in 1982 and under the Union offer for patrolmen it will still rank second, but under the City offer it will drop to third place. The rate for detectives in Greenfield in 1983 would be second under the Union offer and fourth under the City offer (Un. Ex. 2).

The following tables are derived from Union Exhibit 3 (Rev.) and City exhibits:

Table V

WAGE COMPARISONS OF TOP PATROLMAN IN MUNICIPALITIES CONSIDERED BY THE PARTIES, 1982 AND 1983

<u>Municipality</u>	<u>1982</u>		<u>1983</u>			
	<u>Top Rate</u>	<u>Aver. Rate</u>	<u>Top Rate</u>	<u>% Inc.</u>	<u>Aver. Rate</u>	<u>% Inc.</u>
A. Primary List						
Cudahy	1,924	1,896	2,020	5.0	2,028	6.5
Franklin	1,925	1,925	2,079	8.0	2,079	8.0
Greendale	1,943	1,924	2,042	5.0	2,022	5.1
Hales Corners			1,921	7.5		
Oak Creek	1,998	1,978.50	2,098	5.0	2,098	6.0
St. Francis	1,936	1,917	1,994	3.0	1,994	4.0

continued

Table V - continued

<u>Municipality</u>	<u>Top Rate</u>	<u>1982</u>		<u>1983</u>		
		<u>Aver. Rate</u>	<u>Top Rate</u>	<u>% Inc.</u>	<u>Aver. Rate</u>	<u>% Inc.</u>
South Milwaukee	1,886	1,843.50	1,946 <sup>(1)</sup>			
Wauwatosa	1,951	1,946	2,043	4.7	2,029	4.2
West Allis	1,979	1,969.50	2,139	8.1	2,128	8.0
West Milwaukee	1,927	1,890	2,024	5.0	2,014	6.6
New Berlin			2,008	5.0		
Greenfield						
City	1,965	1,945.50	2,044	4.0	2,044	5.1
Assn.	1,965	1,945.50	2,103	7.0	2,103	8.1

B. Secondary List

Brown Deer	1,930	1,930	2,028	5.1	2,008	4.0
Glendale	1,975	1,975	2,074	5.0	2,074	5.0
Shorewood	1,927	1,902	2,044	6.1	2,014	5.9
Whitefish Bay	1,973	1,944	N.S.			

(1) First six months only; thereafter COLA.

The following data comes from City Exhibit 33 (Revised):

Table VI

WAGE COMPARISONS OF TOP DETECTIVE IN MUNICIPALITIES CONSIDERED BY THE PARTIES, 1982 AND 1983

<u>Municipality</u>	<u>Top Rate</u>	<u>1982</u>		<u>1983</u>		
		<u>Aver. Rate</u>	<u>Top Rate</u>	<u>% Inc.</u>	<u>Aver. Rate</u>	<u>% Inc.</u>
A. Primary List						
Cudahy	2,154	2,154	2,262	5.0	2,262	5.0
Franklin	2,091	2,091	2,258	8.0	2,258	8.0
Greendale						
Hales Corners						
Oak Creek	2,143	2,122	2,250	5.0	2,250	6.0
St. Francis	2,104	2,083.50	2,167	3.0	2,167	4.0
South Milwaukee	2,022	1,975.60	2,083 <sup>(1)</sup>	3.0		
Wauwatosa	2,110	2,104.50	2,209	4.7	2,195	4.3
West Allis	2,212	2,201	2,371	7.2	2,360.50	7.2
West Milwaukee	2,087	2,047	2,192	5.0	2,181	6.5
New Berlin						
Greenfield	2,164	2,143				
City			2,251	4.0	2,251	5.0
Assn.			2,315	7.0	2,315	8.0
B. Secondary List						
Brown Deer	2,004	2,004	2,105	5.0	2,084.50	4.0
Glendale	2,197	2,197	2,307	5.0	2,307	7.5
Shorewood	2,145	2,117	2,275	6.1	2,253	6.4
Whitefish Bay	2,137	2,109				

(1) First six months only; thereafter COLA.

The following table gives the rank of top monthly rates for patrolmen and detectives among the comparative groups:

Table VII

COMPARISON OF RANK OF GREENFIELD OFFERS  
MONTHLY WAGE DOLLAR AMOUNTS,  
TOP RATES AND AVERAGE RATES, 1982 AND 1983

	1982		City Top Rate	1983		
	Top Rate	Aver. Rate		Aver. Rate	Assn. Top Rate	Aver. Rate
A. Patrolmen						
Primary List	3/10	4/10	4/12	4/10	2/12	2/10
Secondary List	3/5	3/5	2/4	2/4	1/4	1/4
B. Detective						
Primary List	2/9	3/9	4/9	4/8	2/9	2/8
Secondary List	2/5	2/5	3/4	3/4	1/4	1/4

According to City Exhibit 38, Brown Deer has settled for a top wage increase of 5% in 1984 and a 4% average increase, Cudahy and St. Francis settled for a 5% increase, top and average, and Shorewood settled for a 6% top increase and 5% average increase.

The Union's Position. The Union notes that of the municipalities which it considers to be relatively comparable, West Allis and Oak Creek had the highest rates for a police officer in 1982 and Franklin and Greendale ranked below. In 1983 the West Allis police will receive an increase of 8% on the average, and Franklin officers will receive an 8% increase. Oak Creek officers will receive a 5% increase plus dental insurance for an additional 1.5% or a total increase of 6.5%, according to the testimony of the Union Representative Spencer. Under the Union offer of 7% in Greenfield, Greenfield will maintain its position. The City's offer on the other hand is lower than any other listed with the exception of St. Francis which is much smaller. Although the Greendale offer is closest to the Greenfield City offer, yet it is more advantageous because it provides a slightly higher increase than a 4% increase. Also the officers here will start off in a 1984 rate which will be based on a higher base rate at the end of 1984. Using its comparable communities then, the Union offer with respect to wage rates is more reasonable.

In rebuttal to the City position, the Union argues that year-end comparisons are more significant than average rates, because the year-end rate is the base for all future increases and has greater long range significance. Further the phenomenon of a split rate was present in nine municipalities in 1982. However, in using wage averages from split wage payments in 1982, the fact is that some municipalities show higher percentage increases than Greenfield.

The Union rejects the use of average increases among comparative municipalities, because using such averages may be highly manipulable. Including municipalities which are not comparable skews the average. Thus the inclusion of north shore suburbs does this. Also averages do not reflect the actual increase in Oak Creek which is a 6.5% increase when dental insurance is included. Using the average obtained from the municipalities of Cudahy, Franklin, Greendale, Oak Creek, St. Francis, Wauwatosa, West Allis and West Milwaukee gives a year-end increase of 5.7% and an average increase of 6.2%. The results are 0.2% closer to the Union offer on the year-end rate, while being 0.3% closer to the City offer on the average rate. Thus the results are about halfway between the offers. If the Union removed the St. Francis rate because it is smaller and added the Hales Corners rate, the Union position would improve.

The Union objects to the City not using West Allis as a comparable in comparing percentage increases, noting that it and Franklin had higher percentage increases. The Union objects to using Brown Deer in such a comparison when it is not a comparable community.

The Union objects to City comparisons of average salary in comparable communities on the grounds that the City did not state which communities were being used for the comparison.

The Union objects to the City ranking Greenfield in comparison to other municipalities for 1982 and 1983 on the grounds that the City has used a varying sample. The Union notes that South Milwaukee and Whitefish Bay were not listed for 1983 though first listed for 1982. If these cities are dropped from the cities list, the Greenfield patrolmen would have been paid fourth in 12 municipalities in 1982, and under the City offer tied for fifth in 1983. Under the Union offer they are second in twelve, but third in twelve if the Oak Creek dental increase is considered. Even using the City's comparables, the City offer will bring the police officer rates down one place while the Union offer will bring it up one place in 1983.

The City's Position. The City holds that its final offer is far more reasonable than the Union's when compared to settlements in other municipalities. The City notes that the year-end increases of 4% and 7% for the City and Union offers comes to 5% and 8% for the City and Union offers when the wage split schedule is considered. The City, using a list of municipalities which included Brown Deer, Cudahy, Franklin, Glendale, Greendale, Oak Creek, St Francis, Shorewood, Wauwatosa and West Milwaukee, found the average increase for the year-end wages to be 5.2% and for the actual wages 5.5%. In both instances the City says its offer is nearer the averages. The City offer is both fair and generous, but the Union offer is exceeded only by Franklin; and the Union offer is excessive and unjustified as shown by these percentage increases.

The City also compares the dollar amounts in monthly salaries between what has been described as comparable communities, though the City did not state the municipalities. The comparables presumably are those in the City's list. The following table is abstracted from the City's brief (pp. 22, 23):

Table VIII

COMPARISON OF AVERAGE 1982 AND 1983 TOP PATROLMAN AND DETECTIVE RATES IN GREENFIELD AND COMPARABLE COMMUNITIES, AND RANK OF GREENFIELD

	1982			1983			Green-		
	Green-	Comp.	Rank	Green-	Rank	field	Rank	Comp.	
	field	Comm.		field		Police		Comm.	
Patrolman	\$1,965	\$1,944	5/14	\$2,044	5/12 <sup>(1)</sup>	\$2,103	2/12	\$2,053	
Detective	2,164	2,117	3/13	2,251	6/11	2,315	2/11	4,240	
Juvenile Off.	2,164	2,099	1/7	2,251	2/6	2,115	1/6	2,187	

(1) ...

The City says that under its offer there is little change in the relative position of the City, but under the Union offer the employees' position is drastically and excessively improved, and there is no justification for it.

The City is critical of the Union analysis as being misleading and erroneous. The Union selected only those communities as comparables which would place the Union final offer in a favorable position, and ignores rate settlements for all other communities which are comparable. The Union analysis was incomplete in that it did not present data on actual wage rates where there were split wage schedules in 1982. In South Milwaukee it did not present evidence on the effect of the COLA clause, and in Oak Creek it sought to compare wage offers with a wage settlement there plus an increase in dental insurance.

Discussion. Although each party has based its arguments on its own list of comparables, for reasons advanced earlier in Section X, the arbitrator believes that the primary list shown in Table VI where sufficient data is available should be used as the primary basis of comparison, and then the secondary list may be considered.

Table VII above, which summarizes changes in the Greenfield rank in comparable municipalities, shows that for patrolmen at the top rate in 1982 the City offer drops one place and the Union offer gains one place. In average (actual) rate the City offer holds its place, and the Union gains two places.

As for the secondary list, the Greenfield patrolman end rate appears to have gained among municipalities reporting under both offers. The same is true for average rates, though this may be illusory if the missing municipality of Whitefish Bay settles. Certainly however under whatever settlement occurs in Whitefish Bay, the Union offer will gain one place at least for the Greenfield position.

For the detective position, however, the City offer loses place for Greenfield in the top rate and average rate, and the Union offer holds position for top rate and may gain one place in the average rate in the primary list. In the secondary list, the City may be falling back one place for both top and average rates, and the Union may be gaining one rate after the Whitefish Bay settlement.

Generally speaking, the arbitrator concludes that the City offer will cause the City to lose in relative position for patrolmen and detectives, and the Union offer will gain in relative position.

The question then is, which offer departs farthest from the average gains made in comparable communities. In this case the arbitrator relies principally on the average annual pay of an employee for a year, because that amount represents the amount which is actually received by the employee for the contract year. One refers then to the primary list in Table V. In this list Hales Corners and New Berlin average annual rates are not reported, because no specific data or information as to what they are has been submitted. The average percentage increase for the eight municipalities reported outside of Greenfield is 6.05%. The City offer with an average increase of 5.1% is closer to this figure than the Union offer at 8.1%.

In the secondary list, the average increase is 5.03%. Again the City offer is closer at 5.1% than the Union offer at 8.1%.

Applying the same kind of analysis to end rates for these same lists of municipalities, one finds that the average end rate for the eight municipalities in the primary list is 5.47%, a figure which nearly splits the difference between the end rates of the Greenfield offers. The same effect appears in the end rates in the secondary list which end rates average 5.4%.

The arbitrator, reviewing the above data, concludes that the City offer on base wages more nearly meets the statutory criterion of comparisons with comparable municipalities than does the Union offer.

## XII. COMPARISONS WITH OTHER EMPLOYEE SETTLEMENTS IN GREENFIELD.

The following information is recast from City Exhibit 11:

Table IX

CITY OF GREENFIELD SETTLEMENTS,  
WAGES ONLY PERCENTAGE INCREASES, AS OF TIME OF HEARING

Unit	1983		Actual	1984	1985
	Retro. Pay 1/1 to 6/30	Rate 7/1 to 12/31			
Clericals	5	4	4.5	6	6
DPW	5	4	4.5	6	6
Fire			4	6	6
Police					
City			4 <sup>(1)</sup>	6	6
Union			7 <sup>(2)</sup>		
Police Supervisors	- Wage Freeze				
Non-Represented	- Wage Freeze				

- (1) End rate only. Average rate 5.1
- (2) End rate only. Average rate 8.1

The Union's Position. The Union rejects the City's comparisons with units in the City government. It contends that most appropriate comparisons are those with other employees in other governments doing the same kind of work. Further, wage comparisons with employees in other units in other cities show settlements lower than the settlements for police departments in those areas. This undercuts the Greenfield City argument that its police officers should receive the same percentage increases as clerical and fire department employees.

In this case the City has settled with other units slightly above the offer it is making to the police. Further the percentage increases do not address the fact that the City offer to the other City unions did not include the effort on the part of the City to change compensatory time. Thus the settlements cannot be accurately compared. As for the police supervisors not settling, they wait until this bargaining unit settles.

The Union says that the internal comparisons favor its offer if the police employees alone are considered. Further the Union proposal including duration as well as wage rates must be considered. The Union especially states that the takeaways in the City's offer to the police are not found in other City settlements, and therefore the other City settlements are not comparable.

The City's Position. The City states that it maintains a policy to treat all employees equitably and that the pattern of settlements already established in the City make its offer to the police more reasonable. Internal settlement patterns have been recognized by arbitrators as a principal factor. In Greenfield the pattern is clear of a 1983 wage increase of 4% or less. Also it is clear that a 6% increase for 1984 and 1985 with a three year contract has been established, and these conditions must be afforded great weight. The Union offer on the other hand destroys the internal consistency and would have the effect of hereafter discouraging prompt and voluntary settlements.

The City holds that an acceptance of the Union wage offer would discourage prompt and voluntary settlement, and would be unfair to other City employees and would be disruptive of city-wide employer-employee relationships. The final wage offers cannot be viewed in isolation and must be analyzed in conjunction with other City settlements. The City has also treated employees equitably in other benefits. The City's offer is therefore more reasonable.

The City states that an arbitrator would have to find significant, overriding considerations which would justify an increase for the police which the other unions in the City did not get. The City states that the Union allegation that the City offer is attempting a takeaway is misleading and erroneous in that the City is merely attempting to cap a benefit at a reasonable level. The City offer in this case is not different than other settlements in the City.

Discussion. When comparing wage offers apart from the other aspects of the offers such as duration and use of compensatory time, the City offer more nearly meets the test of internal comparability than does the Union offer, but it is an offer slightly lower in percentage value than settlements made with the clericals and Department of Public Works employees.

As to the matter of whether on this score alone the total City offer should be accepted, because of the weight of this factor, the arbitrator concludes that other significant and important factors in the City's offer are present, namely the matters of duration and use of compensatory time.

The matter of contracts of a like duration is present internally, but the use of compensatory time is a significantly different item to make the package offers different.

Thus, while the City offer has a degree of comparability with other settlements in the City, the comparability is subordinate to the presence of the issue of use of compensatory time, which was not present in other settlements. Thus the degree of internal comparability is not of itself the dominant factor in this matter.

XIII. TRIAL COMPENSATION AND BENEFITS. The following table is abstracted from Cit- Exhibits 7, 8, 9, and 10:

Table X

OPERATING COSTS AND PERCENTAGE INCREASES  
UNDER FINAL OFFERS BASED ON YEAR-END BASE  
AND AVERAGE BASE, 1983 ONLY

Item	1982	1983			
	Year-End Base	City Offer	% Inc.	Union Offer	% Inc.
A.					
Base Wages	\$ 823,944	\$ 856,902	4.0	\$ 881,620	7.0
All Wages	910,471	946,999	4.0	974,153	7.0
Total Comp.	1,229,334	1,247,890	1.51	1,281,544	4.25
	1982	1983			
	Average Base	City Offer	% Inc.	Union Offer	% Inc.
B.					
Base Wages	\$ 815,826	\$ 856,902	5.03	\$ 881,620	8.06
All Wages	902,353	946,999	4.94	974,153	7.95

All in the primary list pay 6% toward the employee's WRF share. As to holidays, Greenfield with 11 compares favorably to other municipalities though South Milwaukee has 12 such days.

Sick leave in Greenfield with one day a month to 150 days is matched only by Greendale in the primary list. Some municipalities have a more rapid rate of accumulation at 1.25 days per month; but ceilings here also are different. The arbitrator concludes that the Greenfield provisions on sick leave compare reasonably with provisions in other municipalities.

All municipalities except West Allis have a three day funeral leave for an immediate member of the family; and as for other leave permitted, Greenfield with seven days is well in front of municipalities reported both in the primary and secondary list.

Greenfield's vacation pattern reaching 25 days after 22 years represents an earlier advent of higher vacation totals than other municipalities though South Milwaukee provides 30 days after 30 years.

The Union's Position. The Union states that the evidence shows that virtually all comparable communities have substantially the same benefit package. Under these circumstances, the comparison of total compensation does not vary the conclusion made with respect to the comparisons on the basis of wages alone. In the wage comparison, the Union, as reported earlier, believes the comparison supports its offer.

The City's Position. The City believes its offer when compared with the total compensation of comparable municipalities is the more reasonable one. It asserts that total compensation has been given much weight by arbitrators. The City also points to the benefits in fringes received which demonstrate that the employees of Greenfield compare very favorably with others.

Discussion. The evidence first is that the City's position in fringe benefits is comparable to such benefits existing in comparable municipalities.

As to total compensation, no evidence was given as to total compensation that is to be paid for 1983 contracts elsewhere. In this situation, the evidence is that considering actual prospective costs, the City's percentage increase will come to 2.37% and the Union's percentage increase will come to 5.13% for total compensation, even though the actual increases in base wages are 5.03% and 8.06% respectively. The cause of this is a drop in required WRF payments from 20% in 1982 to 17% in 1983. This change in WRF contribution makes total compensation under either offer reasonable and not as weighty a factor as might otherwise have been the case if the WRF requirement had remained the same.

These percentage increases are contrasted to a 6.0% increase in the 1982 average CPI-W change (see Section XIV).

XIV. COST OF LIVING. City Exhibits 60 and 61 related to the Consumer Price Index. At the end of December 1982 the CPI-Urban Wage Earners and Clerical Workers (CPI-W) stood at 292.0, an annual increase over the previous December of 3.9%. The January 1983 CPI-W stood at 292.1, an increase of 3.5% above the previous January. The index for May 1983 was at 296.3 or a 3.4% increase above the previous May. However, the yearly average increase of the CPI-W in 1982 over 1981 was 6.0%.

The CPI-W for Milwaukee in January 1983 stood at 303.5 representing a 2.8% increase above the previous January. However the yearly average increase in 1982 over 1981 in the Milwaukee CPI-W was 5.4%.

Position of the Parties. The Union addressed the matter of the cost of living only as connected with the duration of the agreement.

The City is asserting that the wage and benefit increases under its offer will exceed the increase in the cost of living, and it says that the Union offer is unreasonable. It makes this type of comparison:

CPI-W US City, January to January	3.5%
CPI-W Milwaukee, January to January	2.8%
City offer, end rate increase	4.0%
City offer, average increase	5.0%
Union offer, end rate increase	7.0%
Average rate increase	8.0%

The City therefore claims its offer exceeds the Milwaukee CPI-W by 2.2% and the Union offer exceeds it by an overwhelming 5.2%. The Union offer is excessive and the City offer more reasonable.

The City also notes that arbitrators have been concerned over double digit rates as being out of line with the current slowdown in inflation. The City offer more nearly reflects the change in inflation rates.

Discussion. To ascertain what standards to use to judge the comparability of the offers to the changes in cost of living, certain choices have to be made. One is whether to use the All Cities CPI-W or the Milwaukee CPI-W. The arbitrator is of the opinion that the Milwaukee CPI-W is more appropriate. The next question is whether to use the January to January percentage increases (or December to December) since the contract if voluntarily agreed to would have started January 1983. The arbitrator is of the opinion that such a use is justified only if the annual average is not available. However in this case, the average annual increase of 1982 over 1981 can be calculated, and for Milwaukee that was 5.4%. This then is the percentage change that the arbitrator here will apply for comparison.

The next question to be answered is whether to apply the percentage increase of year-end rates for wages only, the average increases for wage rates, the year increases for operating expense, or the average increases for operating expense. This arbitrator believes the most valid percentage increase to apply is that derived from the changes in operating expense in average (actual) increase. This represents the actual effort by the Employer and the taxed sources to meet the offers. Thus one compares the 5.4% increase in the Milwaukee CPI-W against the 2.37% increase in package expense under the City's offer and the 5.3% under the Union offer. The conclusion is that even though the wage offers comes to 5.1% and 8.1% for the City and Union offers respectively, the Union offer with a 5.13% for total compensation, comes closer to the CPI-W increase in the Milwaukee CPI-W than does the City offer with a 2.13% increase in package offer.

XV. OTHER FACTORS - COMPENSATORY TIME CARRYOVER. The City is offering a provision to put a cap on the amount of compensatory time a police officer or detective can carry over to the next year. The limits are:

1983 into 1984	-	200 hours
1984 into 1985	-	120 hours
1985 into 1986	-	80 hours

The essential substance of a number of City exhibits on this matter are given herewith:

City Exhibit 17 - Clerical, Department of Public Works employees and Fire Department employees have no compensatory time provisions. Police supervisors can get CT at a rate of 1-1/2 times the regular rate, but with a maximum of 80 hours on the record. Police bargaining unit employees have no maximum on accumulation or carryover.

City Exhibits 18 and 19 - Generally DPW, clerical and fire employees are paid 1-1/2 times the regular rate for overtime, except that in DPW holiday work receives double time. No provision is made for CT.

City Exhibit 20 - Article Q - Overtime B. Compensatory Time: In lieu of receiving pay for overtime hours worked, employees may request and receive compensatory time off on a time and one-half (1-1/2) basis (1982 agreement).

City Exhibit 21 - Lieutenants and Sergeants in another bargaining unit may obtain overtime but only 80 hours total can be carried over.

City Exhibit 22 - According to Administrative Lieutenant Frances C. Springob outstanding regular time due off (TDO) amounted to 2,481.12 hours on 1/1/83 and 2,825.77 on 6/30/83. TDO hours earned during the period were 2,954.34; total taken were 2,318.70 with an additional 370 hours paid out. Total work days off for first half of 1983 - 289.84.

City Exhibits 24 and 25 - This was a listing of TDO hours earned, both as regular hours and as holiday hours with 12/31/82 and 6/30/83 balances. Top balance for an individual in 1982 was 406.61 hours. Second highest balance was 207.48 hours. Top balance due on 6/30/83 - 241.19 hours. Top balance earned to mid year, 1983 - 227.16 hours.

City Exhibits 26 and 27 - Similar data for 1982.

There was testimony in the hearing by Captain Richard Karweik that with the large amount of Time Due Off (TDO) - compensatory time, there are scheduling problems and manpower problems. The City is not wanting to change the TDO situation for holidays, but to make regular TDO more manageable.

The testimony by City and Union witnesses was that earlier under a previous police chief the City wanted the employees to take TDO in order to reduce the cost. Now however the City is not seeking to reduce its cash payments for overtime.

The Union testimony was that the City requires much overtime of its staff and that in a period of July 1 to July 25, 1983, 21 police officers were assigned to shifts other than their normal shifts, but some of these may have been trades. However, the administration controls the granting of time off.

The City provided exhibits on the use of compensatory time among municipalities in its list of comparables. The information is involved, and the City in Exhibit 42a (revised), 42b and 42c extracted essential features. The arbitrator in turn has sought to present in the following table features of these contract provisions most directly related to the dispute here.

Table XI

ASPECTS OF COMPENSATORY TIME USE IN CONTRACTS  
IN COMPARABLE MUNICIPALITIES, 1983

<u>Municipality</u>	<u>Rate for C.T.</u>	<u>Max. Accum.</u>	<u>Approval by Chief or Others</u>	<u>Carryover</u>
A. Primary List				
Cudahy	1-1/2	40		Only as C.T.
Franklin	1-1/2	32	Yes	C.T. carried over
Greendale	1-1/2		Yes	C.T. must be taken by 11/30
Oak Creek <sup>(1)</sup>	1-1/2			O.T. as C.T. unless employee elects cash

continued

(1) 1982

Table XI - continued

<u>Municipality</u>	<u>Rate for C.T.</u>	<u>Max. Accum.</u>	<u>Approval by Chief or Others</u>	<u>Carryover</u>
St. Francis	1-1/2	64	Yes	
South Milwaukee	None			
Wauwatosa		24	Yes	Up to 24 hrs. off after O.T. accumulation. Additional O.T. taken subject to schedules and loads.
West Allis	1-1/2	40	Yes	Payout in Dec. at straight of excess hrs.
West Milwaukee	1-1/2	24	Yes	Payout above 24 hrs. accumulated.
Greenfield City	1-1/2	No max. during year.	Yes	Carryover 1984-200 1985-120 1986- 80
Union		No max.		Accumulation carried over.

B. Secondary List

Brown Deer		None		
Glendale		None		
Shorewood	1-1/2		Yes	
Whitefish Bay	1-1/2	16	Yes	No carryover.

The Union's Position. The Union holds that the retention of the previous provision on compensatory time off (TDO) is more reasonable. It means less money spent and is therefore in the interest of the public, and helps the financial ability of the City. While other officers in other comparable cities do not have this provision, yet it is not a unique benefit, because supervisory personnel in the Greenfield department have the same kind of benefit. The pattern has existed in Greenfield for a number of years, and time taken off must be mutually agreeable to the employee and the Chief. Officers in the past were requested to take TDO. Officers, however, are seeking to reduce TDO through a combination of time off and payouts.

The Union says that the officers do not want to lose the ability to accumulate compensatory time. The Union notes the number of overtime assignments from July 1 to July 26. Such assignments require officers to forego needed time off and planned activities with families. The officers understand this is part of the job, but acceptance of the assignments is easier when the officers know that there will be other times they can spend with their families at the convenience of the City. This contributes to good morale.

TDO is subject to the decision of the Chief who can defer it. With this control there is normally no need to replace officers who take TDO. Replacement of officers on TDO may happen, but it is not frequent. As the provision now stands, it provides the opportunity to avoid overtime replacements and maximize savings. The current City proposal might induce the officers to try to make use of their TDO in a rush to avoid forfeiture at the year's end.

The Union argues that what is here being proposed by the City is an unfair change in administration policy. First the administration urged the officers to use TDO and the officers complied; now the administration wishes to change the policy. This fluctuation lowers morale.

The Union notes that in 1977 Arbitrator Stern rejected a similar effort by the City to change the provision on time off, and cites his argument that since the Employer has to give permission to take the time off, the arbitrator did not see how the use of compensatory time off harmed the Employer.

The Union argues that there is no compelling reason to take away the employee's accumulations, and that the comparisons with other districts does not support the City offer.

The Union says that police supervisors have compensatory time available on an unlimited basis, and they find it workable. It is not justified then to have the bargaining unit employees give up their similar right.

The City's Position. The City contends that the testimony of Captain Karweik and the City exhibits show the severity and complexity of the problem under the current compensatory time provision in the Greenfield Police Department. There are scheduling difficulties, additional overtime is created and manpower shortages occur. In addition to the compensatory time which comes from overtime, there is also compensatory time available from holidays worked. These hours are not reflected in the compensatory time available as of January 1, 1983, which was 2,481.12 or an equivalent of 1.2 full-time officers. In June the 2,825.77 hours total was the equivalent of 1.4 full-time officers. The 2,318.70 compensatory time hours taken as paid time off during the first six months of 1983 was the equivalent of 289.84 workdays.

The City says that implementing its final offer would resolve the scheduling problems which have plagued the City since 1976. After exploring alternatives, the City thinks that the cap on carryover of compensatory time is the most reasonable resolution. The "cap" proposed by the City will provide for flexibility within the department while allowing individual officers discretion in scheduling time off to coincide with their own personal needs. The City recognizes the unique hours and work schedule of Police Department employees. The cap is an effort to satisfy the needs of the department and to relieve employee strain brought about by the unique work schedules of department employees.

The City encourages taking overtime in cash payment and enough money is budgeted, while payment of overtime has never been denied due to lack of cash. The normal pattern in the City is to pay cash for hours worked outside of the normal workday, except for police supervisors who have agreed to an 80 hour cap.

The City also cites Arbitrator Stern in the 1977-78 arbitration between the City and the Union, in which the arbitrator said on the same issue, "Perhaps it would be sensible to negotiate a limit on the amount of compensatory time-off that an employee can accumulate and also to limit the time period during which the compensatory time-off can be accumulated." This arbitrator also pointed to limits on use of compensatory time off in other communities. Arbitrator Stern also suggested that the Employer may well wish to raise the argument again in the succeeding year's negotiation.

The City asserts that the preponderance of evidence supports the City's proposal. The City further argues that the officers are not treated adversely by the compensatory time proposal of the City. The City offer instead is a reasonable compromise on the needs of both the bargaining unit members and the City. The City has a critical problem in scheduling and manpower, but under its proposal the employee still has the ability to determine whether to take overtime as compensatory time instead of cash payment. The City does not disagree with the Union that there would still be some compensatory time off, but the City could take steps to reduce the problem to a manageable level. The Union on the other hand has taken an irresponsible position, despite awareness of hardship; thus the Union's attitude enhances the reasonableness of the City's position.

The City disputes the contention of the Union that its proposal would result in a forfeiture for employees and would increase utilization of compensatory time. Cash payment for compensatory time hours not used does not constitute a forfeiture.

Discussion. The evidence is that most other municipalities have some kind of cap on the use of compensatory time. In this sense the City's offer is supported by that kind of comparison. Against this must be weighed the matter as to whether this proposal constitutes a "take away" that is not fully justified. The granting of compensatory time is a right of the Chief. No compensatory time need be granted if it results in a shortage of manpower or requires a replacement when that condition is known beforehand. The importuning of officers with "TDO" for the use of that time may be an annoyance to the superior officers when they have to deny a request, nevertheless the Chief and his designees control the situation. The proposed City policy reduces the options of the employees to get compensatory time.

Weighing the issue of comparability against the take-away feature, the arbitrator holds that the City, which controls any taking of compensatory time, has not fully persuaded this arbitrator that its position on scheduling and possible requirement of additional overtime is justified. This is especially so when a past policy of the City was to encourage use of compensatory time to reduce costs to the City. The arbitrator holds that the City has not made its case to change a long-standing provision between the parties.

The City appears to demand a substantial use of overtime of its police officers; the merits of this is not questioned by the arbitrator. That being the case, it would appear that there may be created a need for time off of the police officers who endure not only the stress of longer hours, but also are more exposed to the hazards of the work.

XVI. OTHER FACTORS - DURATION. The City, as noted, is proposing a three year agreement. Basic wage features of this agreement are these (City Exs. 8, 9):

Table XII

TOTAL BASIC AND AVERAGE WAGE INCREASES  
AND PERCENTAGE INCREASES UNDER THE CITY OFFER

1982		1983			1984		1985	
Year End Base	Average Base	City Offer	% Inc. Above Year End	Above Aver.	City Offer	% Inc.	City Offer	% Inc.
\$823,944	\$815,826	\$856,902	4.0	5.0	\$908,316	6.0	\$962,815	6.0

The following comes from City Exhibit 14:

Table XIII

DURATION COMPARISONS - OTHER GREENFIELD UNITS

<u>Service Function</u>	<u>Union</u>	<u>Duration</u>
Fire	Local 1963, IAFF	1/1/83 to 12/31/85
DPW	AFSCME Local 2	1/1/83 to 12/31/85
Clerical	AFSCME Local 2	1/1/83 to 12/31/85
Police	Teamster Local 695	
	City	1/1/83 to 12/31/85
	Union	1/1/83 to 12/31/83

In City Exhibit 90 it was reported that Cudahy had settled tentatively for 5% with clerical and DPW units for 1984. St. Francis had settled for a 5% increase for its Fire Department for 1984. Shorewood had a split raise for 1984 with 4% at 1/1/84 and an additional 2% at 7/1/84. South Milwaukee for 1984 settled with its Fire Department for COLA only, and with its DPW unit for COLA only for the first six months. West Allis is giving a 3.5% raise to its clerical and DPW units in 1984, and for that year Greenfield is giving a 6% raise to both clerical and fire units.

No municipality was reported settling for 1985 for police except South Milwaukee.

The Union's Position. The Union notes that there are no other police units for which there are three year contracts with fixed rates, and such a duration for a contract is unprecedented. Further the City proposal does not permit the Greenfield police to maintain their position with respect to other communities in 1983, while the Union offer for a one year contract does. In the past the parties have agreed to a series of two year bargaining agreements, and in 1982 the Union agreed to the City request for a one year package. Now the City seeks the three year package unprecedented with the exception of South Milwaukee. The South Milwaukee agreement, the Union notes, provides for a full cost of living increase over the three year period in addition to an initial increase at the beginning of 1983 and increases of \$60 per month in 1984 and 1985. Such an agreement provides insurance against inflation.

The Union says that the City is asking the citizens and bargaining unit to take a risk on economic conditions which cannot be predicted. In 1985 the City or the Union will be benefiting at the expense of the other, whatever the changes may be. The Union says that it should not be forced to take a risk on 1985 wage rates when there is no practice of agreements extending to this length. Other police officers have not agreed to this kind of arrangement, and the Union's one year offer is in keeping with the party's prior practice.

The Union disputes that claim that the City offer guarantees that Greenfield officers will receive wage and benefit increases that exceed the increase in the cost of living. The cost of living through 1984 and 1985 cannot be known now.

The City's Position. The City emphasizes that its duration offer is reasonable in light of the pattern of internal settlements. The three year contract promotes labor stability and is in the best interests of the residents of Greenfield. The City offer reflects a consistent pattern of three year agreements for the DPW, clerical and Fire Department employees who voluntarily agreed to such settlements for 1983, 1984 and 1985. The City cites this arbitrator in Greenfield Education Association as to the matter of public interest in the duration of an agreement. In this matter it was held that a two year proposal of the Board of the school district was more in the interest of the public than the one year proposal of the teachers' association, because it was not in the interest of the public to have the parties start negotiating all issues immediately after the arbitration was concluded. The City says its offer is consistent with duration clauses, promotes labor stability, and is in the best interests of the people of Greenfield.

Discussion. From the foregoing recitation of the positions of the parties and from the exhibits, one ascertains that there are three factors to consider. One of these is the greater internal comparability of the City offer on duration. Another is the greater external comparability of the Union proposal for duration, since only one other comparable municipality has a contract of three years' duration, and that contract includes COLA. The last matter is whether it is in the public interest to have one or the other of the terms of duration, both sides having argued that the public interest favors their side.

As to the matter of comparability, the arbitrator believes that the greater weight favors the matter of comparability between employees doing the same kind of work; in other words, the external comparability of the Union offer outweighs the internal comparability of the City offer. While it is desirable from a City point of view to have very similar offers and duration for wage increases among its employees, a serious dissimilarity exists between the other internal situations and the City offer to its police, in that none of the other had the feature of reduction of compensatory time carryover hours. In essence the packages developed by the City have not been the same for each bargaining unit in one critical aspect. Therefore the arbitrator does not believe that internal comparability should outweigh external comparability here.

As to the interest and welfare of the public about the advantages of a three year contract, this is a more complex matter. The arbitrator believes that the pattern of changes in the cost of living for a third year are so uncertain as to make it difficult to conclude outright that a three year agreement leads to labor stability. The pattern for 1984 is fairly clear in some two year settlements, and if the City offer had been for a two year agreement, the line of reasoning of this arbitrator in Greenfield Education Association above would apply. It would then not have been in the interest of the parties to commence negotiations again where one year of a contract period is nearly over and patterns for the next year are fairly clear. In the case of a three year contract for which there is only one comparable and little precedent among other police departments, the arbitrator is of the opinion that a one year contract now will serve the public interest best.

The arbitrator therefore believes that on the basis of comparability the Union offer more nearly meets the statutory criterion of comparability, and that for the statutory criterion of interests of the public, it appears that the public interest will be served by a one year contract.

XVII. INTERESTS AND WELFARE OF THE PUBLIC. In addition to its presentations on the welfare of the public being served by its offer on capping compensatory time carryover and on the duration of the agreement, the City provided a number of exhibits on the economy. These shall be summarized. A newspaper discussion on the Wisconsin economy said that Wisconsin economists were in consensus that the economy of the state may be in a slump for the rest of the decade. Industries will not grow, and the state has few high growth industries, and new industrial plants are declining. There is also a high unemployment rate in counties formerly relatively immune to unemployment (City Ex. 62 A, B, Milwaukee Journal, March 20, 1983).

No dramatic recalls were foreseen by area firms (City Ex. 63 A, B, Milwaukee Journal, June 26, 1983).

Milwaukee County unemployment rose from 7.5% in January 1981 to a peak of 13.4% in January 1983 and dropped to 10.9% in May 1983, with an average rate of unemployment between January and May of 12.2%. Figures for the entire state were similar (City Ex. 64).

A persisting slump was described in a Wall Street Journal article of January 5, 1983 (City Ex. 65 A, B).

The median first-year wage increase in the first quarter of 1983 dropped to 5.3% from the 9% for the first quarter of the previous year (City Ex. 66 A, B).

A Wisconsin unemployment rate exceeding 11% is projected for 1983, and 10% throughout 1984 in a January report of the Department of Revenue for Wisconsin. Three years of economic recession and stagnation was expected to recede only slowly (City Ex. 67 A, B, C, D).

A report of the United States Department of Labor of April 27, 1983, stated that major collective bargaining settlements in private industry during January-March, 1983 resulted in an average wage adjustment of -1.4%, the first negative adjustment in 15 years of the reporting. However, over the life of the contract, adjustments average 2.2% annually, which was also a record low (City Ex. 68 A-F).

The Wisconsin Employment and Compensation Survey reported in September 1982 that more than 90% of the Wisconsin manufacturers reported some kind of adjustment in either or both work force and compensation for employees in 1982. Public employee pay should be evaluated in light of this condition (City Ex. 69).

The Wisconsin Employment and Compensation Survey reported in its Research Report 17, August 1982 that while many public employers in Wisconsin are attempting to hold down increases in personnel costs, arbitration awards run counter to what is occurring in private industry (City Ex. 70, A-J).

The Union's Position. The Union agrees that the economic condition in the nation is not as good as it has been in the past, and that this economic situation has affected the ability of some municipalities to pay increases. In this case, however, the parties have stipulated that there is no issue with respect to the City's ability to pay, and so the City's argument on the state of the economy is inapplicable. The Union is not requesting a double-digit increase, and the offer leaves open the question of what the future increases should be depending on the state of the economy at that time. Its offer is not out of line with other comparable municipalities for 1983. The City did not distinguish Greenfield from other comparable communities as to special economic circumstances. An argument about a poor economy cannot be considered aside from the increases in comparable municipalities.

The City's Position. The City holds that the current state of the poor economy and of unemployment, inflation, and wage changes supports its offer. It cites arbitrators who have turned awards on this criterion. The economy is the dominant factor to be considered in this case. A state-wide trend has been established wherein only modest wage increases have been awarded in arbitration. Further there is a national economic crisis as shown by the City's exhibits, and high unemployment and slow industrial growth in Wisconsin. The resources to sustain high wage and benefit increases are no longer available, and the City cites the data earlier reported here.

The City further notes that in the local public sector there are decreased wage and benefit levels developing which are directly related to the downward trend in the economy. In light of what is happening in the Milwaukee area, the final offers of both parties are very generous. The question for Greenfield police officers is how much greater will be the percentage of their increase than what others are getting.

Discussion. There is no question but that the economy of the state and nation has declined, and that troubled economic times may continue. A particular applicability of the circumstances to Greenfield has not been made, but it is reasonable to assume that it is experiencing in general what other municipalities in the Milwaukee area are experiencing. Thus the standard for judgment used here will be the same as applied to wage offers. Other municipalities are giving wage increases, in spite of the current conditions. The increases of either party here are within the general realm of those increases, although the City increase on basic wages is closer to the pattern.

The arbitrator must conclude that the public interest in this matter will not be much more disadvantaged by the Union offer than by the City offer. Indeed under a one year agreement the City may be better able to adjust to changes in the economy than it will be under its three year offer, a condition incidentally pointed out by the Union itself in its brief. This latter point is considered especially weighty by the arbitrator in view of the uncertain economic conditions.

XVIII. CHANGES DURING THE PENDENCY OF THE HEARING. The CPI-W for Milwaukee, July 1983, was 324.8, a 3.0% increase over May and an 8.4% increase over July a year ago. This trend favors the Union offer.

XIX. OTHER FACTORS. A factor considered here was whether the arbitrator should give any weight to seeming concessions made by the City in the bargaining process and thus support a Union contention. The arbitrator gives no weight to any of the bargaining processes which led to the final offers here, and considers matters here on the basis of exhibits and arguments made.

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

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

2. All other matters than those presented here have been stipulated to by the parties.

3. There is no argument from the City that it is unable to meet the costs, but the City does argue that it is not in the best interests of the public to meet the costs.

4. The City offer on base wages more nearly meets the statutory criterion of comparability than does the Union offer.

5. While the City offer has a degree of comparability with other settlements in the City, this comparability is subordinate to the presence of the issue of compensatory time which was not present in other settlements. Thus the degree of internal comparability is not of itself a dominant factor in this matter.

6. As to fringe benefits, Greenfield compares favorably to the benefits available in the list of municipalities of primary and secondary comparison.

7. Because of a drop from 20% to 17% required of the City for the retirement contribution, the total compensation increase of the City at 2.37% under its offer, and at 5.13% under the Union offer, are reasonable especially when considered in the light of a 6.0% increase in the average CPI-W for 1982.

8. The Union offer with a 5.13% package increase is closer to the average annual change of the CPI-W for Milwaukee for 1982 over 1981 at 5.4% than is the City package offer at 2.37% increase.

9. As to the cap on compensatory time, the arbitrator, weighing the factor of comparability which favors the City's offer against the take-away feature of the City's offer, holds that the City which controls any taking of compensatory time has not been persuasive in its position on scheduling and possible requirement of even more overtime in replacement. This is especially so when the past policy was the use of compensatory time to reduce costs at the City. The City has not made its case to change a long-standing provision between the parties.

10. The arbitrator believes that on the basis of its external comparability the Union offer more nearly meets the statutory criterion of comparability, and that as far as the public interest, it appears that the public interest will be best served through a one year agreement at this time.

11. The public interest in this matter will not be much more disadvantaged by the Union offer and the City offer, and indeed under a one year contract the City may be better able to adjust to changes in the economy than under a three year offer.

12. An increase of the Milwaukee CPI-W of 8.4% in July 1983 over July 1982 is a trend favoring the Union offer.

13. From the foregoing the arbitrator concludes that the major factors here favoring the City offer are its position on base wages and internal comparisons. The Union offer is favored by its closer position on the percentage increase of its total package to the average annual percentage increase in the CPI, to its position on retention of the present compensatory leave provision in view of the working circumstances of police officers, and the duration of its proposal offer. This latter factor is considered especially weighty by the arbitrator. It is held here that the factors favoring the Union offer are on the whole more weighty than those favoring the City offer, and therefore the following Award is made.

XXI. AWARD. The agreement between Teamsters Union Local 695 representing law enforcement personnel in the City of Greenfield and the City of Greenfield should include the final offer of the Union.

*Frank P. Zeidler*

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FRANK P. ZEIDLER  
ARBITRATOR

DATE

October 24, 1983