



Section 111.77, Wis. Stats., had been met. Thereupon, the Commission ordered the initiation of compulsory final and binding interest arbitration. The parties subsequently selected the undersigned to serve as arbitrator of the impasse and on April 13, 1987, the Commission appointed her as impartial arbitrator to issue a final and binding award in the matter pursuant to Section 111.77(4)(b) of the Municipal Employment Relations Act.

Hearing was held at La Crosse, Wisconsin, on May 18, 1987. The proceeding was not transcribed. The parties were given full opportunity to offer relevant testimony and evidence. Post-hearing briefs were filed with the arbitrator on or before June 30, 1987.

#### ISSUES

The final offers of the parties are as follows:

##### Union Offer:

1. One (1) year contract duration from January 1, 1987, through December 31, 1987.
2. 2% across the board wage increase effective January 1, 1987, and 3% across the board wage increase effective October 1, 1987.
3. Balance of the contract language to remain the same.

##### City Offer:

1. Two (2) year contract effective January 1, 1987, through December 31, 1988.
2. \$35 per month salary increase the first year, \$45 per month salary increase the second year.
3. Employees to continue to pay \$8.00 per month toward health insurance.
4. \$25 per year increase in clothing allowance.

The issue to be decided by the arbitrator is which of the parties' final

proposals should be incorporated in the collective bargaining agreement between the Union and the City. Section 111.77(6) directs the arbitrator to give weight to the following factors in reaching a decision:

- "(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."

#### POSITIONS OF THE PARTIES

The Union argues that its final offer is the more reasonable of the two in view of external and internal comparables, the cost of living index and patterns of settlement.

The Union states that the City's final offer represents an increase in the first year of 1.94% on the first class patrolman's base while the Union offer contains a 2.75% across the board increase with a contract lift of 5%.

The Union asserts that any increase in the cost of health insurance premium should not be considered as an increased cost to this year's package because the parties, unlike other City bargaining units until recently, have previously

negotiated language which provides automatic additional premium pick up by the City except for eight dollars which is to be paid by the employee. The Union argues that inclusion of the contractual language "all but eight dollars" rather than a flat dollar amount contribution was intended to remove from future negotiations the costs of any premium increase.

The Union states that the City's police officers have been and will continue to be the lowest paid police officers among cities of comparable size under either the City of Union offer.

The Union contends that its final offer would maintain the relative relationship of the police unit with other City bargaining units. The Union claims that the City's offer is less than the wage increase established with the firefighters, building service or transit workers for 1987. Moreover, the Union argues that two of those units gained additional benefit and/or language concessions not included in the parties' final offers.

The Union contends that patterns of settlement among comparable external units and other City bargaining units supports the Union's offer. The Union claims no other unit has either settled for or been awarded a total package as low as that offered by the City.

The Union further argues that cost of living changes make the City's final offer for a two year contract unacceptable. The Union asserts that the City's offer is unrealistically low in view of the current economic situation.

Lastly, the Union argues that although the City has negotiated two year agreements with other units, historically the police unit and City have been parties to one year collective bargaining agreements. The City's two year proposal, according to the Union, deviates from the parties' pattern of settlement.

The City argues that its final offer is more reasonable in view of parity

considerations, local economic conditions, modest increases in the cost of living and the high demand for police officer positions.

The City states that agreements have been reached in the three other City bargaining units; specifically, Local 519 (transit), Local 180 (building service employees) and Local 127 (fire). The agreement with Local 519, negotiated under the Federal Mass Transit Act, is for three years and includes a COLA provision. The City indicates that both locals 180 and 127 agreed to two year contracts of basically \$35 per month increases in 1987 and \$45 per month increases for 1988. The City argues that significantly, its final offer, unlike that of the Union, provides parity between the police and fire units and maintains the 10 to 15 year historical pattern of settlements.

The City contends that its final offer represents a 2.07% salary increase for fourth class patrolmen for 1987 which when coupled with the 1.4% increase in health insurance premiums amounts to an increase of 3.47%.

The City acknowledges that from 1981 through 1986, La Crosse has ranked last among the comparable cities for top patrol salaries. However, the City contends that over the past five years, the City's relative position has improved by narrowing the gap in police salaries. The City further notes that several comparable cities have lower starting police salaries than La Crosse.

The City argues that parity between the City's uniformed service personnel is an important consideration in the instant proceeding. The City contends that over the past 10 to 15 years, the police and fire contracts have remained virtually identical. The City argues that consistency among labor contracts aids the City in prediction its costs and limiting tax increases.

The City asserts that public and private wage rates are generally lower in La Crosse than in comparable Wisconsin communities. Moreover, the City states that

the increase in the Consumer Price Index for urban wage earners and clerical workers was .07% for 1986. The City points out that its final offer exceeds such an increase. The Union's offer, according to the City, is inappropriate given the modest rate of inflation.

The City argues that the competitiveness of the police unit salary schedule is affirmed by the low turnover in the department and the high number of applicants for advertised police recruit vacancies.

DISCUSSION AND AWARD

The impact of the parties' respective final offers on monthly police salaries is shown below:

	1986	1987 City offer	1987 Union offer		1988 City offer
			1/1	10/1	
4th class patrolman	\$1693	\$1728	\$1727	\$1779	\$1773
3rd class patrolman	1730	1765	1765	1818	1810
2nd class patrolman	1766	1801	1801	1855	1846
1st class patrolman	1808	1843	1844	1900	1888

In addition, longevity is paid at 10 years = 3%, 15 years = 6% and 20 years = 9%.

The proposed increases under the City offer range from 1.94% (1st class patrolman) to 2.07% (4th class patrolman) for 1987 and from 2.44% to 2.54% respectively for 1988. The Union offer provides a 2% increase across the board on 1/1/87 and a 3% across the board on 10/1/87 for a 2.75% increase with a 5% lift over the course of the contract.

The City has settled 1987 negotiations with its three other bargaining units. The 1985-88 transit agreement included COLA and improved retirement and vacation benefits as well as increased health insurance premium pick up. Building service employees settled for an additional 20¢ per hour (2.5%) for 1987, and 25¢ per

hour for 1988 along with increased health insurance premium pick up (\$30 per month - 1.4%) and 6 months' insurance coverage at layoff. Firefighters accepted a \$35 per month increase for 1987 (1.75%) for a salary range from \$1692 to \$1842, and a \$45 per month increase for 1988 (2.2%) for a salary range from \$1737 to \$1887, with additional health insurance premium pick up (\$30 per month - 1.4% and 1.1% for 1987 and 1988 respectively) and improved vacation benefits in the second year.

From 1983 until 1986, police and fire had a pattern of identical percentage settlements. In 1986, the firefighters settled for 5% and the police unit obtained a split increase of 2.5% and 2.5% with an additional 1% retirement pick up through the arbitration process. Since 1965, the police unit has traditionally had one year agreements with four 2 year agreements interspersed.

In the 1986 contract arbitration between the parties, arbitrator Vernon found the cities of Beloit, Appleton, Oshkosh, Fond du Lac, Sheboygan and Eau Claire to be appropriate comparables. La Crosse has ranked at the bottom of the salary schedule for police patrolmen among those cities since at least 1981. In 1986, a La Crosse patrolman received \$139 less per month than a patrolman in the next lowest comparable (Eau Claire), \$200 less per month than officers in Sheboygan, and \$314 less per month than officers in the highest paid comparable (Oshkosh). The data provided this arbitrator with respect to 1987 settlements for patrolmen in those cities, indicates that several of the comparables have entered two year agreements. Oshkosh's 1987-88 agreement provides a 4% split increase in 1987 and a 5% split increase in 1988. Beloit's 1986-87 contract contains a 5% split for 1986 and a 3% split for 1987. Eau Claire's 1987-88 agreement has a 4% split in 1987 and a straight 3% increase for 1988. Appleton has a one year agreement for 1987 with a straight 3% increase. Green Bay is arbitrating the 1987 contract on final offers of 4% for one year by

the union and 3% for two years by the city. In general, settlements for 1987 range from 1.5% to 3% among the comparables over the course of the contract year. In the two cities with 1988 settlements, increases of 2.5% and 3% have been established respectively.

The City has argued that the increase in the CPI was a modest .07% at the time final offers were formulated and that salary increases in La Crosse have met or exceeded increases in the CPI over the past five years. The City also has argued that employment cutbacks at a large local company are indicative of deteriorated local economic conditions. The City has stated that local production workers are lower paid than their counterparts throughout the State and that La Crosse police officers receive a higher salary in relationship to production workers than officers in many of the comparables.

The Union has offered evidence regarding wage rate for other local public and private sector employees. For 1987 within the La Crosse area, an equipment operator IV earns \$10.36 an hour; an engineer - custodian III receives \$9.68; a brewery worker is paid \$13.12 per hour; and a lift truck operator is compensated at \$11.37 per hour. The Union has further argued that there was a 3.1% increase in the CPI in 1986 and that the purchasing power and real wages of unit employees would be eroded under the City's offer.

It is apparent from the foregoing discussion that some factors favor the Union offer while other factors support the City's position. Both final offers are within the range of settlements for comparable police units. Multi-year agreements are not uncommon among comparable police units and are the norm for the other City bargaining units although the La Crosse police unit has customarily entered into one year contracts with the City. Generally accepted data indicates that the CPI increase for 1986 was 1.1%. However, the CPI was increasing in July, 1987, at an annual rate

of 5.4%.

The undersigned is persuaded that the Union's offer is the more reasonable of the two because it minimizes the gap between salaries of La Crosse police officers and those paid in comparable communities. The arbitrator notes that officers in Eau Claire, which ranks directly above La Crosse on salaries among comparables, will receive a 3% increase over the course of 1987 while La Crosse police patrolmen will receive a 2.75% increase under the Union offer. Moreover, the Union offer maintains the parties' customary one year agreement at a time of increased economic uncertainty.

In view of the foregoing, the record as a whole, and the statutory criteria, the arbitrator concludes that the final offer of the Union is more reasonable as a whole, under the requirements of the Municipal Employment Relations Act.

AWARD

The final offer of the Union shall be incorporated in the 1987 agreement between the City of La Crosse (Police Department) and La Crosse Non-Supervisory Police Association.

Dated this 28<sup>th</sup> day of July, 1987, at Madison, Wisconsin.

By: Kay B. Hutchison  
Kay B. Hutchison, Arbitrator