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STATE OF WISCONSIN
BEFORE THE ARBITRATOR

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the Matter of the Petition of *
*
LABOR ASSOCIATION *
OF WISCONSIN, INC. *
*
For Final and Binding Arbitration *
Involving Law Enforcement *
Personnel in the Employ of *
*
CITY OF RIVER FALLS *
(POLICE DEPARTMENT) *
*

Case 16
No. 38525
MIA - 1217
Decision No. 24638-A

APPEARANCES:

Dennis A. Pedersen, L.A.W., Inc. Representative,
on behalf of the Association

Cyrus F. Smythe, Labor Relations Associations, Inc.,
on behalf of the City of River Falls

INTRODUCTION

On September 16, 1987, the Wisconsin Employment Relations Commission (WERC) appointed the undersigned to act as Arbitrator pursuant to Section 111.77 (4) (b) of the Municipal Employment Relations Act (MERA) in the dispute existing between the City of River Falls (hereinafter the "Employer" or "City") and the River Falls Police Department Employees Association (hereinafter the "Union" or "Association"). On November 17, 1987, an arbitration hearing was held between the parties pursuant to statutory requirements and the parties agreed to submit briefs and reply briefs. Briefing was completed on December 29, 1987. This arbitration award is based upon a review of the evidence, exhibits and arguments, utilizing the criteria set forth in Section 111.77 (6), Wis. Stats. (1985).

ISSUE

Shall the final offer of the City of River Falls or that of the Association be incorporated into the 1987 Labor Agreement between the parties?

THE CITY'S POSITION:

The Employer believes the Union's wage demand is based solely on a desire to attain a wage scale comparable to that of a close-by community, Hudson, Wisconsin. It maintains that such a narrow comparability group is not acceptable in matters of this nature and urges consideration of two broader comparable groups.

The first such group consists of the other employees of the City of River Falls. Although the Clerical and Technical employees had not settled for 1987 at the time of the arbitration hearing, two other represented groups had settled voluntarily for 1987 for percentage increases of 2% or 2 1/2%. In addition, the non-represented workers and management employees have agreed to an average increase of 3%. (This presumably includes the Sergeants on the Police Force.)

Although the Union maintains the wage increase it has requested is "only" 3.2%, in point of fact the increase over 1986 in the second half of the contract term is 4.09% for the Top Patrol category and 4.7% for the starting rate. The City would have the arbitrator find that such an increase is unreasonable and believes the statutory criteria demand its rejection.

The second comparable group consists of law enforcement personnel in three near-by Wisconsin cities (Menomonie, Hudson and New Richmond) and four Wisconsin counties (Dunn, Pepin, Pierce and St. Croix). The City has offered exhibits in evidence that show the

hourly wage paid to top patrol officers in River Falls has been above that paid in the other cities and to county officers in 1985 and 1986 and that acceptance of the Employer's offer here would continue that status. The Employer asserts that based upon these comparables, the City's offer is reasonable and ought to be accepted.

Finally, the City points out that both final offers exceed the changes in the Consumer Price Index for the Minneapolis / St. Paul area. The City reasons from this that their lower percentage offer best fulfills the statutory criterion which requires an arbitrator to take the CPI into consideration when evaluating final offers.

THE ASSOCIATION'S POSITION:

The Union makes a public welfare argument, stating that the interest of the public is best served by a well trained, highly qualified police force and that an adequate wage level is needed to recruit and retain officers and to promote high morale and esprit de corps on the force.

The Association also points to the close historical relationship that has been maintained between police wages in River Falls and its neighboring city of Hudson. It asserts that significant deterioration in that relationship would tend to damage the morale of River Falls police officers.

The Union's list of comparables differs from that offered by the City. The Association rejects the other represented and non-represented employees of River Falls as being comparable. Although they share a common employer, their duties, conditions of employment, training and qualifications do not make them suitable as comparables.

In place of the broad range of City employees, the Union offers the Sergeants in the River Falls Police Department as having duties of a comparable nature. The fact that previous interest arbitrators have recognized the importance of this group for comparability purposes makes its inclusion imperative. Previous arbitrators have come to the opposite conclusion in evaluating the comparability of the other City workers.

The Association accepts the City comparables offered by the Employer (Menomonie, Hudson and New Richmond) but rejects two of the counties relied upon by the City leaving the unsettled counties of Pierce and St. Croix.

The base rate paid members of the River Falls Police Department was close to or at the top of the rate paid Top Patrol / Deputy officers from 1980 through 1985. In 1986 arbitration resulted in a difference of \$33.95 between Hudson, the top-ranked force, and River Falls. This, even though the Union's final offer was accepted by the arbitrator.

The Association believes its final offer would not restore the pre - 1986 relationship but would serve only to halt further erosion of its members' position. Acceptance of the City's final offer would exacerbate an undesirable inequity.

DISCUSSION:

1987 marks the fourth consecutive year of interest arbitration between these parties. At first blush this might indicate the existence of a poor labor relations situation in River Falls. This does not appear to be the case. Wages have been the sole grounds for dispute between the parties and such a dispute does not necessarily result from a poor labor relations climate.

Of the eight statutory criteria, only three appear important in River Falls.

There is no dispute that the City of River Falls has the financial ability to meet the costs of either final offer. The Union has made an interests and welfare of the public argument, but it does not appear that the River Falls Police Department has been unable to recruit or retain officers. It is hard to speculate on the long-term impact upon the public's well-being if either final offer were accepted, and therefore this criterion shall not be considered controlling here.

Neither side has made a substantive Cost of Living Index argument here. Both offers appear to have exceeded the Index as exhibited by the City. The 1987 annual cost differential is minimal and the percentage difference (no matter how computed) is not enough to indicate that either offer requires adoption based on this criterion.

The remaining criterion is comparability. Three comparable groups have been offered for consideration here. They are the Sergeants on the River Falls Police Force, the other

River Falls employees, and law enforcement officers in three near-by cities and in two or four near-by counties.

In a sense, all employees are comparable to one another and an arbitrator must recognize them all. If comparisons with other workers having similar wages, hours and conditions of employment while performing similar services do not serve to give the arbitrator sufficient guidance to make an award, then other employees in the public or private sector may be utilized.

In this arbitration two comparable groups have been offered which are more nearly comparable than the other River Falls public employees. There is general agreement as to the use of other law enforcement officers as comparables and an arbitration precedent has been established here between members of this Association and the Sergeants on the force. Because this analysis treats both groups in a similar fashion, what follows can be applied to both other law enforcement units and the Sergeants.

A percentage per cell wage adjustment has the effect of spreading a salary schedule. That is, the actual dollar increase (or decrease) is larger for those at the top of the scale than for those at the bottom. A dollar per cell wage adjustment has the effect of compressing the salary schedule. That is, the percentage difference between those at the top of the scale and those at the bottom of the scale is reduced. Recognizing this, many parties will periodically adjust their negotiated settlements to prevent the salary schedule from being too spread out or too compacted.

The Union's offer here will compress the salary schedule of its members. Rookie officers will receive a higher percentage increase than top patrolmen. Because its dollar increase is above the percentage increase granted to sergeants and to top patrol officers in Hudson, the percentage differential between those two comparable units will decrease.

To understand the effect of a final offer is not necessarily to decide it is more reasonable. In this matter, however, it does.

River Falls has a highly transient population. Many people move into and out of the City every year and many more drive to it every day to attend the University. Special events further burden the capacity of its police force. It is not reasonable to ask the Association's members to work in a situation where they are paid at a rate progressively less comparable to that of other units. There is merit in the Union's contention that its final offer only maintains the dollar differential between it and the members of the Hudson force while the City's final offer exacerbates the condition.

The Association's final offer does close the dollar gap between top patrol officers and Sergeants. However, it does not attempt to restore the 1981 relationship but only approximates the difference that occurred in 1985. The Employer's final offer would continue to widen the differential.

AWARD

The final offer of the River Falls Police Department Employees Association shall be incorporated in the 1987 contract together with those changes stipulated to between the parties.

Dated this 12 day of April, 1988 at Madison, Wisconsin.



ROBERT L. REYNOLDS, JR., Arbitrator