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WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

Arbitration *
of *
RHINELANDER PROFESSIONAL *
POLICE ASSOCIATION *
and *
CITY OF RHINELANDER *
re *
1989 Salary Schedule *
WERC Case No. 48, No. 41435 *
MIA-1367 *

ARBITRATION AWARD

Decision No. 26001-A

ORIGINAL FILED

ISSUE

The sole issue in dispute is whether the 1989 salary schedule shall be increased by \$64 per step per month (3.5% wage increase) as proposed in the final offer of the City or by a 4.5 percent across the board increase in each step (\$79 per month) as proposed in the final offer of the Association.

INTRODUCTION

On December 16, 1988, the Wisconsin Professional Police Association/Law Enforcement Employee Relations Division (WPPA/LEER) filed a petition with the Wisconsin Employment Relations Commission (WERC) for arbitration pursuant to Section 111.77(3) of the Municipal Employment Relations Act on behalf of the Rhinelander Professional Police Association, hereinafter called the Association. The matter was investigated by Christopher Honeyman of the WERC staff on February 15, 1989 who in turn advised the WERC on May 8, 1989 that an impasse existed between the Association and the City of Rhinelander (Police Department), hereinafter called the City.

The WERC thereupon issued an order for arbitration, dated May 16, 1989, and furnished the City and the Union with a panel of arbitrators from which to

select the neutral arbitrator. The parties did so and the WERC appointed the undersigned as arbitrator by an order dated July 6, 1989. Further attempts by the party to settle the dispute were unsuccessful and schedule conflicts led the parties to agree by phone on September 13, 1989 that, since there was only one remaining issue of a limited nature, the right to a hearing would be waived and that, instead, the parties would submit exhibits and briefs, postmarked October 2, 1989 and November 1, 1989 respectively.

BACKGROUND AND POSITION OF THE PARTIES

As a part of their final offers, the parties stipulated to three amendments to their current Agreement and that this Agreement as amended by these stipulations and the final offer chosen by the arbitrator would continue in effect through December 31, 1989. The parties submitted exhibits and made arguments in support of their offers as measured against each of the factors listed in 111.77(6)(a) through (h) of the Statute.

The basic claim of the Association is that it is "trying to arrest a declining wage relationship that has been established over past years with other comparable departments." (Association Brief, p.8). Association Exhibit #18 shows that the top monthly base of \$1763 in 1988 was approximately one hundred dollars less (\$1861) than the average of the twelve comparables cited by the Association, while in 1980 it was only \$20 less (\$1158 vs 1178 according to Assoc. Ex. 10) than ten of the twelve comparables used in 1988.

In so far as the ranking of the police unit is concerned, relative to the 12 comparables which the Association cites, it ranked ninth of thirteen in 1988 and would continue to rank ninth in 1989 under either the Association or City offers (Assoc.Exs. 18 & 19). In terms of the percent and dollar increases

received by the ten comparables which have settled their 1989 salary schedules. Employee Exhibit 22 shows that the average increase was 3.3% and \$61.40.

The City relies essentially on internal comparisons pointing out that other City settlements provided for 3.5% increases and cited, in support of this claim, the settlements of the Non-Represented Employees (a 3.5% bonus. City Ex. 2); the Public Works Unit (32 cents/hr. represented to be a 3.5% increase, City Ex. 3); the City Hall Unit (25 cents/hr. represented to be a 3.5% increase, City Ex. 4); and the Firefighters Unit (a 3.5% increase per step, City Ex. 5).

The City notes, however, that it's proposed wage increase of \$64 does not seem inequitable compared to the wage increases in what it identified as its primary comparables because of size and location, namely Merrill which increased the wage by \$75, Antigo which increased the wage by \$61 and Ashland which increased the wage by \$50 (City Brief, p. 4). Also, the City notes that its proposed salary for the patrolman at the top of his rate range (the key position chosen by both parties for comparison purposes) fell approximately in the middle of its ranking of comparables which have settled their 1989 wages. City Ex. 1 shows that five comparables would be higher than Rhinelander and three would be lower.

Passing reference is made to the change in the consumer price index by both parties with the Association maintaining that either final offer could be justified on the basis of the changes in the CPI (See Assoc. Brief, p. 13). Association Exhibit 29 indicates that the national CPI increased by 5.1% and that the index for nonmetro areas increased by 3.7%. The Association notes that the City favored the use of the national index in a prior arbitration hearing but correctly doubts that the City would do so in this instance. The City

simply referred to the Nonmetro index in its brief without elaboration (See City Brief, p. 5).

The City and the Association agreed in their briefs that none of the following criteria were controlling ---(a) the lawful authority of the employer; (b) the stipulations of the parties; (c) the interests and welfare of the public and the financial ability of the unit of government; (e) the consumer price index; (f) overall compensation; (g) changes in any of the foregoing during the pendency of the proceedings; and (h) other factors. The controlling criterion therefore is (d) the comparisons with other groups.

DISCUSSION

The arbitrator examined carefully the exhibits and briefs of the City and the Association and considered their arguments in terms of the criteria listed in 111.77(6), recognizing that the parties were in agreement that the controlling questions were governed by 111.77(6)(d) and, in particular, by the salaries paid to police in comparable departments. The arbitrator notes also that the City considered the increases given to other City employees to be important under the same statutory criterion.

The arbitrator concluded that the final offer of the City was preferable to that of the Association for several reasons. First of all, it is clear that the City offer equals the increases received by other employees of the City while the Association offer exceeds it considerably. Second, the City offer of \$64 per month is slightly greater than the \$61.40 average increase of the ten comparable police departments listed by the Association in its Exhibit 22. while the Association offer of \$79.20 greatly exceeds the average.

Therefore, in order to prevail in this dispute, the Association needed to convince the arbitrator that the case for catch up was strong enough to

overcome the arguments in support of the City offer. The arbitrator does not find the argument in support of catch up to be that strong. City Exhibit 1 shows that the ranking of the City in 1989 will be the same under its offer as the ranking which existed in 1988 and 1987. Association Exhibits 17, 18 and 19 rank the Police Department ninth in 1987, 1988 and in 1989 under the City offer. Therefore, the offer of the City does not cause further deterioration in the relative salary position of the Police Department and even improves it slightly as is shown in Association Exhibit 20.

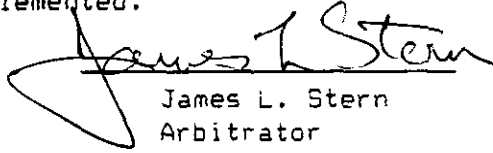
In ruling for the City, the arbitrator is not saying that some catch up with the external comparables would be improper in order to bring the Department closer to the average. However, the catch up problem in this situation is not large enough to warrant upsetting the pattern set by the internal comparables. The gap below the average of comparable departments, which was under 2% in 1980 grew to 6% by 1983 but has not grown appreciably since that date and is only 5% for 1989 under the City's offer.

If the City and the Association are to reduce the gap between Rhinelander Police Department salaries and those of comparable departments without disturbing internal relationships, the parties may have to consider schedule lifts for a part of the year that increase costs the same percent as is gained by other City units but lifts salary by a greater percent but only for a portion of the year. For example, the City and the Association could have considered a salary increase for 1989 of 7% percent effective July 1, 1989 rather than a 3.5% increase effective January 1, 1989 (and still could agree to do this if they so desire).

AWARD

With full consideration of the statutory criteria in Wisconsin Statutes 111.77(6), the arbitrator selects the final offer of the City for the reasons explained above and hereby orders that it be implemented.

12/4/89
December 4, 1989


James L. Stern
Arbitrator