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IN ARBITRATION
STATE OF WISCONSIN

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the Matter of the Arbitration
Between

WISCONSIN PROFESSIONAL POLICE
ASSOCIATION/LEER DIVISION

and

CITY OF CHIPPEWA FALLS (POLICE
DEPARTMENT)

Case 95
No. 46436
MIA-1645
Decision No. 27423-A

ARBITRATION AWARD

Introduction

The City of Chippewa Falls (hereafter referred to as the "City" or the "Employer") and the Law Enforcement Employee Relations Division of the Wisconsin Professional Police Association (hereafter referred to as the "Association") representing law enforcement employees of the City's Police Department, bargained to impasse on the terms of their collective bargaining agreement. The Association petitioned the Wisconsin Employment Relations Commission (WERC) on October 24, 1991, for final and binding arbitration pursuant to Wis. Stat. Sec. 111.77(3). An informal investigation was conducted on December 9, 1991 by Robert M. McCormick, of the WERC. The Commission was advised on October 13, 1992 that the parties were at impasse and final offers were transmitted. The WERC ordered final and binding arbitration and appointed Arlen Christenson of Madison, Wisconsin to arbitrate. A hearing was held in Chippewa Falls on February 5, 1993 at which the parties had full opportunity to present evidence and argument. The parties agreed to a simultaneous exchange of briefs postmarked no later than March 5, 1993 and the briefs so filed were received by the arbitrator by March 8, 1993.

Appearances

The Association appeared by Richard T. Little, Bargaining Consultant, Wauwatosa, Wisconsin.

The City appeared by Stevens L. Riley, Weld, Riley, Prenn and Ricci, S.C., Attorneys at Law, Eau Claire, Wisconsin.

Issue

The sole issue, pursuant to Wis. Stat. Sec. 111.77, is whether the arbitrator should select the final offer of the Association or the final offer of the City as final and binding on the parties.

Final Offers

The final offers contained language upon which the parties were agreed as well as language in dispute. The disputed portions of the final offers are as follows:

Association Final Offer

Amend Section 1 of Article XVIII (Salary) to provide for the following annual wage increases:

Effective 1/1/92:	3%
Effective 7/1/92:	2%
Effective 1/1/93:	4%
Effective 1/1/94:	4%

Amend Section 1 of Article XIX (Holidays) to read as follows (Language to be deleted lined out, new language underlined):

Section 1. Holiday pay shall be based on an eight (8) hour day and one thousand nine hundred and fifty (1,950) hours per year. Employees not scheduled to work on a paid holiday shall receive one (1) days pay in addition to the regular base pay. Employees working on a holiday shall be compensated at double time for all hours worked on that holiday, in addition to their regular base pay.

City Final Offer

Amend Section 1 of Article XVIII (Salary) to provide for the following annual wage increases:

Effective 1/1/92:	4%
Effective 1/1/93:	4%
Effective 1/1/94:	4%

Amend Article XXVI (Educational Incentive) to read as follows (language to be deleted lined our, new language underlined):

The Chief of Police may approve the reimbursement of book and tuition expense for employees. The courses in question must be one which would lead to a degree in a police related field and the employees must maintain at least a C average in said course. At the discretion of the Chief of Police, the books and other course material shall be kept at the police station following the completion of the course. The employee must

remain with the Police Department for at least one three years following completion of the course or must return the reimbursement to the Employer. The sum of \$4,000.00 per year during the term of the Contract shall be budgeted by the Employer for this program. Any sums not used in one year may shall be carried over into the next year during the term of the Contract with a maximum accumulation of \$8,000.00.

Discussion

Governing Criteria

The governing statute requires that I consider the following ten factors in reaching a decision (paraphrasing Wis. Stat. Sec. 111.77(6)):

1. The lawful authority of the employer.
2. Stipulations of the parties.
3. The interests and welfare of the public.
4. The financial ability of the unit of government to meet these costs.
5. Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally in public employment in comparable communities.
6. Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally in private employment in comparable communities.
7. The average consumer price for goods and services, commonly known as the cost of living.
8. The overall compensation presently received by the employees, 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.
9. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
10. 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.

As is commonly the case, much of the evidence presented by the parties relates to the fifth factor above; comparisons with other public employees in the community and in comparable communities. These comparisons are termed by the parties, "internal and external comparables." The internal comparables are the other bargaining units in the city. The external comparables are police department bargaining units in comparable communities.

To apply the factor of "external comparables" it is necessary to select the comparable communities to be used. The parties are not in agreement on that selection. The Association presents a list of nine communities, all geographically proximate to the City. The City's list of comparables consists of what it terms "primary and secondary comparables" based upon both geographic proximity and population.

The City includes in its comparables all of the communities cited by the Association except the town of Hallie; excluded on the grounds that it is a town rather than a city and that it is too small. The City also adds the city of Marshfield as a primary comparable and Altoona, Barron, Black River Falls and Ladysmith as secondary comparables. The Association considers these communities too remote geographically. The cities of Eau Claire and Bloomer are treated by the City as secondary comparables because, although they are a part of the local labor market, they differ too much from Chippewa Falls in terms of population.

Logically the concept of a comparable community is a matter of degree. All communities in Wisconsin are in some respects comparable and all are in some respects different from one another. Generally arbitrators have stressed geographic proximity and population in deciding which communities are comparable enough to be used in arbitration. Other potential considerations in a proceeding involving a police unit include demographics, crime statistics and the like. Tax base is always a potential factor. In this case all of the communities cited by the parties are sufficiently comparable to be relevant. Accordingly I have considered all of them in reaching a decision.

The only additional statutory factors considered in the evidence and argument of the parties are the arguments concerning the "interests and welfare of the public" and the "cost of living." These will be considered below.

Positions of the Parties

The parties agree that the selection of a final offer in this arbitration turns on their dispute over wages. The other two items the parties have not agreed upon are termed "not of major significance" and a "housekeeping" matter. This impasse is caused by the difference between the Union's proposed 5% split wage increase in the first year of a three year contract and the City's offer of a 4% increase in the same year.

The City supports its final offer primarily by reference to internal comparables. The other bargaining units all have reached agreement on new contracts calling for 4% wage increases in each of the three years. The sole deviation from this pattern is a one time payment of \$1100 to the members of the fire department unit. This payment was compensation for extra duties involved with the City's taking over EMT services from a private ambulance service prior to 1992 and was a bonus payment not added to the wage base. The City also contends that its offer will retain the police unit's historical position in relation to police units in comparable communities. The compensation of officers in the Chippewa Falls department will continue to be above average.

The City also contends that its offer is supported by the the factors of "cost of living" and "interest and welfare of the public." Its offer exceeds the increase in the cost of living and, taking into account the plant closings, lay offs and similar conditions in the community, the interest and welfare of the public are better served by its offer.

The Association argues that there is no consistent pattern or history to suggest that internal comparisons should be controlling, citing the voluntary settlement with the fire fighters and its \$1100 bonus and 5% increase for the police supervisory staff in 1992. The latter settlement the Association views as "one of the most significant factors in this proceeding." Requiring the police officers to accept a 4% increase while their supervisors receive 5% would be, the Association contends, detrimental to morale and unit pride. Moreover, "reason dictates that the interests and welfare of the public will be similarly affected." The Association also contends that the City's offer would cause wages in the bargaining unit to decline in comparison with settlements in comparable communities.

The Association also contends that its offer is consistent with the cost of living criterion. Arbitrators have held that comparable settlements are the best indication of the appropriate relationship between wage increases and cost of living. The interest and welfare of the public will be better served by selection of its offer, the Association argues, because of its positive impact on morale and job performance.

Conclusion

The governing statute requires that I consider wage settlements with other City employees as a factor in choosing a final offer. These internal comparisons clearly favor the City's offer despite the 5% increase for supervisors stressed by the Association. According to a stipulation by the parties supervisory employees in all departments received a 5% increase for 1992 and a 4% increase for 1993. The non-supervisory employees in the other departments probably contended in bargaining that they too should receive a 5% increase for 1992 to match their supervisors. Nevertheless all other non-supervisory bargaining units settled for 4% increases. If the Association's offer is chosen, the police officers will be the only non-supervisory unit to deviate from the pattern of 4% increases in each of the years covered by the final offer.

I am also required to consider wages paid in other comparable communities. The Association contends that the City's offer would cause the employees in the bargaining unit to fall behind in terms of increases. Considering only the comparables cited by the Association this contention is correct although the relative decline is modest. Considering the other relevant comparables removes this factor. Using either set of comparables both offers would retain the bargaining unit's position above the average of wages in comparable communities.

The City has cited authority for the proposition that internal comparables should prevail over external and the Association for the contrary conclusion. The governing statute contains nothing to suggest a preference one way or another. I find it hard to support an argument that, in general, either should be preferred. In some circumstances evidence that the bargaining unit is out of line with similar units in comparable communities appropriately leads to the conclusion that the award should deviate from internal comparables. In others a modest deviation from wage settlements in comparable communities may be justified by internal comparisons. In this case both offers maintain the bargaining unit's above average ranking among comparable communities. The decline, if any, in relative position resulting from implementation of the City's offer is modest. On the whole, consideration of the external comparables does not persuade me that the wage increase for the bargaining unit should differ from that received by other City bargaining units.

The parties both advanced arguments relating to the cost of living factor and the interests and welfare of the public. There is little to distinguish the two offers in relation to the cost of living. The December 1991 cost of living increase was at a 2.8% rate. Either offer would amount to a total package increase costing a little over 3%. Consideration of the cost of living criterion does little to advance the analysis. Likewise, the arguments regarding the interests and welfare of the public do not tip the scale one way or the other. Both parties present rational arguments that, again, are not persuasive one way or another on the

issue of which offer should be selected.

The evidence favors selection of the City's offer on wages. The other two matters in dispute are, in the view of both parties, not significant. The parties presented little argument or evidence on either the City's offer on educational incentives or the Association's on holiday pay. The issue is determined by the evidence and argument on the question of wages. Accordingly the City's offer will be adopted.

Award

The final offer of the City of Chippewa Falls is selected and shall be incorporated into the collective bargaining agreement of the parties.

Dated at Madison, Wisconsin this 7th day of April, 1993.


Arlen Christenson, Arbitrator