
In the Matter of :
Final and Binding Final Offer Arbitration :
Between :
PLATTEVILLE PROFESSIONAL POLICE ASSOCIATION :
AND WISCONSIN PROFESSIONAL POLICE ASSOCIATION, : **AWARD**
LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION :
and : **Decision No. 27911-A**
CITY OF PLATTEVILLE :
WERC Case 17 No. 49452 MIA-1821 :

I. NATURE OF PROCEEDING. This is a proceeding in final and binding final offer arbitration between the City of Platteville, and the Platteville Professional Police Association represented by the Wisconsin Professional Police Association Law Enforcement Employee Relations Division. An impasse was alleged to have existed between the above named parties. This situation was investigated by Thomas L. Yaeger of the staff of the Wisconsin Employment Relations Commission pursuant to the provision of Section 111.77 (4) (b) of the Municipal Employment Relations Act of the State of Wisconsin. The investigator found that an impasse under the meaning of Section 111.77 (3) of the Act did exist and recommended on December 22, 1993, that the Commission issue an Order requiring arbitration. The Commission issued an order to this effect on March 7, 1994, and appointed Frank P. Zeidler, Milwaukee, Wisconsin as impartial arbitrator to issue a final and binding award. A hearing was held on May 11, 1994, at the City Hall in Platteville. Parties were given full opportunity to give testimony, present evidence and make argument. Thereafter briefs were exchanged between the parties on July 2, 1994.

The matter involves a two-year agreement beginning January 1, 1993. There are 14 persons in the bargaining unit.

II. APPEARANCES.

RICHARD T. LITTLE, Bargaining Consultant, WPPA/LEER,
appeared for the Association.

SUSAN M. LOVE, Attorney, VON BRIESEN & PURTELL, S.C.,
appeared for the City of Platteville.

III. THE OFFERS.

A. The Association Offer.

"1. All terms and conditions of the 1991-92 contract would remain in full force and effect, except for the following:

- "2. Wages for 1993 and 1994 would be increased January 1 of each year by \$.48 per hour for all classifications; and
- "3. Health insurance co-payments by employees for 1993 would remain at the 93 percent (employer paid) to 7 percent (employee paid) ratio as in the 1991-92 contract with the employee's cost as listed in the contract up to \$12.26 per month for the single plan coverage, \$24.28 per month for the single-plus-one coverage, and \$31.02 per month for the family plan. For 1994, the Association proposes to reopen to discuss health insurance."

B. The City Offer.

"1. All terms and conditions of the 1991-92 contract would remain in full force and effect, except for the following:

"2. Wages for 1993 and 1994 would be increased effective January 1 of each year by .42 cents per hour for all classifications; and

"3. Modify Article XVIII, Section 4, Paragraph A by deleting everything after '1992' in the first sentence, and deleting the second sentence."

IV. FACTORS TO BE WEIGHED BY THE ARBITRATOR.

Section 111.77 (6) requires the arbitrator to give weight to the following factors:

- (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 to meet these costs.
- (d) Comparisons of the wages, hours and conditions of employment of employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees 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 compensations, vacations, 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.

V. **COST OF THE OFFERS.** The following table on projected costs is derived from Association Exhibits 14 through 22:

Table I

ASSOCIATION ESTIMATE OF COSTS OF THE OFFERS FOR BASE WAGE AND PACKAGE

	<u>Base Wage</u>		<u>Package</u>	
	<u>Assn.</u>	<u>City</u>	<u>Assn.</u>	<u>City</u>
1992	374,282	374,292	538,952	538,932
1993	388,297	386,545	565,204	562,932
\$ Inc.			26,251.69	23,980
% Inc.			4.87	4.45
1994	402,312	398,808		

Note: Above calculations are based on 14 employees and 2,085.6 annual hours.

VI. **COMPARABLES.** The following table on Association comparables is taken from Association exhibits:

Table II

ASSOCIATION COMPARABLES

<u>Municipality</u>	<u>Population</u>	<u>Personnel-Police</u>
Monroe	10,298	24
Platteville	9,946	17
Baraboo	9,523	21
Reedsburg	6,039	12
Prairie du Chien	5,722	10
Sauk-Prairie	5,716	10
Richland Center	5,034	10
Lancaster	4,197	6
Dodgeville	4,008	9
Viroqua	3,955	8
Brodhead	3,151	6
Boscobel	2,741	6

The City has named as comparables nine municipalities, but also adds for comparison purposes three other municipalities and Grant County also as having comparable qualities. The following table is derived from City exhibits:

Table III

GENERAL CITY COMPARABLES

Primary Comparables

	<u>Population</u>	<u>Assessed Value (000)</u>	<u>Police Personnel</u>
Ashland	8,695	\$159,865	19
Monroe	10,027	305,797	18
Prairie du Chien	5,659	130,158	11
Rhineland	7,427	198,857	16
Rice Lake	8,200	190,452	15
Shawano	7,598	190,152	17
Sparta	8,000	145,316	13
Tomah	7,570	169,726	17
Whitewater	12,500	161,604	23
Platteville	9,600	153,372	17

Secondary Comparables

Burlington	8,900	304,633	22
Lancaster	4,197	79,270	5
Marinette	11,943	262,097	21
Grant County	50,000		22

(CX8, CX11, CX12)

In the matter of property taxes from 1992-1993, City Exhibit 9 showed the property tax at Platteville was \$5,429,778, third lowest among 13 comparables, where the lowest was \$2,515,681 at Lancaster and the highest, \$11,332,613 at Monroe. For local taxes in 1992-1993, the tax in Platteville at \$1,016,656 was third lowest among 12 comparables where the low was \$829,278 at Prairie du Chien and the highest, \$2,924,205 at Monroe. (CX11). As for municipal budget totals, Platteville's total at \$5,287,764 was fourth lowest, where the lowest was \$2,333,014 at Lancaster and the highest was \$8,743,987 at Marinette. (CX13).

When the nine primary comparable municipalities of the City are taken, Platteville was second highest in population, second lowest in property taxes, third lowest in local taxes, third lowest in assessed value, and fourth highest in size.

Positions of the Parties with Respect to Comparables. The Association contends that its list of comparables meets the general criteria applied by arbitrators of substantially equal population, geographic proximity, mean income of employed persons, overall municipal budget, total complement of relevant department personnel and wages and fringe benefits. The Association list emphasizes population, geographic proximity, and personnel. Its comparables range from 2,500 to 11,000 in population and are located in an eight county area in south-western Wisconsin.

The City holds that the 13 communities identify the most comparable group of communities, but the most appropriate among these are the nine communities it has selected. They are most similar to Platteville in location, population, assessed value, department size, municipal budget and population. The City believes Whitewater is comparable, and Middleton and Grant County should also be included, but rejects Sauk-Prairie which is in the Association list.

Discussion. The parties have noted that there are no past examples of the use of comparable districts for this type of arbitration in Platteville. The arbitrator finds the City comparables, while comparable in size, represent too wide a geographic dispersion when it includes the municipalities of Rice Lake, Ashland, Rhinelander and Shawano. On the other hand the Association list, while it represents a more compact geographical area, includes municipalities such as Brodhead and Boscobel with less than one third the population of Platteville. From the viewpoint of geography and population, the arbitrator is of the opinion that a useful group of municipalities comparable to Platteville could be selected from municipalities similar in size of population and police personnel within a radius of about 80 miles from Platteville, together with some smaller municipalities closer to Platteville. These smaller municipalities are within the same geographic and economic area. This new selected group would include Baraboo, Dodgeville, Monroe, Platteville, Prairie du Chien, Reedsburg, Richland Center, Sauk-Prairie, Sparta, Tomah and Whitewater. Lancaster and Viroqua are considered by the arbitrator to be of secondary value because of smaller size though geographically proximate.

The following table furnishes a basis for the arbitrator's comparisons:

Table IV

ARBITRATOR'S SELECTION OF COMPARABLES TO PLATTEVILLE

<u>Gov't Unit</u>	<u>Population</u>	<u>Police Personnel</u>	<u>Assessed Value (000)</u>	<u>Local Taxes (000)</u>
Baraboo	9,532	21		
Dodgeville	4,008	9		
Monroe	10,298	24	305,797	2,924
Platteville	9,946	17	153,372	1,017
Prairie du Chien	5,722	10	130,158	629
Reedsburg	6,039	12		
Richland Center		10		
Sauk-Prairie		10		
Sparta	8,000	13	145,316	1,180
Tomah	7,570	17	169,726	1,182
Whitewater	12,600	23	161,604	902

(Sources: AX2, AX3, CX10, CX11; CX12)

VII. **LAWFUL AUTHORITY OF THE UNIT OF GOVERNMENT.** There is no issue here as to the lawful authority of the unit of government to meet the terms of either offer.

VIII. **STIPULATIONS.** The parties have stipulated to all other terms in a proposed two year agreement.

IX. **COMPARISON OF WAGES.** Association Exhibits 10 and 11 made a comparison of base wages for Top Patrol Officer in the 12 comparables used by the City. The following information is abstracted from those exhibits:

Table V

BASE WAGE COMPARISON OF TOP PATROL OFFICER IN PLATTEVILLE
WITH TOP PATROL OFFICER IN 11 COMPARABLE JURISDICTIONS

	<u>1992</u>	<u>Rank</u>	<u>1993</u>	<u>Rank</u>	<u>\$ Inc.</u>	<u>Rank</u>	<u>% Inc.</u>	<u>Rank</u>
Platteville (Assn)	12.85	2	13.33	3	0.48	6	3.74	9
Platteville (City)	12.85	2	13.27		0.42	10	3.27	10
Average of 11	12.12		12.63		0.50		4.16	
	<u>1993</u>	<u>Rank</u>	<u>1994</u>	<u>Rank</u>	<u>\$ Inc.</u>	<u>Rank</u>	<u>% Inc.</u>	<u>Rank</u>
Platteville (Assn)	13.33	2	13.81	2	0.48	9	3.60	4
Platteville (City)	13.27	2	13.69	3	0.42	8	3.17	10

The following information is derived from City Exhibits 19 and 20:

Table VI

TOP POLICE OFFICER WAGES, CITY PRIMARY AND SECONDARY COMPARABLES

LISTS AND RANK

<u>Primary List</u>	<u>1992</u>	<u>Rank</u>	<u>1993</u>	<u>Rank</u>	<u>1994</u>	<u>Rank</u>
Platteville (City)	12.85	4	13.27	4	13.69	4
Platteville (Assn)	12.85	4	13.33	4	13.81	4
<u>Secondary List</u>						
Platteville (City)		6/14		6/14		6/12
Platteville (Assn)		6/10		6/10		6/12

The following table is derived from City Exhibits 21 and 22:

Table VII

POLICE SERGEANT WAGES, CITY PRIMARY AND SECONDARY COMPARABLE LISTS AND RANK

	<u>1992</u>	<u>Rank</u>	<u>1993</u>	<u>Rank</u>	<u>1994</u>	<u>Rank</u>
<u>Primary List</u>						
Platteville (City)	13.35	4/9	13.97	4/10	14.39	4/10
Platteville (Assn)	13.35	4/9	14.03	4/10	14.51	4/10
<u>Secondary List</u>						
Platteville (City)		5/10		6/12		6/12
Platteville (Assn)		5/10		6/10		6/10

City Exhibit 24 showed that the maximum wage of Police Officer in 1993 in Platteville would be \$27,602 under the City offer and \$27,726 under the Association offer. Among the primary City comparables, both offers would rank 4th. When the secondary City list of comparables is considered, both offers would rank 6th. (CX 23). In the primary City list, the top wage for 1993 is at Shawano with \$31,949, and the minimum at Sparta with \$24,211.

City Exhibit 28 showed the top wage for Police Sergeant in 1993 to be \$29,058 under the City offer and \$29,184 under the Association offer. Among the primary City comparables both offers would rank 4th. Among the secondary City list, both offers would rank 6th.

In the primary list, the top wage for 1993 is \$33,010 at Whitewater and the lowest is \$25,958 at Ashland. In the secondary City list, the top wage is \$33,238 at Marinette and the lowest is \$24,190 at Sparta.

From City Exhibit 26, the City offers for Top Police Officer wage at \$28,475 in 1994 ranks 4th among 10 districts reported. Among the secondary comparables, the City offer ranks 6th among 12 districts reported. (CX 25).

The Association offer at \$28,725 holds the identical rankings among both primary and secondary comparables.

Among the 1994 comparables the Shawano wage for Police Officer at \$33,384 is highest and the Tomah wage at \$25,210 is lowest. Among the secondary list, the top wage for Police Officer is \$33,384 at Shawano and the lowest is \$24,544 at Sparta. (CX 28, 27).

As for the matter of Police Sergeant, the 1994 offer of the City in Platteville at \$29,931 is 4th among 10 districts. Among the secondary comparables, the City offer is 6th among 12 comparables.

The Association offer at \$30,180 holds the identical rankings. Among the primary comparables the top wage for Police Sergeant in 1994 is \$34,382 at Whitewater and \$25,418 at Sparta. Among the secondary comparables the top wage is \$34,382 at both Whitewater and Marinette and the lowest is at Sparta.

Positions of the Parties on the Wage Offers. The Association notes that it is not trying to obtain the top pay scale in the area, but attempts to maintain its wage relationship with other comparable departments. It notes that the Police Officers in the Association comparables received an average wage adjustment in excess of 4% for 1993 and the Association is now expected under the City offer to accept a settlement of a 3.2% wage increase. Also the average lifts of the settled comparable departments for 1993 and 1994 will provide an increase of approximately 2% higher than the City offer for the same period.

The Association notes that in 1992 the Police Officers in Platteville received the same hourly rate that Police Officers received in Monroe. Only the Sauk-Prairie officers were paid more. Under either final offer now, the Platteville officers will find themselves behind the Monroe officers and rank 3rd in the Association list of comparables. The Association proposal not only produces a percentage lift that is 0.4% below the range of the comparables, but also is 0.02 below the average dollar increase. The offer of the City will cause the Platteville officers to slip farther behind. The offer of the Association is therefore the more comparable one.

The City Position Summarized. The City notes that the City offer maintains the officers standing among comparable communities. The City proposal maintains the Platteville position for Police Officers of 4th among the City's comparables and 3rd among the Association comparables for both years of 1993 and 1994. It has not been shown that the City failed to maintain competitive rates, attract or retain qualified Police Officers.

Discussion. As noted earlier, in this matter the arbitrator has selected and re-grouped municipalities from the list of comparables submitted by the parties as a list of most comparable municipalities to Platteville. The following table then is a listing of how Platteville ranks among these selected comparables.

Table VIII

TOP POLICE OFFICER WAGE AND PERCENTAGE INCREASES
AMONG SELECTED COMPARABLES

<u>Municipality</u>	<u>1992</u>	<u>Rank</u>	<u>1993</u>	<u>Rank</u>	<u>1994</u>	<u>Rank</u>
Baraboo	12.59		13.10		13.63	
Dodgeville	11.51		12.36		12.86	
Monroe	12.85	(1)	13.51	(1)	14.00	(1)
	12.09	(2)	12.72	(2)	13.5	(2)
Prairie du Chien	11.81	(1)	12.28	(1)		
	12.79	(2)	12.78	(2)		
Reedsburg	12.48		12.98		13.64	
Richland Center	11.99		12.47		12.96	
Sauk-Prairie	13.31		13.78		14.33	
Sparta	11.14		11.63		12.22	
Tomah	11.20		11.65		12.12	
Whitewater	15.27		15.87		16.53	
Platteville Assn	12.85	*2(3)	13.33	*2(3)	13.81	*3(4)
City	12.85	2(3)	13.27	2(3)	13.69	3(4)

(1) From Association Exhibits 10 and 11

(2) From City Exhibit 20

* - "2" if City data is correct. "3" if Association data is correct.

The following table is also derived from Association Exhibits 10 and 11 and City Exhibit 20:

Table IX

THE POLICE OFFICER WAGES AND PERCENTAGE
INCREASES UNDER SELECTED COMPARABLES

	<u>1993</u>	<u>Rank</u>	<u>1994</u>	<u>Rank</u>
Baraboo	4.05		4.05	
Dodgeville	7.38		4.05	
Monroe	5.14(1)		3.63(1)	
	5.02(2)		6.21(2)	
Prairie du Chien	3.98(1)		N.S.	
	4.02(2)		N.S.	
Reedsburg	4.01		5.08	
Richland Center	4.00		3.93	
Sauk-Prairie	3.53		3.99	
Sparta	4.49		1.37	
Tomah	4.00		4.00	
Whitewater	4.05		4.03	
Platteville				
Assn.	3.74	10/11	3.60	9/10
City	3.27	11/11	3.17	9/10

(1) From Association Exhibits 10 and 11

(2) From City Exhibit 20

This table too is derived from Association Exhibits 10 and 11 and City Exhibit 20:

Table X

TOP POLICE OFFICER HOURLY WAGE INCREASES
UNDER SELECTED COMPARABLES

	<u>1993</u>	<u>Rank</u>	<u>1994</u>	<u>Rank</u>
Baraboo	0.51		0.53	
Dodgeville	0.85		0.50	
Monroe	0.66(1)		0.49(1)	
	0.63(2)		0.79(2)	
Prairie du Chien	0.47(1)		-	
	0.49(2)		-	
Reedsburg	0.50		0.66	
Richland Center	0.48		0.49	
Sauk-Prairie	0.47		0.55	
Sparta	0.50		0.16	
Tomah	0.45		0.47	
Whitewater	0.58		0.60	
Platteville				
Assn.	0.48	*7(8)	0.48	9
City	0.42	11	0.42	10

(1) From Association Exhibits 10 and 11

(2) From City Exhibit 20

From the foregoing tables it appears that Platteville is relatively high in dollar amounts among the comparables, but that if the Association data is correct, Platteville is slipping in rank in comparison to Monroe under either offer. The question here is whether percentage increases and hourly rate increases should predominate over the fact of actual dollars received and rank of that pay. The arbitrator is of the opinion that dollar take-home pay is the predominate factor. Percentage increases are useful when viewing attempts to be comparable, but where the dollar take-home pay is clearly in the higher ranks, this is the more important fact.

The matter then resolves itself to the question that if both offers result in the same ranking among comparables, whether the City offer need be higher. Again the arbitrator is of the opinion that an offer sufficient to maintain rank as comparable need not be made higher. Under this line of reasoning, the City offer on base wages is considered comparable and reasonable.

Concerning Platteville Sergeant wages in comparisons with the selected comparables, there is insufficient data to make a firm judgment, but it should be noted that among the Sergeant wages reported among the City's primary comparables, and when the selected comparables found therein are considered, the Platteville Sergeant wages were exceeded only in Whitewater in 1992, 1993 and 1994.

X. LONGEVITY PAYMENTS. The City points to the special category of longevity payments. Four City Exhibits, 31-34 inclusive, provide information on longevity among the City's primary and secondary lists. The following information is taken from these lists, and relate only to municipalities considered among the selected list of comparables.

Table XI

LONGEVITY AT 15 YEARS AMONG REPORTED SELECTED COMPARABLES

<u>Reported Municipality</u>	<u>Base Wage Plus Longevity</u>			
	<u>1993</u>	<u>Rank</u>	<u>1994</u>	<u>Rank</u>
Monroe 10 yrs.-6%	1,587		1,686	
Prairie du Chien 13 yrs.-3%	324		324	
Sparta	1,020		1,020	
Tomah	720		720	
Whitewater	1,000		1,000	
Platteville 5 yrs.-2%, 10-4%, 15-6%, 20-8%				
Assn.	6%-1,664	1	1,724	1
City	6%-1,650	1	1,709	1

The City also reported on base wages plus longevity for these same selected municipalities:

Table XII

BASE WAGE PLUS LONGEVITY

	<u>1993</u>	<u>Rank</u>	<u>1994</u>	<u>Rank</u>
Monroe	28,045		29,787	
Prairie du Chien	26,906			
Sparta	25,231		25,564	
Tomah	24,952		25,930	
Whitewater	31,971		33,219	
Platteville				
Assn.	29,390	2	30,499	2
City	29,258	2	30,184	2

(CX 34)

Since longevity in Platteville is calculated as a percent of salary, the increase in salary under the City offer will come to a 2.5 cents per hour increase.

Discussion. The City is arguing that the value of its provisions for longevity support the City offer. Other comparables do not support such significant longevity payments, and Platteville Police Officers have the highest payments for longevity among the City's primary comparables.

The Association did not address this matter. The arbitrator recognizes that the data submitted to him by the parties does not cover all the comparables listed in the selected comparables, nor were documents in the form of agreements in the various comparables submitted so that the arbitrator could ascertain what the terms for longevity were in the comparables if such terms existed.

Nevertheless on the basis of the information supplied above, the conclusion here is that the Platteville provisions for longevity are reasonable and comparable.

XI. HEALTH INSURANCE. In health insurance, the Association is proposing for 1993 to retain a 7% ratio of contribution by the employee with a cap of \$12.26 per month for single plan coverage, \$24.28 for single-plus-one coverage and \$31.02 per month for the family plan. The Association also proposes to re-open this issue for 1994.

The City is proposing to modify Article XVIII, Section 4, Paragraph A by deleting everything after "1992" in the first sentence and deleting the second sentence. The arbitrator finds that XVII of the previous contract is actually the proper article applicable to the health insurance principle and proceeds on the assumption that it is the understanding of the parties what is intended in the City offer.

The past provision in Article XVII, Section 4, a. reads as follows in pertinent part:

"a. Employees to participate at 95/5% level in the 1991 and 93/7% in 1992 not to exceed a cap of \$11/20/25 per month for each respective class of employees and dependents. The actual rates for 1991 are \$6.70 for single employees, \$13.26 for employee + one and \$16.16 for family coverage."

The proposed provision on the part of the City would be, "Employees to participate at 95/5% level in 1991 and at 83.7% in 1992", and the next sentence is deleted.

Association Exhibit 12 showed that of its 13 comparables, 7 municipalities paid 100% of the monthly health insurance premiums for Top Patrol Officer for both the single and family plans. One employer paid 100% for one plan but required a \$10 a month payment by employees for another. One employer paid 105% of the lowest family on single health insurance plan. Two employers paid 90% of the single and family plans and Platteville in 1992 paid 93%.

City Exhibit 35 showed among other things that among the Employer primary and secondary comparables taken together, seven of 13 municipalities paid 100% of family plan and two paid 85%, three paid 90% and Platteville paid 93%. For the family plan, among 14 municipalities 12 had no maximum limit on employee contribution. One had a \$45 maximum and Platteville a \$25 maximum. Nine municipalities had a deductible feature in health insurance for the family plan, which ranged from \$100 to \$500. Five had no deductible feature. There was a \$200 deductible at Platteville. However no dates were ascribed in the exhibit as to when these conditions obtained.

Association Position on Health Insurance. The Association objects to the City proposal to change the status quo on health insurance. Under the City offer, the ceiling on employee contribution toward monthly health premiums will be removed. The Association in its proposals continues the 7% contribution of the employees by including also the exact dollar figures produced by such a rate for 1993. There is a re-opener however for 1994.

The Association contends that arbitral opinion is not favorable to changing working conditions in binding arbitration if there is not a need shown by the moving party. No legitimate problem was shown which required attention and therefore there is no problem to be addressed and no solution of any kind needed.

The Association also notes that eight out of 13 of the City comparables have no employee contribution and only three have provisions similar to that proposed by the City. Among the Association comparables seven out of 12 comparables provide no contribution and only three have no cap on employee contributions. Thus the City offer is not comparable.

The City Position on Health Insurance. The City notes that the parties agree on the current system of contributions toward health insurance with a 93% contribution by the City and a 7% contribution by the employee. It notes that four of the Association comparables and four of the City comparables require employee contributions and of these the Platteville contribution by the employee is the lowest.

Concerning these comparables, only one other has an employee's contribution cap and this is Tomah. The cap there at \$45 is almost twice the cap on the Platteville provision. Other municipalities have no cap on employee contributions.

The City also argues that a health insurance re-opener would be counter-productive to the purpose of the statute on binding arbitration. The statute looks to labor stability. In this case the Association offer would provide a re-opener and this means that very shortly after the issue of an Award, the parties would have to begin negotiations for 1994 on health insurance. This process might again lead to binding arbitration.

Discussion. The arbitrator finds that both offers on health insurance have some troubling aspects. In the case of the Association offer, the requirement of a re-opener for 1994 when the passage of time has put the process of arbitrating well into 1994 is not conducive to settlement before the next round of bargaining appears. On the other hand, the City offer is deficient in language as to its intent. The City offer does not spell out after the first sentence in Article XVII, 4, a, precisely what the proportion of sharing on health insurance premiums will be between the parties in 1993 and 1994, although it appears that the practice in 1993 has been to maintain the 93%-7% split, and that the City intends to maintain this division through 1994 without a cap.

Weighing these two matters, the arbitrator is of the conclusion that the parties will be better off if the matter of health insurance cap is not re-opened for 1994 and that the new round of bargaining which looms ahead may treat with whatever provisions the Association may want to assert at the time.

Although the cap feature is not present in a majority of comparables whether because of 100% contribution by the employer or because of an omission in the language of an agreement where an employee contribution is required, it would not be in the interest of the public to re-open the matter again for 1994, a year now more than half over.

The following table also indicates that caps on employee contributions toward health insurance are not accompanied by similar provisions among the selected comparables. This accrues to the weight of the City offer.

Table XIII

HEALTH INSURANCE PROVISIONS AMONG SELECTED COMPARABLES

	% Employer Contribution		Monthly Max. & Employee Contribution If Contribution		Deductibles	
	Single	Family	Single	Family	Single	Family
Baraboo	100	100	N.A.	N.A.		
Dodgeville	100	100	N.A.	N.A.		
Monroe	100	100	N.A.	N.A.	\$100	\$200
Prairie du Chien	100	100	N.A.	N.A.		
-BC BS	90	90	10%	10%		
Reedsburg	90	90	10%	10%		
Richland Center						
-Lowest Family Plan	105	105				
Sauk Prairie	100	100	N.A.	N.A.		
Sparta	100	90	N.A.	None		
Tomah	100	90	N.A.	\$45		
Whitewater	100	100	N.A.	N.A.	\$300	\$300
Platteville						
1993						
Assn.	93	93	\$12.26	\$31.02	\$ 50	\$100
City	93	93	None	None	\$ 50	\$100
1994						
Assn.	Re-open		Re-open			
City	93	93	None	None	\$ 50	\$100

N.A. = Not applicable because 100% contribution by Employer.

(CX35, AX12)

As to the argument that arbitrators generally are reluctant to change the status quo and therefore the Association provision on health insurance should be supported, there is substance to this argument. However this arbitrator here is of the opinion that in final and binding arbitration where any issue can be raised, the showing of lack of comparability for an existing provision must be considered in contemplating the weight of a proposed change. Here there is not much showing of comparability for the ceiling cap of dollar payments by employees toward health insurance. The predominate pattern is expressed in terms of percentage contribution.

XII. INTERNAL COMPARABLES. The following table is derived from City Exhibits 37 and 38:

Table XIV

INCREASES AMONG PLATTEVILLE CITY EMPLOYEES

<u>Year</u>	<u>General Employees</u>	<u>Police Dispatcher</u>	<u>Police</u>	
			<u>Assn.</u>	<u>City</u>
1992	\$0.61	\$0.61	\$0.61	\$0.61
1993	0.28	0.36	0.48	0.42
1994	0.40	N.S.	0.48	0.42

Positions of the Parties. The City says that all employees of the City of Platteville have had to "tighten their belts" and notes the 28 cents or 2.2% increase for administrative and general staff in 1993 and the 36 cents received by Dispatchers. The City offer for police exceeds what the City is offering the other employees or has settled with them.

The Association, although it notes that arbitrators give weight to internal settlements, says that police settlements in other municipalities should be considered as primary comparables. In this case the attempt to impose a uniform bargaining settlement is not proper and Platteville law enforcement personnel, because of their work, should be more properly compared with other law enforcement personnel. In the past internal comparisons have not been an important or controlling consideration in settlements with the Platteville Police bargaining unit.

Discussion. The internal comparisons submitted by the City show the City offer to be more comparable, but in the opinion of the arbitrator comparison between other law enforcement officers is more weighty. The decision of this case does not depend in any great measure on internal comparisons.

XIII. PRIVATE SECTOR COMPARISONS. The following table is derived from Employer Exhibit 36 comparing Platteville Police settlement in percentage to unionized employees in the state:

Table XV

PERCENTAGES OF PLATTEVILLE INCREASES IN OFFERS
AND WISCONSIN UNIONIZED EMPLOYEES INCREASES

	<u>1992</u>	<u>1993</u>	<u>1994</u>
1991 Average Annual Pay			
All Wisconsin Unionized Workers	3.3	3.3	
Platteville Offers, Top Patrol Officer			
Association	5.0	3.73	3.6
City	5.0	3.27	3.16

The City in its brief referred to an Exhibit C-36 which it says shows that Platteville Police Officers exceeded increases enjoyed by other unionized employees over the period of 1985-1990. An exhibit showing five year increases to Platteville Police Officers is found in CX16, but it does not show the average increase of unionized employees over that same time. However Table XV shows that the percentage increase in the Police Officers' salary in Platteville in 1992 did exceed that of unionized employees state-wide, but in 1993 it does not exceed it, but is close to the state average increase in percentage.

XIV. COST OF LIVING. The following table is derived from CX-17 and CX-18:

Table XVI

**CONSUMER PRICE INDICES AND PLATTEVILLE POLICE WAGES
PERCENTAGE INCREASES**

<u>Year</u>	<u>Index</u>	<u>% Inc.</u>	<u>Police % Inc.</u>
1991	CPI Type not given	4.5	5.3
1992	CPI-U, Dec.	2.9	5.0
1993	CPI-U, Dec.	2.7	3.3 City 3.7 Association
1994	CPI-U, Mar.	3.0	3.2 City 3.6 Association

From Association Exhibits 23 and 24 it can be ascertained that the annual average of the CPI-W for Non Metro Areas is 2.5% from 1991 to 1992. From 1992 to 1993 this annual average was increased 2.8%.

The City is noting that its offer for 1993 of a 3.3% increase exceeds the change in the cost of living by 0.6%. The 1994 City offer exceeds also the change in the CPI of 3.0% for the first three months of 1994. The City offer is therefore more comparable.

The Association is contending that settlements in the area are the better indicator of changes in the cost of goods and services. It cites Arbitrator Kerkman (Merrill Education Association, Decision No. 17955-A, 8/81) that the area settlements provide a reasonable barometer for changes in the cost of living.

Discussion. This arbitrator holds that the proper gauge here for measuring changes in the cost of living is the Consumer Price Index for Urban Wage Earners and Clerical Workers - CPI-W, Non Metro Areas, and by this standard the City offer is the most comparable.

XV. OVERALL COMPENSATION. The parties did not furnish information from comparables on the overall compensation of employees for comparison with the offers in dollar terms. The arbitrator is therefore not able to render any informed judgment on how the overall compensation or packages of the parties compare with those in other jurisdictions.

XVI. ABILITY OF THE UNIT OF GOVERNMENT TO MEET THE COSTS OF EITHER OFFER.

The costs of either offer are shown in Table I foregoing. The cost totals are relatively close. There is no argument by the City as to an inability to meet the costs of the Association offer. The arbitrator concludes that the City has the ability to meet those costs.

XVII. THE INTERESTS AND WELFARE OF THE PUBLIC. The Association is asserting that its final offer best serves the citizens of Platteville in recognizing the need to maintain the morale of its Officers and to retain the best and most qualified Officers. The working conditions with tangibles like salary, fringes and continued employment are important but so also are morale and unit pride. Strong reasons exist therefore for adhering to prevailing practice. In this case Platteville Officers will be comparing their increases with those in other jurisdictions nearby and noting that they are expected to accept a 3.27% increase when the average wage adjustment for other Officers is 4 percent.

The City on its part argues that Platteville Police Officers have enjoyed wage increases in excess of increases in the CPI and of increases enjoyed by citizens in the community as shown in the CPI. They have also enjoyed increases above those of Wisconsin unionized employees for 1993. Citizens should not be required to fund increases in police work in excess of their own.

Discussion. A possible slipping of Platteville Police Officers with respect to Monroe in basic wage, the prospective loss of a ceiling or cap on health insurance payments, and the lower rate of percentage increase experienced in Platteville could be a cause of concern for the Association members in an Award to the City. However, it must be emphasized here that dollar-wise in take-home pay for base wages and longevity, the Platteville Police Officers are well into the higher rankings among comparables. In total compensation including 15 year longevity, Platteville is lower only than Whitewater. At the same time, the concept of having a re-opener for 1994 when much time has elapsed into the second year of a proposed two-year agreement persuades the arbitrator that the interest and welfare of the public is best served by not having a 1994 re-opener on health insurance, but to end this bargaining, when bargaining for a new contract looms shortly ahead. The interest and welfare of the public on this point therefore lies in the City offer.

XVIII. OTHER FACTORS. Attention must be given to Exhibits 6 to 9 inclusive of the Association which concern the work load of Platteville Police Officers. The following table is extracted from these exhibits and deals with the 12 comparables used by the Association:

Table XVII

STATE CRIME INDEX OFFENSES AND CLEARANCES AND RANK OF PLATTEVILLE 1992

<u>Property</u> <u>Offenses</u>	<u>Rank</u>	<u>Clearance</u> <u>Rates</u>	<u>Rank</u>	<u>Violent</u> <u>Offenses</u>	<u>Rank</u>	<u>Clearance</u> <u>Rates</u>	<u>Rank</u>
345	3	26.1	10	11	3	54.5	8

This table indicates to the arbitrator that the Platteville Police Officers have a higher number of offenses under the state crime index to cope with, and the offenses apparently are more difficult to solve. This workload is a factor justifying a higher rate of comparative wage compensation than in comparable districts. However this higher rate will exist under either offer at present.

XIX. CHANGES DURING THE PENDENCY OF THE PROCEEDINGS. No changes were reported to the arbitrator during the pendency of the proceedings.

XX. SUMMARY AND CONCLUSION. The following is a summary of findings and conclusions of the arbitrator:

1. The parties submitted diverse lists of comparables. The arbitrator, after inspecting these lists and data therein, considers the most comparable municipalities to be Baraboo, Dodgeville, Monroe, Platteville, Prairie du Chien, Reedsburg, Sparta, Tomah, Whitewater, and selects these as the primary comparables.
2. There is no issue here as to the authority of the unit of government to meet the terms of either offer.
3. As to wage offers, the City offer results in a sufficient increase to the Platteville wage scale to maintain the Platteville rank among comparables, and therefore the City offer is considered comparable and reasonable.
4. The City provisions for longevity are reasonable and comparable.
5. As to the provisions on changes in the article of the Agreement with health care, the arbitrator is of the conclusion that the parties will be better off if the matter of health insurance is not re-opened for 1994 as the Association proposes, since a new round of bargaining is to appear with the Agreement under consideration here well into its second year. Further the predominant pattern showing among comparables is that where employees contribute to health insurance, no cap is mentioned, only a percentage. The City offer is therefore also comparable.
6. Although it may be considered that the City offer in percentage and dollars increases is more comparable internally, the arbitrator is of the opinion that comparability between police units is the more weighty matter, and the case does not hinge on this factor.
7. In comparison with other unionized employees state-wide, the percentage increase experienced by the Platteville Officers in 1992 exceeded the state-wide pattern, but the City offer in 1993 does not exceed it.
8. As for the changes in the Consumer Price Indices for 1993 and 1994, the City offer is the more comparable.
9. The parties did not furnish sufficient information for the arbitrator to make a judgment on which offer is the more comparable as to overall compensation.

10. The City of Platteville has the ability to meet the cost of either offer.

11. The interests and welfare of the public are not well served by a re-opener in 1994 on the insurance provision of the Agreement, owing to the passage of time in 1994.

12. The workload in coping with offenses in Platteville supports a higher comparable rate of compensation for the Police Officers in Platteville than in comparable municipalities, but this higher rate will continue to exist under either offer.

13. There were no changes reported during the pendency of the proceeding.

The evidence is that the greatest weight in this matter is to be attributed to the wage and insurance offers, and since the City offer is the more comparable or weighty on both of these matters, the following Award is made:

XXI. AWARD. The offer of the City of Platteville shall be incorporated in the 1993-94 Agreement between the parties.

Frank P. Zeidler

FRANK P. ZEIDLER
Arbitrator

Date July 21, 1994
Milwaukee, Wisconsin