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WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the Matter of the Petition of the

CITY OF BROOKFIELD, EMPLOYEES LOCAL 20,
AFSCME, AFL-CIO,

to Initiate Mediation/Arbitration Between
said Petitioner and

CITY OF BROOKFIELD

Case XXXVI
No. 28943 MED/ARB-1458
Decision No. 19573-A

The City of Brookfield, Employees Local 20, AFSCME, AFL-CIO, hereinafter referred to as the Union, filed a petition with the Wisconsin Employment Relations Commission, hereinafter referred to as the Commission, on December 9, 1981, alleging that an impasse existed between it and the City of Brookfield, hereinafter referred to as the Employer, in their collective bargaining; and it requested the Commission to initiate mediation/arbitration pursuant to Sec. 111.70(4)(cm)6 of the Municipal Employment Relations Act.

At all times material the Union has been and is the exclusive collective bargaining representative of certain employees of the Employer in a collective bargaining unit consisting of all regular full time and regular part time employees of the City of Brookfield in the Highway Department, maintenance division of the Parks and Recreation Department, operating and maintenance division of the Sewer Utility and Water Utility, and custodial-maintenance employees in the City Hall, but excluding supervisory, managerial, professional and confidential employees. The Union and the Employer were parties to a collective bargaining agreement covering the wages, hours and working conditions of the employees that expired on December 31, 1981.

On October 27, 1981 and November 24, 1981 the parties exchanged their initial proposals on matters to be included in a new collective bargaining agreement. No further meetings were scheduled. On December 9, 1981 the Union filed its petition requesting mediation/arbitration and on January 11, March 17, and April 29, 1982 a member of the Commission's staff conducted an investigation which reflected that the parties were deadlocked in their negotiations. On April 29, 1982 the parties submitted their final offers and the investigation was closed. Upon being advised that the parties remained at impasse the Commission certified that the conditions precedent to the initiation of mediation/arbitration had been met and directed the parties to select a mediator/arbitrator. Upon being advised that the parties had selected the undersigned as the mediator/arbitrator the Commission issued an order on May 20, 1982 appointing him as the mediator/arbitrator to endeavor to mediate the issues and dispute and should such endeavor not result in a resolution of the impasse between the parties to issue a final and binding award pursuant to Sec. 111.70(4)(cm)6 of the Municipal Employment Relations Act to resolve said impasse by selecting either the final offer of the Union or the Employer.

The mediation session was held at Brookfield, Wisconsin on June 8, 1982. After one day of mediation the parties remained at impasse and the mediation phase of the proceedings was declared at an end. An arbitration hearing was scheduled and conducted on August 4, 1982 at Brookfield, Wisconsin.

Each of the parties proposed a two year agreement. The Union's final offer, attached hereto and marked Exhibit "A", proposed that wages be increased by 54¢ an hour on January 1, 1982 and an additional 19¢ an hour on July 1, 1982. It proposed another increase of 50¢ an hour on January 1, 1983. The Union's proposal included a provision requiring the Employer to provide without cost to the employees the Blue Cross-Blue Shield Dental Plan QQ with a \$500.00 maximum benefit beginning January 1, 1983. Both single and family coverage would be provided. The Union also proposed to increase the number of holidays by one-half day by making the day before Christmas a full day holiday. The Employer's final offer, attached hereto and marked Exhibit "B", provided for a wage increase of 54¢ on January 1, 1982 and 19¢ on August 1, 1982 and 67¢ on January 1, 1983. The Employer's offer proposed to absorb the increased cost of hospital and surgical care premium for 1982 and 1983. Under the Employer's final offer the starting time for the employees in the Parks and Recreation Department would be 8:00 a.m. from June 1st through August 31st of each year.

The Union utilized a comparable group consisting of all of the communities with populations of over 15,000 in Milwaukee and Waukesha Counties, hereinafter referred to as Comparable Group A. It includes the City of Brookfield, the City of Waukesha, the Village of Menomonee Falls, the City of New Berlin, the City of Muskego, the City of Wauwatosa, the City of West Allis, the City of Greenfield, the City of Oak Creek, the City of Franklin, the Village of Greendale, the City of South Milwaukee, the City of Cudahy, the City of Milwaukee, the County of Milwaukee and the County of Waukesha. The Union contends the city and county of Milwaukee should be considered because of the radiating effect of their wage rates on the wages of other communities in the metropolitan area. It pointed out that the metropolitan sewage commission served many of the communities in the comparable group including the Employer and its wage rate was significant in its impact on the wages of other communities in the area. The employees in the bargaining unit perform a variety of functions varying from plowing snow to running a back hoe, installing tile, hauling gravel, working in ditches and driving the lawn mower. The employees rotate from one job to another. Only 10 or 12 employees operate the heavy equipment and they receive a 10¢ an hour task rate when they operate those pieces of heavy equipment that call for it. The equipment operator is in charge of the crew and project in the absence of the foreman.

The assessed valuation of the property in the communities in Comparable Group A range from a low of \$319,675,800.00 at Muskego to a high of \$1,624,519,400.00 at Wauwatosa. The Employer has an assessed valuation of \$1,201,525,500.00 which is the third highest in Comparable Group A. Its per capita valuation of \$35,648.00 is the highest in Comparable Group A and the lowest is Cudahy with \$21,968.00. Wauwatosa has an adjusted gross income of \$508,631,700.00 which is the highest in Comparable Group A and Oak Creek has the lowest with \$140,077,000.00. The Employer ranks fourth with \$419,151,300.00. The Employer has the highest per capita adjusted gross income in Comparable Group A with \$12,436.00 while West Allis has the lowest with \$7,953.00.

In 1981 there were 49 employees in the bargaining unit and the Employer paid them an average wage of \$8.92 per hour. The Union's proposal would increase the average wage to \$9.46 an hour on January 1, 1982 and \$9.65 an hour on July 1, 1982. It would be increased to \$10.15 on January 1, 1983. The average wage for 1982 would be \$19,874.40 and in 1983 it would be \$21,112.00 under the Union proposal. The Employer's proposal would raise the average wage of employees in the bargaining unit to \$9.46 on January 1, 1982 and to \$9.65 an hour on August 1, 1982. On January 1, 1983 it would be increased to \$10.32 an hour. The average wage for 1982 would be \$19,841.53 and for 1983 it would be \$21,465.60. The Union's final offer would provide an average wage for an employee during 1982 that would be \$32.87 higher than the Employer's final offer. For 1983 the average wage for an employee would be \$353.60 higher under the Employer's final offer than under the Union's final offer.

The Employer paid a truck driver \$8.80 an hour during 1981. The rate for a truck driver in Comparable Group A during 1981 ranged from a low of \$6.92 per hour at South Milwaukee to a high of \$8.98 at Oak Creek. The Employer's rate for a truck driver was fourth highest in Comparable Group A during 1981. The Union and the Employer both propose to increase the truck drivers rate to \$9.34 on January 1, 1982 and then to \$9.53 during the middle of that year. The City of Milwaukee will pay a truck driver \$9.80 per hour during 1982, which is the highest in Comparable Group A. The lowest in that comparable group among the communities that have reached agreement for 1982 is Waukesha which pays \$8.69 per hour to a truck driver. The total increase in the rate for the Employer for 1982 will be 8% under either the offer of the Employer or the Union. The highest percentage increase during 1982 in Comparable Group A was paid by Menomonee Falls with an increase of 10.1% while the lowest percentage increase was given by Cudahy with a 6.5% increase. Under the Employer's offer the truck

rate driver would receive \$10.20 per hour during 1983, which is a 7% increase in the rate. The Union's offer would be \$10.03 per hour which is a 5.2% increase in the truck driver's rate.

During 1981 the lowest rate in Comparable Group A for a heavy equipment operator was a \$7.34 per hour paid by South Milwaukee while the highest rate was the \$9.28 per hour paid by Oak Creek. The Employer paid a heavy equipment operator \$8.90 per hour during 1981. Under the proposal of both the Employer and the Union the heavy equipment operator rate will increase to \$9.44 and then to \$9.63 during 1982. The highest rate for a heavy equipment operator in Comparable Group A in 1982 is being paid by West Allis with a rate of \$10.03 per hour. The lowest heavy equipment operator rate in Comparable Group A during 1982 is the \$9.11 paid by Waukesha. The lowest percentage increase in Comparable Group A for a heavy equipment operator in 1982 was the 9% given by Cudahy in West Allis while the highest was the 11% increase given by Wauwatosa and Franklin. During 1983 the Union proposes to pay the heavy equipment operator \$10.13 per hour while the Employer proposes to pay the heavy equipment operator \$10.20 per hour. The Employer's proposal is a 7% increase in the rate while the Union's proposal is a 5.2% increase.

The highest rate for a working foreman crew chief in Comparable Group A during 1981 was \$9.35 an hour paid by Muskego while the lowest was \$8.28 per hour paid by Waukesha. The Employer and Menomonee Falls were right in the middle with a rate of \$8.90 per hour. Both the Employer and the Union propose increases totaling 8% during 1982 for the working foreman crew chief which would bring the rate to \$9.63 per hour. The highest rate in Comparable Group A for a working foreman crew chief during 1982 is \$10.10 per hour paid by Muskego which is an 8% increase. The lowest rate in Comparable Group A for 1982 is \$9.11 per hour paid by Waukesha which is a 10% increase. That was the highest percentage increase in Comparable Group A. The Employer proposes a 7% increase in the rate for 1983 which would bring it to \$10.30 per hour while the Union proposes a 5.2% increase which would bring it to \$10.13 per hour.

The rate for a mechanic in Comparable Group A during 1981 ranged from the low of \$7.64 per hour paid by South Milwaukee to the high of \$11.75 per hour paid by Wauwatosa to a Mechanic I. The Employer paid a mechanic \$9.46 an hour during 1981 which was the second highest in Comparable Group A. Among those communities in Comparable Group A that have reached agreement with their employees for 1982, the lowest rate is the \$9.11 per hour paid by Waukesha while the highest is the \$13.06 paid by Wauwatosa to a Mechanic I. Both the Union and the Employer proposed increases that will bring the rate for a mechanic I to \$10.19 per hour during 1982 which would be the fourth highest in Comparable Group A. The Employer proposes to pay a Mechanic I, \$10.86 an hour during 1983 while the Union proposes a rate of \$10.69.

The rate for a water treatment operator in Comparable Group A range from a low of \$7.21 per hour paid by South Milwaukee to the high of \$10.02 paid by Oak Creek. The Employer had the third highest rate for water treatment operator in Comparable Group A during 1981 with a rate of \$9.00 per hour. Both the Employer and the Union propose wage increases that will bring the rate of a water treatment operator to \$9.73 per hour during 1982 which is an 8% increase over the 1981 rate. That is the fifth highest rate in Comparable Group A. Oak Creek has the highest rate in Comparable Group A for 1982 for that classification with a rate of \$10.22 per hour while the lowest is \$9.22 per hour rate of Greendale. The Employer proposes to pay a water treatment operator \$10.40 per hour in 1983 which would be a 6.9% increase while the Union proposes a rate of \$10.23 per hour which would be a 5.1% increase.

The rate for a sewer treatment operator in Comparable Group A during 1981 ranges from the low of \$7.35 per hour paid by South Milwaukee to the high of \$9.05 per hour paid by the Employer. During 1982 the Union and the Employer proposed increases totaling 8% to bring the rate to \$9.78 which would be second highest in Comparable Group A. Menomonee Falls was given a 9.65% increase during 1982 bringing its rate to a high for Comparable Group A of \$9.88 per hour for a sewer treatment operator while the lowest for that classification during 1982 is the \$9.06 per hour paid by Waukesha. During 1983 the Union proposes a

rate of \$10.28 per hour for a sewer treatment operator which is a 4.9% increase over 1982 and the Employer proposes a \$10.45 per hour rate which is a 6.85% increase over 1982.

From January 1, 1981 to January 1, 1982 the consumer price index in the metropolitan Milwaukee area increased by 9%. During the period from July 1, 1981 to July 1, 1982 the consumer price index increased by 4.4%.

In Comparable Group A six communities provide dental insurance coverage for their employees but in New Berlin the employees pay 100% of the cost of the insurance. There are seven communities in Comparable Group A that do not provide dental insurance coverage for their employees. Twenty-seven school districts in central and eastern Waukesha County and in Milwaukee County provide dental insurance coverage for their employees.

The number of holidays in Comparable Group A range from a low of 10 to a high of 12. The Employer ranks at the bottom of the list with 10 holidays.

The Employer operates 21 parks and 14 of them are developed with ball parks, tennis courts, swimming pools and other recreational facilities. There are five full time employees and 14 seasonal employees who maintain the parks and recreational facilities. The full time maintenance employees start at 7:00 a.m. during the winter months and work until 3:30 p.m. During 1981 the parties experimented with an 8:00 starting time for the five full time employees in the Parks and Recreation Department during the period from June 1st to August 31st. The Employer has unilaterally implemented an 8:00 starting time for the full time maintenance people in the Parks and Recreation department during 1982. New Berlin, Menomonee Falls, Waukesha, West Allis and Wauwatosa start their employees at 7:00 a.m. year round. Two other communities in comparable group A have their park and recreational employees start their working day at 8:00 a.m. all year round. The Employer's Park and Recreation maintenance employees all report to one maintenance facility and punch in on the time clock. After they are given their orders for the day they check out their equipment and are usually ready to move out on the highways about 45 minutes after punching in. The heaviest traffic on the highways is from 8:30 to 9:30 in the morning and from 3:30 on in the afternoon. Some of the equipment moves very slowly on the highway. The heaviest use of the park system is on weekdays starting at 1:00 in the afternoon and continuing until 8:00 in the evening. It is difficult to cut grass early in the morning because it is still wet from dew. The five full time maintenance employees do not do much grass cutting but are more concerned with construction projects in the various parks.

The Employer relies on a group of communities, hereinafter referred to as Comparable Group B, consisting of Butler, Elm Grove, Menomonee Falls, New Berlin, Waukesha, Waukesha County, West Allis and Wawatosa. The Public Works Department or Highway Department units in these communities have 1982 average hourly rates ranging from a low of \$8.63 in Waukesha and the City of Butler to a high of \$9.53 in Menomonee Falls. The 1982 average for Comparable Group B is \$8.97 per hour. If longevity and payments are included the average hourly rates for Comparable Group B range from a low of \$8.63 in Butler to a high of \$9.57 in Elm Grove. The 1982 average wage for Comparable Group B is \$9.05 per hour if longevity payments are included. The 1982-83 settlements in Comparable Group B range from a low of 7% in Waukesha County to a high of 11% in Wauwatosa. Waukesha County and Elm Grove have reached agreements for 1983 with 7% and 6% increases respectively.

Butler, Menomonee Falls and West Allis are the only communities in Comparable Group B that provide employer paid dental insurance for their employees. New Berlin has a dental insurance program for its employees but 100% of the cost is paid by the employees. The Butler plan has a rate of \$25.16 per month for family coverage and \$7.95 for single coverage. Menomonee Falls has a family coverage rate of \$22.13 a month and the single coverage is \$6.48 per month. West Allis has a family coverage plan that costs \$15.56 a month and the single coverage is \$4.99 per month. These rates should be compared with the rates for the coverage sought by the Union which are \$35.28 per month for family coverage and \$10.29 per month for single coverage. The benefit levels sought by the Union are 100% for preventive, ancillary, restorations, and periodontic while

Butler, Menomonee Falls and West Allis offer a program paying for 80% of those costs. The program sought by the Union has a \$500.00 maximum for these benefits as do the other communities providing dental plans for employees. Butler and Menomonee Falls have a \$25.00 deductible not applied to diagnostic while West Allis has a \$50.00 deductible not applied to diagnostic. The program sought by the Union has no deductible provision.

The number of holidays for Comparable Group B range from a low of 10 at Butler, Elm Grove and Waukesha County to a high of 11.5 at Menomonee Falls.

DISCUSSION

The issues submitted to the arbitrator are holidays, summer starting time in the Park and Recreation Department, wage increase and dental insurance.

The Employer proposes to continue the number of holidays at ten while the Union proposes an increase to ten and one-half by expanding the half day presently given on the day before Christmas to a full day. In Comparable Group A five municipalities give ten holidays a year, one municipality gives ten and one half holidays per year, four municipalities give eleven holidays a year and two municipalities give twelve days a year. Seven of the Employers in Comparable Group A offer more holidays than the Employer. In Comparable Group B, five municipalities give ten holidays per year, one gives ten and one half, two give eleven and one gives eleven and one half. In either comparable group more communities give ten holidays than give any other number. In Comparable Group A the great majority of the communities give more than ten holidays while in Comparable Group B as many give more than ten holidays as give ten holidays. The disparity between the Employer and the other municipalities is not substantial. Two of the other Employer's bargaining units have new collective bargaining agreements that do not call for an increase in the number of holidays. The arbitrator finds that the Employer is on the low side as far as the number of holidays is concerned. In ordinary times the comparison of the number of holidays with other employers might justify an increase of one half day but that would create a disparity between the number of holidays received by members of this collective bargaining unit and the other two collective bargaining units with which the Employer has reached agreement. The interest and welfare of the public would not be well served by creating a disparity between the number of holidays given to members of this collective bargaining unit and the other employees of the Employer. The Employer must try to maintain parity between all of its employees with respect to fringe benefits such as the number of holidays unless there is substantial evidence of some sort of an inequity that deserves to be corrected. There is no evidence that would justify destroying the parity with respect to holidays that exists between all of the employees of the Employer.

The Employer's proposal to change the starting time for employees of the Parks and Recreation Department to 8:00 a.m. in the summer as opposed to 7:00 a.m. the rest of the year goes back to the prior collective bargaining agreement. This arbitrator made a decision in the mediation/arbitration proceedings preceding that agreement that the parties enter into a side agreement to implement an 8:00 a.m. starting time in the Parks and Recreation Department on an experimental basis for the summer of 1981 only. The practice was followed for that year and the Union continued to find it objectionable while the Employer was satisfied with it. Ordinarily the arbitrator would be of the opinion that the Employer's desires should be controlling in the matter of scheduling. However after a year of experimentation the Employer came up with very little in the way of facts to justify continuation of the practice while the Union was able to point out a number of circumstances where the new starting time had caused difficulties for the Employer as well as the employees. The positive benefits to the Employer resulting from the 8:00 a.m. starting time during the summer months are minimal as compared to the inconvenience caused to the employees in the Parks and Recreation Department and the additional expense to the Employer that there is little justification for imposing a different starting time on the employees in the Parks and Recreation Department from that of all of the other employees in the collective bargaining unit.

The two remaining issues submitted to the arbitrator are the wage increases and the dental insurance. Both the Employer and the Union propose a 54¢ an hour increase in wages on January 1, 1982. The Union proposes an additional 19¢ an hour on July 1, 1982 while the Employer proposes that an additional 19¢ an hour be paid effective August 1, 1982. There are no differences in the wage proposals of the Employer and the Union for the year 1982 except that the Union's proposal becomes effective one month earlier. The difference between the two proposals for the year 1982 is \$32.87 per year per employee. Obviously the difference between the two proposals for 1982 is minimal and the impact of either one on the statutory criteria is not sufficient to make one more desirable than the other.

For 1983 the difference between the two proposals is considerably more significant. The Employer offers a salary increase of 67¢ an hour effective January 1, 1983 and the Union proposes a salary increase of 50¢ an hour effective January 1, 1983. The difference between the two proposals is \$353.60 per employee for the year. For all employees in the bargaining unit the difference is \$17,326.40. The Union's 1983 proposal includes a dental insurance program that has a cost of 20¢ per hour per employee. In effect the Union is willing to accept 17¢ per hour less than the Employer's wage proposal if the Employer will pay 20¢ per hour for each employee for a dental insurance program.

The cost differential between the Employer's 1983 proposal and the Union's proposal is 3¢ an hour. When the roll ups for Social Security and retirement are considered the difference between the two proposals is even less than 3¢ per hour per employee. While that difference does not appear to be irreconcilable, the parties were unable to reach agreement. This indicates that the reason for failure to reach agreement was more philosophical than monetary. In selecting comparable groups to support their position the Union utilized Comparable Group A consisting of all of the communities with populations of over 15,000 in Milwaukee and Waukesha Counties while the Employer selected Comparable Group B which consists of all of the municipalities with which it has a common border plus Waukesha County which is the county within which it is located. Both of the comparable groups have validity. They are in the same geographical area and are generally part of the same labor market. Comparable Group A is substantially larger and incorporates municipalities that are older, more industrialized and have a higher population density. Five municipalities appear in both lists. The wage and salary patterns that are typical of each of the comparable groups are not substantially different.

Both the Employer's and the Union's offers for 1982 place its average hourly rate number one in Comparable Group B. Using Comparable Group A as a comparison the Employer's average hourly rate is among the highest. In some classifications the Employer ranks somewhat lower. In any event there is no significant difference between the positions of the parties on the wages for 1982.

The Union has structured its salary adjustment and demand for dental insurance in such a way that it would be willing to finance all but 3¢ per hour of the cost of the dental insurance by reducing the Employer's wage offer by 17¢. In effect the Employer would be required to pay an additional 3¢ per hour that it has offered for each employee for dental insurance. As pointed out earlier the economic impact of the Union's proposal is somewhat less than 3¢ per hour when the rollups are considered. There is a substantial value for the employees in having the Employer pay for a dental insurance program with pretax dollars. If the employee were to pay the cost of the dental insurance program out of post tax dollars the cost per employee would be substantially higher.

Since the difference in the actual cost to the Employer of its proposal and that of the Union is no more than 3¢ an hour for the second year of the agreement, the arbitrator must determine whether or not the statutory criteria favors the position of the Union or the Employer. Neither of the proposals is contrary to the lawful authority of the Employer and there is nothing in the stipulations of the parties that would have an impact on either of their positions. The Employer does have the financial ability to meet the cost of its own proposal. It concedes that it has the ability to pay the Union's proposal.

However, it contends that it is in the interest of the public to keep its costs low and to allow low taxes while paying a fair wage to its employees. The Union points out that this arbitrator has said in another situation that a dental insurance program has a positive effect on the interest and welfare of the public because it results in less sick time and improves the productivity of the employees. This arbitrator has found that the long range effect of such a program on children of the employees has a positive benefit to the community that cannot be measured and he found in a particular situation that the welfare of the public would not be enhanced by denying a dental insurance program to the employees involved while the major segment of the employees in the area receive the benefit. The arbitrator still endorses the rationale to which the Union has referred in relation to the factual situation that existed in that case and the employer and the comparables that were being utilized. However in the instant case we have a different set of facts, a different employer and different comparables. In Comparable Group A only five of the thirteen municipalities have employer paid dental plans. In Comparable Group B only three of the eight municipalities have employer paid dental plans and the cost of those plans is substantially less than that proposed by the Union. Most of the school districts in the geographical area do provide dental insurance programs for their employees. The arbitrator disagrees with the argument of the Employer that school districts are not comparable to municipalities. Their tax bases are similar and they face similar financial problems. School district employees are different in that the great majority of them are professionals and this justifies a somewhat different treatment. None of the other employees of the Employer have sought dental insurance programs for 1983. Considering that fact and comparing these employees with similar employees of other municipalities in the two comparable groups the arbitrator finds insufficient justification for requiring the Employer to provide a dental insurance program to the members of this bargaining unit.

The concept of collective bargaining is based on the theory that strong unions have the political and economic muscle to bargain on an equal basis with the Employer. Certainly the Employer's firefighters and police are members of unions with both political and economic strength. They have reached agreements with the Employer that reflect a result that could be expected after negotiations between strong and realistic unions and a strong and realistic employer. The Employer's final offer to the Union fits into the pattern that was established in the negotiations with its firefighters and police. Arbitrators should not ordinarily depart from the pattern of fringe benefits provided to other bargaining units of an Employer as the result of collective bargaining unless there is a clear showing that the unit suffers in comparison or there is some compelling reason for it. The Union has indicated that it is willing to forego a wage increase for 1983 comparable to that received by the firefighters and the police in order to gain an Employer paid dental insurance program for all of the members of its bargaining unit. This arbitrator is reluctant to impose new benefits or alter long standing contractual provisions through arbitration. Major changes should result from negotiations between the parties. A major change in fringe benefits that departs from the basic pattern of fringe benefits agreed upon by other employees of the Employer should not be achieved through the arbitration process unless there is a substantial inequity that is unfair or unreasonable or contrary to accepted standards.

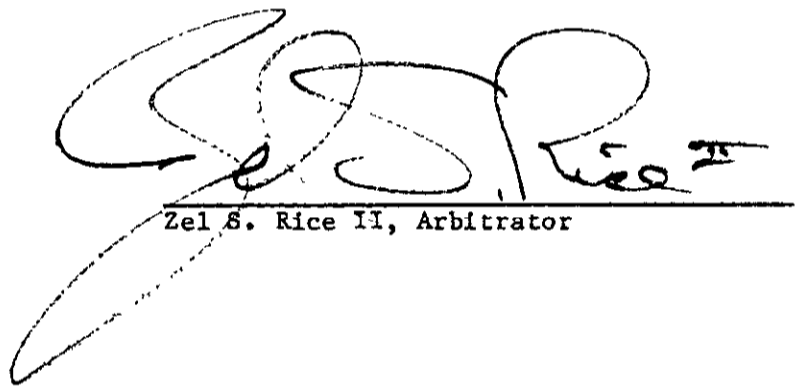
A wage and fringe pattern has developed for employees of the Employer as a result of negotiations between the Employer and its firefighters and police. The Employer's proposal to this bargaining unit falls within that pattern. It is not realistic to disrupt the relationship between the fringes awarded to other bargaining units and to this bargaining unit. A comparison of the Employer's proposal to this bargaining unit with the agreements reached with its other employees reveals that the offer of the Employer to the Union is the same

as that agreed upon by representatives of the other employees. There is no evidence of a compelling need to provide members of this bargaining unit with a dental insurance program. The Union has not established any weakness in the fringe benefit package offered by the Employer to the Union compared to the fringe benefits received by other employees of the Employer or employees of other municipalities in the immediate area. The Employer's final offer fits the members of this bargaining unit neatly into the pattern of benefits agreed upon by other employees of the Employer.

FININGS AND AWARD

After full consideration of the criteria listed in the statute and after careful and extensive examination of the exhibits and arguments of the parties the arbitrator find that the Employer's final offer as set forth in Exhibit "B" attached hereto is preferable to that of the Union set forth in Exhibit "A" attached hereto. The Employer's final offer shall be incorporated into an agreement containing the other items to which the parties have agreed.

Dated at Sparta, Wisconsin, this 30th day of September, 1982.



Zel S. Rice II, Arbitrator

EXHIBIT "A"

Name of Case:

City of Brookfield

The following, or the attachment hereto, constitutes our final offer for the purposes of mediation-arbitration pursuant to Section 111.70(4)(cm)6. of the Municipal Employment Relations Act. A copy of such final offer has been submitted to the other party involved in this proceeding, and the undersigned has received a copy of the final offer of the other party. Each page of the attachment hereto has been initialed by me.

4/29/02
(Date)

[Signature]
(Representative)

On Behalf of:

LOCAL 20, AFSCME, AFL-CIO

UNION FINAL OFFER - 4/29/82

1. WAGES:
- | | |
|----------|---------|
| 1/1/82 - | 54¢/hr. |
| 7/1/82 - | 19¢/hr. |
| 1/1/83 - | 50¢/hr. |

2. ADD A NEW ARTICLE XXII, SECTION 22.00, DENTAL INSURANCE, AS FOLLOWS:

"EFFECTIVE JANUARY 1, 1983, THE EMPLOYER SHALL PROVIDE, WITHOUT COST TO THE EMPLOYEES, THE BLUE CROSS BLUE SHIELD DENTAL PLAN QQ, \$500 MAXIMUM BENEFIT (SEE ATTACHED) EITHER SINGLE OR FAMILY COVERAGE, AS APPROPRIATE. THE CITY SHALL HAVE THE RIGHT TO CHANGE DENTAL CARRIERS PROVIDED THE CRITERIA AS DEFINED IN SECTION 21.02 ARE MET."

3. AMEND ARTICLE XIII, SECTION 13.01, HOLIDAYS TO MAKE "THE DAY BEFORE CHRISTMAS" A FULL DAY HOLIDAY.

EXHIBIT "B"

Name of Case: City of Brookfield XXXVIII

The following, or the attachment hereto, constitutes our final offer for the purposes of mediation-arbitration pursuant to Section 111.70(4)(cm)6. of the Municipal Employment Relations Act. A copy of such final offer has been submitted to the other party involved in this proceeding, and the undersigned has received a copy of the final offer of the other party. Each page of the attachment hereto has been initialed by me.

4/29/82
(Date)

Tom S. Hayes
(Representative)

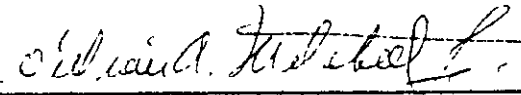
On Behalf of: C.T. of Brookfield

FINAL OFFER

The City of Brookfield offers, as its final offer to enter into a collective bargaining agreement with Local 20, AFSCME, for the calendar years 1982 and 1983, in the form of the recently expired agreement, plus agreements set forth in a Stipulation dated March 17, 1982, and the following.

- 1 - Wage Increase - **54¢** on January 1, 1982.
19¢ on August 1, 1982.
67¢ on January 1, 1983.
- 2 - Hospital and Surgical Care - City to absorb increased cost of premium for 1982 and 1983.
- 3 - Starting Time - for Parks & Rec. Dept. - 8:00 AM from June 1st through August 31st.

Dated this 29th day of April, 1982,
at Noon -
at Brookfield, Wisconsin



William A. Mitchell, Jr., Mayor
CITY OF BROOKFIELD