

STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

In the Matter of the Petition of

CITY OF MEQUON and MEQUON PROFESSIONAL  
POLICEMEN'S ASSOCIATION

For Final and Binding Arbitration  
Involving Law Enforcement Personnel  
in the Employ of the CITY OF MEQUON

Case IV  
No. 21001 MIA-268  
Decision No. 15264-A

HEARING. A hearing on the above entitled matter was held on May 4, 1977, beginning at 9:30 a.m. at the Mequon City Hall, 11333 North Cedarburg Road 60W, Mequon, Wisconsin, 53092.

APPEARANCES.

For the Association:

GERALD P. BOYLE, Attorney, 611 North Broadway, Milwaukee, Wisconsin 53202

For the City:

ROGER E. WALSH, Attorney, BRIDGEN, PETAJAN, LINDNER & HONZIK, s.c.,  
700 North Water Street, Milwaukee, Wisconsin 53202

BACKGROUND. The instant proceedings are the result of an order requiring arbitration, issued by the Wisconsin Employment Relations Commission on March 3, 1977. The Commission found that the Mequon Professional Policemen's Association, a labor organization at 6100 West Mequon Road 112N., Mequon, Wisconsin 53092, and the Employer, the City of Mequon had reached an impasse in collective bargaining; that an impasse within the meaning of Section 111.77(3) of the Municipal Employment Relations Act, existed; and on the basis of the foregoing, certified the conditions precedent to the initiation of compulsory final and binding arbitration under Section 111.77 of the MERA had been met, and therefore ordered such compulsory final and binding municipal interest arbitration. The parties thereafter selected Frank P. Zeidler, Milwaukee, Wisconsin as arbitrator and the Commission appointed him on March 17th, 1977. Briefs were exchanged after June 10, 1977.

THE FINAL OFFERS.

Final Offer of the Association.

1. The Following Monthly Rates are Effective January 1, 1977

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Sgt/Det	\$1,317.98	1,369.80	1,429.04	1,495.68	
Patrolman	1,073.62	1,140.27	1,199.52	1,258.75	1,317.98
Adm. Secy.	807.07	844.11	881.11	918.14	962.57

The Administrative Secretary shall receive an annual \$125.00 (One Hundred and Twenty-five dollars) extra duties payment. Such payments are to be made quarterly, on or by January 15, April 15, July 15, and October 15.

2. 11.01 (Health Insurance) Each employee shall be covered by health insurance under the plan adopted by the Employer. Coverage equivalent to that in effect on January 1, 1977, will be maintained during the period of this Agreement. The Employer shall pay the full amount per month toward the cost of a single premium and the full amount per month toward the cost of a family premium during the term of this Agreement. Any premium increase during 1977 and during the existence of this contract shall be paid by the Employer. Upon retirement, the employee shall be permitted to participate in the City's Hospital-Surgical Medical Insurance Plan subject to the employee paying the full cost of his insurance.

Final Offer of the City.

Pursuant to Section 28.02 of the 1976-1977 Agreement between the City of Mequon and the Mequon Professional Policeman's Association, the City offers the following changes to the amount of Health Insurance premium provided for in Article XI, to be paid by the Employer in 1977, and the wage rates listed in Appendix "a", to be effective in the year 1977.

1. Article XI - Health Insurance

Revise Section 111.01 to read, effective January 1, 1977: "Each employee shall be covered by Health Insurance under the plan adopted by the Employer. Coverage equivalent to that in effect on January 1, 1976, will be maintained during the period of this Agreement. The Employer shall pay up to \$33.95 per month toward the cost of a single premium and up to \$84.53 per month toward the cost of a family premium during the term of this Agreement, plus any increase in premium during 1977. Upon retirement, the employee shall be permitted to participate in the City's Hospital-Surgical Medical Insurance Plan subject to the employee paying the full cost of his insurance."

2. Add the following to Appendix "A", effective January 1, 1977:  
"The following monthly rates are effective January 1, 1977:

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Detective					
Sergeant	\$1,306.78	1,355.71	1,411.65	1,474.58	----
Patrolman	1,013.81*	1,130.58	1,189.32	1,248.05	1,306.78

"The City takes the position that the Administrative Secretary, an employee without power of arrest, is not eligible to participate or be included in a proceeding under Section 111.77 (Waukesha Co., WERC Dec. No. 14535). However, the City proposes to add the following to Appendix "A" with respect to the 1977 wage rates for the Administrative Secretary:

"The following monthly rates are effective January 1, 1977:

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Administrative Secretary	\$762.11	836.93	873.62	910.34	954.39

"\*For Patrolmen who were hired prior to January 1, 1977 and who will be paid at the Step 1 rate for a period during 1977, the Step 1 rate will be \$1064.50."

LEGISLATIVE GUIDELINES. Section 111.77(6) of the Wisconsin Statutes provides the following guidelines for arbitrators in matters of final and binding arbitration:

(6) In reaching a decision the arbitrator shall give weight to the following factors:

- (a) The lawful authority of the employer.
- (b) 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) Comparison of the wages, hours and conditions of employment of employes involved in the arbitration proceeding with the wages, hours and conditions of employment of other employes performing similar services and with other employes 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 compensation, vacation, 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 deter-

mination 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.

I. SELECTED CHARACTERISTICS OF THE CITY OF MEQUON. Mequon is a city of the Fourth Class in Ozaukee County, Wisconsin. It is within the metropolitan area of Milwaukee. It was incorporated in 1957 with an area of about 50 square miles. It had a 1970 population of 12,150 and an estimated 1974 population of 14,271. It has the mayor-council form of government. In its police department there are 29 sworn personnel, of whom 24 are in the bargaining unit.

II. THE LAWFUL AUTHORITY OF THE EMPLOYER. There is no question here of the lawful authority of the Employer either to pay or not to pay one or the other of the offers.

III. STIPULATION OF THE PARTIES. The parties have an Agreement between them which was effective on January 1, 1976, and which expires December 31, 1977. This Agreement has the following provision:

"28.02 - This contract may be reopened only for the purpose of negotiations on the wage rates listed in Appendix "A" to be effective in the year 1977 and on the amount of health insurance premium provided for in Article XI that will be paid by the Employer in 1977. The party desiring such reopener must serve a written notice to the other party not later than October 1, 1976. The other party shall have thirty (30) days thereafter to submit its proposals and negotiations shall begin promptly thereafter and the parties pledge their earnest effort to reach agreement prior to the Employer's budget deadline."

This proceeding is derived from the reopening of the matters in Section 28.02.

IV. THE INTERESTS AND WELFARE OF THE PUBLIC AND THE ABILITY OF THE GOVERNMENTAL UNIT TO MEET COSTS. There is no question of the ability of the City to pay the Association's offer. There is a question of willingness.

The City had an assessed value of \$136,501,242 in 1976 as compared to an assessed value of \$128,960,934 in 1975 (City Sup. Ex. C). The City's 1974 actual expenditures were \$2,757,381; and in 1975, they were \$3,029,044. The budget estimate of expenditures in 1976 was \$3,852,939 and in 1977, \$3,898,618. The tax levy was \$1,493,161. The City tax rate for 1977 was estimated to be \$10.94 per \$1,000 of assessed value as compared to \$10.50 in 1976, and \$10.65 in 1975 (City Sup. Exs. A and B). The net rate in 1976 was \$53.44 as compared to \$49.95 in 1975.

The Association's Position. The Association says that the City of Mequon is an affluent municipality and can afford to pay its police officers well. They have done so in the past, but the officers are not getting one cent more than they deserve. To pay them less than they are asking will lead to an erosion of their position which is against the interests of the municipality. The good position of the citizens financially is a strong reason why the City should pay what the officers are asking. Not many other municipalities are in such a fine financial position. Paying the officers well in the past amounted to a recognition by the citizenry of the worth of the officers.

The City's Position. The City says that when its offer is compared to other offers and to the rises in the cost of living, its offer is fair and reasonable. The City is perplexed that the policemen would reject the offer and proceed to arbitration when there are no justifications for the Association's request. It would be an abuse of the Statutes to select the Association's offer. If the interests and welfare of the public are to be preserved, if confidence in arbitration is to be kept, then the City's offer must be selected.

The Discussion. This matter of the interests and welfare of the public will be the subject of a judgment of the end of this award, after other factors have been analyzed.

V. COMPARISON OF THE WAGES, HOURS, AND CONDITIONS WITH WAGES, HOURS, AND CONDITIONS OF EMPLOYEES IN A SIMILAR SERVICE.

A. Comparison of Offers - Inclusion of Administrative Secretary in the Association's Final Offer. In the offer of the Association there is a line which lists the Administrative Secretary. In the copy of the City's offer which was presented as Appendix "B" of Investigator Karl L. Monson's report to the WERC on February 15, 1977, there is the statement repeated above to the effect that the City takes the position that the Administrative Secretary is not eligible to participate in Final and Binding Arbitration because the Secretary has no powers of arrest. The WERC sent to the arbitrator, with its order of appointment of the arbitrator, the copy of the Investigator's letter with its appendices of the two offers. These offers are what the arbitrator considers as before him. In its Order Requiring Arbitration, the Commission said in its footnote:

"On February 29, 1972, shortly before the effective date of Section 111.77, the Commission certified the bargaining unit consisting of 'all employes of the City of Mequon police department, excluding the chief and the lieutenants.' Decision No. 10712. The parties have treated the position of administrative secretary as falling within said unit. However, the Commission has consistently held that only those employes of a police department or a sheriff's department who perform duties related to the law enforcement function and who have the powers of arrest will be found to be 'law enforcement personnel.' See e.g. Waukesha County, No. 14535-A and cases cited therein. The parties in the instant proceeding have executed a stipulation that the present Administrative Secretary does not possess the required powers of arrest and therefore is not properly included in the unit."

The Association's Position. The Association did not develop a formal position on the matter of the request for pay for the Administrative Secretary in its offer. The arbitrator believes it is the position of the Association that this fact does not invalidate consideration of the whole offer.

The City's Position. The City's position is that the Association's final offer is improper and must be rejected in total because it includes 1977 wage rates for the Administrative Secretary who is ineligible to participate in, or be included in, the proceedings under Section 111.77. The City says that in its final offer it took the position that the Administrative Secretary was ineligible to participate in or be included in the proceeding, and cited the WERC decision in Waukesha County, No. 14534, but listed for bargaining purposes only the proposed rates for this employee. The Association's offer makes no distinctions or exceptions about this position. This offer clearly, unambiguously, and unconditionally includes a wage increase for the Administrative Secretary. The City also cites the order of the WERC in this case, and says that the WERC explicitly held that the Administrative Secretary is not properly included.

The City says that at no time since the decision of the WERC on March 3 did the Association request the City to agree to an amendment of its final offer to remedy the inclusion of an ineligible employee, nor did it attempt to remedy it at the hearing before the Arbitrator on May 4, 1977.

The City cites Section 111.77(4)(b) which says that

"Such advice shall also set forth the final offer of each party as it is known to the investigator at the time that the investigation is closed. Neither party may amend its final offer thereafter, except with the written agreement of the other party."

The City argues that the Association's offer, without modification, must be used by the Arbitrator in issuing his award, and cites one court decision and one decision in arbitration made by this arbitrator. The City says the Association's final offer therefore must be rejected in total since it would require the arbitrator to render an award which exceeds the jurisdiction conferred on him by Section 111.77 of the Statutes.

Discussion. This Arbitrator would feel bound to reject the Association's offer at the outset if it required him to make an award which exceeded his jurisdiction. There are two matters to be resolved here. One is whether the offers before the Arbitrator actually include the offer on the Administrative Secretary. The other is whether or not both offers include, in effect, this offer.

As to the first matter, the Arbitrator notes that the date on both offers before him as submitted to him by the Commission is February 8, 1977. The order of the Commission dated March 3, 1977, says that the parties have executed a stipulation that the present Administrative Secretary does not possess the required powers of arrest and therefore is not properly included in the unit. The Arbitrator takes this statement to mean that the form of the offer was changed by stipulation, without a new form being sent to the Arbitrator.

Further, the presence of an offer for wage rates for an Administrative Secretary in the offer of the City, even though there is a kind of a disclaimer that the Administrative Secretary is not entitled to be included in the offer, is, in the opinion of the Arbitrator, also a kind of offer, because it was listed in the offer "for bargaining purposes only", according to the Brief of the City. Since it is part of a negotiating package, the Arbitrator must look at it for what it actually is, and concludes that the City in effect has also included an offer for the Administrative Secretary. -- In effect then, if either of the offers as dated February 8, 1977 are accepted, the arbitrator would be exceeding his authority to accept either of them.

Since the Order of the WERC has a note stating that the parties stipulated that the Administrative Secretary is not in the bargaining unit, the Arbitrator believes it is within his authority to consider the offers without this feature included, and the award following is based on this condition.

B. Comparison of Offers - Basic Wages. The following tables are derived from the offers.

TABLE I.  
MONTHLY RATES OF DETECTIVE AND SERGEANT - MEQUON POLICE,  
1976, 1977

<u>Year</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
1976	\$1,244.55	\$1,293.48	\$1,349.42	\$1,412.35
1977 (Assoc.)	<u>1,317.98</u>	<u>1,369.80</u>	<u>1,429.04</u>	<u>1,495.68</u>
Increase	73.43	76.32	79.62	83.33
% Inc.	5.9	5.9	5.9	5.9
1977 (City)	<u>1,306.78</u>	<u>1,355.71</u>	<u>1,411.65</u>	<u>1,474.58</u>
Increase	62.23	62.23	62.23	62.23
% Inc.	5.0	4.88	4.61	4.40

TABLE II.  
MONTHLY RATES OF PATROLMEN

<u>Year</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
1976	\$1,013.81	1,076.74	1,132.69	1,188.62	1,244.55
1977 (Assoc)	<u>1,073.62</u>	<u>1,140.27</u>	<u>1,199.52</u>	<u>1,258.75</u>	<u>1,317.98</u>
Inc.	59.81	63.53	66.83	70.13	73.43
% Inc.	5.9	5.9	5.9	5.9	5.9
1977 (City)	<u>1,013.81*</u>	<u>1,130.58</u>	<u>1,189.32</u>	<u>1,248.05</u>	<u>1,306.78</u>
Inc.	0	53.84	56.63	59.43	62.23
% Inc.	0	5.0	5.0	5.0	5.0

\*Patrolmen hired prior to January 1, 1977, who will be paid at the Step 1 rate for a period in 1977 will receive \$1,064.50, an increase of \$50.69 or 5%.

From the foregoing tables it can be seen what the parties intend. The Union is proposing a 5.9% increase for both classifications at each step. The City is proposing to fix the wage at the entry step and thereafter, for patrolmen, to increase the wage at 5.0% for each step. It has a progressive decline in percentage increase for the classification of Detective and Sergeant by setting a uniform increase of \$62.23 across the board.

The Union's Position. The Union says that the City can and should pay the 5.9% increase across the board because the City can afford it and the officers deserve it.

As to the 5% increase vs. the 5.9% increase, the Association says that the City has recognized the worth of police officers in the past, but now there is an attempt to curtail that recognition. The Association says that the total package which the City wants the Arbitrator to look at should not be used against the officers. Information about the total package is just information only, since the contract calls only for a reopener on wages and health premiums.

It may be argued that Mequon police are well paid as policemen, but not so well paid that any officer is going to get rich. Well paid means that they are properly paid for the work performed, commensurate with the responsibilities, risks and inconvenience. The Association says that the officers are not getting one cent more than they deserve. The City can not claim an inability to pay and must be attempting to hold down wages for some other reasons. If it is doing so to keep a lid on spending or wage increases for other City employees, this is no reason to deny the officers a just increase.

The costs of the whole package are minimal and range between \$3000 and \$5000 dollars in total. This amount is so minimal that it should not be crucial in the Arbitrator's decision, since the City is not in financial distress. The sum asked is not outlandish, and some settlements have been higher and some lower. The City of Milwaukee settlement is lower, but police there can now supplement their income, and that makes them better off than police in Mequon, since Milwaukee officers are already better paid.

As to the percent increase for the Patrolmen and a fixed dollar amount for Sergeants and Detectives, Counsel for the Association feels that on the basis of his experience, this is an attempt at union busting. He does not assert that this is the City's motive. He merely says that whether or not it is the motive, it has the same effect. There are always more Patrolmen than Sergeants and Detectives, and if a unit were selfish and greedy, the majority would be looking out for themselves alone. The Association has seen the fault inherent in this and has taken a position to represent all members, not just the majority. For this they must be complimented. The viability is more important than the potential selfish gains of the majority.

As to the argument that the use of a percent increase produces an unreasonable gap between top brackets and low brackets in the future, this is an argument without merit; but if it indeed ever happens, reasonable men can correct it. The City's offer here must be judged either as change for the sake of change, or an attempt to set up a pattern for the future, neither of which reasons are palatable to the Association.

The Association has other positions on the above issue which will be related under more appropriate subject matter following.

The City's Position. The City says it has made a rough estimate that the cost of the wage package under the Association's offer would exceed the cost under the City's offer by approximately \$3,764. When roll-up costs are added, this would approximate \$4,764. The City asks what justification can be given to make the Mequon police, who are the highest paid policemen in the area surrounding Mequon, still more highly paid. The City states that there is no justification.

The City disputes the Association offer to require Sergeants and Detectives to get the same percentage increase as patrolmen. It says that the Association's sole reason is that it was done in the past. Mequon Sergeants, however, are paid considerably more than Sergeants in other communities, even higher than the difference between the pay of Mequon Patrolmen and those in other communities. The City says that this is the result when percentage increases are granted steadily. The City says that some economists say it is desirable to occasionally grant across the board dollar amounts rather than percentage increase, in order to preserve wage relationships between employees. The City says that its exhibits show that dollar amount increases for Patrolmen and Sergeants occurred in several municipalities in 1977.

The City says that the Association's offer to increase starting pay for Patrolmen is not justified. The Mequon rate was well above the average of \$991 per month in 1976 and in 1977 would be only \$9 a month less than the average of communities that have 1977 settlements. Under the Association's offer, the starting rate in 1977 would be \$51 over the average in those communities that have settled for 1977. Some other municipalities either held their 1976 starting rates or increased them slightly. The Association offered no evidence that showed the City was having difficulty recruiting policemen.

Discussion. The merits of the two offers as to basic wages alone need to be considered in light of other factors which are to be considered - comparison of wages in other municipalities, cost of living, and total wages and benefits. These matters will now be considered.

C. Basic Wages - Comparison with Those in Other Municipalities - Comparable Communities.

In making comparison of wage and benefits, it is useful to try to develop a comparable set of municipalities for reasonable comparison. Association Exhibits 2 and 3 were charted showing benefits in 31 different municipalities and counties surrounding Milwaukee. Information came from Milwaukee, Washington, Waukesha and Ozaukee County. The City in its exhibits 3 and 4 listed only Ozaukee County municipalities. The Arbitrator expressed belief that northwest and northern suburbs of Milwaukee would furnish a better comparison. Both parties furnished some information on a selected group of such municipalities although the information on department size and association size differs. The following table is derived from data furnished.

TABLE III.  
AREA, POPULATION, AND SIZE OF POLICE DEPARTMENT, AND SIZE OF POLICE ASSOCIATION,  
SELECTED NORTHWEST AND NORTH MILWAUKEE MUNICIPALITIES

City	Area Sq.Mi.	1977 Population	Dept. Personnel	Assn. Personnel
Bayside	2.2	c. 5,000	14 (16)	13 (14)
Brookfield	32	32,140	51 (51)	45 (45)
Brown Deer	4.5	13,750	20 (20)	17*(17)
Butler	1 -	2,400	7 (7)	6 (6)
Elm Grove	4	8,500	16 (16)	13 (13)
Fox Point	3.2	8,000	17 (17)	13 (12)
Glendale	6	14,000	31 (33)	27 (28)
Menomonee Falls	32	33,000	53 (53)	35 (40)
Mequon		15,460(1976)	(29)	24 (24)
River Hills	5.5	1,850	12 (12)	9 (9)
Shorewood	1.1	15,000	24 (23)	17 (19)
Wauwatosa	13	57,000	90 (88)	75 (78)
Whitefish Bay	2.2	17,000	23 (23)	17 (19)

( ) -Derived from City Sup. Ex. D.

\* 5 dispatchers

It can be seen that there is considerable disparity among listed communities as to size, population and force, making any but general comparisons very difficult.

The City used the following municipalities in Ozaukee county for its basic comparisons: Ozaukee County (deputies), Grafton, Cedarburg, Port Washington, and Thiensville.

The Arbitrator will make reference to all the groups of municipalities used by the parties.

The following information is derived from City Exhibits 3 and 4.

TABLE IV.

AVERAGE YEARLY RATES FOR PATROLMEN IN THE MUNICIPALITIES OF OZAUKEE COUNTY (DEPUTIES), GRAFTON, CEDARBURG, PORT WASHINGTON, AND THIENSVILLE COMPARED TO RATES OF MEQUON PATROLMEN

<u>Municipality</u>	1976	1977	1976	1977
	<u>Top Patr.</u>	<u>Top Patr.</u>	<u>Top Sgt.</u>	<u>Top Sgt.</u>
Ozaukee (Deputies)	\$14,100	\$14,532	\$15,540	\$15,996
Grafton	14,628	15,389	15,506	16,312
Cedarburg	13,313	14,113	14,150	14,950
Port Washington	13,764	14,868	15,060	16,164
Thiensville	14,042	14,885	15,130	15,884
Average	13,969	14,757	15,130	15,884
Mequon				
City Offer	14,935	15,681	16,948	17,695
Assn. Offer	14,935	15,816	16,948	17,948

The following information is derived from Association Exhibit 3 with some corrections (indicated in a City letter of June 10, 1977).

TABLE V.  
MONTHLY RATES FOR PATROLMEN AND SERGEANTS IN SELECTED  
MUNICIPALITIES IN THE MILWAUKEE AREA

<u>Municipality</u>	1976	1977	%	1976	1977	%
	<u>Top Patr.</u>	<u>Top Patr.</u>	<u>Inc.</u>	<u>Top Sgt.</u>	<u>Top Sgt.</u>	<u>Inc.</u>
Bayside	\$1244	1313	5.54	1357.33	1427.83	5.0
Brookfield	1165.32	1347	15.54	1363.03	1472.07	8.00
Brown Deer	1205.33	N.S.		1254.75	1326.67	5.73
Cedarburg	1109.00	1176.00	6.04	1179.18	1245.85	5.65
Cudahy	1211.06	N.S.		1387.10	1473.78	6.25
Germantown	1179	1285.00	8.99	1281.72	1397.07	9.00
Grafton	1219	1282.41	5.2	1292.17	1359	5.2
Greenfield	1230	1316	6.99	1355.00	1450	7.0
Meno. Falls	1265	1335	5.5	1335	1410	5.6
Milw. City	1365.13	1425.96	4.46	1565.38	1627.22	3.89
Muskego	1191.67	1269.17	6.5	1298.58	1383.00	6.5
New Berlin	1215.06	1281.87	5.5	1343.15	1417.03	5.5
Oak Creek	1239.00	1338.00	8.0	1328.47	1434.74	8.0
Ozaukee Co.	1175	1211	3.03	1295	1333	2.94
River Hills	1206.00	1280.00	6.14	1312.17	1390.00	5.93
Thiensville	1170.20	1240.41	6.00	1283.04	1333.33	3.92
Washington Co.	1133.60	1213.33	7.03	1218.53	1303.47	6.97
Waukesha Co.	1130	1204	6.55	1217.00	1296.00	6.49
West Bend	1119.00	1203	7.5	1284	1380	7.5

City Exhibit 8 listed 1976 rates to top Patrolmen in 25 Milwaukee area municipalities. The average top rate was \$14,569. For Mequon the rate in 1976 was \$14,935. The Mequon rate, however, was exceeded in Brookfield, Menomonee Falls, and South Milwaukee, and was \$7 more than in Bayside. The annual amounts were as follows for 1977:

Bayside	\$15,750
Brookfield	16,160
Butler	14,568
Elm Grove	15,396
Greenfield	15,792
Menomonee Falls	16,020
Muskego	15,230
New Berlin	15,383
Oak Creek	16,056
River Hills	15,360
Wauwatosa	15,546
City Offer	15,681
Assn. Offer	15,816



The Association's Position. The Association's position on basic wages in comparison to that of other municipalities is essentially that while the Union offer may be high as compared to surrounding municipalities, relationship of Mequon to Milwaukee (City) and Milwaukee County is a factor to consider. Also the percentage increases being given to Patrolmen in other jurisdictions is higher than that offered by Mequon. Milwaukee Deputy Sheriffs and Milwaukee City Police both have higher rates of pay.

The City's Position. The City says that Mequon policemen receive the highest compensation granted suburban police officers in the area. The City states that the top patrolman in 1976 received \$966 annually more than the average annual wage rate paid to Patrolmen in five other Ozaukee County municipalities. The Mequon rate was \$307 more than the next highest rate. In 1977 the Mequon rate would be \$924 more than the average rate in these municipalities, and \$292 higher than the next highest rate. The Union is proposing a rate which would be \$1,059 more than the average rate and \$427 higher than the next highest rate.

The City says that the Mequon sergeant was paid \$1,818 more than the average rate in the five other municipalities, and \$1,408 more than the next highest one. In 1977, a Mequon sergeant would receive \$1,811 more than the average rate in other municipalities, and \$1,387 more than the next highest. Under the Association's offer, these figures would be \$2,064 more than the average and \$1,636 more than the next highest.

The City also says that based on its Exhibit 8, the Mequon Patrolman was paid \$366 more than the average annual wage to top Patrolmen in Milwaukee suburban municipalities. It says that because of the large number of unsettled situations, and because four of the 11 settlements are second year settlements of two year contracts, or are imposed by arbitration, there is little probative value in the settlements; nevertheless the City's offer is \$112 more than the average settlement.

The City says that Mequon Sergeants were paid \$876 more than the average annual rate for Sergeants in Milwaukee suburban municipalities and to those communities which have settled, the City's offer is \$588 higher.

The City says that these wage rates show that Policemen in Mequon have been well treated and will continue to be well treated. No other Ozaukee community comes close, and in the whole Milwaukee area as well as the suburban area, Mequon rates will continue to be among the highest rates paid.

Discussion. From the foregoing information, it is clear that the compensation for Mequon Patrolmen and Sergeants is in advance of those in Ozaukee County and among the top levels of the Milwaukee area municipalities. The percentage of the increase offered by the City is smaller than that offered in the municipalities listed in Table 5, but this is offset by the amount of the actual dollar level at which the employees would be under the respective offers. It is the opinion of the Arbitrator that the City offer is reasonable and meets the criterion of comparability of basic wage more closely than does the Union offer.

D. Comparison of Basic Wage - Private Employment. The parties made no comparison of the wages of law enforcement officers with any one in private employment.

VI. COST OF LIVING. Association Exhibits 4, 5, and 6 relate to the Consumer Price Index, often thought of as the "cost of living." Exhibit 4, was a release dated April 21, 1977 from the Bureau of Labor Statistics of the United States Department of Labor. It reported that the CPI stood at 178.2 for March, 1977, which was a rise of 6.4% above the March, 1976 level. This was also a rise of 0.6% above February, 1977. This Exhibit also showed that the Milwaukee Index in February, 1977 stood at 173.6, a rise of 6.8% above February, 1976.

City Exhibit 13 was a set of tables of the CPI for the months of 1976. In December, 1976 the CPI stood at 174.3 or a rise of 4.3% above December, 1975.

At the hearing it was reported that in the first quarter, the CPI for U.S. cities was up 6.4% over the March level a year previous.

The City in its Brief, noted that the yearly average increase from 1975 to 1976, was 5.8%.

The Association's Position. The Arbitrator concludes that the substance of the Association's position with respect to the CPI is that the Association's offer is closer to the increase in the CPI than is the City's offer.

The City's Position. The City notes that the CPI All Cities Index was 174.3 in December, 1976. This was 4.8% more than in December, 1975. The City says that the December Index is significant since it marks the termination of the 1976 contract year between the parties. The City's offer for 1977 of .5% exceeds the rate of increase in the CPI. When the combined amount of the City's offer for wages and health premium for 1977 is compared to 1976, this comes to \$912 or an increase of 5.8%. When pension costs required by the state are added, the increase is \$1,201 or 6.4%. The City says that thus its package exceeds the CPI rise from December, 1975, to December, 1976 of 4.8%. It also exceeds the yearly average increase between 1975 and 1976, which is 5.8%.

Discussion. From the data given, one is confronted with a common situation found in comparing the percentage increase of the CPI with the percentage increases of the offers. It is possible to do as the City proposes, comparing the CPI of the last month in successive years. This the City did by comparing the indexes of December, 1975 and December, 1976, and found the increase to be 4.85%, which is less than its offer of 5.0%. Another common method is to compare the average annual increases in the years previous. Between 1975 and 1976, the average was 5.8%. This arbitrator believes that the use of monthly comparisons may produce wider fluctuations than the annual average. Thus shortly after December, 1976, the percentage increase went upward.

Applying the concept of using changes in yearly average of the CPI, the Arbitrator finds that the Association's offer of 5.9% is closer to the 1975-1976 yearly average of 5.8% than is the City's offer for Patrolmen.

It should be noted that the City's offer for Sergeant/Detective is less than 5%, graduating downward.

VII HEALTH INSURANCE. Section 111.01 of the contract which is being amended reads as follows:

"Each employee shall be covered by Health Insurance under the plan adopted by the Employer. Coverage equivalent to that in effect on January 1, 1976, will be maintained during the period of this Agreement. The Employer shall pay up to \$28.32 per month toward the cost of a single premium, and up to \$70.66 per month toward the cost of a family premium during the term of the Agreement. Upon retirement, the employee shall be permitted to participate in the City's Hospital-Surgical Medical Insurance Plan subject to the employee paying full cost of his insurance."

Repeating, Section 28.02 of this Agreement says,

"This contract may be reopened only for the purpose of negotiations on the wage rates listed on Appendix "A" to be effective in the year 1977 and on the amount of Health Insurance premium provided for in Article XI that will be paid by the Employer in 1977."

A review of the offer of the Association shows that the Association is asking for maintenance coverage equivalent to that in effect on January 1, 1977, as compared to the original language which speaks of coverage in effect January 1, 1976.

Also, whereas the original language of Section 28.02 lists dollar amounts of the premium, the Association asks for the payment by the Employer of the full amount of single and family premiums, and further that any increase of premiums during the existence of the contract should be paid by the Employer.

The City's proposal is that coverage shall be equivalent to that in effect on January 1, 1976; and that the Employer will pay up to \$33.95 per month toward the cost of a single premium and \$84.53 per month toward the cost of a family, plus any increase during 1977.

Association Exhibit 2 was a chart showing among other things the percentage of health insurance paid by various police departments in the Milwaukee area and in Ozaukee County. Data were furnished on 26 municipalities. In all but two municipalities, 100% of the health insurance was paid by the municipality.

Association Exhibit 3, listed 31 municipalities, some of the same ones were listed in Association Exhibit 2. 25 municipalities had full coverage.

City Exhibit 1 was a copy from a page of the 1975 contract. Section 11.01 stated that each employee shall be covered under a plan adopted by the Employer. Coverage was to be equivalent to that in effect on January 1, 1972, and the Employer was to assume full cost.

City Exhibit 6 was a listing of annual cost of wages and benefits of top Patrolmen in Ozaukee County municipalities, which Patrolmen had 8 years service. City Exhibit 7 was a similar chart for 1977. The following table, taken from these exhibits, is informative.

TABLE VI.  
ANNUAL COST OF FAMILY HEALTH INSURANCE FOR PATROLMEN,  
TOP STEP, 8 YEARS SERVICE, OZAUKEE COUNTY MUNICIPALITIES

<u>Municipality</u>	<u>1976</u>	<u>1977</u>
Ozaukee Deputies	851	1,076
Grafton	948	1,077
Cedarburg	772	839
Port Washington	1,150	1,150
Thiensville	1,232	1,232
Mequon	848	
City Offer, 1977		1,014
Association Offer, 1977		1,014

City Exhibit 12 compared costs of wages and benefits of Patrolmen in selected Milwaukee area municipalities in 1977. This exhibit listed 11 municipalities and Mequon. Mequon has the second lowest cost of health benefits for 1977 at \$1,014, the highest cost being \$1,257 in New Berlin.

City Exhibits 15 and 16 were copies of the contracts with Associated Hospital Service, Inc. for 1976 and 1977 respectively. The 1977 contract shows the rates mentioned in the City offer.

The Association's Position. The Association says that the reason there is a question of health insurance pay is that in 1976 there was a mid-year increase in insurance payments and the City unsuccessfully looked to the officers to pay the increase. The Association says that the City wants to insure that if there is a mid-year raise again, they will pass the cost to the officers. The Association argues that if the City knew in 1976 there would have been an increase, they would have tried to pass it on to the Association members, and they will try to do it in the future, especially for the 1978-1980 Agreement.

The Association says it can not allow this, because it is simply not fair. The testimony shows that it is quite clear that no increase is forthcoming as there are only six months remaining on the contract. Since no increase is in sight, this portion of the offer is to be used in future bargaining. The health insurance proposal is part of a reopener to gain additional coverage. No additional coverage is required here. The City therefore is using the reopener to lay the ground work for future bargaining.

If the Association were to agree to this, it would adversely affect the Association in the future. The matter should come up only when all issues are on the table. There is no need to go into what other municipalities pay in dollar amounts. All the Association is asking for is 100% coverage and that is what it deserves.

The City's Position. The City says that the Association's final offer of health insurance also contains matters which are not subject to the reopener provisions in Section 28.02. The 1976-1977 Agreement says that coverage equivalent to that in effect on January 1, 1976, will be maintained during the period of this Agreement. The Association kept the same sentence but substituted the words, "January 1, 1977."

The City points out that in comparing City Exhibits 15 and 16, the 1977 contract with AHS contains the additional coverage of "skilled nursing care" and "Mandated Benefits." Since these items were not in the contract in 1976, the proposed change in the Association's offer becomes a matter of substance. Because the changes in the health insurance coverage are not a proper subject matter for a reopener under Section 28.02 of the 1976-1977 Agreement, the Association's final offer relating to health insurance is improper.

The final offer of a party can not now be amended. It is the offer without modification that must be used by the Arbitrator in making his award. Since the Association's final offer is improper for the reason stated above, it must be rejected in total. The Arbitrator can not render an award in excess of his jurisdiction.

Further, the Association's offer on health insurance is defective because it purports to change the payment from a specified dollar amount to health insurance to a provision requiring "full" payment of the premium. The City holds that this matter of substituting a word instead of a monetary figure is not subject for a reopener. The City, pointing to Section 11.01 of the 1976-1977 Agreement, notes that it mentions dollar amounts. The City's final offer also lists specific dollar amounts, which are the same as the total premium charges in the 1977 AHS contract (City Exhibit 16). In this new contract hospital and surgical-medical rates are guaranteed for 1977, but major medical and Mandated Benefit rates are not. 1976 was the first year in recollection in which the insurance premiums were raised by AHS during a contract term. This was a raise of \$0.69 a month for a single plan and \$1.99 a month for a family plan and was required under a state law. The City agreed to pick up the increase in 1976 and is including a provision to pick up the increase in 1977.

Contrasted to this, the City says that the Association's final offer makes a drastic revision in asking that the Employer pay the "full amount." The dollar amounts would be eliminated and thus the provision would revert back to the type of provision contained in the 1976 Agreement. This type of provision, the City emphasizes, was changed to insert specified dollar premium amounts. The City says it was not the intent of the parties under the reopener provision to change the language in this way. The City says that the intent was only that if the premium went higher, the bargaining would be over the specific dollar amount.

What the Association is trying to do here is nothing more than to attempt to obtain in arbitration, what they voluntarily conceded in negotiations. This offer can not now be amended, and this offer without modification is what the Arbitrator must consider in his award. Since the Association's offer would revise the concept of the amount the City is to pay, this matter is not a proper subject to be included in this proceeding, and therefore the whole offer must be rejected in that it would require the Arbitrator to render an award which is in excess of the jurisdiction conferred on him.

Discussion. The City raises an important issue here; namely that the language of the Association's offer on Health Insurance is improper, that it would require the Arbitrator to render an award exceeding his jurisdiction, and that therefore, the whole offer must be rejected since it can not be modified. The critical matter then is whether the Association's offer does call upon the Arbitrator to exceed his jurisdiction. The City argues that the Association's proposal calls for changing the coverage by using the words "January 1, 1977" and it calls for changing a dollar amount specified for the premium to "full amount." The City says that both of these conditions are barred by the contract provisions of Section 28.02.

The Arbitrator notes that Section 28.02 says that the contract may be reopened for the purpose of negotiations on "the amount of Health Insurance premium provided for in Article XI that will be paid by the Employer in 1977." Although the Employer believes that the intent of the contract limits the parties to negotiating just about dollar amount, the Arbitrator does not find the language so limiting. The language speaks only of amount and does not state specifically that it must be expressed in dollar terms. Thus, the Arbitrator does not find the Association's offer barred on using the term "full amount" instead of dollar amount. The Arbitrator recognizes that by this means, if the Association offer is accepted, contract language which was negotiated out of the contract would be restored, but the language of Section 28.02 does not specifically bar this result.

A more difficult question is found in the use of the term "January 1, 1977" to describe coverage. The original language is "January 1, 1976." Does the Association's language change the coverage and is it therefore barred? Practically speaking, the new AHS contract is different than the one in 1976. To continue to use the term "January 1, 1976", would produce an untrue description of conditions.

In fact, the City might be held liable for conditions in the 1976 AHS contract which are not present in the 1977 AHS contract. The Arbitrator therefore regards the use of the language "January 1, 1977" as a required technical adjustment and not barred by the previous contract, and not requiring the Arbitrator to exceed his authority, if his award here were to go to the Association.

The matter then of the comparisons of the offers must be considered. The Association wants the words "full amount" in the Agreement. It equates this with 100% coverage and does not want the City to use the language of dollar amounts in future negotiations.

Looking at the City's offer, the Arbitrator finds that the offer pays the full cost of the premium and will pay increases. In effect this means "full amount" and "100%." In view of the fact that the present language includes dollar amounts, and that this type of language came from negotiation for the main contract, the Arbitrator is reluctant to disturb it, and feels that a change to unnamed amount should be reserved for future negotiations in the main clause. The Arbitrator sees no immediate problem for the Association in this, as in new negotiations all matters are subject to scrutiny.

VIII. OVERALL COMPENSATION. The City supplied five exhibits dealing with overall compensation of Patrolmen. City Exhibit 11 was a chart showing the 1976 annual cost comparison of wages and benefits of Patrolmen in the Milwaukee area. It deals with top step patrolmen with 8 years of service. In order to arrive at total compensation, the City stated basic wages, and added to this, among other things, imputed dollar values to some holidays and all vacation days. In the case of Mequon, however, there is a \$500 payment to all officers for holidays worked, so in this case, it was a cash addition. Of the 25 municipalities listed, the City's chart shows that a Patrolman at the top step with 8 years earns more total benefits and there is a larger total cost for the City of Mequon than in any other municipality. According to the City's chart, the average total benefits for the 25 municipalities is \$6,877 and the total costs to the municipality averages \$21,424. In Mequon, in 1976, the total benefits came to \$8,014 and the total costs came to \$22,949.

Reviewing specific benefits, the payment of \$120 for longevity for a top step Patrolman in Mequon with 8 years is fourth highest. In holiday pay, Mequon is lower than any other municipality, but Mequon's payment is in cash, and not simply a statement of the value of the days off. In educational incentive, Mequon, at \$1,000, is second to Cudahy. The next nearest payment is \$660. 16 municipalities make no payment for educational incentive. In pension and social security payments, Mequon is high. In number of vacation days and value of vacation, Mequon is second. In clothing allowance, Mequon is sixth. In health insurance, Mequon is low. In life insurance, the city is tied with eight other municipalities for second place, with an expenditure of \$96.

City Exhibit 12, is similar to City Exhibit 13. It lists the annual cost comparisons of wages and benefits for 1977 in the Milwaukee area. This exhibit however, lists only 11 municipalities in addition to Mequon. The chart shows that Mequon is offering total benefits higher than those obtained in the listed municipalities, and the costs to the city are higher than the costs in other municipalities. Again, a source of these differences is in the high maximum available under the educational incentive plan.

City Exhibit 6 lists the same kinds of cost of wages and benefits for the five municipalities cited before in Ozaukee County. For these municipalities, the average was \$6,517 for benefits and the total costs to the municipalities averaged \$20,486. Thus the total benefits in Mequon were higher at \$8,014; and the average cost to the City was higher at \$22,949.

City Exhibit 7, which deals with the same kinds of costs for 1977 as in City Exhibit 6, shows average total benefits for Patrolmen with 8 years service to be \$7,002 as compared to a proposed cost for Mequon of \$8,577 under the City's offer and \$8,622 under the Association's offer. Average total costs for the municipalities was \$21,263, and under the Association's offer it would be \$24,443. A factor making a large difference for most of the municipalities is the maximum to be obtained under educational incentive.

City Exhibit 5 deals more explicitly with such matters as annual worked days, clothing, holidays, vacation, longevity, life insurance, and educational incentive in Ozaukee

municipalities. As to work days, Mequon police with 253 work days have the same number of workdays as do three other Ozaukee municipalities. Clothing allowance in Mequon at \$200 is second. There are ten holidays in Mequon, more than in the other municipalities, and Mequon police get \$500 for them. The Mequon vacation plan is superior, with more days earlier than other municipalities. Longevity starts earlier in Mequon. Life insurance is similar to that in other municipalities, and as for educational incentive, four municipalities have none and only Thiensville has a plan like Mequon, \$50 a year for each three credits up to \$1000.

The Association introduced Exhibit 3, which is an extensive chart of wages and benefits given in 31 municipalities in the Milwaukee area. A careful study of this chart shows it confirms the basic information found in City Exhibit 11. It has an additional column on sick days. Mequon's provision for sick days with 12 days a year and up to 120 days to be accumulated is the pattern in 11 other municipalities. Seven municipalities offer 15 days a year, and ten offer more than 120 days accumulation. Mequon might then be said to be average in this respect.

The Association's Position. The Association grants that the officers in the City of Mequon are well paid when compared to officers' income in perhaps most of the other municipalities, but it is not a point to be used against them but is, as stated before, a strong point to give them what they ask. Mequon is an affluent or semi-affluent suburb as shown by property values and the types of citizens. The Association's offer can be met and should be met because the officers deserve it since they have earned it.

The Association also objects to going into the matter of overall compensation. It states that this matter is not to be considered or given little weight. Other benefits already have been determined in the contract, and only the matters of wage and health insurance should be considered here. To reconsider total benefits is to undermine the relationship already established.

The City's Position. The City states that the Arbitrator is not limited in this proceeding to considering only direct wage rates and health insurance premiums paid by the Employer in Mequon and other communities. The City acknowledges that this arbitration was precipitated by the wage reopener provision in the existing contract; but it says that wage rates are not set in a vacuum. The Legislature acknowledged this by placing a provision in Section 111.77(6) of the Statutes in which arbitrators are to consider overall compensation, and this may not be set aside.

As to comparison of total compensation between the Mequon police and Patrolmen and Deputy Sheriffs in Ozaukee County, the Association cites the figures from its exhibits which have been cited above to show that the total annual compensation of Mequon police is not only higher than the average, but is the highest of all.

The City in its Brief provided information for the following table.

TABLE VII.  
INCREASE IN WAGES AND HEALTH INSURANCE PREMIUM,  
MEQUON AS COMPARED TO AVERAGE IN OTHER OZAUKEE  
COUNTY MUNICIPALITIES

<u>Type of Increase</u>	<u>Ave. in other Ozaukee Muni.</u>	<u>Mequon</u>	
		<u>City Offer</u>	<u>Assn. Offer</u>
Top Patrolmen, Wage Inc.	788	746	881
Sergeant, Wage Inc.	754	747	1,000
Health Ins. Prem. Inc.	84	166	166
Top Patrolman Wage Inc. and Health Ins. Inc.	872	912	1,047
Sergeant Wage Inc. and Health Ins. Inc.	838	913	1,166
Top Patrolman Total Compensation Inc.	1,293	1,314	1,494

The City says that this shows that it is clear that the City's offer is within the range of settlements reached in other Ozaukee municipalities.

As to comparison of wages and benefits of top patrolmen in the Milwaukee area, the City cites the figures stated before and says that the average total compensation granted in the 11 communities that have settled for 1977 is \$1,316 less than the total costs to the City of Mequon in its offer. Mequon Patrolmen would still be granted the highest total annual compensation of the communities that have settled.

The Arbitrator expressed an opinion that north and west of Milwaukee would be a group more comparable to Mequon than either those solely in Ozaukee County or those generally around Milwaukee.

The City in its Brief provided some information. The information was largely supplied in previous charts. The communities included Bayside, Brookfield, Brown Deer, Butler, Elm Grove, Fox Point, Glendale, Menomonee Falls, River Hills, Shorewood, Wauwatosa, and Whitefish Bay.

The average wage rates for patrolmen in these cities was \$14,635 in 1976. Two municipalities had a higher rate than the rate in Mequon. Mequon paid \$14,935 in 1976.

Seven of these municipalities settled in 1977 for an average of \$15,543. The City offer for 1977 is \$15,681, and the Union offer is \$15,816. Two municipalities, Bayside and Menomonee Falls are settling for a higher rate than the City proposed rate.

As to total compensation for patrolmen in 1976, the average for the twelve municipalities was \$21,403. The total compensation for the Mequon Patrolman was \$22,949.

As to settlements for 1977, seven municipalities settled for an average of \$22,942. The Mequon City offer in total compensation is \$24,263 and the Union offer is \$24,443.

The average Sergeant wage rates in 1976 was \$16,235 as compared to \$16,948 in Mequon. For the seven municipalities that settled, the Sergeant wage rates will be \$17,191 in 1977, as compared to the total compensation of \$17,695 offered by the City and \$17,948 offered by the Association. The City notes the favorable conditions of Mequon Patrolmen and Sergeants in past wage rates and total compensation. It also says that because of the number of communities that have not settled, 1977 comparisons have little probative value for comparing or for ascertaining pattern of settlements, but nevertheless with the information at hand, it is clear that the City offer is well within the range of settlements made or anticipated and it "continues the Mequon policeman in his lofty economic position among other policemen in the area."

Discussion. The Arbitrator feels that he is compelled by statutory guidelines to consider over-all compensation. In reviewing the foregoing data and contentions, the Arbitrator notes that the data provided by the City shows the compensation for Mequon law enforcement officers to be near the higher end of the lists for Milwaukee area municipalities, for north and northwest Milwaukee area municipalities, and especially Ozaukee County Municipalities. The educational incentive feature in Mequon compensation tends to put Mequon at the top or near the top in total compensation. The Arbitrator, noting that a lump sum of \$1000 is entered in the calculations for Mequon police, does not know just what the average compensation for educational incentive is at present. He must, therefore, recognize that there is some distortion in the total compensation in favor of Mequon police.

Also the calculation of the value of vacation days does not give the real out of pocket cost for the City in total compensation.

Despite these factors, however, the Arbitrator believes that Mequon law enforcement officers are among the highest paid in total compensation as well as in basic salary. The Arbitrator believes that as far as comparability with other municipalities in paying for law enforcement officers, the City offer most nearly meets the criterion of comparability, since it results in a high compensation, comparably.

XI. CHANGES IN CIRCUMSTANCES DURING PENDENCY OF ARBITRATION. The Consumer Price Index on the all-cities basis was announced on June 21, 1977. It was 180.6 a rise of 0.6% over the previous month, and a rise of 6.7% over May, 1976. The Milwaukee Index stood at 178.0. In three months, from February to May, 1977, costs in the

Milwaukee area jumped 2.5%, which is an annual rate of 10%. Prices were up 7.3% over a year ago in the Milwaukee area, the largest annual increase since November, 1975 in Milwaukee.\*

Discussion. The question here is whether the Arbitrator should take into consideration the continuing inflation, which is going at a higher rate than the rates of increase proposed either by the Association or the City. Without a cost of living clause in a contract, the Arbitrator believes that it is most proper to take into consideration the average annual rise in the CPI, in this case, the average from 1975 to 1976. The average rise in 1977 can be considered in the next Agreement. To attempt to guess at the average rise for the remainder of the year is not justified. Thus, while the upward movement of the CPI is a factor for the Association, the Arbitrator believes that by following the principle of using average annual changes as a basis for comparing, the fairest solution will be achieved. His conclusions on using this principle have been stated earlier.

X. OTHER FACTORS. The principal factor here which will be discussed is workload. The following information on workload is derived from Association Exhibit 7. During the period of time shown in this table, the Mequon force, as far as bargaining unit personnel, went from 3 Sergeants, 3 Detectives and 14 Patrolmen in 1971 to 3 Sergeants, 4 Detectives and 17 Patrolmen in 1977.

(See Page 17 for "TABLE 8")

TABLE IX.  
SELECTED INFORMATION ON DEPARTMENTAL ACTIVITY, MEQUON POLICE  
1971 - 1976 - Chart 2

Area	Comparative Clearance Rates - %		Dollar Loss - Property Crimes Average per Crime - 1976	
	All Crim. Complaints	Burglary, Theft	Theft \$	Burglary \$
National	33	19	166	422
Wisconsin	38	20	133	280
Mequon	47.4	34.5	184	1144

The City supplied City Exhibit 15, which was a report of the Department of Justice, Division of Law Enforcement Services of the Attorney General of Wisconsin's office. This was entitled "Wisconsin Criminal Justice Information, Crime and Arrests - 1976. From it the City derived from this table.

TABLE X.  
OFFENSES PER 100,000 POPULATION, SELECTED MUNICIPALITIES

Ozaukee Co.	Offenses Per 100,000 Pop.	Milwaukee Area	Offenses Per 100,000 Pop.
Ozaukee Co.	1750.4	Cudahy	4749.0
Grafton	2230.0	Franklin	3899.6
Cedarburg	2189.4	Greendale	5957.4
Pt. Wash.	2319.2	Greenfield	4427.2
Thiensville	3151.0	Hales Corners	3333.0
Ave. Ozaukee Co.	2328.0	Muskego	2321.3
		New Berlin	2396.4
		Oak Creek	4149.0
		St. Francis	4308.6
		South Milw.	5042.7
		Waukesha	2841.2
		West Allis	4382.3
		West Milwaukee	7510.5
		<u>Ave. Milwaukee Area</u>	<u>3937.0</u>
		Mequon	2248.0

(Continued Page 18)

\*Milwaukee Journal, June 21, 1977.



TABLE 8  
 SELECTED INFORMATION ON DEPARTMENT ACTIVITY,  
 MEQUON POLICE DEPARTMENT, 1971 - 1976 - Chart 1

Year	Miles Patrolled	Misc. Services	Dept. Income		Compl.	Accidents	Crim. Compl.	Clearance of Crim. Compl.	Ques.
			Prop. Recov.	Cash Income					
1971	448,582	936	\$45,080	\$46,282	2859	298	167	53%	1130
1972	404,429	1205	18,836	48,857	3166	316	277	38%	1364
1973	369,347	1283	21,116	58,127	3531	348	310	36%	1596
1974	352,030	1292	41,233	61,856	3479	477	495	53%	1859
1975	419,349	1219	50,101	63,190	3766	501	503	44%	1977
1976	431,258	1450	67,410	59,000	4273	515	610	47.4%	2305

TABLE X.  
OFFENSES PER 100,000 POPULATION, SELECTED MUNICIPALITIES  
(Continued)

<u>Northern Milw. Area</u>	<u>Offenses Per 100,000 Pop.</u>
Bayside	1775.1
Brookfield	4565.6
Brown Deer	3136.7
Butler	No figures
Elm Grove	814.6
Fox Point	1571.3
Glendale	7997.6
Menom. Falls	3183.2
River Hills	No figures
Shorewood	3662.9
Wauwatosa	5357.0
Whitefish Bay	3167.8
<hr/>	
Ave. Northern Milw. Area	3523.2

The Association supplied Association Exhibit 1, a copy of the 1976 Annual Report of the Mequon Police Department from which was derived some of the information in Association Exhibit 7, shown in Tables 8 and 9.

The Association's Position. The Association noted the increase in its work load and stated that this increase in workload and in efficiency justified the increase it was asking. It states that in Mequon, the dollar value of burglaries is much higher than the national average. This is because the City has a high average income in Mequon.

The City's Position. The City states that the statistical matter in Association Exhibit 7 relating to department activity does not substantiate or justify the claim for higher pay for the highest paid policemen in the area. The City, noting that there are areas where increases might be indicated for 1977 in police activity, show increases in number of occasions only and do not relate to the time spent. Further the Association's exhibit did not present any comparisons with the activity in other departments to justify higher rates of pay. The City says that on the contrary its Exhibit 14 which shows comparative ratios of offenses and population, shows that the crime index in Mequon is one of the lowest in the area, and substantially below average. The comparative data, then, do not justify an increase.

Discussion. On the basis of the information on departmental activity, the Arbitrator does not find the arguments of the Association or of the City convincing as to why the data supports their respective positions. It is true that Mequon has a low rate of offenses as compared to other municipalities in the area. It is also true that the workload for Mequon police in number of specific events is increasing. Lacking comparative data to show how the increased workload for the average officer compares to the workload of average officers in other jurisdictions, the Arbitrator believes that a slight weight here lies with the City which shows that offenses in Mequon are not as numerous as elsewhere, even though they are increasing.

SUMMARY OF THE ASSOCIATION'S POSITION. The Association submits it has the meritorious position. When the whole contract is open for discussion in the Fall, the inroads the City is trying to gain here can properly be discussed. The matters which the City has raised are such as should not be raised in the "reopener" year of a two year contract. If that is going to be the case all Associations would be better advised to have a one year contract or have no reopener clauses at all, which should not be the case.

SUMMARY OF THE CITY'S POSITION. The City requests the Arbitrator to reject the Association's final offer in total, because of its being improper for all the reasons de-

scribed heretofore, or for any one of them. The City request that its final offer be selected because it more nearly meets the statutory guidelines of the Statutes. The City says that under the City's offer, Mequon policemen will continue to receive the highest compensation granted suburban police officers in the area, and especially in Ozaukee County. Also, the City's offer is within range of settlements in the area, and is consistent with increases in consumer prices. Selection of the City's offer is necessary to preserve the interests and welfare of the public and the integrity of final and binding arbitration proceedings. Also, the City's offer is most proper for health insurance. Further, there is no justification for additional wage increases requested by the Association on the basis of activity.

SUMMARY DISCUSSION. A summary of the analysis of individual components of each offer by this arbitrator is given here:

1. The inclusion of an offer for an Administrative Secretary, who is not an enforcement officer, does not invalidate the Union offer since information received by the Arbitrator in the Order of the Wisconsin Employment Relation Commission shows that the parties agreed to exclude this item, probably after the offers of February 8, 1977. Also, the City too mentioned this item in its offer and included it for "bargaining purposes."

2. In comparison of offers on basic wages, the Arbitrator is of the opinion that the City offer more nearly fits the statutory guidelines in that the City's offer keeps the Mequon police officers high in the lists of compensation received in the Milwaukee area municipalities, and especially in Ozaukee County.

3. In comparison of offers to the change on the Consumer Price Index, the Association offer is closer to the CPI annual average change than is the City's offer.

4. In the matter of the offers on health insurance, the Arbitrator does not find that the text of the Association's offer is barred because it used the phrase "January 1, 1977" and thereby allegedly changed coverage, and because it used the phrase "full amount" instead of dollar amounts. In the former case, the language actually reflects what is happening whereas to retain the older language would not; and in the latter case, the reopener clause does not bar it.

5. As to the substance of the offers on health insurance, the Arbitrator finds that the City is offering to pay the full cost of the premium and offers to pay any increase, which in effect means full amount. Because dollar amounts are presently in the language, the Arbitrator is reluctant to disturb this feature, reserving such change for future negotiations.

6. In overall compensation, the Arbitrator finds that the Mequon police are in the high end of the range of total compensation of police in the Milwaukee area and especially in Ozaukee County, and he believes that the City offer more nearly meets the standards of comparability.

7. As to circumstances which changed during the pendency of this proceeding, the Consumer Price Index continues to move upward. The Arbitrator believes that changes occurring in this year of 1977 should be the subject for negotiation in the next year.

8. As to Departmental activity, the information supplied shows that the departmental activities are increasing, but that Mequon has a low rate of offenses as compared to other Milwaukee area municipalities. Since there are no means of measuring comparable workloads of average police officers, the Arbitrator believes that the weight of the matter lies with the City.

10. As to the differential in percentage increases as between Patrolmen on the one hand, and Sergeants and Detectives on the other, the Arbitrator is uneasy about this feature in the City offer, but since the award here is good only for 1977, if there is a type of discrimination, this can be explored more thoroughly in the next negotiations.

CONCLUSION. The Arbitrator then comes to the conclusion that because of the fundamental fact of the City's offer resulting in a high basic rate of compensation for police officers and a high total compensation, and because the City offers to pay the total amount of health insurance costs even though stated basically in dollar amounts, this offsets the fact that its offer does not meet the rise in the Consumer's Price Index, and therefore, the City's offer should be incorporated in the Agreement of the parties for 1977.

AWARD. The offer of the City of Mequon to its officers in the Mequon Professional Policemen's Association should be incorporated in the Contract between the parties for 1977, as being closer to the statutory guidelines for final and binding arbitration.

Frank P. Zeidler /s/  
FRANK P. ZEIDLER  
Arbitrator

July 5, 1977