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ARBITRATION OPINION AND AWARD

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the Matter of Arbitration)
)
Between) Interest Arbitration - Wages
) and Sick Leave for 1979-1980
VILLAGE OF MUKWONAGO, WISCONSIN) W.E.R.C. Case IV, No. 23761,
) M.I.A. 393
And) Decision No. 16816-A
)
MUKWONAGO PROFESSIONAL POLICE)
ASSOCIATION)
)
)

Impartial Arbitrator

William W. Petrie
1214 Kirkwood Drive
Waterford, Wisconsin 53185

Hearing Held

Mukwonago Village Hall
Mukwonago, Wisconsin
May 25, 1979

Appearances

For the Employer:

William E. Soderdahl
Personnel Committee Chairman
VILLAGE OF MUKWONAGO
618 Pine Street
Mukwonago, Wisconsin 53149

For the Association:

Sergeant Raymond S. Brueser
MUKWONAGO PROFESSIONAL POLICE ASSN.
Route 3, P.O. Box 442 A
Mukwonago, Wisconsin 53149

BACKGROUND OF THE CASE

This is a statutory interest arbitration proceeding between the Village of Mukwonago, and the Mukwonago Professional Police Association.

The expired labor agreement between the parties ran from January 1, 1977 through December 31, 1978. During the course of contract renewal negotiations, the parties were able to reach agreement relative to all matters except wages for calendar years 1979 and 1980, and the appropriate sick leave allowances and procedures.

Generally speaking, the Village of Mukwonago offered wage increases of 7.5% for 1979 and 8.0% for 1980, and urged certain changes in the previous sick leave practices; the final offer of the Professional Police Association was for wages increases totaling 11.6% in 1979, 10% in 1980, appropriate increases in Sergeant's pay, and no changes in the previously existing sick leave procedures.

The Negotiations Impasse

After unsuccessful negotiations, the Association on November 21, 1978 filed a petition with the Wisconsin Employee Relations Commission, requesting statutory final and binding arbitration of the dispute. Investigator Duane McCrary was assigned to the dispute and unsuccessfully attempted to mediate the matter to conclusion. On January 21, 1979, Mr. McCrary recommended to the Commission a finding that an impasse existed, and suggested the issuance of an order requiring arbitration of the matter.

On February 6, 1979, the Commission issued findings of fact, conclusions of law, certification of the results of Mr. McCrary's investigation, and an order requiring arbitration of the dispute. On February 20, 1979, the Commission appointed the undersigned to hear and to decide the matter.

On May 25, 1979, a hearing was held in the Mukwonago

Village Hall, at which time both parties received a full opportunity to present evidence, testimony and argument in support of their respective positions. By agreement of both parties, the record remained open until June 8, 1979, for the submission of supplemental information; such information was received from both parties. Both parties had until June 23, 1979, for the optional submission of post-hearing briefs; the Village of Mukwonago submitted a post-hearing brief, while the Professional Police Association elected not to do so.

The record was closed by the Arbitrator effective June 24, 1979.

The Statutory Framework for the Proceeding

The dispute is governed by the provisions of Section 111.77 of the Wisconsin Statutes which provide in pertinent part as follows:

"111.77 Settlement of disputes in collective bargaining units composed of law enforcement personnel and fire-fighters....

* * * * *

(4) There shall be 2 alternative forms of arbitration:

(a) Form 1. The arbitrator shall have the power to determine all issues in dispute involving wages, hours and conditions of employment.

(b) Form 2. The commission shall appoint an investigator to determine the nature of the impasse. The commission's investigator shall advise the commission in writing, transmitting copies of such advice to the parties of each issue which is known to be in dispute. 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 arbitrator shall select the final offer of one of the parties and shall issue an award incorporating that offer without modification.

(5) The proceedings shall be pursuant to form 2 unless the parties shall agree prior to the hearing that form 1 shall control.

- (6) In reaching a decision the arbitrator shall give weight to the following factors:
- (a) The lawful authority of the employer.
 - (b) The stipulations of the parties.
 - (c) The interests and welfare of the public and the financial ability of the unit of government to meet these costs.
 - (d) Comparison of the wages, hours and conditions of employment of the 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 determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment."

ISSUES

In light of the fact that there was no agreement of the parties to the contrary, these impasse arbitration proceedings are governed by form 2 as described above, in Section 111.77(4)(b) of the Wisconsin Statutes. Accordingly, the authority of the Arbitrator is limited to the selection of the final offer of one of the parties, and the issuance of an award incorporating that offer without modification.

In determining which of the offers to select, the Arbitrator is governed by the statutory criteria referenced in Section 111.77(6), sub-sections (a) through (h) of the Wisconsin Statutes.

THE FINAL OFFER OF THE ASSOCIATION

The final offer of the Mukwonago Professional Police Association with respect to the wages impasse was as follows:

- (1) That the wages for the Rookie Classification and for Patrolman Steps 1, 2, 3 and 4 be increased by 11.6% for calendar year 1979, and by an additional 10.0% for calendar year 1980;
- (2) That the yearly pay for the Sergeant Classification be increased to a total of \$100.00 per month above the top paid Patrolman.

The final offer of the Association with respect to the sick leave impasse was to continue the previous program unchanged.

THE FINAL OFFER OF THE EMPLOYER

The final offer of the Village of Mukwonago with respect to the wages impasse was as follows:

- (1) That the wages for the Rookie Classification and for Patrolman Steps 1, 2, 3 and 4 be increased by 7.5% for calendar year 1979, and by an additional 8.0% for calendar year 1980;
- (2) That the yearly pay for the Sergeant Classification be increased from a total of \$750.00 above the top step for Patrolmen to a difference of \$806.25 for calendar year 1979, and \$870.75 for calendar year 1980.

Under the recently expired collective bargaining agreement, paid sick leave was earned at the rate of one day per month, up to a maximum of 120 days, with no provision for payment of accrued leave for terminating employees. The Employer's final offer with respect to the sick leave impasse was for the following changes in the previously existing program:

- (1) That accumulated sick leave credits not be paid when an employee is terminated;

- (2) That those retiring at age 62 with at least 20 years of service be paid fifty percent of their accrued, unused sick leave credits; that such employees may request the Employer to apply the unused sick leave toward the payment of medical insurance premiums until the funds are exhausted or until age 65 is reached (whichever occurs first);
- (3) That sick leave shall be recorded and used in either one-half day or one day increments; that absences of less than one-quarter day will not be recorded or paid as sick leave; that between one-quarter and one-half day absences be recorded as one-half day of sick leave and that absences of one-half day to one day be recorded as one days sick leave;
- (4) That sick leave credits not accrue for absence in excess of thirty calendar days;
- (5) That sick leave not be used for any injury which is incurred in supplemental employment;
- (6) That an employee shall substantiate the use of sick leave to the Police Chief; that no sick leave be granted for the day before or the day after a holiday or a scheduled day off without a doctor's certificate of illness (unless waived by the Chief of Police); that a medical certificate from a Physician be required for granting of sick leave in excess of three days (unless waived by the Chief of Police).

THE POSITION OF THE EMPLOYER

The major arguments advanced, and the statutory criteria cited by the Employer in support of its final offer were the following:

- (1) That the equalized valuation of otherwise comparable communities should be taken into consideration in comparing wages and benefits paid to police employees, because this relates to the financial ability criterion in the form of ability to raise potential income through taxation;
- (2) That application of the comparison criterion shows that present wages and benefits are comparable with those paid in comparable communities; that the Employer's final offer is competitive with those offered in comparable communities and with those implemented for other Village employees;
- (3) That its final offer, including both wages and benefits increases, would be more closely attuned to prospective changes in cost of living than would the Association's final offer;

- (4) That the overall level of compensation enjoyed by employees in the bargaining-unit is both excellent and competitive;
- (5) That its sick leave proposal was in response to the Association's request for pay for unused sick leave upon retirement, and that it otherwise merely reflects present practices.

On an overall basis, the Employer urged the conclusion that its final offer was more appropriate, in light of the statutory criteria, than was the Association's final offer.

THE POSITION OF THE ASSOCIATION

The major arguments advanced, and the statutory criteria cited by the Association in support of its final offer were the following:

- (1) It cited the financial ability criterion in that no showing was made that the Village lacked the resources to pay the increases requested by the Union;
- (2) It cited the comparison criterion, suggesting that it showed that those in the bargaining-unit were presently receiving wages and benefits below those received by police in comparable communities; it also suggested that wage increases in the bargaining-unit were below those granted to other village employees;
- (3) It urged the conclusion that the purchasing power of wages in the bargaining-unit had been eroded by some 24.5% over the past five years due to increases in cost of living, that outstripped the amounts of wage increases since 1975; it also suggested that its final offer was more closely attuned to anticipated 1979 and 1980 increases in the consumer price index for Milwaukee Metropolitan Area employees;
- (4) It argued that the overall level of compensation presently received in the bargaining-unit was not as competitive as might be the case, citing several selected communities for illustrative purposes;
- (5) In connection with the Employer's sick leave proposal, it opposed any changes due to the Employer's certification proposal requiring a doctor's excuse after one sick day; it urged the conclusion that such a requirement would be discriminatory in that no other Village employee was required to meet the test, and suggested that it would place a monetary penalty upon any officer who was sick for only a single day.

On an overall basis, the Association urged the conclusion that its final offer was more appropriate in light of the statutory criteria than was the Employer's final offer.

FINDINGS AND CONCLUSIONS

In connection with the wage impasse, there were two major areas of consideration addressed by the parties, the adequacy of present wages and the appropriate future wage increase for those in the bargaining-unit.

The Comparison Criterion

Both parties emphasized comparisons in their presentations to the Arbitrator, which is quite typical. The comparison factor is generally regarded as the most important, and the most relied upon of the various statutory criteria. This point was well enunciated in the following extract from 1./ the authoritative book by Elkouri and Elkouri:

"Without question the most extensively used standard in 'interests' arbitration is 'prevailing practice'. This standard is applied, with varying degrees of emphasis, in most 'interests' cases. In a sense, when this standard is applied the result is that disputants indirectly adopt the end results of the successful collective bargaining of other parties similarly situated. The arbitrator is the agent through whom the outside bargain is indirectly adopted by the parties."

The following thoughts of Irving Bernstein in his excellent 2./ book dealing with wages arbitration also bear repeating:

"Comparisons are preeminent in wage determination because all parties at interest derive benefit from them. To the worker they permit a decision on the adequacy of his income. He feels no discrimination if he stays abreast of other workers in his industry, his locality, his neighborhood. They are vital to the union because they provide guidance to its officials upon what must be insisted upon and a yardstick for measuring their bargaining skill. In the presence of internal factionalism or rival unionism, the power of comparison is enhanced. The employer is drawn to them because they assure him that competitors will not gain a wage-cost advantage and that he will be able to recruit in the local labor market. Small firms (and unions) profit

for comparison purposes.

The Employer urged that comparisons are most meaningful when three basic factors are kept in mind:

- (1) It suggests that population is a very meaningful factor, in that the incidence of major crimes such as rape, murder, armed robbery, etc. are much higher in densely populated areas; the exposure of police officers to potential injury, it contends, is also much higher in more heavily populated areas;
- (2) It urges consideration by the Arbitrator of the equalized valuation of the various municipalities, suggesting that those with a high ratio of equalized valuation to population can better afford to pay their personnel higher wages;
- (3) Lastly, it urges major consideration of proximity to the particular area in which the Village of Mukwonago is located.

In connection with the population factor, the Employer cited a list of municipalities falling within an approximate fifty mile radius of Mukwonago, and which had population ranges between 2,500 and 9,999. It emphasized that Mukwonago's top step police wages in 1978 were about \$1,000 per year higher than the average for the group, and that the 1978 Sergeant's wages in Mukwonago were over \$600 per year higher than average.

In connection with the equalized valuation consideration, the Village suggested that communities such as Chenequa, Delafield and Butler should be excluded from major comparison consideration due to the fact that they have higher equalized valuation per population than does Mukwonago.

In looking only to municipalities that are in close proximity to Mukwonago, the Employer urged the conclusion that its 1979 offer placed it into a competitive position with the 1979 police wages in these communities.

The Association emphasized comparisons within a single County and within the Milwaukee metropolitan area, suggesting that the Association's final offer would bring it closer to the average paid to other police officers in this comparison area. It also criticized some of the Employer's comparisons, suggesting that some were selective, and some were outside of

the fifty mile radius suggested by the Employer for comparison purposes. It urged consideration of a revised listing of communities within the fifty mile radius, but excluding those that were not included in the United States Department of Labor's Consumer Price Reports for metro urban areas.

In analyzing the positions of both parties relative to the appropriateness of the comparisons offered, I find that neither is totally persuasive to the Arbitrator. The Employer's argument that a fifty mile radius, and population ranges between 2,500 and 9,999 should be used is logical; but its exclusion of certain of the communities due to equalized valuation considerations is not persuasive, in light of the fact that the Employer's inability to pay is not being urged in these proceedings. On the other hand, the Association's contention that only those municipalities falling within the Milwaukee metropolitan area should be considered is most illogical; police activities in the Village of Mukwonago are far removed from the City of Milwaukee, both functionally and geographically, and the arbitrary grouping of counties and communities used by the Department of Labor for measurement of movement in the Consumer Price Index does not change these essential facts.

The Arbitrator finds that the most meaningful comparisons, as far as past wages for police officers are concerned, is found in a combination of the approaches offered by both parties. Accordingly, the Arbitrator has analyzed the data submitted by both parties relative to communities with populations of 2,500 to 9,999, within a fifty mile radius of Mukwonago.^{3./} This data shows an average low salary for 1978 of \$12,603, an average high salary of \$14,257, and an average sergeant's salary of \$15,724; thus the Employer in 1978 was low \$1403 per year at the low end of the wage structure, high by an average of \$671 per year at the high side of the schedule, and a total of \$46.00 per year below the average

paid for sergeants.

On the basis of the above comparison, it is apparent that the yearly wages paid to Mukwonago police officers in 1978 did not differ significantly from those paid by comparable communities.

Despite the importance of comparisons, the parties presented a relative paucity of information relative to 1979 and 1980 wage increases in comparable communities. The following information was available from the material submitted by either or both parties:

- (1) Oconomowoc Patrolmen received an approximate 7.55% increase from \$15,420 in 1978 to \$16,584 for 1979;
- (2) The City of Waukesha granted an approximate 7.55% increase to a yearly salary of \$16,884.60 for the year 1979;
- (3) The Village of East Troy had a salary increase of approximately 7.5% in 1979 to a total of \$13,965.50.

The Employer suggested that salary increases granted throughout the nation averaged seven to eight percent rather than ten to twelve percent, but offered no identification of the source of such information.

To the extent that comparison data are available relative to 1979 wage increases in general, the information would tend to support the Employer's rather than the Union's final offer.

The Cost of Living Criterion

This statutory criterion is much in the minds of consumer, employee and employer alike. In any labor contract negotiations, particularly those involving multi-year contracts, the parties give considerable attention to past and to prospective changes in the consumer price index, and its impact upon such things as employee salaries.

The basic position of the Association was that it had suffered considerable erosion in purchasing power during the past six years, and that its proposed wage increases are

needed to keep pace with anticipated increases in consumer prices during 1979 and 1980. In support of these contentions, the Association presented the following Milwaukee area data for the month of May each year, and computed upon a 1967 base of 100.

<u>Year</u>	<u>C.P.I. Index</u>	<u>C.P.I. Increase s</u>	<u>Wage Increases</u>
1973	133.1	7.8%	3.5%
1974	147.7	14.6%	4.5%
1975	161.2	14.5%	11.0%
1976	170.5	9.6%	10.0%
1977	180.6	10.1%	6.0%
1978	189.5	8.9%	6.0%
		+65.5%	+41.0%

The Union suggested that the above six year period showed a disparity between price increases of 65.5% and wage increases totalling only 41.0%. The Union has only received one wage increase in six years that was above the C.P.I. increase for that year, it argued, suggesting that it only wanted to keep up with or stay near cost of living increases with its wage demands.

The Employer conceded the problems associated with inflation, but suggested that its proposal would be a more reasonable figure, when total cost factors were taken into consideration. It urged consideration by the Arbitrator of two major factors:

- (1) First of all, it suggested that medical costs are a significant element in the C.P.I. figures cited by the Association; in light of the fact that the Village pays the entire cost of medical insurance, it suggests that the real cost of living increases for bargaining-unit employees are less than would otherwise be the case;
- (2) Secondly, it suggests that the total costs of its package offer, are a 9.3% increase for 1979 and a 8.6% package for 1980. These figures, it suggests are closer in line with cost of living increases than the Association's final offer.

In addressing attention to the May 25, 1979 Consumer Price Index statistical release included by the Association in its post-hearing exhibits, the impact of medical figures can be readily perceived. In the Milwaukee figures for Urban Wage Earners and Clerical Workers for January, 1979,

for example, the all items C.P.I. was reported as 201.6 based upon a 1967 base period of 100. In looking to the individually reported items, the following figures were reported:

Food and Beverages = 218.5;
Housing = 199.4;
Apparel and Upkeep = 171.1;
Transportation = 194.4;
Medical Care = 231.2.

Medical costs have far outstripped the rate of increase in costs attributable to the other categories. In light of the fact that medical cost increases for those in the bargaining-unit are largely paid by Employer paid medical insurance, it is quite apparent that the rate of inflation actually experienced by those in the bargaining unit is somewhat less than the overall figures and the overall increases cited by the Union.

In further considering the cost of living criterion, the Arbitrator must observe that the data submitted by the Association for the years 1973 through 1977 was misleading in certain significant respects. In computing the C.P.I. increases, the Union continued to record percentage increases based upon a 1967 base of 100, which considerably overstated the actual percentage increases! An increase from 133.1 in 1973 to 147.7 in 1974, for example, is an actual increase of 10.96% rather than 14.6%. Correction of the percentage increases in the C.P.I. for the various years, results in the following corrected comparisons:

Instead of the figures suggested by the Association, therefore, wage increases in the bargaining-unit for the period shown above, have remained very close to the actual increases in the C.P.I. for the years shown. During the past four years, the data submitted by the Union shows that the negotiated wage increases have been approximately 7% greater than the C.P.I. increases! Post-hearing supplemental information submitted by the Association shows that by the end of calendar year 1978, prices had climbed to just above the 200 mark, an additional increase in the range of approximately 6%. It is apparent, therefore, that real wages in the bargaining unit have kept pace with the recent rises in the C.P.I. cited by the Association. While increases in cost of living for 1979 and 1980 will have to be taken into consideration, the Arbitrator does not find that the need for extraordinary, catch-up wage adjustments based upon past C.P.I. increases has been established.

The Association also cited prospective increases in 1979 and in 1980 consumer prices in support of its request for 11.6% and 10% increases in wages in the bargaining-unit. The Employer cited the aforementioned information relative to the medical component of the C.P.I., and urged consideration by the Arbitrator of the fact that the actual cost of its final offer was 9.3% the first year and 8.6% the second year. In arriving at the higher figures, the Employer cited the following additional 1979 and 1980 commitments, ranging in cost from \$228.16 to \$267.71 per employee the first year and from \$71.21 to \$100.02 per employee the second year.

1979
 Dental Insurance = +\$81.96
 Holidays = +\$47.40 to \$63.41
 Retirement = +\$48.80 to \$82.31
 Raingear = +40.00

1980
 Holidays = +\$3.79 to \$5.32
 Retirement = +\$67.42 to +\$94.70

Properly excluded from the above figures were the increases in Social Security payments, which impact on both parties.

The Arbitrator agrees that the above factors must be taken into consideration in considering the prospective increases necessary to keep pace with anticipated increases in cost of living.

It is most difficult, if not impossible for contract negotiators and for arbitrators to confidently predict future movement in consumer prices. Those negotiating collective agreements can use a variety of approaches to eliminate guesswork and to preserve equity; such approaches include devices such as cost of living escalation, wage reopeners, short term agreements, and various other techniques.

The Arbitrator in the case before him has little flexibility, in that he is faced with the need to select the final offer of one of the two parties in its entirety. The Employer is offering a 15.5% wage offer and an approximate 18% total package over two years, while the Association is demanding 21.6% in wages alone, plus the additional costs of dental insurance, holidays, retirement and raingear as referenced above, which would raise the figures to almost 24% for two years. When the previously referenced factors relating to medical costs are considered, it is the Arbitrator's conclusion that the Employer's rather than the Association's final offer is more closely attuned to cost of living considerations.

The Overall Level of Compensation Criterion

The last of the statutory criterion that was significantly argued by the parties in connection with the wages impasse, was that relating to the overall level of compensation of those in the bargaining-unit

In support of the conclusion that the employees in question have enjoyed an outstanding program of overall compensation, the Employer cited an average yearly cost of

\$5,796 per Officer for 1978, rising to \$6,700 per year in 1979 for fringes, and alleged as follows:

- (1) That the Village provides one of the best hospital and medical insurance plans available, and that it also provides life insurance, all at no cost to the Officers;
- (2) That the Village contributes 7% of the members' earnings each year into a retirement plan;
- (3) That the Village's programs of paid vacation, sick leave, bereavement leave, 9 paid holidays, injury pay, uniform allowance, longevity pay and FICA place it in a very competitive overall benefits position.

In support of the conclusion that the overall level of compensation should be a significant consideration in these proceedings, the Association cited information indicating that the municipalities of Chenequa, Delafield, Butler, Pewaukee and Hartland were superior to the Village of Mukwonago in certain programs in 1978.

The Arbitrator must observe that the overall level of compensation criterion was not given major emphasis by either of the two parties to this proceeding. I have examined the evidence submitted by both parties, and have concluded that the Employer's overall level of compensation is reasonably competitive with other comparable employers, and should not impact in any major way on the resolution of the wages and sick leave impasses.

In connection with the sick leave impasse, the parties presented relatively little in the way of evidence and argument.

The Employer cited the fact that the Association had requested modification of the previous agreement to provide for payment of unused sick days upon retirement. In response to this demand, the Employer counterproposed the payment of a portion of unused sick leave to eligible retirees, suggested certain exclusions, and proposed certain substantiation requirements. It suggested that such requirements were spelled out in at least one other police labor agreement, and that they actually reflected no changes in actual past practice.

The Association formally rejected the Employer's sick leave proposal in its final offer of January 22, 1979. It attempted to modify its final offer by withdrawing its objection to the sick leave proposal at the hearing of May 25, 1979, but this change in its final offer was not agreed to by the Employer. In its supplemental information and arguments submitted after the hearing, it articulated its continuing objection only to the requirement of a Doctor's excuse after a holiday or a scheduled day off.

The Arbitrator has reviewed the sick leave impasse against the various statutory criteria and has reached the conclusion that a persuasive case is not indicated for either the Employer or the Association in connection with the sick leave impasse. Accordingly, and in light of the fact that the Arbitrator's authority is limited to selection of the final offer of either party in its entirety, the resolution of the sick leave impasse is dependent upon the resolution of the more extensively argued wages impasse.

PRELIMINARY CONCLUSIONS

Based upon a full consideration of the evidence and arguments of both parties as compared against the statutory criteria spelled out in Section 111.77 (6) (a) through (h), the Impartial Arbitrator has reached the following basic preliminary conclusions:

- (1) A comparison of the wages, hours and conditions of employment of the employees involved in this arbitration with those of other employees in comparable public employment favors the final offer of the Employer;
- (2) Consideration of recent past and anticipated future increases in the cost of living, favor the final offer of the Employer;
- (3) Consideration of the remaining statutory criteria do not materially favor the position of either party in these proceedings.

Footnotes

- 1./ Frank and Edna Elkouri, How Arbitration Works, Bureau of National Affairs, Third Edition - 1973, page 746.
 - 2./ Irving Bernstein, The Arbitration of Wages, University of California Press - 1954, page 54.
 - 3./ Bayside, Burlington, Butler, Columbus, Delafield, Delavan, Edgerton, Elkhorn, Elm Grove, Evansville, Fox Point, Fort Atkinson, Germantown, Grafton, Hales Corners, Hartford, Hartland, Horicon, Jefferson, Milton, Mukwonago, Pewaukee, Saukville, Stoughton, Thiensville, Twin Lakes, Union Grove, West Milwaukee.
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AWARD

Based upon a careful consideration of the entire record before him, and pursuant to the various arbitral criteria provided in Section 111.77(6)(a) through (h) of the Wisconsin Statutes, it is the decision of the Arbitrator that:

- (1) The final offer of the Village of Mukwonago is the more appropriate of the two offers before the Arbitrator;
- (2) Wages for the Rookie Classification and for Patrolman Steps 1, 2, 3 and 4 should be increased by 7.5% for calendar year 1979, and by an additional 8.0% for calendar year 1980;
- (3) Yearly pay for the Sergeant Classification should be increased from \$750.00 above the top step for Patrolmen to a difference of \$806.25 for calendar year 1979, and by an additional 8.0% for calendar year 1980;
- (4) Article X of the agreement, entitled Sick Leave, should be modified to provide as follows:

"Accumulated sick leave credits are not paid when employment is terminated.

Employees who retire at age 62 shall be paid fifty (50) percent of their accrued unused sick leave credits, provided the employee has at least twenty (20) years of creditable service with the Village of Mukwonago.

Employees eligible to be paid accrued, unused sick leave as stated above may request the Village to retain such funds and pay medical insurance premiums from such funds until exhausted or until the employee reaches age 65, whichever occurs first.

Recording the use of sick leave will be based on one-half ($\frac{1}{2}$) or one (1) day. Absence of less than one-quarter ($\frac{1}{4}$) day shall not be recorded or paid as sick leave; between one-quarter ($\frac{1}{4}$) and one-half ($\frac{1}{2}$) day, one-half ($\frac{1}{2}$) day will be recorded; between one-half ($\frac{1}{2}$) day and one (1) day, one (1) day will be recorded.

Excluded Uses:

Sick leave credits shall not accrue for absences in excess of thirty (30) calendar days.

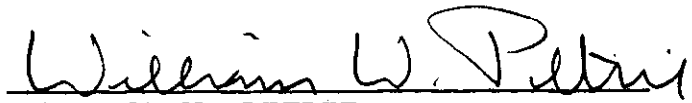
Injury incurred in supplemental employment.

Substantiation:

An employee shall substantiate the use of sick leave to the Police Chief.

No sick leave allowance will be made for the day before or after a holiday, or scheduled days off, without presenting a doctor's certification of illness; but, the Chief of Police at his discretion, can waive the need for a doctor's certificate of illness.

The Chief of Police shall require a medical certificate from a physician to justify the granting of sick leave in excess of three (3) days; but the Chief, at his discretion, can waive the need for a doctor's certificate of illness."



WILLIAM W. PETRIE
Impartial Arbitrator

July 23, 1979
Waterford, Wisconsin