

RECEIVED

JUL 29 1980

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

In the Matter of Final and Binding Arbitration :  
Between : Case XX  
WEST MILWAUKEE PROFESSIONAL POLICEMEN'S : No. 25605  
ASSOCIATION : MIA-475  
and : Decision No. 17745-A  
VILLAGE OF WEST MILWAUKEE :  
(POLICE DEPARTMENT) : AWARD

I. HEARING. A hearing in the above entitled matter was held on June 3, 1980, at the West Milwaukee Village Hall, 4755 W. Beloit Road, West Milwaukee, Wisconsin.

II. APPEARANCES.

JOHN H. LAUERMAN, Attorney,  
appeared for the Association

ROGER E. WALSH, Attorney, LINDNER, HONZIK, MARSACK, HAYMAN &  
WALSH, s.c., appeared for the Village

III. NATURE OF PROCEEDINGS. This is a matter of final and binding final offer arbitration under Section 111.77 of the Municipal Employment Relations Act of the State of Wisconsin. The West Milwaukee Professional Policemen's Association filed a petition with the Wisconsin Employment Relations Commission on January 14, 1980, requesting that the Commission initiate compulsory final and binding arbitration pursuant to Section 111.77 (3) of the MER Act to resolve an impasse between it and the Village of West Milwaukee (Police Department). The impasse had arisen in collective bargaining affecting wages, hours and conditions of employment of supervisory law enforcement personnel. An investigation was conducted by William C. Houlihan of the Commission's staff on February 25 and March 27, 1980. As a result the Commission found that an impasse within the meaning of Section 111.77 (1) of the Act existed. The Commission certified that conditions precedent to the initiation of such bargaining existed, and ordered final and binding interest arbitration. The parties having selected Frank P. Zeidler, Milwaukee, Wisconsin, as arbitrator, the Commission appointed him on April 28, 1980.

IV. THE FINAL OFFERS.

A. The Association's offer.

WAGES: Wage increase of eight (8%) per cent commencing January 1, 1980, through June 30, 1980; additional three (3%) per cent wage increase commencing July 1, 1980, through December 31, 1980. Increase applies to Top Patrolman Pay, Sgt., Detective & Juvenile Officer/Detective.

B. The Village offer.

"The Village proposes that the provisions of the 1978-79 contract between the parties be continued for 1980 as modified by the provisions listed in the Agreed Items dated March 10, 1980, and as provided below:

"Article IV - Salaries

"Revise 4.01 to read:

"4.01 - Effective January 1, 1980, the salaries of the employees shall be established as follows:

<u>"Title</u>	<u>Monthly Salary</u>
<u>"Sergeant of Police, Detective Juvenile Officer/Detective</u>	
"1st Year	\$1,675.18
2nd Year	\$1,735.28
<u>"Patrolmen</u>	
"1st Year	\$1,200.00
2nd Year	\$1,300.00
3rd Year	\$1,400.00
4th Year	\$1,500.00
5th Year	\$1,601.81

"13.01(a) Employees are granted the following paid holidays which may be incorporated as ten (10) additional days into their vacation allowance or may be taken as individual days at the election of the employee subject to the approval of the Chief of Police:

- "a. New Years Day
- b. Good Friday
- c. Memorial Day
- d. Independence Day
- e. Labor Day
- f. Thanksgiving Day
- g. December 24th (Christmas Eve)
- h. Christmas Day
- i. December 31st (New Years Eve)
- j. One (1) floating holiday

"(b) An employee must either take time off on at least four (4) of the above ten (10) holidays by July 10th of the year or he will be paid in cash at his regular rate for the balance of such four (4) holidays which are not so taken off. Such payment will be based on eight (8) hours pay for each full day holiday and will be paid on the first pay period date in August of that year. The other six (6) holidays are to be taken off during the year. (Note: This subparagraph (b) will become effective December 31, 1980)."

V. FACTORS CONSIDERED. The following is found in Section 111.77 (6) of the Wisconsin Statutes:

"(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 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."

VI. LAWFUL AUTHORITY OF THE EMPLOYER. There is no issue here concerning the lawful authority of the Employer to meet either offer.

VII. STIPULATIONS OF THE PARTIES. There are no special stipulations of the parties which require consideration here.

VIII. THE INTERESTS AND WELFARE OF THE PUBLIC AND THE FINANCIAL ABILITY OF THE UNIT OF GOVERNMENT. There is no issue of ability to pay. The issues of the interests and welfare of the public are bound together with the other issues in a general way, the Employer holding that it is not in the interests of the public to have to pay more than the Village is offering.

IX. COMPARISON OF WAGES.

A. Comparable Districts. The matter concerns the issue of wages and conditions for three Sergeants, two Detectives and ten Patrolmen in the current service. There are two vacancies in the rank of Patrolman.

B. Districts listed for Comparison. The following table shows the municipalities listed by the Association and the Village for comparison purposes:

TABLE I

MUNICIPALITIES USED FOR COMPARISON BY THE PARTIES

Municipality	Association List	Village List
Bayside	X	X
Brookfield	X	X
Brown Deer	X	X
Butler		X
Cudahy	X	X
Elm Grove	X	X
Franklin	X	X
Fox Point	X	X
Germantown	X	X
Glendale	X	X
Grafton	X	X
Greendale	X	X
Greenfield	X	X
Hales Corners	X	X
Menomonee Falls	X	X
Mequon	X	X
Muskego		X
New Berlin	X	X
Oak Creek	X	X
River Hills	X	X
St. Francis	X	X
Shorewood	X	X
South Milwaukee	X	X
Wauwatosa	X	X
Whitefish Bay	X	X
West Allis	X	X
West Milwaukee		

Village Exhibit 5 gave certain statistical information on the municipalities compared. This was supplemented by information in appendix "A" of the Village Brief. The information has been grouped by the arbitrator to fit within ranges. The groupings are given herewith.

A. Population, 1978

Population under 2,000: River Hills.

Population 2,000 to 9,000: Bayside, Butler, Elm Grove, Fox Point, Hales Corners, West Milwaukee.

Population 9,000 to 20,000: Brown Deer, Franklin, Glendale, Greendale, Mequon, Muskego, Shorewood, St. Francis, Whitefish Bay, Oak Creek, Grafton, Germantown.

Population 20,001 to 35,000: Cudahy, Greenfield,

Menomonee Falls, New Berlin, South Milwaukee, Brookfield.

Population above 50,000: Wauwatosa, West Allis.

B. Total Bargaining Unit Employees

Under 10: Butler, River Hills, Hales Corners.

11 to 20: Bayside, Brown Deer, Elm Grove, Fox Point, Muskego, St. Francis, Whitefish Bay, West Milwaukee, Grafton, Germantown.

21 to 35: Cudahy, Glendale, Greendale, Mequon, South Milwaukee, Oak Creek.

Above 35: Greenfield, Menomonee Falls, New Berlin, Wauwatosa, West Allis, Brookfield.

C. % Change in Population 1974-1978

Below -10.0%: West Milwaukee (-19.9%), Shorewood (-11.8%).

-10.0% to -5.0%: Butler, Wauwatosa, West Allis, Whitefish Bay.

-5.0% to 0.0%: Cudahy, Fox Point, South Milwaukee, St. Francis.

0.1% to 5.0%: Bayside, Glendale, Menomonee Falls, River Hills.

5.0% to 10.0%: None.

10.0% to 20%: Brown Deer, Elm Grove, Greendale, Hales Corners, Brookfield, Oak Creek.

20% to 35%: New Berlin, Muskego.

35% to 50%: Franklin, Greenfield, Mequon, Grafton, Germantown.

The Village did not include the municipalities of Germantown and Grafton in its original exhibits, but included them in its brief, accepting them for comparison also.

Discussion. It is apparent that the parties are in substantial agreement as to municipalities which they use for comparison. This should mean little difficulty for the arbitrator except for certain factors - those of regional proximity, of size, and of property valuation. An examination of the groupings arranged on the previous page is instructive. No municipality has experienced the population loss of the Village of West Milwaukee since 1978. In groupings on population, bargaining unit employees, change in population, West Milwaukee is in categories chiefly with northern suburbs. The arbitrator considers such comparisons less satisfactory than regional groupings within Milwaukee County which he considers as being more nearly comparable. Thus while the use of police departments, excluding the Milwaukee Police Department, within and around the fringes of Milwaukee County has value, there is a greater interaction existing between the municipalities in southern Milwaukee County. The arbitrator considers, then, the conditions in the following municipalities to afford the greatest degree of comparability with the conditions in West Milwaukee:

Cudahy, St. Francis, Greenfield, Greendale, Hales Corners, and West Allis. Size is indeed a factor, but West Allis, though much larger, has a substantial interaction with West Milwaukee in school district matters.

X. COMPARISON OF WAGES - BASE WAGES

A. Comparison of offers.

The following table summarizes the wage offers:

TABLE II

FINAL ANNUAL WAGE OFFERS, TOP SERGEANT AND  
PATROLMAN AND PERCENTAGE INCREASES

Year	Association Offer				Village Offer			
	Sgt.	% Inc.	Patr.	% Inc.	Sgt.	% Inc.	Patr.	% Inc.
1978								
1/1	1,480		1,366		1,480		1,366	
7/1	1,502		1,386		1,502		1,386	
aver.	1,491		1,376		1,491		1,376	
1979	1,592	7.0(1) 6.0(2)	1,470	7.0(1) 6.0(2)	1,592	7.0(1) 6.0(2)	1,470	7.0(1) 6.0(2)
1980								
1/1	1,719	8.0	1,588	8.0	1,735	9.0	1,601	9.0
7/1	1,770	3.0	1,636	3.0	1,735	9.0	1,601	9.0
aver.	1,745	9.6	1,612	9.6				

- (1) Increase average
- (2) Increase over top rate at 7/1/79

The Association Exhibits 1-6 provided comparisons of the salaries received in the past by top Patrolmen in comparison to other metropolitan districts from which the salary rank of West Milwaukee could be obtained. The following table is abstracted from these exhibits:

TABLE III

RANK OF WEST MILWAUKEE TOP PATROLMAN MONTHLY SALARY  
AMONG SELECTED MILWAUKEE METROPOLITAN POLICE DEPARTMENTS,  
1976-1980

Year	Salary	Rank	No. of Municipalities in List
1976	1,236	6	22
1977	1,300	8	25
1978	1,386(3)	10	25
1979	1,470	14	25
1980(1)			
Village	1,588	11(2)	23
Assn.			
Aver.	1,612	11	
7/1 (top)	1,636	4	

- (1) Data from Table II
- (2) Excludes Assn. offer
- (3) Top rate after 7/1/78

Among the municipalities of Cudahy, Greendale, Greenfield, Hales Corners, St. Francis, South Milwaukee, West Allis, and West Milwaukee, the West Milwaukee salary was first in 1976, second in 1977, fourth in 1978, and sixth in 1979. In 1980, the Village offer would maintain the position of West Milwaukee as sixth. The Association average salary (actual pay received) would also keep West Milwaukee in sixth place. If the salary after July 1, 1980, as proposed by the Association were annualized, the Association would achieve third rank among this group.

Village Exhibit 6 provides information similar to that found in Association Exhibits 4 and 6. The Village used 22 other municipalities for comparison. According to the exhibit, the pay of top Patrolmen in the Village was 11th in rank. The average shown was \$1,466 per month for the 22 other municipalities. This compared to the Village pay of \$1,470 per month.

For 1980, the exhibit shows that under the Village offer at \$1,602, the Village would rank 10th among 22 municipalities. Under the Association offer in average wage, the Village would also rank 10th at a \$1,611.50 average salary per month. The Association offer for top salary at \$1,635 achieved in its step proposal for 1980 would place the Village in 3rd place among the 22 districts. Both the Village offer at \$1,602 per month, and the Association offer at \$1,611.50 average would exceed both the average cost and average top rate.

Village Exhibit 6 shows that the dollar increase offered by the Village is \$132 per month. This exceeds the average cost of increase for the other municipalities which is set at \$127. It is one dollar lower than the average rate increase of \$133.

The average percentage increase in cost for the 22 municipalities was 8.7% as compared to the cost of the Village proposal at 9.0% and the Association offer of a 9.6% increase. The average increase in top rate for the 22 municipalities is 9.1%. The proposed rate increase for the Association offer on rate is 11.2%.

Association Exhibit 5 showed an average gain of \$3,053.84 from 1976-1979 for 22 municipalities including West Milwaukee. The gain of a top Patrolman between 1976 and 1979 was \$2,804.60, or \$249.24 less, or 8.2% less than the average gain. The average gain in West Milwaukee was the lowest of the eight districts the arbitrator considers most comparable.

Association Exhibit 7 showed that in 1979 the West Milwaukee starting Patrolman salary of \$12,221.12 was 24th in a list of 25 municipalities.

#### B. Total Base Wage Cost.

The following table is derived from Association Exhibit 14:

TABLE IV  
ASSOCIATION VS VILLAGE OFFER

Association Offer:

9.60% increase for 10 patrolmen	\$193,275.21
9.60% increase for 5 Det/Sgt	<u>104,689.92</u>
Total Increase	\$297,965.13

Village Offer:

9.00% increase for 10 patrolmen	\$192,217.14
9.00% increase for 5 Det/Sgt	<u>104,116.80</u>
Total Increase	\$296,333.94
Additional Holiday	<u>1,140.00</u>
Total Increase	\$297,473.94

Difference: \$491.19

C. Comparison with other Employees of West Milwaukee.

The following table is derived from Association Exhibit 13, with certain changes made after testimony as to what is being compared:

TABLE V  
VILLAGE OF WEST MILWAUKEE  
MUNICIPAL EMPLOYEE SALARY COMPARISON  
1975 - 1979

FIRE-FIGHTERS

<u>Year</u>	<u>Mo. Salary</u>	<u>Per Cent Increase</u> <u>Cost</u>
1975	\$1,122.00	
1976	1,202.00	7.20
1977	1,262.00	5.00
1978	1,345.00	6.60
1979	1,437.00	6.80

CLERK DISPATCHERS (POLICE)

1975	\$ 655.00	
1976	729.00	7.20
1977	765.00	5.00
1978	820.00	7.30
1979	877.00	7.00

POLICEMEN (TOP PTM. INCREMENT)

1975	\$1,155.00	
1976	1,235.85	7.00
1977	1,300.85	5.20
1978	1,376.00	6.81
	Aver. Cost	
1979 (1)	1,469.55	7.00

(1) See Table II for a comparison of rate and cost increases for 1979 for top Patrolmen.



Village Exhibit 7 C contained the following table on salary rates of employees in Local 2, AFSCME, AFL-CIO, which has an agreement with the Village:

TABLE VI  
SCHEDULE "A" - WAGES

Classification	Effective 1/1/79	Effective 1/1/80	% Inc.
Building Custodian, Village Hall	\$6.88	\$7.34	6.7
Skilled Labor			
Years of Service			
First Year	6.96	7.42	6.6
Second Year	7.03	7.49	6.5
Truck Drivers	6.88	7.34	6.7
Labor			
Years of Service			
First Year	5.86	6.32	7.8
Second Year	6.05	6.51	7.6
Third Year	6.61	7.07	7.0
Fourth Year	6.74	7.20	6.8

Village Exhibit 8 was a news account of the Post Star from an unidentified date stating that salary increases ranging from 6.5% to 10.4% for 12 Village employees who were non-Union were given by a 6-1 vote of the Village Board.

Information was supplied by the Village on the salaries of the employees in Local 2 for 1975, 1976, 1977, 1978 also. The following is an abstraction of this information:

TABLE VII  
PERCENTAGE INCREASES FOR SELECTED CLASSIFICATIONS  
LOCAL 2, AFSCME, 1976-1980

Classification	1/1/76	1/1/77	% Increase	
			1/1/78	1/1/79
Building Custodian	6.3	5.1	4.5	6.8
Top Skilled Laborer	6.2	5.0	4.5	6.7
Truck Driver	6.3	5.1	4.5	6.8
Top Laborer	6.5	5.2	4.6	7.0

D. Association's Position on Wage Comparisons.

The Association says that its request for an increase is necessary to stop the slide in comparison with the salaries in the metropolitan Milwaukee area. The Village offer would continue the decline. The Village offer would place the Village 12th in rank among the departments which have settled, and likely 14th when the others settle. If two other municipalities have salaries higher than the Association listed in its Exhibit 6, then the Association might drop as low as 17th.

The Association says that its offer will put it somewhere between fourth and seventh depending on settlements, putting the employees in a position they were in approximately in 1976. This is an attempt to recoup losses.

The Association notes that in 1979 employees received a salary increase of only 6%, the third lowest among comparable groups.

The Association says that in 1979 when voluntary wage guidelines were in effect at 7%, the wage increase of 6% obtained by the Policemen was 1% below the guideline, and if the \$25 increase in clothing allowance is included, it was 0.5% below the guidelines.

The Association says that over a period of four years, it received a 1% lower increase than Fire-fighters. Under the Village offer, the Police will receive an increase 0.5% less than the non-represented employees. The Police also received less of a percentage increase than did the dispatchers. The Association sees no merit in the Village contention that the Village maintained a \$33 spread between Fire-fighters and Police. The fact is that the Fire-fighters received a larger percentage increase.

The Association also challenges the contention of the Village that its offer maintains the Police wages slightly above average. Rather the Police fall below average under the Village offer, and this for the first time.

E. The Village Position on Wage Comparisons.

The Village says that its offer continues the same relationships with other Milwaukee area police departments with its 9% wage increase. It notes that in 1979 the wage rate for the top step Patrolmen in West Milwaukee at \$1,470 per month was about \$2 to \$4 higher than the average of other municipalities, depending on which municipalities are included from the Association or Village lists.

For 1980 the Village abstracts the following information from its Exhibit 6:

TABLE VIII

	1980 Net Rate (Cost)	1979-80 Increase		1980 Year End Rate	1979-80 Increase	
		\$	%		\$	%
22 settlements (without Grafton)	\$1,593	127	8.7	\$1,599	133	9.1
23 settlements (with Grafton)	\$1,591	125	8.5	1,597	131	8.9
West Milwaukee Village Offer	\$1,602	132	9.0	1,602	132	9.0
Assn. Offer	1,661.50	141.50	9.6	1,635	165	11.2

The Village notes that West Milwaukee net wages in 1980 under the Village's offer will exceed those in the thirteen smallest communities except for two North Shore suburbs. The Village also notes that the Village offer will produce the 10th highest net rate and 13th highest year end rate of the 22 communities; but the Association offer while producing the same net rate would increase the year end rate to fourth highest, and West Milwaukee never has been higher than sixth in the years 1976-1979.

The Village also states that there is absolutely no consistency in the ranks which the various municipalities' rates have maintained with respect to their relative standing.

The Village points to the fact that the West Milwaukee Village offer is above the average rate in 1976, 1977 and 1980, the difference in relationship between the 1976 amount by which the Village rate exceeded the average rate and the 1980 rate is only \$156, and between 1977 and 1980, it is only \$60, so that the Village has maintained its status above average with a rate \$5 per month above the average for 22 other municipalities.

On the other hand, the Association offer at the year end rate would set the West Milwaukee rate \$36 per month above the average, a relationship not enjoyed before.

The Village also argues that the Village has continued the same relationship between Policemen and Fire-fighters in dollar amount and percentage, the Patrolman rate increasing 27.2% from 1975 to 1979, with the Fire-fighter rate increasing 28.1% during that time. Year by year percentage increases added together show a close correlation between Police and Fire-fighters, around 25.5%.

Using the same type of addition of year by year percentage increases, shows that the Village offers its Police slightly more than it has given public works employees, such as truck drivers. The Village offer is also consistent with the offers made to non-represented employees, some of whom are paid more and some less in percentage increases than the Police.

The Village also objects to the increase in the rate of 11.2% at the year end. It says while its own cost may be 9.6% on the average under the Association offer, yet it will have to pay at the start of 1981, an additional 1.6% increase.

F. Discussion on Comparison of Base Rates.

From Table IV, it appears that the overall difference in cost in basic wages between the offers is small. When base wages alone are considered, the cost difference would be \$1,631.19 with the Association offer the higher. When the cost to the Village of another holiday is added to the Village offer, the cost difference would be \$491.19.

A question then arises on a matter more disputatious. This question is whether the Association offer which includes a year end "lift" of 11.2% is justified, or whether it puts the Village too far out of line with such a year end rate.

When the actual cost of the Association offer is compared to the decline of the employees' relative status over the years, the Association offer is the more reasonable. When the year end rate is considered, the Village offer is more reasonable. When weighing these two situations against each other, the matter of actual cost, i.e. actual total annual wages, is the weightier. The element of decline was shown conclusively by Table III and by the drop in the status of West Milwaukee among municipalities in its own immediate area.

The arbitrator, therefore, holds that the Association offer on base wages more nearly conforms to the criterion of comparability. In making this judgment, the arbitrator is in effect judging that actual annual cost here is more significant than year end rate in judging comparability.

The arbitrator also recognizes the argument of the Village that a close relationship has been held in dollar amounts between the salaries of Fire-fighters and of Police, and that there is a similar correlation between the percentage increase of non-bargaining unit employees, and the percentage increase offered to the Police by the Village. However in the judgment of the arbitrator, the decline in relative status of the West Milwaukee Police as shown in Table III is a factor which outweighs the other matters, and there also has been some slippage for the Police vis-a-vis Fire-fighters wages.

XI. COST OF LIVING CHANGES.

Association Exhibit 12 cited the National Consumer Price Index for Urban Wage Earners & Clerical Workers for January 1979 and December 1979, showing an increase in the index of 25.30 points or an increase of 12.36% for the 11 month period. This exhibit showed a January 1979 CPI-U Index for Milwaukee of 201.60 and a December 1979 CPI-U Index of 231.20, or an increase of 14.68%. Supporting data was not given for the source of the December 1979 Milwaukee CPI-U. Association Exhibit 9 shows that the change in Milwaukee in 1979 for CPI-U was from 201.6 in January 1979 to 232.5 in November, a change of 15.3% for ten months, or a projected annual rate increase of 18.4%.

The Association notes that the offers are less than the changes in the consumer price index.

Discussion. It is apparent from the data presented that the Association offer of a 9.6% cost and a 11.2% rate increase more nearly approximates the changes in the cost of living as reflected by the consumer price index, CPI-U.

## XII. OVERALL COMPENSATION INCLUDING FRINGE BENEFITS.

A. The Village supplied information on various benefits in 27 Milwaukee metropolitan area communities. The data is complex and therefore abstracted here.

In longevity payments, the Village is one of 21 municipalities that offer longevity, and its rate of \$25 per month at 25 years is one of nine having such a top rate. Three municipalities have better tops.

In vacation, West Milwaukee with ten days vacation after one year is comparable to 21 other municipalities. West Milwaukee provides 15 days after eight years, as do seven other municipalities. 18 municipalities provide either 15 days in a shorter time, or provide more days after eight years.

West Milwaukee and eight municipalities provide 20 days vacation after 15 years. 18 municipalities provide this number of days sooner or more days at 15 years.

West Milwaukee and one other municipality provides 25 days vacation after 23 years. Eight municipalities provide maximum vacation less than this number. Six require more than 23 years for 25 days. 11 provide 25 or more days in 23 years, or sooner.

West Milwaukee is among seven cities paying \$200 clothing allowance, 12 pay more, seven less, and four pay a "full allowance".

West Milwaukee is one of 16 municipalities paying the full premium on a life insurance policy equal to the next highest \$1,000 of earnings. Five municipalities require the employee to pay part of the premium. Six others pay a full premium but have a maximum amount of life insurance.

West Milwaukee requires a \$3 per month employee contribution to health insurance for the family premium. Four other municipalities require \$3 or more contribution. Twenty others require no payment.

All municipalities pay the full amount of the employee contribution to the Wisconsin Retirement Fund.

The matter of holidays is discussed in a separate section.

B. The Association's Position.

The Association says that the Village is offering comparisons in fringe benefits not directly at issue. The Association notes that the clothing allowance is one of the lowest, and clothing can be obtained only by drawing against an account on voucher, and the account is eliminated if not used during a specified time. It also notes adversely that West Milwaukee is one of four municipalities requiring a payment toward health insurance.

West Milwaukee requires of its officers an unpaid ten minute briefing time, and there is no education incentive pay. Of those benefits listed, West Milwaukee is not ahead of the average on any benefit. The fringe benefits that West Milwaukee receives do not justify a low wage rate.

C. The Village Position.

The Village holds that the benefits provided Policemen in West Milwaukee are very much in line with those provided policemen in other municipalities. As to the unpaid briefing time and absence of incentive pay, while this is true, a comparison would show the same conditions prevailing in other departments.

D. Discussion. The statutory guidelines for final and binding final offer arbitration call for consideration of total benefits. Thus the Village exhibits relating to fringe benefits are pertinent.

In reviewing the fringe benefits, except holidays, offered by the Village, the arbitrator concludes that they are about average in most specifics, and do not so deviate from the average as to aid either the case of the Village or the Association.

XIII. OVERALL COMPENSATION - HOLIDAYS.

A. The Village is offering ten holidays which may be incorporated into a vacation allowance or taken as individual days subject to approval of the Chief. Four of these days must either be taken by July 10, or the employee will be paid in cash for such of the four days not taken.

The Association is asking for the previous condition of nine holidays to remain without the restriction of having to take four days before July 10.

The Village presented two series of exhibits, Village 9 A, B, and 10 A-V, which gave data on holiday practices. Of 24 municipalities found in Village exhibits, 16 list ten holidays; three have less, and five have more. Of the 24 municipalities, eight pay for the holidays without the time off option. Six municipalities pay out most of the days, but leave opportunity for some off days. Two municipalities grant the full days off, but they must be taken by December 1. Among the remaining municipalities, the holiday time can be taken as off-time. In the case of Wauwatosa, however, if holiday hours and overtime hours exceed 48 by April 30, the excess is paid; if they exceed 24 hours on October 30, the excess is paid.

Village Exhibit 11 showed a lesser use of holiday off-time in the period up to July 10 of 1977, 1978, 1979 and a heavier use thereafter. In 1979 of 148 days available, 46 days or 31.1% were used up to July 10. Testimony at the hearing indicated that a similar pattern had evolved up to May 1980.

In the hearing Chief of Police Gerald Gorlewski said that there were scheduling difficulties at the end of the year, because there was insufficient manpower to grant all the holidays requested. Where there is competition for an off day, the senior employee gets it. However to his knowledge, no one lost any requested vacation days in 1978 or 1979.

The testimony at the hearing, also, was that the Association had asked for a tenth day in negotiations, but subsequently dropped the request owing to the Employer's effort to put restrictions on the use of holidays as off days.

#### B. The Village Position.

The Village notes the unusual situation here in which it is offering one more day than the Association is requesting. However it observes that its exhibit shows that ten holidays is the normal amount granted. Thus on comparison, the Village offer is more reasonable.

As to the opposition of the Association because of the requirement to take four holidays by July 10, the operational needs of the department require this, and the exhibits show that there is a trend toward taking fewer holidays in the first months of the year.

The Village allows the employee to take all holidays off, or get paid, in any combination. The request to have the employees take four days off in the first months of the year is not unreasonable, and the offer is not inconsistent with the great majority of municipalities. The restrictions are not unduly restrictive and will alleviate the scheduling problems.

C. The Association's Position.

The Association challenges the contention of the Village that there have been scheduling problems. The Chief who has been a Policeman for 16 years could recall no time when taking of holidays caused the department to be understaffed. He also has the authority to approve the taking of holidays. Other communities like Fox Point and Brown Deer, with a department size like West Milwaukee, allow officers to take holidays as off-time.

The Association says that Village Exhibit U, which shows when off-time was taken, shows a decline of 13.8% for December holiday use between 1977 and 1979, and a decline of 26.4% for holiday time taken between November 1978 and November 1979. Less holiday time was taken off in the last three months of 1979 than in the last three months of the two previous years.

The Association also says that the Village has provided no basis for its claim that because of scheduling problems, all other communities provide for some kind of pay out. There is no evidence why other municipalities do what they do. It may be a matter of what the officers want; in this case, the majority of Policemen in West Milwaukee prefer taking time off. While the West Milwaukee Policemen want a tenth holiday, they do not under the terms the Village is offering it.

D. Discussion. On the basis of Village Exhibit 9, A-B, the arbitrator concludes that the Village more nearly meets the standard of comparable municipalities with its offer of a tenth holiday, including the most comparable group. The question then is whether the restriction on holiday use attached to the offer is not a comparable matter or is unreasonable. From the same exhibit, it appears that a majority of municipalities avoid scheduling problems for holidays taken off either by paying for all of them, or allowing only some days to be taken off, or by setting some time limit before the end of the year when holidays must be taken.

As to the specific type of restriction, however, only Wauwatosa has one like that proposed by the Village.

On the basis of some restriction, the arbitrator finds the Village offer comparable; its specific provision is not comparable.

The question then arises as to whether the Village has made a case for its specific type of provision. The arbitrator believes on the basis of evidence that there is a bunching of requests for time off at the end of the year and that this leads to scheduling difficulties, even though no one in the knowledge of the Chief lost holiday time. The arbitrator therefore believes that the request of the Village for restrictions on holiday use is reasonable and in the interest of the public.



XIV. CHANGES DURING THE PENDENCY OF THE PROCEEDINGS.

Though there is a publicized slow down in economic activity, the CPI-U continues upward. This is a factor in favor of the Association offer.

XV. OTHER FACTORS.

A factor to consider is the great decline in the population of West Milwaukee as reported earlier. The decline is a factor in favor of the Village offer. However, the decline must be weighed against the necessity of judging whether such officers as remain in the department are getting a wage comparable to the wage in comparable municipalities.

XVI. SUMMARY. The following constitutes a summary of the conclusion of the arbitrator on the factors to be considered:

1. There is no issue concerning the lawful authority of the Employer to meet either offer.

2. There are no special stipulations of the parties which require consideration here.

3. There is no issue of the ability of the Village to pay either offer.

4. The interests and welfare of the public are treated in the conclusions made on specific matters hereafter.

5. The parties are in substantial agreement on the municipalities to be used in the Milwaukee metropolitan area. However, the arbitrator believes that the greatest degree of comparison is afforded in comparing West Milwaukee to the following municipalities in southern Milwaukee County: Cudahy, St. Francis, Greenfield, Greendale, Hales Corners, and West Allis.

6. The Association offer on base wages more nearly conforms to the criterion of comparability.

7. The Association offer both as to cost and rate more nearly approximates the change in the cost of living as reflected by the consumer price index, CPI-U.

8. In the matter of total benefits and fringes, excluding holidays, the average value of benefits offered in West Milwaukee does not aid either the case of the Association or the Village.

9. In the matter of holidays, the offer of the Village meets the standards of comparability, reasonableness, and interest of the public.

10. The continued changes in the CPI-U during the pendency of the proceedings favors the Association offer.

11. The decline in population of West Milwaukee favors the Village offer.

12. Of these items, the arbitrator judges the most important to be the matter of base wages, the changes in the cost of living, and holiday benefits. The former two favor the Association, the latter the Village. Of these three items, the arbitrator believes the matter of base wages and cost of living changes are more weighty than the matter of holidays, and therefore holds that the Association offer should be incorporated in the new agreement between the parties.

XVII. AWARD. The offer of the West Milwaukee Professional Policemen's Association should be incorporated in the 1980 agreement with the Village of West Milwaukee.

*Frank P. Zeidler*

FRANK P. ZEIDLER  
Arbitrator

*July 28, 1980*