STATE OF WISCONSIN
BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

In the Matter of the Petition of	*	
GREEN BAY POLICE BARGAINING UNIT	*	
For the Final and Binding Arbitration Involving Law Enforcement Personnel in the Employ of the	*	Case 163 No. 39075 MIA 1239 Decision No. 25114-A
CITY OF GREEN BAY (Police Department)	*	

APPEARANCES:

Thomas J. Parins, Attorney at Law, on behalf of the Green Bay Police Bargaining Unit

Dennis W. Rader, Attorney at Law, Mulcahy & Wherry, S.C., on behalf of the City of Green Bay

BACKGROUND

On July 8, 1987, following an unsuccessful mediation session conducted on May 5, 1987 by Raleigh Jones, a member of the staff of the Wisconsin Employment Relations Commission (WERC), the Green Bay Police Bargaining Unit (hereafter referred to as "the Union") filed a petition requesting the WERC to initiate compulsory final and binding arbitration pursuant to Sec. 111.77(3) of the Municipal Employment Relations Act (MERA), for the purpose of resolving an impasse arising in collective bargaining between it and the City of Green Bay (Police Department) (hereafter referred to as "the City") on matters affecting the wages, hours and conditions of employment of law enforcement personnel in the employ of the City.

On January 27, 1988, after being advised by its Investigator that the parties were at an impasse and that the Investigator had closed his investigation on that basis, the WERC found that an impasse, within the meaning of Sec. 111.77(3) of the MERA, existed between the Union and the City with respect to negotiations leading toward a collective bargaining agreement for the year 1987 covering wages, hours and conditions of employment for law enforcement personnel employed by the City, and ordered that compulsory final and binding interest arbitration pursuant to Sec. 111.77, Stats., be initiated to resolve the impasse and that the parties select an arbitrator.

On February 18, 1988, after the parties notified the WERC that they had chosen the undersigned, Richard B. Bilder, Madison,

Wisconsin, as the arbitrator, the WERC appointed him as impartial arbitrator to issue a final and binding award in the matter pursuant to Sec. 111.77(4)(b) of the MERA.

On March 25, 1988, the undersigned met with the parties at the Green Bay City Hall to arbitrate the dispute. At the arbitration hearing, which was with transcript, the parties were given a full opportunity to present evidence and oral arguments. Post-hearing briefs were submitted by the parties and received by the arbitrator on May 10, 1988.

This arbitration award is based upon a review of the evidence, exhibits and arguments, utilizing the statutory criteria set forth in section 111.77.

ISSUES

The parties have reached agreement on various matters. The issues which have not been resolved voluntarily by the parties, and which have been placed before the arbitrator, are as follows:

1. Contract Duration. The Union proposes a one-year contract covering the calendar year 1987, and the City proposes a two-year contract, covering the calendar years 1987 and 1988. The proposal of both the Union and the City for the basic wage increase in 1987 are identical. There is no agreement on the 1988 wage increase, with the Union having no proposal, and the City proposing a three percent (3%) increase for 1988.

2. Holiday Pay. The Union proposes that nonshift officers on the five days on, two days off (5-2) work schedule, receive holiday pay on the same basis as shift officers on the five days on, three days off (5-3) work schedule. The City proposes no change in the present contract provision.

3. Shift Differential. The Union proposes an increase in both the afternoon (second shift) and night shift (third shift) differential of $15 per month, which would increase the afternoon (second shift from $45 per month to $60 per month, and increase the evening (third) shift from $60 per month to $75 per month. The City proposes no change in the present contract provision.

DISCUSSION

I. CONTRACT DURATION

The Union's Position

The Union argues that the arbitrator should accept its proposal for a one-year contract because:

1. The bargaining history of the parties has always been to negotiate only one-year contracts; absent some compelling circumstances or the agreement of the parties, this bargaining history status quo should be maintained.

2. The fact that other units bargaining with the City have accepted a two-year contract should not be considered determinative, since there is no evidence what incentive, if any, the City offered those bargaining units to accept a two-year contract. The City, in any case, has not offered the Union any incentive for this concession.

3. A two-year contract would be a detriment to the Union because it could prevent the Union from seeking any changes in the contract for a new 1988 contract, including proposals it has already conceded in negotiations for a 1987 contract.

4. The City has introduced no evidence as to either the reasonableness or necessity of a two-year contract, or as to the reasonableness of the proposed basic wage increase for 1988.

5. The fact that it is now well into 1988 should not effect the Arbitrator's decision as between a one-year contract and a two-year contract. Any delay in promptly concluding a labor agreement which may result from the shorter contract will only be a financial detriment to the Union, which urges it, rather than to the City, which does not have to pay interest on any back pay awards. Moreover, if such time considerations were given weight by an arbitrator, it would benefit the party which wants a longer term contract and which consequently would have an incentive to use delaying tactics. Finally, the Union did in fact initiate arbitration proceedings promptly in February of 1987, so any delay is neither its fault nor what it would prefer.

6. While Section 111.70(4)(cm) of the Wisconsin Statutes establish a term of two years for collective bargaining agreements for employees in many public employee bargaining units, this is inapplicable to this arbitration since Section 111.77(9) specifically states that subsection (cm) shall not apply to collective bargaining units composed of law enforcement personnel. Obviously, the legislature determined that the two-year policy should not apply to police officers.

The City's Position

The City argues that the Union's one-year contract proposal is absolutely purposeless and that the Arbitrator should accept its proposal for a two-year contract because:

1. A two-year contract is the more reasonable in view of the timing of the Arbitrator's decision in this matter. If a one-year contract were adopted by the Arbitrator, the contract being arbitrated would already have expired, and the resolution of the 1988 contract would be postponed another year. The arbitration hearing took place on March 28, 1988, and, under the presently effective contract, notification of bargaining should have been given by July 15, 1987 under the Union's proposal. Indeed, by the time of conclusion of this arbitration, it will be close to the time for reopening of the contract under the City's two-year proposal.

2. The City's proposal for a two-year contract would provide internal consistency between this contract and the City's contracts with its other twenty bargaining units, all of which have been settled for 1988. It is a well-settled precept in public sector bargaining and interest arbitration proceedings that internal settlement patterns and benefit packages among the employee bargaining units of the same employer have been accorded great weight by arbitrators. Granted that most of these units, except for the Fire Department, are under Wisconsin Statutes, Section 111.70, which requires a two-year duration, there is no evidence that these other units received benefits for 1988 or a total dollar or percentage increase in excess of the City's offer to the Union for 1988. Thus, there is nothing which the Union could expect to gain by separate negotiations for 1988.

3. The Union's two primary comparables, the Green Bay Firefighters and the Brown County Sheriff's Department unit, have both received wages and benefits for 1988 identical to the City's offer to the police unit for 1988, and the Union could not reasonably expect to gain more than these comparable units if there was a separate negotiation and contract for 1988. There is no evidence supporting the Union's claim that it is the "leader" among these units, or that it could do better than they have. Consequently, a separate 1988 contract would accomplish nothing but instead only result in waste and delay.

4. The City's two-year proposal would maintain the parity relationship between the police and fire units. In contrast, the Union's proposal of a one-year contract would disrupt this traditional parity in 1987 and invite further deterioration for 1988.

DISCUSSION

The Union argues that, in deciding between the Union's proposal for a one-year (1987) contract and the City's proposal for a two-year (1987-88) contract, the Arbitrator should ignore both the time which has already elapsed in negotiation and the

date at which this award will issue. However, in the Arbitrator's opinion, these factors must be considered and given weight.

As the City points out, selection of the Union's one-year proposal would mean that only the 1987 contract between the parties had been settled; the parties would immediately have to return to the bargaining table to try to settle their contract for the current 1988 year, which by that time would be mostly over. Indeed, even if the Arbitrator selects the City's two-year proposal, it will be almost time for the parties to begin negotiations for their 1989 contract.

The parties to collective bargaining agreements have, of course, managed to handle their relations despite lags in negotiating and settling their contracts. However, in the Arbitrator's view, it is desirable, and in the interest of both the parties and the public, that contract negotiations and settlements relate, so far as practicable, to future or at least present, rather than past and already expired, contract periods. Even if the Union is correct that any lag could only cause financial loss to members of the Union, who urge the shorter period, rather than to the City, lags may cause other problems. Thus, a situation in which the parties are continually operating under contracts which relate to years already past, and are constantly engaged in "catch-up" negotiations, is likely to have at least some other costs in terms of efficiency and morale and to be confusing to the public. Consequently, unless there are strong considerations otherwise, a proposal regarding contract duration which is likely to help the parties to catch up on a substantial time lag in their contract settlements is usually preferable to one which does not.

The Union claims that the practice of the parties is to have only one-year contracts. And it argues, further, that, if it is required to accept a two-year contract, it will be giving up, without any quid pro quo, the opportunity to seek, in negotiations for a new and separate 1988 contract, additional concessions from the City. The Arbitrator believes, however, that neither of these arguments is sufficient to outweigh the interest in bringing the contract and contract negotiations into a more current time framework.

First, while previous contracts have been for only one year, the evidence fails to establish that this one-year duration was a practice to which the parties attached special importance or considered as a right. Moreover, while the Union correctly points out that the City's two-year contracts with its non-police or fire units are not directly "comparable," it remains pertinent that acceptance of the City's two-year proposal would be consistent with the pattern of settlement between the City and all of its other twenty bargaining units. Conversely, acceptance of the Union's one-year proposal would be an exception to that

pattern. Other things equal, a proposal which maintains such internal consistency seems preferable.

Moreover, the Union's evidence, in the Arbitrator's opinion, fails to establish that the City's offer for the second-year of the two-year contract it proposes is inherently unfair or not in accord with the settlements the City has reached with its other units. In this respect, the Union's claim that a two-year contract would deprive it of benefits it could otherwise expect to obtain seems speculative at best. Thus, as the City notes, the City's offer would provide the Green Bay Police bargaining unit wages and benefits for 1988 identical with those received by the Green Bay Firefighters and Brown County Sheriff's Department, and not less than those received by any other of the City's bargaining units. In view of the weight normally accorded in either negotiation or arbitration to factors of comparability--and, in particular the tradition of parity between the Green Bay police and fire units--it appears improbable that the Union would be likely to come out better than these other units were its one-year proposal to be accepted and there to be a separate 1988 contract negotiation.

Consequently, the Arbitrator is of the view that the City's proposal for a two-year contract is preferable.

II. HOLIDAY PAY

The Union's Position

The Union argues that the Arbitrator should accept its proposal that nonshift officers receive holiday pay on the same basis as shift officers because:

1. This will establish one uniform system within the unit and parity between the two groups.

2. Nonshift employees have not received any significant compensation for this differential. Nonshift employees do not work fewer days per year than do shift employees. Moreover, nonshift employees have long had the benefit of being off on holidays and did not obtain it as compensation.

3. A uniform holiday pay system would benefit the City in a number of ways. It will reduce the high turnover in these highly skilled nonshift positions due in large part to dissatisfaction with the difference in holiday pay between nonshift and shift officers. It would encourage a willingness by certain members of the Detective Division to accept a proposal by the City to change their status from shift to nonshift officers. Finally, it would ease the cumbersome and time consuming burden of maintaining two different set of holiday pay records by the Record Division. All of these would be likely to produce

significant savings, more than making up for any additional cost of the Union's proposals for the City.

The City's Position

The City proposes no change in the existing holiday pay provisions because:

1. There is no evidence of any need for the change the Union proposes. The nonshift personnel are in step with the rest of the world's 5 day-2 day weekend work schedule and there is no inequity. The Union's argument that providing holiday pay for nonshift officers on the same basis as shift officers would increase efficiency or solve morale problems is unsubstantiated and irrelevant: First, there is no conclusive evidence that paying more holiday pay would cut down employee turnover. Second, the people in the nonshift positions are there because they wanted and bid for these positions. Third, the economic impact of the holiday pay issue on an individual is minimal, and it is unlikely to significantly affect willingness to accept nonshift positions or long-term career choices.

2. The holiday provision under the present contract represents the status quo arrived at through a voluntary negotiation process and should not be changed by an arbitrator. It is axiomatic in arbitration proceedings that the party proposing a change--in this case the Union--bears the burden of proof to substantiate it, and an arbitrator should not expand the rights of a party beyond what might ordinarily be handled by the parties through negotiation, in the absence of compelling inequity or need. Here, the present contract language on holidays was voluntarily agreed to by the parties during the 1986 negotiations, as part of a total work schedule and holiday package for nonshift employees which was in fact very favorable and desirable.

3. The nonshift employees are asking for shift employee holiday benefits without having to work on the holidays. But they cannot have it both ways. At present, they either get their holidays off (like most workers in the world) or they get paid extra when they work the holidays. They are not reasonably entitled to anything more. The special holiday pay benefit for shift employees was a negotiated economic benefit, rather than one having an inherent rationale, and there is no reason to make it the norm for, or extend it to, the nonshift employees.

4. The Union's proposal that nonshift employees receive additional holiday pay (as well as its shift differential request) has no support from any of the comparables, either within the City or outside, and would result in its getting more than the Firefighters and other City bargaining units

got in 1987, contradicting the Union's own position on the importance of maintaining comparability and parity.

5. The Union has not asked for holiday pay (or shift differential) in lieu of other benefits, as the parties practice has allowed it to choose to do in the past, but rather as an addition to its total wage and benefit package. Again, this would simply give it more than any other bargaining unit in the City.

DISCUSSION

The holiday pay issue was of particular concern to the Union and much of the testimony at the hearing and briefs dealt with this question.

The issue arises because there are 10 members of the Union who work a different work schedule than the remaining 132 members. These 10 members, who are for the most part assigned to non-patrol duties, such as school liaison officers or technical duties in the photo ID division, are referred to as "nonshift personnel" and work a modified 5-2 work week, with weekends off. The remaining 132 members of the Union are referred to as "shift personnel" and work a standard 5-3 work week.

The issue at hand apparently stems from a change in an earlier contract in which it was agreed that shift employees could in some circumstances receive an extra days pay on certain holidays. Since the holiday system involved is complex, and the testimony was not always clear, it may be best to quote the Union's own explanation of the problem and its position as set forth in its brief:

> Under the present Labor Agreement, the 132 shift officers are paid a day's pay for each of the ten holidays listed in the Labor Agreement whether they work them or not. If they work on any holiday they receive another additional day's pay, or compensatory time which, as explained below, equates to a day's pay. Thus, shift employees receive one additional day's pay for each holiday on which they do not work, and two additional days pay for each holiday on which they do work.
>
> The nonshift officers are treated with parity as to those holidays on which they work. On those holidays they receive in addition to their regular pay, time and a half plus four hours of compensatory pay, which equals two day's pay. Thus whenever an officer, whether nonshift or shift officers, works any holiday they uniformly and equally receive two day's additional pay. However, on the holidays that the nonshift officers do not work, they do not receive a days pay like the shift employees do.

The issue then is whether nonshift employees should "receive one day's pay at straight time for each of the ... holidays whether or not the employee works the holiday in question" as do the shift employees. The Union's proposal is simply that one uniform system be applied regarding holidays, with the nonshift officers being treated the same as shift officers.

The matter may seem confusing if one sees the issue in the context of the traditional view towards holiday pay. This view is that an employee should receive additional pay if the employee must work on a day that workers in general enjoy off on a holiday. This concept is not applicable to the present situation. Both shift and nonshift officers are now treated the same regarding additional pay for those holidays on which they must work.

The novelty comes with the holidays on which officers do not work. The normal and accepted labor relations view is that although an employee may not be docked for working on that holiday, no extra compensation is payable for the holiday. But this is not true for the vast majority (93%) of the Bargaining Unit. Shift officers receive, in effect, a bonus of a day's pay for all holidays in question just because of the fact that the holiday occurs. It has absolutely nothing to do with work by definition. This is so because we are talking solely about holidays on which the employees do not work. The shift employees receive a day's pay for each holiday listed in the contract just because it's listed in the contract. Nonshift employees feel they should be treated the same and be compensated an equal basis with shift officers of comparable rank.

It is understandable that the nonshift employees would like also to have this special holiday benefit which the Union previously obtained as a negotiated economic benefit for the shift employees. It is less clear, however, that there are persuasive reasons for the Arbitrator to choose this proposal and change the existing contract.

The Union argues that its proposal is desirable in order to establish uniformity and parity between the nonshift and shift employees. But it is not apparent why such uniformity between the two groups is either necessary or more fair in this particular situation. There does not seem any inherent reason why employees should be entitled to double or triple pay for either not working or for working on a holiday--though they may, of course, obtain such economic benefits through the bargaining process. Nor does the fact that the Union was able to obtain through negotiation a special holiday pay benefit of this sort for one group of its members necessarily mean that all others are

automatically entitled to it outside of the bargaining process. Indeed, the nonshift employees appear to receive at least the same holiday pay benefits that most workers get, and, even as compared with shift employees, have at least certain compensating benefits such as weekends off. Moreover, as the City points out, nonshift positions are filled through voluntary transfers and nonshift employees know the holiday pay situation when they take the jobs. If employees did not consider these jobs fairly compensated, they would not take them or would transfer out of them.

The Union claims that a uniform pay system would benefit the City in various ways, including reducing turnover in nonshift positions and easing recordkeeping. However, the evidence to this effect was at best inconclusive. The City presented credible testimony that it has not generally had problems filling nonshift positions and that any problems in turnover are due to factors other than the holiday pay differential, such as lack of promotional opportunities; it suggests that, while the holiday pay differential (amounting to about $700) may be an irritant, it is unlikely to be of sufficient monetary importance as to affect career decisions. Similarly, the evidence suggested that, while it would be somewhat more efficient to keep one rather than two types of holiday pay records, this is a minor matter.

As the City points out, the additional holiday pay proposed by the Union has no support in any comparables, either within the City or outside. Moreover, since the proposal is in addition to rather than in lieu of other benefits, it would, if granted, result in this bargaining unit getting more than either the firefighters or other City bargaining units got in 1987. The Arbitrator agrees that it is preferable to avoid creating such disparities.

The City argues that, absent compelling inequity or need, an arbitrator should not expand the rights of a party beyond what might ordinarily be handled by the parties through negotiation. The Arbitrator concurs that this question of holiday pay, which has developed out of earlier voluntary agreements between the parties, is one best left to the parties themselves to work out through further negotiation, rather than dealt with through arbitral decision.

Consequently, the Arbitrator believes that, on this issue of holiday pay, the proposal of the City is preferable.

III. SHIFT DIFFERENTIAL

The Union's Position

The Union argues that the Arbitrator should accept its proposal for an increase in both the afternoon (second shift) and night shift (third shift) differential of $15 per month, which would increase the afternoon (second) shift from $45 per month to

$60 per month, and increase the evening (third) shift from $60 per month to $75 per month, because:

1. The bargaining history of the parties evidences a practice under which increases in shift differentials have been granted on a periodic basis based upon the increase in basic wages since the last increase, so as to maintain a certain ratio or parity.

2. In fact, more than six years have elapsed since the last shift differential increase and the parity between the shift differential and the basic wage has been knocked out of kilter by over 32%. Clearly, an adjustment is in order. Consequently, the proposal for a $15 increase in shift differential in this contract is based upon the increase in the basic compensation of top patrolmen from 1982, the last year the shift differential was increased, through 1988; indeed, if a direct ratio between the shift differential and wage increase over this period were to be maintained, the increase would be over $16.

3. The City represented to the Union during the years of negotiation in which no shift differential increase was granted that, if the Union would have patience, the City would make the appropriate adjustment when needed. These representations were made for the purpose of inducing, and did induce, the Union to abandon its requests for shift differential increases. Consequently, the City should now be held to its representations and be required to make the adjustment it promised.

4. An increase in shift differential is necessary and appropriate to reflect increased employee costs for meals and the like when working late shifts.

5. The City's argument that the Green Bay Police Department's shift differentials are already the highest among comparable bargaining units should not be considered persuasive because the Union does not accept these particular comparables and these comparisons are not germane to the issue before the Arbitrator. The evidence shows that neither the City nor the Union have previously used these cities referred to by the City as comparable for the purpose of establishing shift differentials; instead they have established the shift differentials at a specified ratio to the basic wage and adjusted this periodically to maintain parity. Moreover, the testimony shows that an occasion the Union chose to increase shift differential at the expense of a higher basic wage increase, perhaps in contrast to bargaining units in other cities. This choice should not now be used against it nor should the City be permitted to renege on the implicit agreement that any new ratio thus created between the differential and basic wage would be maintained.

6. The fact that neither the Brown County Sheriff-Traffic Department 1987 Labor Agreement nor the Green Bay Fire Department 1987 Labor Agreement call for a shift differential increase is irrelevant. As to the County police, the evidence establishes that the Green Bay Police Department historically has been the leader in benefits such as shift differential. As to the Green Bay Fire Department, that Department operates on 24-hour shifts and therefore is an entity to which shift differential is not applicable. Instead, the Fire Department contract continues a payment "in lieu of shift differential," which is simply meant to bring firefighters salary more in line with those of the Police Department, and on which the Police Department would again be the leader.

The City's Position

The City argues that there is absolutely no basis in comparability or otherwise for increasing the shift differential as proposed by the Union because:

1. The Union's offer on shift differential, as compared with other police departments, is totally without merit. Its proposal would result in a payment more than double the average of that received by police in other second class cities. Moreover, the City's offer as to shift differential is identical to that for the Brown County Sheriffs in 1987 and 1988.

2. The City has consistently rejected the Union's proposal to get shift differential geared to a percentage ratio of wages, and the Union has admitted that the City did not promise the Union any shift differential income for 1987-88.

3. The present shift differential for the Green Bay Police Department is more than comparable with other shift differential pay received by other city employees.

4. The rationale that the shift differential increase is needed to offset the cost of meals in the second and third shift is totally ridiculous. The shift differential is not a meal allowance, and there is no evidence to show that there is a greater need for second and third shift personnel to eat meals during their shift as compared with first shift personnel. Indeed, many comparable cities have no shift differential.

5. The Union's proposal could not only result in a substantial immediate cost of over $15,000 to the City, but could result in a similar request by the firefighters, which it would be difficult for the City not to grant in the interest of parity.

6. The Union's shift differential request (as well as its holiday pay request) would result in its getting more than the firefighters and other City bargaining units got in 1987, contradicting the Union's own position on the importance of maintaining comparability and parity.

7. The Union has not asked for shift differential (or holiday pay) in lieu of other benefits, as the parties' practice has allowed it to choose to do in the past, but rather as an addition to its total wage and benefit package. Again, this would simply give it more than any other bargaining unit in the City.

DISCUSSION

The Union proposes a change in the contract to provide an increase in shift differentials, pointing out that over six years have elapsed since the last shift differential increase and that basic wages have increased by almost a third over that period. However, the Union carries the burden of showing persuasive reasons for such a change, and the Arbitrator does not believe that it has met this burden.

The Union's principal arguments are that there has been a practice between the parties under which the shift differential was to be maintained in a certain ratio or parity with basic wages, and that the City, moreover, promised to make such an adjustment in the shift differential. However, the City categorically denies the Union's claims in these respects, and the weight of the evidence is that it both consistently refused the Union's requests to gear shift differentials to a specific percentage of wages and never promised to increase the shift differential in 1987. The testimony suggests that the City's commitment was, at most, simply to consider increasing the shift differential at such time as it felt was ripe.

Testimony suggested that the City itself felt that some increase in shift differential might eventually be needed. But the evidence failed to present a compelling case why the Arbitrator should choose to impose such a change in the contract at this time. While the Union pointed to increased costs of meals and in other costs of living, the City argued persuasively that the shift differential is given for other reasons than to pay for meals; consequently, there was no reason why it should have any direct relation to cost of living or basic wages.

The Union argued that the Green Bay Police are usually "leaders" in terms of benefits of this type, and that, consequently, considerations of comparability are not relevant. However, even if considerations of comparability are not determinative, they would appear to be of some relevance as suggesting at least that a failure to accept the Union's proposal is unlikely to result in any gross unfairness to the Union in this respect as compared with other of the units in the City.

Thus, the City has presented evidence that the shift differential for the Green Bay Police is the same as that of the Brown County Sheriff's Department and better than that of any other City employees or of police units in most other second class cities.

The Arbitrator also finds persuasive the City's argument that granting the Union's shift differential request would result in the police bargaining unit ending up with a better wage and benefit package than the Firefighters or any other City units got in 1987, violating general standards of comparability and, in particular, a strong practice of parity between the police and fire departments. As the City suggests, any distortion in the accepted pattern of internal comparability and parity could result in friction and dissatisfaction.

Consequently, the Arbitrator is of the view that the City's proposal that the existing provisions regarding shift differential not be changed is preferable.

IV. CONCLUSION

The Arbitrator has concluded that the City's proposal is the more reasonable with respect to the issues of contract duration, holiday pay, and shift differential. Consequently, the Arbitrator finds that the City's final offer is the more reasonable.

AWARD

Based upon the statutory criteria contained in Section 111.77, the evidence and arguments of the parties, and for the reasons discussed above, the Arbitrator selects the final offer of the City, and directs that it, along with all already agreed upon items, and those terms of the predecessor Collective Bargaining Agreement which remain unchanged, be incorporated into the parties 1987-88 collective bargaining agreement.

Madison, Wisconsin
June 10, 1988

Richard B. Bilder
Arbitrator