BEFORE THE ARBITRATOR

ROSE MARIE BARON

In the Matter of the Petition of the

ASHWAUBENON PUBLIC SAFETY
OFFICERS ASSOCIATION

For Final and Binding Arbitration
Involving Public Safety Personnel
in the Employ of

VILLAGE OF ASHWAUBENON
(PUBLIC SAFETY DEPARTMENT)

WERC Case 20
No. 43981 MIA-1532
Decision No. 26500-B

APPEARANCES:

Richard V. Graylow, Esq., Lawton & Cates, S.C., appearing on behalf of the Ashwaubenon Public Safety Officers Association

Bruce K. Patterson, Employment Relations Consultant, appearing on behalf of the Village of Ashwaubenon

I. BACKGROUND

The Village of Ashwaubenon (Public Safety Department), a municipal employer (hereinafter referred to as the "Village" or the "Employer") and the Ashwaubenon Public Safety Officers Association (the "Association" or the "Union"), representing a collective bargaining unit of public safety personnel, have been parties to a collective bargaining agreement which expired on December 31, 1989. The parties were unsuccessful in their efforts to negotiate a successor agreement for 1990 and on May 10, 1990, the Union filed a petition with the Wisconsin Employment Relations Commission requesting the Commission to initiate final and binding arbitration pursuant to Sec. 111.777(3) of the Municipal Employment Relations Act. After investigation, the Commission concluded that an impasse within the meaning of Sec. 111.77(3) existed between the Union and the Employer with respect to negotiations leading toward a collective bargaining agreement for the year 1990 covering wages, hours and conditions of employment for public safety personnel employed by the Employer.

The parties selected the undersigned from a panel of arbitrators; an order of appointment was issued by the Commission on July 31, 1990. Hearing was held on October 10, 1990 at the Ashwaubenon Village Hall. The parties' exhibits were admitted; the testimony of witnesses was heard. Post-hearing submissions of

evidence and corrections of data were submitted. Briefs and reply briefs were submitted by the parties according to an agreed-upon schedule. The record was closed on January 11, 1991.

II. FINAL OFFERS OF THE PARTIES

The parties are in dispute as to the formula to be utilized to determine a wage increase for 1990. The Village proposes that the 1989 procedure utilizing certain comparable jurisdictions shall be continued, while the Union's final offer proposes a change in comparables. Both parties agree that the wage formula shall continue at 110% of the blended average of comparables, whichever those may be. The Union's final offer contains changes in the current level of benefits, i.e., vacation, conversion of sick time, and family sick leave. The Village's final offer in these areas reflect the status quo. Copies of the parties' final offers are attached hereto.

III. STATUTORY CRITERIA

The parties have not established a procedure for resolving an impasse over terms of a collective bargaining agreement and have agreed to binding interest arbitration pursuant to Sec. 111.77, Wis. Stats. The statute provides:

(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 price 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.

IV. POSITIONS OF THE PARTIES

The following is a summary of the extensive argument presented by the parties at hearing, in their briefs and reply briefs.

A. Wages and Comparable Communities (111.77(6)(d)(1)

1. The Association

The Association's final offer on wages is for 110% of the average base salary at each corresponding level of experience of the following six comparable bargaining units:

Police and Fire--Green Bay; De Pere (4 units)

Fire only--Allouez (1 unit)

Police only--Brown County Sheriff's Department (1 unit)

The Association's major argument is that the Public Safety Officers (PSOs) are unique and that, since there are none like them in the state, comparison with other departments is immaterial. The proper consideration is how much such services are worth in the "market place" which the Association identifies as DePere, Green Bay, Allouez and Brown County. Citing the history of the Ashwaubenon PSOs, the Association contends that when the department was created, the Village Board and Police and Fire Commission agreed that the officers would receive "plus 10%" of the wages of five to seven surrounding communities. It is these communities, cited above, that the Association contends should be utilized in the present contract. The arbitrator is urged to reject a traditional, orthodox approach to resolving this matter which would compare the PSOs with with non-PSOs, internally or externally. Arbitrator Joseph Kerkman's 1985 award is cited for support of the Association's position that no direct comparison of wage rates in the surrounding communities is possible because of the dual nature of the functions performed by the PSOs. Also cited for support of its position is this arbitrator's rejection of a comparison of two disparate occupational groups, i.e., teachers versus support staff (cooks, custodians, and secretaries) in the Benton School District (citation omitted). The Association also contends that comparisons with the private sector are not appropriate and should receive

no weight.

2. The Employer

The Employer's final offer on wages is to continue the present formula of 110% of the blended average of the fourteen comparable bargaining units set forth in Appendix B of the 1989 contract:

Police and Fire--De Pere; Green Bay, Kaukauna, Menasha, Neenah, and Two Rivers (12 units)

Police only--Brown County (1 unit)

Fire only--Allouez (1 unit)

In addition, the Employer's offer provides that the present annual differential of $1,502.44 between the steps for Public Safety Officer I and II shall be maintained. The Employer's offer on wages constitutes an increase of 4.094%; it contends that the Association's demand results in an increase of 11.24%.

The Village argues that the formula which has been in use for determining wages for PSOs since the issuance of the 1985 Kerkman award (see Appendix B of the collective bargaining agreement) should not be disturbed. The present offer of the Village continues the payment of 10% over the blended averages of the fourteen bargaining units of fire and police from eight jurisdictions. The parties' voluntarily bargained contracts from 1986 through 1989 have relied upon these comparables. The Association demand to change the comparable jurisdictions would affect the stability of labor relations and reliance on traditional comparables.

B. Vacation

The Association's final offer proposes, "Add one day Vacation for all union employee's (line employees included)." The Employer wishes to maintain the status quo, i.e., the language set forth in the 1989 Agreement.

1. The Association

In its brief, the Association denies the Employer's inference that it is seeking an additional day of vacation for each employee per year but rather states that it is seeking one additional day for each step. It is claimed that the evidence submitted shows that PSOs are behind the average equivalency at each step. Further, since PSOs work more hours, require more training and have greater work than any comparables, they are entitled to the average number of vacation days. The Union's proposal will not harm the present structure but will provide an additional day to each of the categories, i.e., in years 2 through 6, employees will receive 7 days off instead of 6, etc.

2. The Employer

The Employer interprets the Association demand (cited above) to mean that each employee would be granted an additional day off each year; this would destroy the concept of vacation as an earned benefit for years of service.

C. Sick Leave Conversion

At present Article XVI, Sick Leave provides that an employee who has completed no less than ten years of continuous employment and who is eligible for retirement shall be credited one-half (50%) of the dollar equivalent of accumulated sick leave, payable to the employee or his estate.

1. The Association

The Association's final offer states, "Conversion of Sick time--Sixty Seven percent conversion of accumulated sick time to be paid toward health insurance after 10 yrs. of service with the option to continue within the Group. Self payment until Medicare. Payment shall be made regardless of reason for seperation. This Sixty Seven percent is for 24 hr. employee's. Line or day employee's will receive one hundred percent conversion to health insurance." In its brief, the Association argues that it is not seeking to change the ten year/eligible for requirement provision of the present contract language. Union Exhibit 28 shows that all the comparables suggested by the Union, and 12 of the 14 utilized by the Village, provide for conversion of unused sick days for health insurance upon retirement. It points out that the conversion rate of 67% for line employees and 100% for day employees is comparable to all communities in the Green Bay area.

2. The Employer

The Employer argues against adoption of the Association offer which contains substantive revisions of present contract language, particularly since no support exists for conversion of sick leave regardless of reason for termination of employment, i.e., just cause or quit for job without insurance benefits. The Village's current benefit is reasonable and competitive.

D. Sick Leave for Family Illness

1. The Association

The Association's final offer states, "Family Sick Leave -- change wording in sick leave to include, spouse, children, and childbirth." In its brief the Association states that it does not seek unlimited sick leave but rather it seeks to bring the contract into conformity with the Wisconsin Family Leave Act, Sec. 103.10 Wis. Stats. The Association proposes that employees be permitted to use accumulated sick leave for an illness of a family member. Support for this position is shown in the comparables, the six utilized by the Association as well as those relied upon by the Employer (Union Ex. 29).

2. The Employer

The Employer proposes to retain the current sick leave language. In response to the Association's proposal (cited above) the Village relies on the Wisconsin Family Leave Act which provides a benefit for spouse and child illness for up to two weeks per year and which permits an employee to substitute employer-paid leave for unpaid statutory leave.

V. DISCUSSION

A. Comparability: Six Bargaining Units or Fourteen?

A threshold matter which must be resolved in order to determine which of the parties' final offers shall be adopted is how the arbitrator is to apply the factors enumerated in in Sec. 111.77(6)(d). These are the "comparison of the wages, hours and conditions of employment of the employes involved in the arbitration proceeding with the wages, hours and conditions 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." The Union asserts that the proper comparison is with fire and police departments in the surrounding communities of Green Bay, De Pere, Allouez, and Brown County (6 bargaining units). The Employer contends that in addition to these, it is necessary also to compare Kaukauna, Menasha, Neenah, and Two Rivers (14 bargaining units) which have been the comparables relied upon since the issuance of Arbitrator Joseph Kerkman's 1985 award (Employer Exhibit 19). The following discussion will focus only on public sector employment since no comparability data have been provided for the private sector.

It is instructive to examine Arbitrator Kerkman's award, not only in regard to his analysis of the unique quality of the PSOs in Ashwaubenon and how he resolved the appropriate comparison for the purpose of wage rates, but for his definition of the statutory "comparable communities."

> The record here establishes that a comparison under criteria (d) is difficult, if not impossible, by reason of the unique nature of the Employer's department, and the employees' duties within the department. The record established that the Employer here has established a public safety department which requires employees to perform the duties of both police and firefighters. All employees within this bargaining unit are required to perform both functions. The record establishes, to the satisfaction of the undersigned, that there are no other employees performing similar services in public employment in comparable communities, or in private employment in comparable communities. Comparable communities have generally been determined to be those in the immediate geographic area which constitute an employment market. Here the general area surrounding Ashwaubenon includes Allouez, De Pere, Green Bay, Kaukauna, Menasha and Neenah, Two Rivers and Brown County. The

> record, however, established that none of the foregoing communities combined the duties of both police and firefighters in a public safety department as does the instant Employer. Consequently, any direct comparison of wage rates paid in the surrounding communities to the wage rates paid employees of this Employer fails to take into account the dual nature of the functions performed by the instant employees. A direct comparison of wage rates is not then the appropriate measure, in the opinion of the undersigned.
>
> . . . The wage rates were established initially by adding 10% to the average of wage rates paid to police and firefighters in surrounding communities. While there is no evidence that the foregoing plan has been formally adopted by the Village Board, the undersigned concludes that the 10% differential over and above wage rates paid in surrounding communities to police and fire personnel was contemplated from the inception of the institution of the Public Safety Department here....(pp. 6-7, emphasis added).

Thus Arbitrator Kerkman dealt with the question of the uniqueness of the Ashwaubenon PSOs by acknowledging that no direct comparison of wage rates is possible and by confirming that the 10% differential over the average paid to police and fire departments in surrounding communities was an appropriate way to deal with the unique quality of the department.

In the instant case, the Union has provided evidence of the original intent of the Ashwaubenon Village Board to have a public safety officer perform three functions, i.e., fire, police, and rescue (emergency medical services), and to pay an additional 10% over comparable salaries in surrounding communities. See, e.g., Union Ex. 31, 32, 36a, 36b, 36c, 36d, 36e. The statements of various Village Board and/or Fire and Police Commission members confirm their recollection that the PSO compensation system was to provide 10% over average comparable salaries. While all of the individuals who provided written statements to the Union agreed upon the intent to pay the additional 10%, there is no consistent recollection of which surrounding communities were relied upon. For example, Union Ex. 31: Montfort (1990) named only Brown County Sheriff Department; Union Ex. 32: Plucker (1990) recalled five to seven departments; Union Ex. 36a: Pamperin (1982), Brown County Police Department; Union Ex. 36b: Plucker (1984), "the area surveyed"); Union Ex. 36c: Baierl (1984), Brown County Police; Union Ex. 36d: Doney (1984), Brown County Police; Union Ex. 36e: Buchanan (1984), Green Bay, Allouez, and De Pere. Despite this confusion, Union Ex. 34, which the parties agreed at hearing was the 1979 survey prepared by the chief of police, John Konopacki, confirms that the communities surveyed for a comparison of the wages were Green Bay (fire and police), De Pere (fire and police), Brown County (police), and Allouez (fire).

The evidence of record further shows that the proposed salaries for PSOs in 1979 (Union Ex. 34) were adopted unanimously by the Police and Fire Commission on February 18, 1980, and that on February 26, 1980, the Village

Board approved the concept of a Department of Public Safety and set the salaries as recommended (Union Ex. 33).

The Union now proposes to return to the fire and police departments in the original comparable communities of the 1979 survey in order to determine wage rates for 1990. The argument is that since the original six bargaining unit comparables represent the original intent of the Village and are also the preference of the Union, an agreement has been reached, i.e., "...let no man cast asunder. The Village fathers have already decreed and ruled sub silentio that this Union's final, last offer must be adopted." (Union's brief, p. 3). While this meeting of the minds may have been true in 1979 and 1980, the Union has failed to explain all that has transpired between the parties since then. It is obvious that the parties sought arbitral resolution of contract impasse at least once. This arbitrator cannot ignore the clear and compelling language of the intervening 1985 Kerkman award which relies upon a comparison with 14 fire and police departments in eight surrounding communities. Nor can the arbitrator fail to give weight to the fact that the parties have voluntarily negotiated one-year contracts for the past four years utilizing the 14 comparables set forth in that award (see, e.g., Section 111.77(6)(h), i.e., "Such other factors"). The force of bargaining history is supported by arbitral precedent, see e.g., Elkouri and Elkouri, How Arbitration Works, BNA, 4th Ed., p. 811:

> "Where each of various comparisons had some validity, an arbitrator concluded that he sould give the greatest weight to those comparisons which the parties themselves had considered significant in free collective bargaining, especially in the recent past." (citation omitted).

Despite of the existence of these voluntary settlements, the Union now argues that the Ashwaubenon Public Safety Department is not directly comparable with police and fire departments and urges the arbitrator to reject a comparison of PSOs and non-PSOs (police and firefighters). The Union's comprehensive description of PSOs' daily duties makes clear that the role of the officers and their services to the community are unique. However, the Union's reliance on the Benton case in support of its argument is misplaced. In Benton the two groups being compared were support staff, i.e., cooks, custodians, and secretaries versus teachers. These are indeed disparate occupational groups; the education and training, as well as the services provided, have nothing in common. On the other hand, the PSOs share similar skills and responsiblities with firefighters and police officers, albeit to a different degree. It is clear from the record that from the inception of the department, the unique quality of PSOs has been taken into account by the Village and rewarded by an additional 10% in wages. In the instant negotiations, the Employer has not attempted to repudiate this formula and in fact its final offer clearly states that that the present practice of paying 110% of the blended average of the 14 comparable bargaining units shall be continued.

Based upon the weight of the evidence, therefore, the arbitrator concludes the appropriate comparables are the 14 bargaining units proposed by the Employer in its final offer.

B. Wage Increase

The Employer's final wage offer is based upon the formula of 110% of the blended average of the 14 comparable bargaining units which comes to an increase of 4.094% (Employer's Brief, p. 3). The Union's offer is 110% based on the blended average of six comparable bargaining units (Union Ex. 48). Although no percentage figure was provided by the Union, the cost of its proposed increase was calculated to be 11.24% by the Employer in its brief; this figure has not been challenged by the Union.

Although the Union has rejected the use of Kaukauna as an appropriate comparable community, both parties raised questions regarding the Kaukauna wage calculation data provided by each. The arbitrator has been provided argument and rationale as well as contracts for both the Kaukauna Fire and Police Departments; these have been carefully considered and the following rulings are made. First, the Employer has provided credible evidence that its data reflect the deletion of a mid-year increase for the Kaukauna Police department; thus the arbitrator finds that the Employer's figures are reliable for purposes of its analysis. The data for the Kaukauna Fire department presented by the Union in its Ex. 11 has been objected to by the Employer (Patterson letter, October 19, 1990). The Employer is concerned with columns regarding "Top Pay," "EMT," and "Paramedic Pay" and points out the difference in its calculations and interpretation, i.e., the Employer utilized "Firefighter Base" pay, while the Association relied on "Firefighter/Paramedic" and "Driver/Engineer/Paramedic" pay. In response, the Union indicates that it relied on Kaukauna Firefighter wages taken from the 1990-91 agreement and utilized the Firefight/Parmedic level because all new hires are required to be paramedics (Graylow letter, November 2, 1990). In reviewing Union Ex. 11, the arbitrator particularly noted some problems with the column entitled "Paramedic Pay." Footnotes indicate that this is "...(Top Pay)" and states further that "This should be used in calculation because Director Konopacki refuses certain people the opportunity to obtain this pay, where as in all other departments the position is awarded by seniority." The arbitrator cannot accept such subjective argument in the context of factual data nor would it be proper in a statistical analysis to compare top pay with base pay data. A comparison of the Firefighter <u>base</u> rates contained in the parties' exhibits and in the Kaukauna contract indicate the following:

<u>Kaukauna Firefighter Wage Comparison</u>

Kaukauna Contract (Bi-weekly wage x 26)	$ 20,872.54
Union Ex. 11 (Starting Pay)	20,945.08
Employer Ex. 17 (1990 Minimum, Monthly)	20,976.00

Differences between the Employer's and the Union's figures are not significant when one excludes the Paramedic category from the comparable wage analysis. The arbitrator, therefore, finds that the Kaukauna data relied upon by the Employer in its formula for wage comparisons is the more reliable and properly is included in its blended average formula. As noted above, the Union did not include any Kaukauna data in its wage comparability formula.

Employer Ex. 13 and 14 provide an over-all picture of the 1990 wage settlement pattern for the comparable police and fire department bargaining units. These range from 3.46% to 6.12%. Inspection of the data and comparison with the final offers of the parties indicates that the Employer's wage increase of 4.094% approximates the median of 3.96% (a more accurate measure of central tendency in this instance than an arithmetic mean), while the Union's 11.24% is far in excess.

Based upon the totality of the evidence and the discussion above, it is the arbitrator's holding that the final offer of the Employer on wages is the more reasonable and it is, therefore, accepted.

C. Vacation

The present vacation schedule provides annual paid vacation leave for line employees (PSOs) in Article XVII as follows:

1st year	0 days
2nd through 6th years	6 days
7th through 12 years	9 days
13th through 18th years	10 days
19th year and over	12 days

Although the language in the Union's final offer was ambiguous, it was later clarified in its reply brief to state the the Union seeks to add one day of vacation to each of the steps noted above. The examples given, however, are somewhat confusing since reference is made to "...seven (7) days off after <u>one</u> (1) year; ten (10) days off after six (6); eleven (11) days off after thirteen (13) years and thirteen (13) days off after (18) years. (Union reply brief, pp. 12-13), emphasis added. The arbitrator understands this to mean that "after one (1) year" refers to the second category noted above and that the Union does not propose to change the current understanding that there is no vacation benefit <u>during</u> the first year of employment. The Employer wishes to maintain the status quo.

The Union asserts that the PSOs are behind the average equivalency at each step when compared with the fire departments shown in Exhibit 25. The figures in this table are placed in columns which are then compared to the five steps of the Ashwaubenon vacation schedule. (De Pere and Neenah have four, Green Bay has six). Further, each column shows Y=end of year of service and D=Days allowed, which are then averaged and compared with the Ashwaubenon figures. Inspection of these data reveal certain statistical inconsistencies and incongruities which raise a question as to the reliability of this table. For example, the range of years shown in column C is from 3 to 13 with a mathematic average of 8. However, this average has no relevance for purposes of comparison. The placement of figures in the these columns is not based upon their own internal logic, but rather they are arbitrarily placed in in columns which purport to represent the same number of steps as Ashwaubenon. (Two Rivers has 12 steps [see Employer Ex.21], yet without explanation, these data are forced into five columns in the

table). Under these circumstances, the mathematical average does not serve any useful function in interpreting the data. The arbitrator does not believe that the evidence submitted by the Union in support of its final offer on vacation benefits is sufficient to carry its burden of persuasion.

It is therefore held that the final offer of the Employer, i.e, the status quo, on vacations is the more reasonable and it is adopted.

D. Sick Leave Conversion

The language of the Union's final offer, supra, sought substantial changes including, inter alia, an increase in the conversion percentage from 50% to 67% for line employees and to 100% for day employees, which would be used for payment toward health insurance. In addition, the Union sought to apply this payment regardless of reason for separation, that is, not limited to time of retirement. The Employer's final offer was to continue the status quo in which 50% of the dollar equivalent of accumulated sick leave is credited to employees who have worked no less than ten years and are eligible for retirement. In its brief, the Employer argued that conversion of sick leave and access to the Employer's group plan by employees who were terminated for just cause, or quit for employment where insurance was not available, was not a demand which would be voluntarily negotiated (p. 7). In its reply brief, the Association clarifies and considerably narrows its final offer and says that it seeks no change in the ten year/eligible for retirement provision. It cites Union Ex. 28 which shows that of the 14 comparable bargaining units used by the Village, 12 provide compensation toward health insurance upon retirement. The Union also claims that 67% for line employees and 100% for day employees is comarable to all communities in the Green Bay area and some used by the Village (Union reply brief, p. 13).

It is difficult to reach a determination as to which of the final offers in this instance is preferable in this instance because of the substantial change in the Union's statement of its final offer. Had the Village known of the interpretation set forth in the Union's December 24, 1990 reply brief at an earlier time, this issue might have been otherwise resolved. However, the Village relied upon the final offer dated 5/16/90 which is part of the evidentiary record herein and addressed its argument to the demands set forth in that document. Although the data presented in Union Ex. 28 appear to give the edge to the Union's comparability argument, it would not be equitable to select the Union's re-interpreted final offer since the Employer has not been given an opportunity to consider the costs and other ramifications such an amended offer would entail. It is therefore held that the final offer of the Employer on sick leave conversion, which is the status quo, is the more reasonable.

E. Use of Accumulated Sick Leave for Family Illness

The Union has proposed that employees be permitted to use accumulated sick leave for illness of a family member and states that it seeks to bring the contract in conformity with the Wisconsin Family Leave Act, Sec. 103.10 Wis. Stats. Support for this position is provided in Union Ex. 29 which shows that 11

of the 14 comparables provide this benefit. The Employer's offer would continue the present language of the contract. In its brief, the Employer points out that under the statute, the benefit for spouse and child illness is provided for up to two weeks per year and allows an employee to substitute employer paid leave for unpaid statutory leave. It should be noted that the Employer's statement of the requirements of the Act set forth in its initial brief was not contested by the Association in its reply brief. Thus under the Employer's offer, even without a change in contract language, an employee would be permitted to utilize two weeks of accumulated sick leave (paid leave), while under the Union's offer, an employee who, for example, had 4 weeks of accumulated sick leave and wished to take all that time off to attend to an ill family member could do so. Based upon the evidence of record, which is relatively meager, it would appear that the Union's final offer, which contemplates the ability to use all accumulated sick leave for family illness, exceeds rather than conforms to the Wisconsin Family Leave Act. Notwithstanding that fact, it would appear from the evidence of record that the trend among the comparables is to permit such usage of accumulated sick leave. The arbitrator therefore finds that the Union's final offer on this issue is the more reasonable.

Although the Employer alluded to "total package" in its brief (at p. 4), neither party submitted sufficient data or argument for an analysis of this factor pursuant to Sec. 111.77(6)(f), "the overalll compensation presently received by the employes..." Therefore, no finding will be made on this issue. The Union accuses the Village of crying poverty, implying an inability to pay argument, however, the statement of the Employer in its brief does not appear to the arbitrator to reach that level. Rather, the Village asserts that the Association demand would cost the Village "virtually three times its final offer" and place it "at great economic risk." It objects to a package that is so much greater than any voluntary settlement, but nowhere does it claim that the Village would not be able to pay, if so mandated. No weight shall be accorded to this factor. There has been no argument as to the lawful authority of the employer nor has there been any significant change in circumstances during the pendancy of these proceedings.

VI. SUMMARY AND CONCLUSIONS

The final offer of the Employer has been found to be the more reasonable on the issues of comparables, wages, vacation, and sick leave conversion. The final offer of the Union on use of accumulated sick leave for family illness has been deemed to be more reasonable. Based upon the great weight of the evidence, it is therefore determined that the criteria favoring the Employer's final offer outweigh that of the Union's final offer.

VII. AWARD

The final offer of the Village of Ashwaubenon, along with any stipulations of the parties, is to be incorporated into the written 1990 Collective Bargaining Agreement of the parties.

Dated this 31st day of January, 1991 at Milwaukee, Wisconsin.

Rose Marie Baron, Arbitrator

APPENDIX "A"

NEGOTIATION DISPUTE

In the Matter of a Petition
For Municipal Interest Arbitration

By the Ashwaubenon Public
Safety Officer's Association

and

The Village of Ashwaubenon, WI

Employer's Final Offer

Case No. MIA- TO BE ASSIGNED BY WERC

The Village of Ashwaubenon makes the following Final Offer on all issues in dispute for a successor Agreement.

1. Term: 1-1-90 Through 12-31-90,

2. Present Agreement:

   All provisions of the 1989 Agreement not modified by this offer or a Stipulation of Agreed Upon Items, if any, between the Parties shall be included in the successor Agreement.

3. The items attached hereto and initialed by the Employer's Representative.

Bruce K Patterson

For the Village

5/16/90 3:45 PM

Date

ATTACHMENT - FINAL OFFER
- VILLAGE OF ASHWAUBENON

1. WAGE INCREASE: THE WAGE FORMULA BASED ON SPECIFIED COMPARABLE JURISDICTIONS SET FORTH IN APPENDIX B OF THE 198. LABOR AGREEMENT BETWEEN THE PARTIES BE CONTINUED, THE PRESENT PRACTICE OF THE FORMULA RESULTING IN THE SALARY OF THE Public SAFETY OFFICER I MAXIMUM RATE BEING 110% OF THE BLENDED AVERAGE OF THE FOURTEEN COMPARABLE BARGAINING UNITS SHALL BE CONTINUED. THE PRESENT ANNUAL DIFFERENTIAL OF $502.44 BETWEEN THE STEPS FOR Public SAFETY OFFICER I AND II SHALL BE MAINTAINED

Bruce Patterson
FOR THE VILLAGE
OF ASHWAUBENON

5/16/90
DATE

APPENDIX B

PROCEDURE FOR ANNUAL IMPLEMENTATION OF SALARY FORMULA FOR ASHWAUBENON PUBLIC SAFETY OFFICERS ASSOCIATION

The Village of Ashwaubenon, hereinafter the "Village," and the Ashwaubenon Public Safety Officers Association, hereinafter the "Association" do hereby agree as follows:

For the purpose of implementing the annual wage adjustment for the Association based on the following "comparable" jurisdictions and collective bargaining units: Police and Fire - De Pere, Green Bay, Kaukauna, Menasha, Neenah and Two Rivers; Police only Brown County; Fire only Allouez, the Village and the Association agree to the following procedure:

1. On or about January 1 of each year the Village will contact the above cited jurisdictions to obtain the negotiated salaries for the applicable bargaining units for the calendar year beginning on said January 1.

2. On or about February 1, of each year the Village shall furnish the information obtained from the jurisdictions to the Association and if desired by either party a meeting shall be held between the parties to discuss the information.

3. If ten or more of the bargaining units are settled for the current labor contract year, the Village will proceed to implement the resultant average wage change in a timely manner.

4. If fewer than ten bargaining units are settled for the current labor contract year the Village will implement a "good faith" increase in amount to be agreed upon by the Association and the Village. Said increase to be implemented in a timely manner.

5/16/90
5:45 PM

Association **APPENDIX "B"**

Final Offer 5/16/90

1.) Salary - 10% Above Greenbay Fire, Greenbay Police, DePere Fire, DePere Police, Brown County Sheriff Dept. and Allouez Fire.

10% Above Average base Salary at each corresponding level of experience.

2.) Vacation - Add one day Vacation For all Union employee's (line employee's included)

3.) Conversion of Sick time - Sixty Seven percent Conversion of accumulated Sick time to be Paid toward health insurance ~~after 10 yrs. of service~~ Within the Group with the option to Continue ^ Self payment until Medicare. Payment shall be made regardless of reason For Seperation. This Sixty Seven percent is For 24 hr. employee's. Line or day employee's will receive One hundred percent conversion to health insurance.

4.) Family Sick Leave - Change wording in sick leave to include Spouse, children, and Childbirth

5.) All provisions of the 1989 Agreement not modified by this offer or a stipulation of Agreed Upon items, if any, between the parties shall be included in the Successor Agreement

Term - 1-1-90 thru 12-31-90

Donald J Pe...