

STATE OF WISCONSIN

Before the Interest Arbitrator

In the Matter of the Petition	)	
of	)	Case 100
Brookfield Professional	)	No. 52251 MIA-1975
Police Association,	)	Decision No. 28551-A
WPPA	)	
For Final and Binding	)	
Arbitration Involving Law	)	
Enforcement Personnel in the	)	
Employ of	)	
City of Brookfield	)	
(Police Department)	)	

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APPEARANCES

For the Association:

John Kiel, Attorney

For the City:

Roger Walsh, Attorney

WELSH  
APR 24 1995

PROCEEDINGS

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

On October 27, 1995 the undersigned was appointed Arbitrator by the Wisconsin Employment Relations Commission pursuant to Section 111.77 (4)(b) of the Municipal Employment Relations Act, to resolve an impasse existing between Brookfield Police Association, hereinafter referred to as the Association, and the

City of Brookfield Police Department, hereinafter referred to as the Employer.

The hearing was held on January 26, 1996 in Brookfield, Wisconsin. The Parties did not request mediation services and the hearing proceeded. At this hearing the Parties were afforded an opportunity to present oral and written evidence, to examine and cross-examine witnesses and to make such arguments as were deemed pertinent. The Parties stipulated that all provisions of the applicable statutes had been complied with and that the matter was properly before the Arbitrator. Briefs were filed in this case and the record was closed on March 15, 1996 subsequent to receiving the final briefs.

ISSUE

The following represents the issues in dispute in this matter:

	<u>City</u>	<u>Association</u>
Wages:	1/1/95 - 3.5% 1/1/96 - 3.5%	1/1/95 - 3% 7/1/95 - 1.25% 1/1/96 - 3% 7/1/96 - 1.25%
Sick Leave:	Status quo	Increase the maximum accumulation by 12 days to 132 days.
Uniform Allowance:	1/1/95 - Add'l \$10 1/1/96 - Add'l \$10	1/1/95 - Add'l \$10 1/1/96 - Add'l \$10
Vacation:	Retain current 15 days vacation for 8 years of service	15 days for 7 years of service
Promotional Service Eligibility Requirements:	Change existing contract provision from 3 years departmental seniority to 3 years experience as a full-time police officer within the state of Wisconsin.	Status quo

The above issues along with the tentative agreements reached during bargaining would provide the basis for the 1995-1996 Collective Bargaining Agreement between the Parties.

## ASSOCIATION POSITION

The following represents the arguments and contentions made on behalf of the Association:

The City of Brookfield is part of the suburban Milwaukee metropolitan area located in eastern Waukesha County, 12 miles west of the City of Milwaukee. Current population is in excess of 36,000, making Brookfield the fourth largest Milwaukee suburb. The City residents enjoy the lowest property tax rates among the 27 reported comparable communities. In addition, Brookfield allocates a comparatively small share of its budget to police services. Of the 28 communities which Brookfield compares to, 22 allotted more of their annual budget to police services than Brookfield. The City employs 1.7 law enforcement officers for every 1,000 residents, tying it for 19th place among comparable communities.

The Brookfield police force is one of the most productive police forces in suburban Milwaukee. Workload indicators show that in 1994, Brookfield police officers were among the most productive in the comparable pool. They ranked 7th in arrests per officer.

Over the years Brookfield police officers have been reasonable and responsible in their bargaining demands. They

have agreed to wage increases that have helped Brookfield residents enjoy the lowest taxes and some of the most affordable police protection in the Milwaukee area. The record will show that the Association has agreed to proposals that afford Brookfield residents police protection delivered by officers who provide more service for less money than other police officers in the comparable pool. The Brookfield police officers have suffered a significant decline in their relative salary ranking.

The record shows that the Association's present position continues to be responsible and is the most reasonable of the final offers. It will demonstrate that the Association has agreed to a significant health insurance concession requested by the City. The Association has structured a catchup/keepup wage offer which minimizes the economic impact on Brookfield residents and continues to allow them to enjoy low taxes and a productive low cost police department. It also provides a reasonable quid pro quo for the health insurance concession. The Association's position on secondary issues brings Brookfield police officers in line with its comparables.

The primary issue in dispute is the respective wage proposals. The Association's proposal provides for an 8.5% lift during the two-year contract life while the City's proposal provides for a 7% lift. Therefore, the difference is 1.5% over the contract's life. The current wages enjoyed by Brookfield

patrol officers show that Brookfield is well below the comparable mean and, in fact, there has been a relative rank decline of 12 positions between 1980 and 1994. The Association's wage offer provides police officers with modest movement towards the comparable group mean, while the City's offer would require a further decline in relative rank. In looking ahead to 1996, a number of units have settled above the 3.5% lift offered by the City. As other settlements come in, it is likely that the City's offer will cause a further decline in the relative ranking. For the above reasons, therefore, the Association's offer is most reasonable.

It is the Association's position that the wages of the Brookfield police officers should be near the top of the comparable pool. The City is a relatively well-off community with Milwaukee's fourth largest suburban population. Brookfield residents enjoy low taxes, low police spending and a productive police force, therefore, the officers should earn a wage that is commensurate with their responsibility, performance and community standard. In addition the Association attempted to mitigate the effect of its higher offer by splitting its wage proposal. This reduces the lift in each year of the contract. Finally, the Association's offer incorporates an appropriate quid pro quo which is the Association's health insurance concession. Each employee will contribute \$120 towards health insurance in 1996, assuming the payments take effect on July 1, 1996. For the

above reasons, it is the Association's wage offer that is most reasonable.

The City's offer is unreasonable because it provides absolutely no catchup under any analysis; instead, it causes a decline in relative rank and causes the wages of a Brookfield officer to fall further behind the comparable group mean. While only half of the 28 comparable communities have reached 1996 settlements, comparison of the 1996 wages among the settled units provides some guidance and demonstrates that it is the Association's 1996 wage offer that is the more reasonable. Of those that have settled, the City's offer places the Brookfield patrol officers at a relative rank of 13 in front of only Elm Grove and Thiensville. Under the City's offer the patrol officers would earn \$563.11 less than the mean of the 1996 settled units. Both offers leave patrol officers near the bottom of the settled comparable pool in terms of total direct compensation.

With respect to the quid pro quo, in 1994 the City paid 100% of the single or family plan premium costs of its police officers. The Association agreed to the City's premium sharing demand. Upon ratification police officers will face a \$20 per month premium sharing obligation. This concession represents 1/2 of 1% of the 1996 wages and meaningfully reduces take-home of pay Brookfield police officers. The majority of police officers

in comparable communities are not required to make health insurance premium contributions. Of those settling in 1996, only the city of Brookfield provides for an increase in employee health insurance premium contributions. The City proposed and obtained a significant change in the health insurance status quo, therefore, the appropriate quid pro quo can be found in the Association's wage offer and the Association's offer should therefore be incorporated into the agreement. Finally, the Association's wage offer is more reasonable than the City's because it recognizes that the wages of the Brookfield police officers should reflect their level of productivity. Brookfield police officers average 23 1/2 arrests placing them at 7th among the comparables. During the first six months of 1995 Brookfield police officers ranked 9th and remained among the most productive officers in the comparable pool. Arbitrator Christiansen stated in a previous award: "There is no particular reason why Brookfield police officers should be paid less than other suburban police officers."

The Association's position on the secondary issues is more reasonable than that of the City. The Association's proposal to increase sick leave accumulation, uniform allowance and to reduce the years of service eligibility for 15 days of vacation are only catchup proposals designed to provide benefits comparable to those enjoyed by police officers in comparable communities. The Association has shown that these benefits received by Brookfield



officers fall well below that of other suburban police officers. The Association also has offered quid pro quos, if required. In addition to the health insurance concession the Association also agreed to eliminate Article 23 of the contract. In addition, the City is allowed to schedule the community services officer position on a 5/2 schedule, and the City is allowed to require police officers to perform janitorial duties under Section 22.01. The Association contends that the City proposal to change the promotional system status quo was unreasonable. There is no demonstrated need for this change and there is no offer of an adequate quid pro quo for the change requested. The City's proposal does not enjoy any comparable support. For each of the three changes proposed by the Association, the changes would maintain comparability with police officers in other communities. Therefore, these proposals are in the nature of a catchup provision.

The City failed to demonstrate a need for the change in the promotional status quo. Chief Jacobs testified that the City has never had a problem in finding applicants for promotional positions and has never left a promotional position unfilled due to the lack of a qualified applicant. In addition, the City failed to offer an adequate quid pro quo for this proposed change, particularly when you consider the City's wage offer would result in a decline in ranking. Finally, the City's

proposal to revise the promotional eligibility standards lacks comparable support.

The Association also responded to the City's brief: The City claimed that an internal wage settlement pattern supports its final offer of 3.5% each year. This fails to fully account for all of the economic considerations within the bargain between the Parties. The City has significantly deviated from the status quo with its demand that police officers share in the cost of health insurance. The proponent of such a change carries a heavy burden. While the Association agreed to the City's health insurance cost sharing proposal, the Association does not agree that the City offers an appropriate quid pro quo for the concession. It is reasonable to compare the wages and health insurance payments of all internal units. The City failed to recognize that in 1995 the 3.5% increase agreed to by the Library DPW Utilities Parks and the 4% increase agreed by dispatch employees were not accompanied by an agreement to contribute to health insurance premium costs. The internal settlements indicate that an increase of 3.5% represents an appropriate 1995 wage increase without a health insurance concession. Therefore, with the health insurance demand of the City, the Association feels that its split wage increase results in an appropriate quid pro quo.

The firefighters' settlement does not establish an internal pattern for 1995. Settlements among police and fire units are not necessarily enough by themselves to make an internal pattern. The City has not introduced the complete settlement terms of the firefighter contract. As for 1996, the city cannot argue that an internal settlement pattern has evolved because only the firefighters have settled for that year. Therefore, the City has failed to carry its burden to show that an internal pattern exists.

If an internal wage settlement pattern does exist, then a break from it is warranted by the facts or circumstances of this case. Internal patterns of settlement are not necessarily the controlling criteria. Arbitrators agree that where compelling circumstances exist, deviations from internal patterns may follow. The Association has shown that the City's offer would cause erosion in the relative ranking for patrol officers with respect to the external comparables. The City's proposal places members of the bargaining unit at an all-time low in relation to police officers and other comparable communities.

The City argues that the Arbitrator should give greater weight to internal comparables over external comparables when considering the fringe benefit improvements asked by the Association. The legislature has not seen fit to give internal comparables greater weight than externals under the Wisconsin

statutes. Furthermore, arbitrators have found that internal comparables should not be a primary factor, but one of many factors that are considered by interest arbitrators. In addition, the City fails to fully support its internal comparability argument. The City has not shown that other non-law enforcement employees have the same uniform expense as its police officers, the same sick leave needs or the same promotional progression. Therefore, it is the Association's final offer with respect to secondary issues that is more reasonable. The City argues that it is percentage increases that ought to be compared and that the Association's salary lift is almost 1/2% higher than the average rate lift increase and is higher than the rate lift increases granted in 25 of the 26 comparables. This argument should be rejected because, on the basis of dollars, the City's offer further erodes the relative ranking and the relationship to the median compensation of its comparables.

The City argument regarding its promotional proposal is unpersuasive. The City claims this is an exclusive management prerogative which can be changed by the employer without bargaining. Prior to the certification of the final offers, the City could have raised this claim through a petition before the WERC. It chose not to do so and allowed the matter to proceed to arbitration. Now that the matter is before an arbitrator, it is appropriate to treat the matter as a mandatory subject of

bargaining and apply the same criteria as applied to other issues. When the statutory criteria are considered as a whole, it is apparent that the Association's offer is the more reasonable of the two with respect to the promotional proposal.

The City argues that the cost of living criterion decides this dispute in its favor. Arbitrators have held that the cost of living criterion is not dispositive in an interest arbitration. This Arbitrator and others have determined that the external comparables are the best measure of cost of living.

For all of the reasons above and those in the Association's brief in chief, the Association proposes the most reasonable of the final offers is the Association's final offer, and it is that offer that should be incorporated into the successor agreement.

#### CITY POSITION

The following represents the arguments and contentions made on behalf of the City:

It is the City's position that its final offer should be selected because it is more in line with the criteria required

under Section 111.77 of the Wisconsin statutes. The City's offer on minor issues is more preferable. The City has offered a \$10 increase in the annual uniform allowance, the same as the firefighters' union voluntarily agreed to accept in its 1995-96 agreement. The firefighters and the police officers accepted the same uniform allowance increases since 1991. The Association is attempting to break this consistent pattern. In addition, ten of the external comparables support the City's position.

With respect to maximum sick leave accumulation, all City employees who work a 40 hour work week have a 120 day sick leave accumulation. Arbitrators generally give the greatest weight to internal comparables when considering fringe benefit proposals. In addition, several of the external comparables have the same 120 day maximum sick leave accumulation. Brookfield is not unique. Arbitral authority gives general preference for giving greater weight to the internal comparables. In addition, the Association is proposing a change in the status quo, and those who wish to change the status quo have a significant burden of proof to substantiate their proposal. There is no strong reason or proved need, and the Association has offered no quid pro quo for the proposed change.

Regarding eligibility for the third week of vacation, the internal comparables fully support the City's final offer. In addition, a number of external comparables require 8 or more

years of service for the third week of vacation. Again, the Association is proposing to change the status quo, and clearly the Association has not met its required burden of proof on this issue.

The City has proposed to change the service requirements for promotional exams. Often, the City hires applicants for vacant police officers positions who have had several years of experience as full time police officers for other Wisconsin municipalities. The City is only proposing that these individuals be allowed to sit for the exams and be considered for promotions. This is no guarantee that they would receive the position. There is some support among the external comparables for the City's proposal using law enforcement rather than departmental experience. The City argues that it has a legitimate reason for proposing the change--to obtain the best possible pool of applicants for a promotional position. In addition, the WERC has long held that this is an exclusive management prerogative and thus a permissive subject of bargaining.

The major issue in these proceedings is the wage proposals. The City's offer maintains the internal consistency for City of Brookfield employees. The Brookfield firefighters' recent voluntary agreement for a contract covering the same period that will be in effect for the Brookfield police officers contains the

same two year salary increase that is being proposed by the City to its police officers. There is a long history of the police officers and firefighters receiving the same percentage salary increases. The Association may argue that the Brookfield police officers are low paid and are in need of catchup, However, the City Exhibit 14A indicates that the Brookfield firefighters' relative position to the monthly salary rate of other firefighters in the metropolitan Milwaukee area is similar to that of Brookfield police officers. The Brookfield firefighters' monthly salary rate is .997 of the average external comparable salary rate as compared to the Brookfield police officer monthly salary rate comparison of .993. Since the Brookfield firefighters voluntarily agreed to the same salary increases, the Association catchup claim is the basis for deviating from the historical wage parity relationship must be rejected. The great weight of arbitral authority recognizes the use of internal comparables in circumstances such as these. The acceptance of the Association's offer would most likely usher in an era of interest arbitrations since no represented unit would see the benefit in adhering to an internal pattern of wage increases if the possibility exists that, regardless of the equities, it can better the prevailing settlement percentage through arbitration.

The City's offer is in line with increases granted to similar employees in comparable municipalities. The average cost increase for 1995 for these 26 municipalities was 3.68%,



and the average lift increase for 1995 was 3.84%. For 1996 the average lift increase for 14 of the municipalities which have settled is 3.63%. Therefore, the City's 3.5% proposal is most consistent with the average increases among the comparables, both as to actual cost increases and rate lift increases. While the Association's actual cost increase for 1995 is 3.625, the lift is almost 1/2% higher than the average rate lift increase and would be higher than the lift rate increases granted in 25 of the 26 comparables. For patrol officers in 1994 the monthly salary of \$3,201 was almost the exact average monthly salary rate of the 26 external comparables at .993% of that average monthly salary rate. When the total wage rate increase for 1995 is taken into consideration, the wage rate is still almost the exact average monthly rate at .990%. There are not enough settlements in 1996 to make an actual average salary type of comparison. The same or similar relationships exist at the corporal, detective and sergeant rates.

Finally, the City offer exceeds increases in the consumer price index. The average annual increase in 1995 was 2.8%. During these years the annual increase equaled or exceeded 3.0% in only 3 of the 24 months. The City's wage offer of 3.5% exceeds the increases in any of the various indices normally used to measure increases in the consumer prices for the Milwaukee area. The Association's final offer would result in a wage increase that is over 50% higher than the annual increases

in the cost of living. Some arbitrators have ignored or downplayed the increases in the consumer price index and have felt that settlements in comparable municipalities are to be used as a measurement of determining increases in the cost of living. The cost of living factor in sub-section E of the statute is a separate and distinct factor. Utilization of settlements of external comparables as the basis for determination of cost of living increases gives far too much weight to external comparable settlements which must be considered under a separate sub-section D. Clearly, the City's final offer is more comparable to increases in the various consumer price indices and therefore, is to be preferred on the basis of this statutory factor.

The City also responded to the Association's brief as follows: The Association claims it is entitled to a catchup increase but cites no authorities to back this contention. If such were true, then the corollary would also have to be true and employers are entitled to a catch down increase as soon as the salary levels exceed the average of the comparables. Such a situation would result in a perpetual state of interest arbitration. The Association contends that its ranking slipped from 7th to 19th among the comparables, but when comparing the actual salaries paid, the salary rate is very close to the salary comparisons that existed in 1975. When voluntarily collective bargaining was allowed to work, the Parties settled back into the same relationship to the comparables that they had been in before

two interest arbitration awards artificially changed the relationship.

The voluntary collective bargaining process is one of compromise and meaningful give and take. In voluntary collective bargaining, the nature of compromise means that success of one area often results in reductions in other areas. Just because over time one area has become below average does not mean that the Party is entitled to a quick fix or immediate catchup. Such change must also occur gradually over time. Arbitrators have found that interest arbitrators should be reluctant to disrupt the wage relationships that have been voluntarily agreed to in this case over a 13 year period of voluntary collective bargaining. During the past period of voluntary collective bargaining, the Association has been interested in matters other than salary levels. When comparing the two proposals, the City's offer would result in a reduction of one rank among the external comparables for 1995, however, the Association's offer would result in a two rank increase for the same period. Thus, the Association's offer makes a greater change in the status quo. The Association is not entitled to a catchup increase. The present situation is precisely that type of situation anticipated to occur over a long term collective bargaining relationship. The City exhorts the Arbitrator to let voluntary collective bargaining have a chance to resolve the situation by itself. The City's salary offer which is consistent

with the increases granted by the external comparables and in line with salary increases granted to the internal comparable and with increases of cost of living must be favored under the statutory criteria.

The Association's higher than average salary increase is not justified by its alleged quid pro quo. Quid pro quos are issues that are in dispute. The City's request for employee contribution to the health insurance premium has already been agreed to by the Association. This was not conditioned on the City accepting any of the Association's proposals but was voluntarily agreed to without requiring the City to give a quid pro quo. The City's voluntary agreement with the firefighters was reached in April, 1995. It provided for the same salary increase as the City is proposing to the police association and employee contributions of \$15 per month beginning in May of 1995, which would increase to \$20 per month effective January 1, 1996. Firefighters have already been contributing towards their health insurance premium. The Police Association's health insurance concession has not yet been put into effect and will not until the Arbitrator issues his award. Thus, each police officer will pay nothing toward the 1995 health insurance premium and will likely pay no more than a total of \$140 toward those premiums in 1996. This disparity results from the Association's decision to petition for interest arbitration proceedings. The firefighters received no special quid pro quo for its agreement to contribute

toward the health insurance premiums. The Police Association's demand that the Arbitrator consider this health insurance contribution a quid pro quo is pure nonsense and must be rejected by the Arbitrator. Likewise, the Arbitrator should reject the Association's contention that the health insurance contribution proposal would be an additional quid pro quo for its proposed changes in the fringe benefit area. In addition, the Association asked the Arbitrator to consider other changes in the contract as a quid pro quo for its status quo change proposal. None of these changes, however, would serve as an appropriate quid pro quo for these proposed changes. The City also made concessions during the voluntary phase of this bargain, which are included in the tentative agreements.

The Association's comparative tax rate and police productivity rates statistics are misleading. Comparisons of tax rates are inappropriate to consider when comparing one municipality to another since the type and level of services will vary from municipality to municipality. Likewise, the percentage of budget is also a misleading statistic since the Association does not look at actual dollar amounts. Clearly, a comparison of percentages of budget are meaningless. In addition, the Association's workload indicators are based on statistics that are used by the Association and lists only offenses reported, not arrests or clearance rates. Arrests and clearance rates are presented in different tables in the

publications cited and not put into evidence. Thus, the Association's attempt to show a high workload has no basis in fact and is merely an unsupported self-serving statement.

The Association's computation of the total lift and yearly actual cost of its salary increases is erroneous. While the Association claims that a lift of 8.5% over the contract's life, it is actually 8.76%. These costs should be based on actual costs and when split costs are claimed, should be carried over to the following year's actual costs. The Association's hourly rates and total direct compensation figures are artificially inflated and contain many inaccuracies and omissions noted in the City's reply brief. Thus, the Arbitrator should reject the Association's hourly and total direct compensation comparisons. The Arbitrator should only consider the base salary comparisons since the comparisons of both Parties contain basically the same data with only a few minor differences.

The external percentage increase comparison favors the City's offer, both in 1995 and 1996. Likewise, the Association's attempt to compare actual 1996 wage rates is improper since they make a dollar comparison with only the 14 municipalities that have settled for 1996. The use of this smaller group only distorts any comparative picture. The City would note that it did not impose its health insurance proposal on the Association. The Association freely accepted it. This

agreed to contribution came with no strings attached and with no additional concessions required to be given by the City. Finally, the Association's presentation totally ignores the internal settlement pattern and internal salary and benefit comparisons that arbitrators consistently utilize.

Accordingly, on the basis of the testimony and evidence presented by the Parties and on the above arguments, the City requests that the Arbitrator select the final of the City as the more reasonable under the factors listed in Section 111. 77(6) of the Wisconsin statutes.

## DISCUSSION AND OPINION

With respect to the factor given greatest weight as delineated in Wisconsin Act 27 (1995), neither side brought forth any directives or state law that would impinge on this matter; therefore, this factor while considered in this interest arbitration is not determinative. The factor given greater weight, which is the economic conditions in the jurisdiction of the municipal employer, likewise was not raised by either party in this matter and, clearly, the economics of the City of Brookfield would allow it to fund either proposal without undue economic hardship.

Most interest arbitrations are difficult at best, however, this case ranks near the top in terms of the closeness of the call. Both sides made excellent and thorough arguments.

With respect to the minor fringe benefit proposals coming from the Association involving uniform allowance, sick leave, maximum accumulation and third week of vacation eligibility, a review of the statutory criteria shows that the decision with respect to these three items shows that the internal and external comparables are the factors on which these items must be decided. The external comparables somewhat favor the Association's position, while the internal comparables strongly favor the City's position. Of particular note is that the internal



comparables were basically reached through voluntary bargaining, and since it is the Association that bears the burden of showing strong reasons and a proven need for these changes or a quid pro quo, it is the City who has narrowly prevailed with respect to these items. The Association attempted to use the agreement on health care contribution as a quid pro quo for both its position on the salary increases and for these changes in fringe benefits. It appears to this Arbitrator that the Association cannot have it both ways and that the quid pro quo argument would be better served in the wage area. The Arbitrator would note that these fringe benefit increase proposals are very minimal and not at all determinative to the outcome of this case.

Regarding the City's proposal to change the status quo on the promotional service eligibility requirements, again this Arbitrator has required that where one side or another wishes to deviate from the status quo of the previous collective bargaining agreement, the proponent of that change must fully justify its position and provide strong reasons and a proven need, or there must be a showing that there is a quid pro quo or that comparable groups were able to achieve this position without the quid pro quo. While there is some support in the external comparables, it is very limited. The Arbitrator finds in view of the arguments presented and noted above that the City has not met its burden of fully justifying its position. It particularly failed in the area of showing a proven need. There is no showing in the record

that the City has ever lacked for a qualified candidate to fill a promotional position because of current contract language. Therefore, the City has not sustained its position for changing the status quo and with respect to this item, the Association will prevail. As noted above this is a very minor issue and not determinative.

We come finally then to the major issue of this interest arbitration and that is wages. Three statutory criteria were strongly argued by both sides which are again the internal and external comparables and the City argued strongly that the cost of living criterion favored its position over the Association's. The Arbitrator, after reviewing all of the evidence presented, finds that the internal comparables very strongly favor the City's position. It is true that this Arbitrator has been reluctant to compare police units with other units of city government, however, in Brookfield we have the added situation wherein the firefighters union voluntarily agreed to accept their 1995-96 agreement. This agreement also included a contribution for health care benefits that the Brookfield police officers have been able to avoid by virtue of this interest arbitration so that during the years 1995 and 1996 the Brookfield firefighters will have paid a substantially higher amount of health care contribution than the police officers. Yet the firefighters voluntarily agreed to the 3.5% increases that were proposed also to the police officers.

The external comparables, however, strongly favor the Association's position in this matter. This Arbitrator agrees with Arbitrator Christiansen wherein he held "There seems to be no particular reason why Brookfield police officers should be paid less than other suburban officers. Their duties are essentially similar and the community resources are similar. If anything, community resources would suggest above average salaries in Brookfield." This Arbitrator would also add that this view by Arbitrator Christiansen could be even more strongly held today. One needs only to drive up and down Blue Mound Avenue to see the growth that Brookfield is enjoying in its commercial tax base. This Arbitrator is at a loss to determine why Brookfield's police officers and in fact firefighters are being paid below the average for the external comparable communities. Therefore, again this Arbitrator finds that the external comparables strongly favor the Association's position.

With respect to the cost of living provision, both proposals exceed the cost of living statistics, and this Arbitrator has noted in numerous other awards that he is of the opinion, as are many other interest arbitrators in Wisconsin, that external comparables are the best gauge of determining the appropriate cost of living.

We come then finally to a decision in this matter and, as noted above, it is an extremely close decision. The argument that has been most persuasive to this Arbitrator is the argument made by the City indicating the extremely negative effect on voluntary collective bargaining in the city of Brookfield if the police are allowed to achieve a substantial increase over what the other bargaining units have voluntarily settled for. If the firefighters had not settled for the same percentage the City has offered including a contribution to the health care benefits package, then the outcome might be different. But this Arbitrator does not want to send a message that it is through interest arbitration that parties can easily gain what they have been unable to gain through the collective bargaining process. Therefore, in a very narrow and close decision, it is the City of Brookfield that will prevail.

Before closing, however, this Arbitrator would like to state to the Brookfield elected officials and to the City's negotiators that he again finds it very difficult to understand why the City of Brookfield employees are paid below average. The BPD is productive by most measures and the further decline in the relative ranking as a result of this round of bargaining is disturbing. The City asked for a chance to correct this inequity through voluntary bargaining. The Arbitrator will take them at their word.

AWARD

On the basis of the foregoing and the record as a whole, and after full consideration of each of the statutory criteria, the undersigned has concluded that the final offer of the City of Brookfield is the more reasonable proposal before the Arbitrator and directs that it, along with the stipulations reached in bargaining, constitutes the 1995-1996 agreement between the Parties.

Dated at Oconomowoc, Wisconsin this 22nd day of April, 1996.

A handwritten signature in black ink, appearing to read 'R. E. McAlpin', written over a horizontal line.

Raymond E. McAlpin, Arbitrator