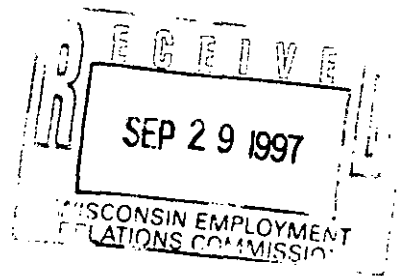


STATE OF WISCONSIN
BEFORE THE ARBITRATOR



In the Matter of an Interest Arbitration :
 :
 between :
 :
WISCONSIN PROFESSIONAL POLICE :
ASSOCIATION/LEER DIVISION :
 :
 and :
 :
CITY OF FITCHBURG :

Appearances:

Richard Little, Bargaining Consultant, and Glen Sharp, Business Agent, Wisconsin Professional Police Association/Leer Division, appearing on behalf of Wisconsin Professional Police Association/Leer Division.

Axley Brynelson, Attorneys at Law, by Michael J. Westcott, Attorney appearing on behalf of the City of Fitchburg.

Background

The Wisconsin Professional Police Association/Leer Division, hereafter the Union, and the City of Fitchburg, hereafter the Employer, are parties to a collective bargaining agreement which expired on December 31, 1995. The parties attempted to agree on a successor contract for 1996 and 1997. Failing to do so, the Union filed a petition on June 6, 1996 with the Wisconsin Employment Relations Commission to initiate arbitration pursuant to Sec. 111.77(4)(b) of the Municipal Employment Relations Act. On January 22, 1997 the WERC certified that an impasse had been reached and ordered arbitration.

On February 19, 1997 the WERC, on the advice of the parties, appointed the undersigned to arbitrate the dispute. A hearing was held on April 14, 1997 in Fitchburg, Wisconsin at which time the parties were present and given full opportunity to present written and oral evidence. Briefs were filed by the parties, the last of which were exchanged through the arbitrator on July 18, 1997.

Statutory Criteria

As set forth in Wis. Stats. 111.77(6), the arbitrator is to consider the following criteria:

- a. The lawful authority of the municipal 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 wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employes performing similar services with other employes generally:
 1. In public employment in comparable communities.
 2. In private employment in comparable communities.
- e. The average consumer prices for goods and services, commonly known as the cost of living.
- f. The overall compensation presently received by the employees, 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.

Final Offers of the Parties

1. Wages

Union

3.5% across-the-board increase effective January 1, 1996.

3.5% across-the-board increase effective January 1, 1997.

Employer

2.0% across-the-board increase effective January 1, 1996.

2.0% across-the-board increase effective July 1, 1996.

2.0% across-the-board increase effective January 1, 1997.

2.0% across-the-board increase effective July 1, 1997.

2. Court Cancellations

Union

Change Section 19.05 to read:

"Officers who are scheduled to appear in court on their regularly scheduled day off shall receive two (2) hours pay if the court appearance is canceled with less than twenty-four (24) hours notice to the officer."

Employer

Retain existing language of Section 19.05:

"When not on duty, employees shall be compensated at the overtime rate for time spent in court appearances at a minimum of two (2) hours. In the event a court appearance is cancelled and the officer shows up for said appearance, the affected employee shall receive three (3) hours overtime pay. Court time occurring on an employee's vacation shall be compensated at two (2) times for all hours described above."

3. Educational Incentive Program

Union

Eliminate the current education incentive program and

replace it with the following program:

"After three (3) years of continuous employment officers shall be eligible for education pay. Officers shall receive a monthly bonus of one dollar twenty-five cents (\$1.25) per credit to a maximum of one hundred and twenty six credits."

Employer

Retain the current contract language of Article XXI:

"The Employer shall provide reimbursement for tuition and books for approved educational classes related to criminal justice up to a bachelor's degree at an institution of higher learning accredited within the State of Wisconsin. Approval must be requested prior to the beginning of classes and grounds must be provided for refusal thereof. The Employer shall provide the funds for tuition and books at the commencement of such course and the employee shall be required to provide the Employer with a transcript showing the successful completion of the course at or above the C level. In the event the employee does not complete the course successfully, he or she shall be required to reimburse the Employer for tuition and books."

4. Longevity Bonus

Union

Eliminate the current longevity program and replace it with the following:

"Upon completion of ten (10) years of service officers shall receive an additional two percent (2%) of their annual base wages. Upon completion of sixteen (16) years of service officers shall receive an additional four percent (4%) of their annual base wages. The bonus will be paid with the first paycheck following the date on which the officer qualifies for the bonus."

Employer

Retain the current contractual language of Section 23.03:

"After thirty-six (36) months of continuous full-time employment, an employee shall be paid an annual bonus equal to the number of years of continuous full-time employment multiplied by Thirty Dollars (\$30.00). Commencing upon completion of the fifth year of continuous full-time employment, an employee shall be paid an annual bonus equal to the number of years of continuous full-time employment, multiplied by Forty-Five Dollars (\$45.00).

The Issue of Comparables

The Employer proposes that the following seven communities be adopted for comparison purposes: McFarland, Middleton, Monona, Stoughton, Sun Prairie, Verona and Waunakee. According to the Employer all are located in Dane County, all share a common labor market, all have comparable populations and in the case of Verona and Fitchburg share a common boundary.

The set of comparables offered by the Union overlaps substantially with the Employer's set. The Union would exclude only Verona and McFarland. However, it acknowledges the difficulties in finding good comparisons with Fitchburg. With a few exceptions, most of the communities are quite a bit smaller. As a consequence, the Union raised no objections to the Employer's comparables, agreeing that they were appropriate for this arbitration.

Given the Parties' agreement, the Arbitrator accepts, for purposes of comparison, the seven communities proposed by the Employer.

The Issue of Costs

The parties are in disagreement over both the methodology used costing the proposed settlements and in the actual numbers derived. These differences are greatest in the costing of the Union's proposals for educational incentives and longevity bonus. The parties agree on the costing of the respective wage offers and the Union's demand for court cancellation pay.

With regard to the issue of educational incentives, the

Employer contends first of all that the Union confuses the amounts spent by the City for training (\$8,824) with the cost of tuition reimbursement (\$1,643) in 1995. In addition, the City also contends that the Union's estimate of the cost of the Union's proposal is incorrect. In reality, says the Employer, the cost of the educational incentive proposal for 1996 is \$7,775 as opposed to the Union's estimate of \$8,250. For 1997, the City asserts that the correct number is \$10,235 versus \$8,925.¹ The City attributes these discrepancies to an incomplete survey of its bargaining unit members by the Union. The City thus disputes the Union's contention that any savings would occur to the City and in fact maintains that the Union grossly underestimates the cost of the item.

The second costing disagreement occurs over the longevity bonus issue. Here, the City argues that the Union's calculations "are simply wrong." The City, for example, calculates the cost of the Union's longevity proposal as: \$1,505 (1996), and \$1,240 (1997).² This would be several hundred dollars less for each of the two years than the Union itself calculates the cost.

Finally, the City characterizes the methodology by which the percentage increases should be calculated as a primary area of costing disagreement. The Employer favors dividing the cost by

¹ The City's number represents a net of the gross cost less \$1,645 paid for tuition reimbursement which is assumed to be recoverable.

² This is the gross cost minus the current longevity bonus. See Employer Exhibit 16-2.

the wage base while the Union would use total package cost. As an alternative, the Employer suggests that total compensation could also be used as the divisor.

In evaluating these arguments the Arbitrator concludes the following. First, the Employer builds a convincing case that, where there are differences in the Parties' costing results, both the methodology and the numbers it derives should be given greater weight. Second, in a choice of alternatives offered the Arbitrator prefers total package cost as the divisor. Third, the Parties do agree on the cost and percentage increase in wages. This is the major cost item in the settlement and as well the most easily related in terms of cost and percentage change to the communities chosen for comparison. Finally, it remains to be determined whether the magnitude of the Parties' costing differences has a significant impact on the outcome of the dispute.

The Issues Before the Arbitrator

1. Wages

The Union's Position

First, the Union contends that police officers are not appropriately compared with other types of public and private sector workers. In the same vein also, it discounts the value of internal comparisons with other City of Fitchburg employees. It argues, as well, that insufficient information is available by which fair internal comparisons could be made.

Second, the Union maintains that the public has an interest

in high quality police service at a reasonable cost. It cites as a fact that the City of Fitchburg has the lowest officer to citizen ratio of any comparable community while also experiencing more violent crime. Given these circumstances, the Union points out that "the clearance rate in Fitchburg indicates that the police are providing excellent service."

Finally, the Union asserts that both its offer and that of the Employer are within the range of increases that comparable units are receiving. It notes that the Union's offer is lower than the Employer's in an attempt to insure that there is some return to the Employer for the items proposed. In this regard, says the Union,

"The proposed change in longevity is paid for by significant savings during the life of the agreement. Education is paid for in part by eliminating the reimbursement for books and tuition, but as mentioned earlier, there may be little value in that. Court cancellation is where the real problem arises, and that is where the savings in wages constitute a quid pro quo."

The Employer's Position

The Employer contends the following factors support its position: (1) its offer compares favorably with the internal comparables established by city hall, dispatchers and public works units; (2), the City's offer is above the changes in the cost of living as measured by the Consumer Price Index; and (3), its offer is consistent with the interest and welfare of the public and the financial obligations of the city. With regard to the last point, the Employer maintains that public concern with the level of property taxes remains high and that therefore, "the

public expects local officials to deliver necessary services at the lowest reasonable cost." It characterizes the Union proposal as "overreaching" and would burden taxpayers.

Finally, the Employer argues that its offer maintains the relative position of the community's officers in relation to their counterparts. In this regard, says the Employer, Fitchburg has consistently ranked among the leaders in annual wages and the City proposal would maintain its rank as number one or two for 1996 and 1997. It concludes the same would be true with regard to the City's ranking in terms of total compensation.

Discussion

First, although the Arbitrator is sympathetic to the City's need to maintain a consistent administration of wages and benefits across all its employees I am not persuaded that in this instance the internal comparables the City cites should be given significant weight. There is no evidence that in previous rounds of bargaining such workers as city hall or public works employees have been adopted as appropriate benchmarks. Moreover, one such group which might otherwise constitute a logical set for internal comparison - Dispatchers, Court Officers and Police Assistant - were not settled at the time of the hearing for this dispute.³

Second, the Employer argues that its offer is reasonable and consistent with the Consumer Price Index (CPI). The City's exhibits for the CPI reveal a range of 1.8% to 3.8% for 1995-96

³ See Employer Exhibit # 2.

and 1996/97.⁴ The Union's wage offer would cost the City 3.5% in 1996 and 3.62% in 1997. The City's offer when annualized amounts to an increase of 3.02% and 3.14% for the each of the two years in question. Both offers, thus, are within the range of the CPI as shown in the exhibits.

It should also be noted, however, that for many years, arbitrators have accepted the position that the impact of inflation is best reflected in the voluntary settlements of comparable bargaining units.⁵ The undersigned subscribes to that principle and will apply it in evaluating the Parties' respective wage offers.

Third, both parties have argued that their respective offers are consistent with the interests and welfare of the public. The City contends that its taxpayers are concerned with receiving the best police service for the most reasonable cost. The Union also maintains that its members already provide excellent service at low cost and that clearly it is in the public interest that the best officers be hired to continue to be able to provide this service.

It is also relevant to point out here that the City has not contended it is unable to pay the Union's wage offer. In fact the differences in cost between the Parties' wage positions are relatively small and there is no evidence in the record that the

⁴ See Employer Exhibits # 3, 4 and 5.

⁵ See, for example Albany School District, Dec. No. 22986-A (Stern, 5/86).

City will have to raise taxes or reduce services should the Union's offer be awarded. Under the circumstances, the criterion of public interest will not enter into the disposition of this dispute.

Given the above analysis, it is clear that the selection of the wage offers hinges on consideration of wage developments and settlements among the police officer bargaining units in comparable communities. For purposes of evaluation, as pointed above, the Arbitrator has accepted the following grouping: Stoughton, Middleton, Monona, Sun Prairie, Waunakee, Verona and McFarland. In addition, the focus will be on benchmark ranking to compare the impact of the City and Union wage offers in relation to the average annual wage for the group and the ranking at six wage benchmarks beginning in 1995.

TABLE I

Fitchburg Police Officers
Bench Mark Ranking, Annual Wages
1995-1997

	1995(Jan)	1996(Jan)	1997(Jan)	1997(July)
	Union City	Union City	Union City	Union City
Hire Rate	4	2	3	2
First Year	2	2	2	1
Second Year	1	1	1	1
Third Year	2	1	1	1
Fourth Year	3	2	2	2
Fifth Year	3	2	2	2

Table I shows that the Fitchburg officers ranked in the upper half of the comparison group at most of the benchmarks and for those with two to three years of service were at the top.

Both Parties' offers would move Fitchburg up in the rankings. By July of 1997 both offers would place Fitchburg either in the first or second place on all benchmarks. The one exception is for officers with one year of service who, under the Union offer, would drop to third place. Judged from the benchmark ranking alone the differences between the two age offers are not great enough to draw a valid distinction.

It is necessary to turn now to a comparison of the Fitchburg salary at each of the benchmarks with the average salary for the comparison group as a whole. Table II below presents the analysis, again using annual wages.

TABLE II
Annual Wage in Dollars
Above/(Below) Average for the Comparison Group

Years of Service	1995 (Jan)	1996 (Jan)		1997 (Jan)		1997 (July)	
		Union	City	Union	City	Union	City
Hire	\$1,441*	\$2,298	\$1,853	\$1,729	\$2,506	\$1,640	\$3,046
One	2,176	3,313	2,635	2,673	3,509	2,580	4,093
Two	2,705	3,723	3,222	3,267	4,142	3,173	4,756
Three	1,939	2,912	2,408	2,438	3,320	2,340	3,936
Four	1,625	2,622	2,113	2,140	3,030	2,036	3,647
Five	1,497	2,330	1,820	1,844	2,734	1,741	3,352

*Rounded to the nearest dollar

As Table II indicates, the manner in which the Parties would implement their wage offers affects the relationship of the Fitchburg officers' average wages at the service benchmarks to their counterparts' wages for the comparison set. The District would phase in its offer providing a two percent increase on January 1 and July 1 of each year of the new contract. The Union

offers a wage increase of 3.5% on January 1 of 1996 and 1997. The consequence is that the City's offer is "backloaded" with proportionately more of the increase occurring towards the end of the successor agreement.

Thus, as Table II also shows, the Union's salary offer for the first year of the new contract would increase the existing positive difference over the comparable group's average, depending on the years of service, by \$800 to \$1,200. On the other hand, the City's offer, is closer to the comparable group's average in 1996, increasing the difference, but only in the range of \$300-\$500.

The 'backloading' of the City's offer reverses the Parties' position in 1997 with the City's wage offer expanding the positive difference over the group's average by a larger magnitude than does that of the Union.

Unfortunately, there is limited comparability evidence in the record to judge conclusively the reasonableness of the two wage offers in terms of percentage increases. However, for five of the communities which make up the Union's set (Stoughton, Waunakee, Middleton, Monona and Sun Prairie) the Union calculates a percentage lift for top patrol officer for 1995-96.⁶ Accepting this information for its worth, the evidence indicates that the wage "lift" provided by the City for 1995-96 would be 4.04% and by the Union 3.5%. The average lift for the comparables, as calculated by the Union, would be 4.08%. For 1996-97, and

⁶ Union Exhibit #33.

excluding Stoughton which was not settled at the time of the hearing for the instant dispute, the average settlement was 3.89% for the comparables with the City's offer at 4.04% and the Union's at 3.5%.⁷

Finally, the Parties also put in evidence the relative dollar cost of its offers as follows, 1996: (City) \$21,115.00, (Union) \$24,471.00; 1997: (City) 21,960.00, (Union) \$25,328.00. The total for the City would be \$43,075.00 and for the Union \$49,799.00.⁸

In retrospective, the Arbitrator finds that the application of the statutory criteria to the Parties' wage offers does not provide a clear result by which one offer would be preferred over the other. In the key analysis, both offers improve the Union's members' wages with regard to the set of comparison communities selected for analysis. Both offers are within the range of CPI changes occurring during the last two years demonstrated through the evidence supplied by the parties. And finally, there are also no questions either of ability to pay or the interest and welfare of the public which would tilt the wage issue in favor of either party's offer.

Thus, the diverse pieces discussed above do not resolve the wage puzzle conclusively. Therefore, the Arbitrator finds neither of the wage offers to be more reasonable than the other.

⁷ Union Exhibit #35.

⁸ Employer's brief, p. 7.

2. Court Cancellation Pay

Union Position

The Union argues that it is not breaking any new ground with this issue. According to the Union Middleton, Monona, Stoughton and McFarland have cancellation pay. In addition, a police officer's occupation is stressful and therefore, time off is important. Moreover, says the Union, going to court on an officer's day off is "at best a nuisance" which can cause disruptions in the officer's personal and family life. "Even worse, is having these disruptions and not being compensated for it."

Employer Position

The Employer contends, first of all, that even the Union's own comparables do not support the Union's proposal. Of the five communities in the Union's set only two compensate officers for court cancellations and even those are more restrictive than the language proposed by the Union. Second, neither of the two additional communities in the Employer's set of comparables pay compensation regardless of court cancellation.

Third, the Employer also places a major stress on the argument that the Union, in proposing significant changes in the status quo, has not carried its burden of proof. According to the Employer, arbitral authority requires that a change in the status quo must show by clear and convincing evidence that a

change is necessary.⁹ In short, says the Employer, "the Union must come forward with something more than a mere assertion of desire with regard to the significant changes it proposes with regard to longevity, educational incentives, and pay for court cancellations."

Discussion

The Union has proposed two hours pay if an officer is given less than 24 hours notice of court cancellation. The Employer's response is to maintain the existing language which provides no pay if notified before the officer shows up at court.

While the Union contends that it is not breaking "new ground" a review of the comparables suggest otherwise. Of the seven communities in the comparison set four provide no court cancellation pay, two provide pay if cancelled with less than 12 hours notice and one requires only that 12 hour notice be given.

The Union also has a clearcut responsibility to support its request its request for change with compelling evidence. The Union argues that going to court on a day off is a nuisance and can cause serious disruptions to an officer's personal life. As the City points out, however, the Union offered no testimony or other evidence regarding either actual instances of inconvenience or costs incurred by officers under the current language.

Further, it is a long standing arbitral rule that a party

⁹ Labor Association of Wisconsin, Inc and Village of Hartland, Dec. No. 23829-A (Christenson, 1/14/97); Dane County, Wisconsin Employees Local 60 AFSCME and Village of McFarland, Dec. No. 27804-A (McAlpin, 5/26/94); and Middleton-Cross Plains School District, Dec. No. 25799-A (Baron 12/4/93).

seeking change from the status quo must show that it has provided a quid pro quo for the change.¹⁰ The Union asserts that the quid pro quo in this instance is the savings in wages its offer provided. The implementation of the Union's court cancellation offer, at one cancellation per month per officer, would be \$8,801 in each of the two years. Any savings therefore would have to be significant to constitute an equivalent exchange. However, the Arbitrator fails to find one. The wage demand analysis carried out above indicates that in terms of comparables the impact of the respective offers would be similar. Both lift the rankings and increase the difference at the average. The Union's wage cost at 3.5% (1996) and 3.62.% (1997) is higher than the City's 3.02% and 3.14% for the two years. The total increase in the wage cost over the term of the new contract would be about \$6,700 greater for the Union wage offer.

In sum, the Union has made neither a compelling case that the change is necessary nor that it has relinquished something of equivalent value. The Arbitrator therefore concludes that the Employer's position on the court cancellation issue is more reasonable.

3. Educational Incentives

Union Position

The Union maintains that the current educational incentive benefit is "practically worthless" since all but one of the new

¹⁰ Middleton-Cross Plains School District, Dec. No. 27599-A, (Baron, 12/4/93).

hires already has a bachelor's degree. Further, says the Union, senior officers who have not used the current benefit in the past are not likely to use it now. Therefore, because of the changing character of the bargaining unit the system needs to be changed, pointing to the case of Verona where a new educational incentive system has just been implemented.

To do otherwise, argues the Union, will tempt Fitchburg's officers to go elsewhere.

Employer's Position

The Employer views the Union proposal as an attempt to get double compensation, paying officers by adding educational incentive pay to the existing tuition reimbursement. The majority of the comparables, says the Employer, do not offer both. For the comparables that provide educational incentives only Waunakee also provides tuition reimbursement.

According to the Employer, the Union's proposal is not limited to police science or related courses. This is in contrast to the comparables, the Employer asserts, in which a majority pay only for police science related courses. Only Monona and Verona have no specific course content requirements for their educational incentive pay or tuition reimbursement.

Discussion

The Union proposes to drop the current provision of reimbursement for tuition and books for "approved educational classes related to criminal justice". It would substitute a program that would pay a bonus of \$1.25 per credit per month up

to a maximum of 126 credits for officers with three or more years of service.

A review of the comparables reveals that three of the communities do not provide educational incentives at all while the remaining four do under a variety of formats. Two of the group pay a fixed dollar amount per credit up to a maximum, either 60 or 120 credits; and two police departments pay a percentage of the base salary for reaching the BA/BS and graduate degrees. Most also pay only for academic work at accredited schools and for police science courses. The Union's proposal would not place such restrictions on the credits earned. Thus, the comparables do not support the Union's educational incentive proposal.

Again, we are faced with the issue of change from the status quo and even though the comparables do not support the Union's position it is possible that a persuasive case could otherwise be made on other grounds. That is, evidence of a fundamental need and the offer of a quid pro quo. However, the Union has provided neither. It argues only that the current tuition reimbursement program is practically worthless to its members and that the absence of a program of the sort it proposes may cause its officers to seek employment elsewhere. These allegations are unsupported.

The cost to the City of the educational incentive proposal would be \$7,775.00 (1996) and \$10,235.00 (1997). This is an increase from \$1,698 paid by the City in 1995 for reimbursement

for tuition and books.¹¹ In exchange, the Union offers only the presumed "savings" from the its wage offer. As indicated above, the Arbitrator is hard pressed to uncover the alleged "savings." Without either adequate justification or equivalent quid pro quo the Employer's offer on this issue must be preferred.

4. Longevity

Union Position

The Union contends that its longevity offer will save the Employer money in the long run. The savings will come from beginning payments after officers have reached ten years of service. According to the Union, only six officers will qualify for longevity during the life of the 1995-96 agreement. In addition, says the Union, it will be more than six years before "even" a simple majority of officers qualify.

Employer Position

The Employer argues that the Union's longevity pay proposal is out of line with the comparables. Nearly all pay on a dollar basis as opposed to the Union's demand for percentage based bonuses. The Union's proposal, says the Employer, is also out of line with the comparables in terms of the commencement of the bonus. Thus, for example, points out the Employer, if the Union's proposal were adopted Fitchburg officers would receive a benefit only after completing ten years of service compared to the officers in comparable communities who receive the bonus

¹¹ Testimony of Thomas Blatter, Deputy Chief of Police, Fitchburg Police Department.

after three to six years of service.

Discussion

The Union proposes major changes in the existing longevity bonus system. Currently the contract provides that from three to five years of service an officer receives an annual bonus of \$30.00 multiplied by the years of service. After five years the bonus jumps to \$45.00. Under the Union offer a 2% bonus of annual base wages would be paid following completion of ten years of service. After 16 years the bonus would increase to 4% of the base wage.

The comparables present a mixed picture. Three of the seven communities pay a percentage of wage bonus while the rest pay graduated dollar amounts based on years of service. While those paying on a percentage basis would grant 2% at 10/11 years none would pay 4% before 20 years. This mixed picture, therefore does not support the Union position on this issue.

In addition, the Union argues that its longevity proposal will save the Employer money. The City disputes this, as noted above, contending that the Union has miscalculated the costs. The Union's longevity program will cost the City not save money.

It is a familiar refrain at this point in the award, but a change of the magnitude sought here by the Union requires justification and an exchange for the "buyout." There is neither, leading us inevitably down the same path. Lacking a clear and convincing case for the Union's proposal on longevity the Employer's offer on this issue is more reasonable.

Summary

The Arbitrator was faced with four sets of issues to resolve: (1) the wage increase to be implemented over the two years of the successor agreement; (2) pay for court cancellation; (3) an educational incentive bonus; and (4) a change in the provision for longevity bonuses. On the one hand, the Arbitrator concluded that neither of the respective offers for proposed wage increases was demonstrably more reasonable than the other. On the other hand, it was determined that the Employer's offer for each of the three non-wage issues was preferred.

AWARD

In light of the above discussion and after careful consideration of the statutory criteria enumerated in Section 111.77 Wis. Stats. the final offer of the City of Fitchburg together with all prior agreements and stipulations shall be incorporated into the Collective Bargaining Agreement for the period beginning January 1, 1996 and extending through December 31, 1997.

Dated at Middleton, Wisconsin this 25th day of September, 1997.


Richard Ulric Miller, Arbitrator