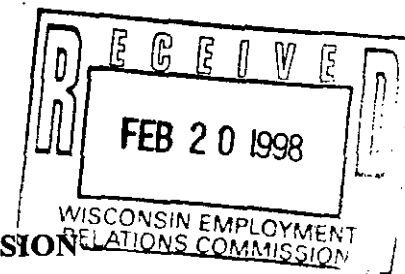


**INTEREST ARBITRATION**

**WISCONSIN EMPLOYMENT RELATIONS COMMISSION**



**In the matter of interest arbitration between:**

TOWN OF MINOCQUA (POLICE)

AND

WISCONSIN PROFESSIONAL  
POLICE ASSOCIATION

**Jeffrey B. Winton**  
Arbitrator

**Case No. 54953**  
**MIA-21-21**

Decision No. 29052-A

This interest arbitration took place on December 11, 1997 in Minocqua, Wisconsin after the parties had negotiated for over twelve months and had met with a mediator from the Wisconsin Public Employee Relations Commission.

The parties began negotiations in October, 1996 on a successor agreement to their 1994-96 contract and, after the parties were unable to reach an agreement, the Association filed a petition to initiate final and binding arbitration in March, 1997. All issues were settled by the parties except wages, insurance and several language changes and corrections.

In June, 1997 final offers were exchanged by the parties.

**COPY**

A hearing was held in Minocqua in which each party was represented. Each party had a full opportunity to present evidence and witnesses. No transcript of the hearing was taken and the parties submitted post hearing briefs and the Town submitted a reply briefs.

**APPEARANCES FOR THE TOWN OF MINOCQUA**

Dean Dietrich, Esq.,

Ruder Ware, and Mitchler

**APPEARANCES FOR THE ASSOCIATION**

Richard Little

Wisconsin Professional Police Association

## STATUTORY CRITERIA

Under Wisconsin law, the Arbitrator is to select the best final offer of one of the Party's.

The criteria to be utilized by the arbitrator in rendering the award are set forth in section 111.77 (6), Wis. Stats., as follows:

- " (6) In reaching a decision the Arbitrator shall give weight to the following factors:
- (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 the costs.
  - (d) Comparison of wages, hours and conditions of employment of the employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees performing similar services and with other employees 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.

## SUMMARY OF THE ISSUES

The only economic issues were salary and a change to the co-insurance clause in the existing insurance benefit.

The Town proposed a 3.5% increase for 1997 and a 4% increase for 1998. The Association proposed a \$.47 increase for 1997 and \$.49 for 1998. Obviously the difference between a flat percentage increase and a flat dollar increase is that there would be a slightly different impact at different levels of the salary schedule.

The Town also proposed that employees begin paying the first \$200.00 of the 80/20 co-insurance benefit and the Town pay the second \$200.00. The Association's position is to maintain the insurance coverage exactly as it was in the past, which means the Town pays the full co-insurance payment.

The Town also proposed a number of language changes, some of which do have a substantive effect on the contract and some of which are minor language corrections. The Association did not propose any language changes, nor did it present any language regarding the proposals of the Town.

The Arbitrator finds it difficult to understand why this case was even submitted to arbitration. The differences between the parties positions on the major issues are so small as to make the

time and expense of arbitration questionable for both sides. The total cost difference between the two positions is less than \$1,000/year. The biggest issue seemed to be the \$200.00 insurance co-pay because the current contract differs from the co-pay benefit for all other Town employees. The differences on the minor language issues seem less than pivotal.

The purpose of interest arbitration is not for the parties to achieve something that they might not have reasonably achieved in free and open collective bargaining, were it to have proceeded to a conclusion. An Arbitrator should not award something that the parties might not reasonably have agreed to on their own during collective bargaining. The Arbitrator is given guidelines to help him reach a decision under Wisconsin law and further is required to select one or the other parties final offer.

The parties positions were extraordinarily close on the major issues (salary and insurance). The City raised about fifteen language issues which it believes the Union had agreed to during negotiations (although there was no evidence that there was a written tentative agreement). By doing so, the City created a significant burden on itself to show that these items were significant, could have been achieved during collective bargaining, and that their position was stronger under the guidelines of the statute, than the Union's.

## POSITIONS OF THE PARTIES

The Town argues that an important ingredient in the decision making process on an appropriate salary schedule, is a comparison of wages in Minocqua to comparable cities.

The Town argued extensively that the appropriate comparable pool should consist of Eagle River, Park Falls, Rhinelander, Tomahawk, Woodruff and Oneida County.

According to the Town, the Association agreed that the cities of Park Falls, Tomahawk, Rhinelander, Woodruff and Oneida belong in the comparable pool. But the Association also proposed to include the cities of Antigo and Merrill.

In support of this argument regarding the appropriate pool, the Town of Minocqua cited Oneida County (Public Health Department), Dec. No. 28021-A (10/24/94), Arbitrator Sherwood

Malamud:

Both the employer and the union refer to geographic proximity, total revenues generated by the counties and population as the determinants of comparability. Certainly, the Arbitrator looks to geographic proximity of contiguous and non-contiguous counties as a basis for determining comparability. A geographic area may define a labor market. Population, size of a particular municipal employer, as well as the size of the particular bargaining units are compared and contrasted in the course of making the comparability determination.

The Town argued that the comparables that it suggested, had an average population of 4,008 and the average distance is 22 miles from Minocqua. On the other hand, the city of Antigo has a

population of 8,567 and it is located 65 miles from Minocqua. The city of Merrill has a population of 10,322 and is 50 miles from Minocqua. The Town believes that the cities of Antigo and Merrill are much larger and too far away to be comparable to Minocqua.

Agreed Upon Comparables

<u>Town/City</u>	<u>Population</u>	<u>Distance to Minocqua</u> (Miles)
Park Falls	3,119	38
Rhineland	7,758	20
Tomahawk	3,446	28
Woodruff ('95)	1,710	2
<b>Average:</b>	<b>4,008</b>	<b>22</b>
Minocqua	3,848	

Additional Union Proposed Comparables:

Antigo	8,567	65
Merrill	10,322	50

Additional Town Proposed Comparables:

Eagle River	1,438	24
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The Town argued extensively that it is important to maintain an internal settlement pattern among bargaining units negotiating with the same employer. All of the Town's employees, with the exception of the employees in the Minocqua Professional Police Association, have agreed to pay the first \$200.00 of the 80/20 co-payment.

The Town believes that it is extremely important that the settlement pattern with other bargaining

units in the Town of Minocqua be maintained since the Town has a practice of maintaining similar wage and benefit increases to all employees, both union and non-union.

The Town states that "it is obvious that the parties in this case would have reached a voluntary agreement that included adoption of the co-pay contribution proposed by the Town." Adoption of the Association's position would mean the insurance benefits for members of the Police Department would be different from other groups of employees in the Town.

The Town presented the following chart indicating that it has the second highest monthly health insurance premium (\$620.13), exceeded only by Eagle River.

The chart also shows that the average contribution by an employee is \$1068.75 and that in Minocqua employees currently pay only up to \$300.00 per year for family health insurance and \$100.00 per year under the single plan. This is obviously way less than the average. The Town of Minocqua, spends \$8,425.20 per employee on health insurance whereas the average of the comparables is only \$5,437.18.



**TOWN OF MINOCQUA  
POLICE DEPARTMENT  
1997 TOTAL YEARLY EMPLOYEE HEALTH INSURANCE CONTRIBUTION MAXIMUMS**

<u>CITY/COUNTY</u>	<u>TOTAL HEALTH PREMIUM</u>	<u>YEARLY EMPLOYER CONTRIBUTION</u>	<u>EXPRESSED AS</u>	<u>EMPLOYEE CONTRIBUTION</u>	<u>EXPRESSED AS</u>
Eagle River	\$699.85	\$6,718.56	80% F	\$1,779.64	20% F + \$100 deductible
Park Falls	\$550.00	\$6,600.00 (used \$550 average)	100% F	\$1,050.00	\$300 deduct per person + est. 15 generic pre-script/yr. (avg. 3 persons for deduct)
Rhineland	\$494.50	\$5,934.00	100% F	\$625.00	\$400 deductible + est. 15 generic prescriptions/yr @ \$5 each + est 15 office calls at \$10 per call
Tomahawk	\$467.84	\$5,894.76	105% of lowest premium	Depends on which plan is chosen by employee	State has three plans to choose from - premiums and coinsurance varies
Woodruff	\$450.00	\$5,400.00	100% F	\$50.00	Deductible
Forest County	\$565.12	\$6,781.44	100% F	\$600.00	Deductible
Lincoln County	\$501.88	\$6,022.56	100% F	\$1,000 max - includes deduct. + 10%/20% coinsurance	\$600 deduct + coinsurance up to total max of \$1,000.
Oneida County	\$390.00	\$4,446.00	95% F	\$1,334.00	5% F premium, \$300 deduct + co-pay of 20% of \$4,000
Price County	\$519.87	\$5,614.60	90% F	\$2,023.84	10% F premium + deductible + co-pay of 20% of \$5,000
Vilas County	\$579.44	\$6,397.02	92% F	\$1,156.26	8% F premium + deductible
<b>AVERAGES:</b>	<b>\$521.85</b>	<b>\$5,437.18</b>		<b>\$1,068.75</b>	
<b>MINOCQUA</b>	<b>\$602.10</b>	<b>\$8,425.20</b>	100% F + co-pay of 20% of \$2,000 per person up to \$1,200 per family out of pocket maximum	<b>\$300.00</b>	Deductible

265B0001.018

The Town submitted the following chart to support its argument that Minocqua's wage and benefit package is far better than any other one in the comparable pool. The wage rate for a ten year Police Officer offered by the Town is slightly below most of the other Towns listed as comparables, but that is more than made up for in longevity pay and health insurance cost.

**TOWN OF MINOCQUA  
10 YEAR POLICE OFFICER  
1997**

<u>Primary Comparables</u>	<u>Wages</u>	<u>Longevity</u>	<u>Holiday</u>	<u>Retirement</u>	<u>SS</u>	<u>Shift Diff. 3-11 shift</u>	<u>Uniform</u>	<u>Health Ins.</u>	<u>Dental Ins.</u>	<u>Total Compensation</u>	
Eagle River	28,413	129	1,147	4,364	2,271	208	300	6,719	0	43,551	7
Park Falls	29,374	100	1,017	4,482	2,333	0	400	6,000	& 502 (ER pays up to)	44,207	6
Rhineland 2,052 hrs/yr	30,708	240	1,197	4,725	2,459	260	400	5,934	0	45,923	3
Tomahawk 2,188 hrs/yr	34,899	15	1,276	5,320	2,769	0	375	5,895	0	50,548	1
Woodruff 2,340 hrs/yr	30,232	907	1,163	4,748	2,471	0	400	5,400	+ 0	45,321	4
Oneida County	31,304	0	1,204	4,779	2,487	416	350	4,446	0 ^	44,986	5
Minocqua (Town Offer)	28,998	870	1,034	4,542	2,364	312	325	8,425	* 601	47,471	
(Union Offer)	28,998	870	1,034	4,542	2,364	312	325	8,425	601	47,471	
Average Wage	30,561										

- & Premium based on individual - used \$500/month as average.
- \* Employer pays 100% premium plus 20% co-pay of \$2,000 for each person covered up to \$1,200 per family.
- + Premiums based upon individuals - average is shown
- ^ Dental is paid currently due to an excess in trust fund balance, but will be eliminated when trust balance reaches certain dollar amount.

One of the primary differences between the flat dollar increase proposed by the Association and the percentage increase proposed by the Town would be that dispatchers would receive a higher

increase under the Association's final offer. The Town argues that, "the dispatchers are not in need of a catch up.... only two primary comparables have dispatcher positions with the average maximum dispatcher wage rate being \$10.32 in 1997." The Town's final offer would put dispatcher wages at \$10.53 which is above average. Under the Association's proposal the dispatcher wage rate would increase to \$10.64 (the difference between the two sides is \$.11 per hour.)

The Town asserts that another element to consider is the increase in the consumer price index. The Town's offer would result in a total package increase of 2.4% in 1997 and 4.7% in 1998. The Association's final offer would result in a total package increase of 2.6% in 1997 4.6% in 1998.

Finally, the Town argues that both its substantive and technical language changes were agreed to by the Association during negotiations. However, it presented no evidence either in the form of written and initialed documents or testimony, that there was a clear agreement, so the Arbitrator has no choice but to assume that there was not in fact an agreement on these matters.

The final offer of the Town of Minocqua was a 3.5% increase to all wage rates effective January 1, 1997 and a 4% increase effective January 1, 1998.

The Town also proposed the following changes (some of which are substantive and some of which are minor clarifications) in the existing contract:

1. Revise section 2.02: line 17 to read...one hundred percent of the base salary.
2. Revise article IV: employees who have their schedule changed with less than twenty four hours notice shall receive time and one half for all hours worked outside of their regularly assigned shift, except for an emergency.
3. Revise section 8.01: each regular full-time employee shall receive...
4. Revise section 8.04: an employee retires, resigns for other than due to a conviction for criminal activity, or is terminated from employment with the Town unless due to a conviction for criminal activity, the number of sick days on account shall be converted to cash at the employee's rate in effect at the time of retirement. This benefit shall also apply to employees forced to retire due to a job related injury or illness...
5. Revise article IX: provide for accumulation of sick leave days to a maximum of 120 days and also revise some of the wording in section 9.02.
6. Revise section 9.01: new regular full-time employees
7. Revise section 9.02: in the event an employee retires, resigns for reasons other than due to a conviction for criminal activity, or is terminated from employment with the Town unless due to a conviction for criminal activity, the number of sick days on account shall be converted to cash at the employee's rate in effect at the time of retirement. This benefit shall also apply to employees forced to retire due to a job related injury or illness.
8. Revise article XI: effective January 1, 1998, the employee will be responsible for paying the first \$200.00 of the 80%/20% co-insurance benefit with the Town paying second \$200.00 for the employee or covered dependent, with a \$600.00 per family aggregate payment limitation for the co-payment provision.
9. Revise section 12.01: dispatchers shall be furnished uniforms after the successful completion of the probation period.
10. Revise section 12.01: the Town shall provide each employee that is covered by the terms and conditions of this agreement hired into the police department, with a full uniform and equipment necessary for his/her first year of service with the employer.

During the second year of employment and each year thereafter, police officers shall receive a uniform allowance of \$325.00 per year. Dispatchers shall be provided with two short sleeve shirts, two long sleeve shirts, and two pair of pants

each year of employment.

The parties agreed that uniform allowances paid to police officers can be used, in addition to payment for authorized uniforms etc., etc.

11. Revise Article XVII - Miscellaneous Provisions, Section 17.02 - Mileage:  
In the event an employee is required to use his personal automobile to attend a required function and a department vehicle is unavailable for the Employee's use, the Employee shall be reimbursed at the rate established by Town policy for all miles traveled.
12. Revise Article XIX - Layoffs, Section 19.01 to read as follows:  
Any layoffs that occur with members of this bargaining unit shall be in accordance with Section 4.10 of the Code of Ordinances of the Town of Minocqua effective June 1, 1997. There shall be a separate seniority list for sworn officers and for dispatchers.
13. Revise Article XXIII - Agreement Duration, Section 23.01 by revising the first sentence to read as follows:  
This Agreement shall be effective as of January 1, 1997 and shall remain in full force and effect until December 31, 1998.
14. Section 24.03: DELETE ENTIRE PARAGRAPH
15. The 1994-1996 successor agreement should be gender neutral so not to be in conflict with any state or federal equal opportunity employment law or regulation. (Example: patrolman to patrol officer, etc.)

In its reply brief, the Town argues that neither the morale nor the health of Police Officer's and Dispatcher's will be affected by the fact that they would be contributing to their own co-pay (as other comparable Police Officers and other town of Minocqua). "If anyone's morale is to be negatively affected, it would be the other town of Minocqua employees (DPW and non-union) if the Association's offer is chosen due to the fact that they have willingly agreed to pay a portion of their co-pay and the Police Association's members would not have to pay toward their co-pay."

The Town believes that "requiring the Association members to pay the co-pay contribution would be consistent with the contribution required by employees in the comparable communities."

The Town asserts that not only does it pay dental insurance for Union members, which is not the case in many other towns, but that the premium increases for the town of Minocqua have been over 13% in 1998 to a new premium of \$680.53 per month. "Some measures have got to be taken to relieve some of the burden off of the Town to pay these enormous insurance premiums."

As stated previously, the Town is not even asking that the employee pay a portion of the premium, the Town is only asking that the employee pay part of their co-pay as the other Town employees have agreed to.

The final offer of the Minocqua Professional Police Association was for a \$.47 per hour increase applied to the hourly rate of all positions covered by the agreement, effective January 1, 1997 and a \$.49 per hour increase applied to all the hourly rate of all positions, effective January 1, 1998.

The Association also proposed that the remaining articles of the 1994-96 agreement remain status quo and did not make any proposals regarding all of the other insurance and language changes proposed by the Town.

The Association points out that section 111.77 (6) (a) of the statute provides that the Arbitrator

must give weight to the lawful authority of the employer in reaching his decision. No argument was presented by either side that the employer does not have the lawful authority to meet the Association's final offer.

Section 111.77 (6) (c) dictates that the Arbitrator must give weight to the interests and welfare of the public. The Association asserts that its final offer "best serves the citizens of Minocqua by recognizing the need to maintain the moral and health of its Police Officers and thereby retaining the best and most qualified officers."

According to the Association, "law enforcement officers are given the unenviable task of dealing with individuals that most only read about in newspapers or see on the evening news". The Association argues that even under its wage proposal, the hourly wage rate for a Minocqua Police Officer would be \$.88 per hour below the average of comparable departments.

The Association points out that the Town did not raise the matter of its inability to meet the increase demanded by the Association or that it did not have the financial ability to meet the costs of either wage and fringe offer.

The Association believes that its list of comparable Police Departments is more appropriate than that presented by the Town because its pool is more comparable in terms of population, proximity, mean income of employed persons, overall municipal budget, etc. The Association's list of Towns it believes to be most comparable are all within a fifty mile radius and have

populations of over 2,500 people. Its list differs significantly from that presented by the Town.

The Association believes that its wage proposal of \$.47 effective January 1, 1997 and \$.49 effective January 1, 1998 is more reasonable than the Town's proposal. The Association asserts that under either proposal the wage rate for Minocqua employees will be at or near the bottom in the list of comparables and that only the dispatcher classification will provide a higher wage rate under the Association offer.

With regard to changing language in the existing contract, the Association quoted from an arbitration award by Arbitrator Byron Yaffe in School District of La Crosse, Dec. 19714-A

(1/83):

In this regard the Association is proposing a major change in the agreement. It has the burden of demonstrating not only that a legitimate problem exists which requires contractual attention, which it has not done herein, but that its proposal is reasonably designed to effectively address that problem.

The Association presented exhibits with regard to the consumer price index. In the north central region the index increased approximately 3% and the Association contends that the cost generated by its proposal would be an increase of 2.95%.



## DISCUSSION

The main reason for using a comparable pool of other Towns in an effort to determine the appropriate salary for Police officers in Minocqua is a simple one. While there is no perfect list of comparable cities, since no Town can be exactly like Minocqua, yet in Towns close in proximity to Minocqua, with similar populations, it can be assumed that the work of Police Officers is similar. In addition, it is assumed that the cost of living in towns like that are similar and from the Towns point of view, that it is pulling from the same labor market and needs to pay comparable wages to attract good employees. If there are a reasonable number of towns that are closely comparable to Minocqua in the immediate area, then it is not necessary or appropriate to select towns that are one hundred miles away. In some cases, there is a major city in an isolated section of Wisconsin and there are no comparables in the immediate area which means the Arbitrator needs to select major cities that are farther away.

In some Interest Arbitration cases, there are a reasonable number of comparable cities close to the city at issue. When an Arbitrator is lucky, these cities are of reasonably similar size and in reasonably similar labor market areas.

The attached chart shows only three cities which the Arbitrator believes are very comparable to Minocqua and three others, the "secondary" cities, that are either much larger or smaller than Minocqua (and two of them are far away from Minocqua). However, even the secondary ones are of some use when considering the size of the departments, number of crimes, etc.

Of the three cities that are shown as "primary comparables", all are reasonably close to Minocqua; all but Rhinelander have somewhat similar numbers of full-time law enforcement personnel; and only Rhinelander has a similar number of violent crimes. In summary, there are only three that can be considered as "primary comparables" which the Arbitrator does not judge to be a very good sample size and especially since even among these three, there are some significant differences which make them less than perfect comparables. Hence, I have also considered, but to a lesser degree, the "secondary comparables." Two of these have almost twice as many full-time law enforcement personnel and the other has half as many. Even the two that are much larger have significantly less violent crime. I use the violent crime index as somewhat of a measure of the duties and working environment of Police officers in these cities.

The top patrol officer pay in Minocqua is lowest of all of the primary and secondary comparable cities except for Woodruff. There is insufficient data to compare the pay of dispatchers between the comparable cities.

The Arbitrator has determined that the following list should be used as the pool of comparables.

COMPARABLE CITIES

City	Population	Miles From MINOCQUA	No. of Full Time Law Enforcement Personnel	Violent Crimes	Top Pay Patrol Officer 1997	Top Pay Dispatchers 1997
PRIMARY						
RHINELANDER	7758	20	20	17	14.96	9.96
MINOCQUA	3848	-	11	21	13.94	10.64
TOMAHAWK	3446	28	6	2	15.95	
PARK FALLS	3119	38	7	1	14.12	
SECONDARY						
MERRILL	10322	50	22	9	15.86	
ANTIGO	8567	65	17	2	14.88	
WOODRUFF	1742	2	5	0	12.92	

The Arbitrator agrees with the Town that it is extremely significant that there is a clear pattern of wage and benefit settlements with other groups of employees in Minocqua. He recognizes that it would be a problem for the Police Department to have a "better deal" on insurance benefits than other groups of employees. On the other hand, he does not agree that once there is a pattern established with other employees that it necessarily "dictates" what should be awarded here.

This pattern is one important element for the Arbitrator to consider, but there are many others.

The Town's argument with regard to health insurance is a convincing one both with regard to the Town's total cost for health insurance and the fact that employees should contribute toward the escalating cost of health insurance. However, the Arbitrator must balance this against the salary

offers and other language proposals of the Town.

If the Association's proposal is adopted, the employees in the Association would clearly be getting a better deal with regard to health insurance, than employees in the comparable towns. This is not necessarily the result that the Arbitrator likes or thinks should continue into the future, but it must be remembered that this is Final Offer Arbitration so the Arbitrator has no leeway to modify the insurance proposal of either party.

It should be remembered that in Final Offer Arbitration sometimes one party wins a little more or loses a little more than might be the case, if the Arbitrator had a full range of options open to him. The reason for Final Offer Arbitration is to encourage the parties to reach a settlement and not to have the Arbitrator pick the full and final offer of one side or the other. Once a settlement is not reached and an arbitration takes place, the results are less than perfect, but the fact that both parties know this probably produces a lot more settlements than in traditional arbitration where the parties can win some and lose some. Had it been possible, the Arbitrator certainly would have recommended something different on the insurance coverage matter.

The Town created a severe burden on itself by raising a long list of language changes. Since the Town is suggesting these changes, the burden of proof is on them to establish that there is a reason to change existing contract language. That is not to say, that a contract should never be changed or corrected, but only to say that there must be a reason for it and that the burden of establishing this reason is on the party wishing to make the change. The evidence clearly did not

support the Town's burden with regard to all of the language changes.

The unfortunate part about the high cost of health insurance in Minocqua is that this is a benefit that is very expensive for the Town, but whether the town pays \$5000.00 per year or \$8000.00 per year, the insurance coverage is the same from the point of view for the employee. In other words, it is an expensive benefit for the Town, but is only the same value as insurance which is much cheaper in neighboring communities, to the employee.

The total cost of the town's final offer, with regard to salaries only, is \$445,228.00 and the total cost of the union's final offer is \$446,506.00 for (1997). This difference of slightly over \$1000.00, or .3%, is so small as to be immaterial to the Arbitrator's decision in this case. The difference between the two final offers for 1998, is even smaller.

The Association and the Town argued opposite ways, one saying that the offer of the Town was lower than the average of comparable communities and the other saying that it was higher. The simple fact is, that the Association's proposal and the Town's proposal are virtually the same and in addition those numbers are also very close to the average of comparable communities. The Arbitrator finds that with regard to salaries, each side has argued extensively about distinctions without any difference.

The Town rests its position in large part upon the insurance co-pay matter. It wants employees to pay \$200.00 of the co-pay while the present contract, and the Union position, called for Union

members not to pay any of the co-pay. Given the comparables presented by the Town and the fact that other city employees pay a co-pay of \$200.00 or more, the Town may have the winning position on this issue. However, as I previously indicated, this is final offer arbitration and the Arbitrator must decide on one party or the other's total offer. The Town created an insurmountable burden for itself by arguing for the inclusion of 15 language items. While it may well be that most of these are minor changes and could have or should have been agreed to by the parties, there is no clear evidence that that happened and the Town did not demonstrate the clear necessity and reason to change 15 items in the existing contract. When that is balanced against the fact that the Town's position on the co-pay issue was stronger than the Union's, and the fact that the salary proposals are basically even, the Arbitrator finds that the scale tips in favor of the Union position.

Obviously the parties are encouraged to clean up minor language issues and errors in their contract.

AWARD

Based on all of the evidence and data submitted by the parties and a careful study by the Arbitrator, the final offer of the Union is selected. The final offer of the Union shall be incorporated into the new Collective Bargaining Agreement between the Parties. All of the other issues were previously settled.

A handwritten signature in cursive script, appearing to read "Jeffrey B. Winton", is written over a solid horizontal line.

Jeffrey B. Winton  
Arbitrator

February 18, 1998  
Highland Park, IL