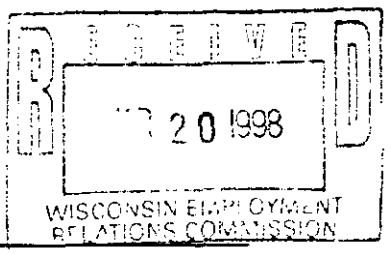
BEFORE THE ARBITRATOR

ROSE MARIE BARON




In the Matter of the Arbitration of a Petition by

Wisconsin Professional Police Association/
Law Enforcement Employees Relations Division

and

City of Oconomowoc

Case No. 66
No. 54935 MIA-2120
Decision No. 29185-A

APPEARANCES

Glen Sharp, Bargaining Consultant, appearing on behalf of Wisconsin Professional Police Association/Law Enforcement Employees Relations Division.

Ronald S. Stadler, Esq., Stadler & Schott, S.C., appearing on behalf of the City of Oconomowoc.

I. BACKGROUND

The City of Oconomowoc is a municipal employer (hereinafter referred to as the "City" or the "Employer"). The Wisconsin Professional Police Association/Law Enforcement Employee Relations Division, (the "Association") is the exclusive bargaining representative of certain City employees, i.e., a unit consisting of all regular full-time law enforcement employees with the power of arrest employed in the Police Department of the City, but excluding the Chief, the Lieutenant, supervisory, managerial and confidential employees, and all other employees, for the purposes of negotiations in relation to wages, hours and conditions of employment. The City and the Association have been parties to a collective bargaining agreement which expired on December 31, 1996. The parties were unable to reach agreement on a successor contract and on February 21, 1997, the Association filed

a petition requesting the Wisconsin Employment Relations Commission to initiate binding arbitration. Following an investigation and a declaration of impasse within the meaning of Sec. 111.77(3), the Commission, on September 11, 1997, issued an order of arbitration. The undersigned was selected by the parties from a panel submitted by the Commission and received the order of appointment dated September 27, 1997. Hearing in this matter was held on December 9, 1997 at the Oconomowoc City Hall. No transcript of the proceedings was made. At the hearing the parties had the opportunity to present documentary evidence and the sworn testimony of witness.

Briefs and reply briefs were submitted by the parties according to an agreed-upon schedule. The record was closed on February 17, 1998.

II. ISSUE AND FINAL OFFERS

Three issues are in dispute: wages, health insurance, and clothing allowance. Each will be discussed in detail below.

III. STATUTORY CRITERIA

The parties have not established a procedure for resolving an impasse over terms of a collective bargaining agreement and have agreed to binding interest arbitration pursuant to Section 111.77, Wis. Stats. The arbitrator shall select the final offer of one of the parties and shall issue an award incorporating that offer without modification.

Sec. 111.77(6) provides:

> In reaching a decision the arbitrator shall give weight to the following factors:
>
> (a) The lawful authority of the employer.
>
> (b) Stipulations of the parties.

(c) The interests and welfare of the public and the financial ability of the unit of government to meet these costs.

(d) Comparison of the wages, hours and conditions of employment of the employes involved in the arbitration proceeding with the wages, hours and conditions of employment of other employes performing similar services and with other employes generally:

1. In public employment in comparable communities.

2. In private employment in comparable communities.

(e) The average consumer prices for goods and services, commonly known as the cost of living.

(f) The overall compensation presently received by the employes, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.

(g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

(h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

## IV. POSITIONS OF THE PARTIES AND DISCUSSION

The following statement of the parties' positions does not purport to be a complete representation of the arguments set forth in their extensive briefs and reply briefs which were carefully considered by the arbitrator. What follows is a summary of these materials and the arbitrator's analysis in light of the statutory factors noted above. Because the selection of the appropriate communities for purposes of comparability will have a major

impact on the selection of one of the parties' final offers, that matter will be addressed first.

A. Comparability

1. Internal Comparables

The Association argues that internal comparability should be given the greatest weight of any factor considered by the arbitrator. Three City bargaining units i.e., the International Brotherhood of Electrical Workers, Local 2150; Labor Association of Wisconsin (Police Dispatchers); and City Employees Union, Local 1747, Council 40-AFSCME reached voluntary settlement resulting in wage increases of 4% for IBEW and AFSCME and 5% for LAW. There is also an additional 2.75% (5% for LAW) when employees change to the state insurance plan. It is the Association's contention that both health insurance benefits and wage settlements are tied together, thus making comparison with other City bargaining units appropriate. Arbitral precedent is cited in support of this position. The City maintains that internal consistency is not appropriate because it subordinates the public policy that justifies having separate bargaining units and there has not been historical internal comparisons.

This arbitrator has considered the question of the relevance and weight to be given to internal comparables in other cases.

In addressing this issue, this arbitrator held:

> Another important point when considering internal comparables relates to the essence of separate bargaining units, i.e., the unique quality of each and every unit. Different groups of employees have different goals, i.e., wages may be of vital importance to one bargaining unit while job security (e.g., language limiting subcontracting) is vital to another. In the instant case, it is clear that the Union perceives the longevity benefit to be most important for employees whose

> job opportunities are limited by virtue of the positions which they hold. Although the County's desire for uniformity in its settlements with its other bargaining units and non-represented employees is understandable, the arbitrator does not feel that this factor is controlling.
>
> In the instant case the comparable evidence on internal equity is not persuasive. The community of interest in a unit of institution workers is different from that of a highway department, law enforcement department, or other bargaining units. Each unit uses the collective bargaining process to achieve the specific goals of its members to the best of its abilities. Even here, after impasse at the bargaining table, the arbitrator must examine the final offers of the parties in the same light and avoid the temptation to blur the unique aspects of this bargaining unit.... (*Sheboygan County Institutions*, Dec. 28442-A [1996]).

In a discussion of internal comparability in *Boyceville School District*, Dec. No. 27773-A (1994), this arbitrator noted that while some arbitrators have differentiated between professional versus non-professional bargaining units on the issue of wages, the issue of fringe benefits for all employees is often treated in a similar fashion. It was held:

> The instant dispute differs somewhat since it is primarily about health insurance, nonetheless the question of community of interest still is important. (It is noted that health insurance as a benefit does not exist in a vacuum since it is intertwined with that of wages)...

A similar situation exists in Oconomowoc. The Employer has agreed to provide members of the other bargaining units with a 2.75% across-the-board increase when employees change to the state insurance plan. The Association is asking for the same package of as two of the three bargaining units received, i.e., 4% for 1997 and 1978; the City has offered a 3.75% increase, continuation of the present insurance plan, and an increase in the employee contribution of $40 for 1997 and $50 for 1998.

After a thorough review of the documentary evidence and the arguments of the parties, the arbitrator is persuaded that the position of the City on the issue of internal

comparability is the more reasonable. There is no evidence that a well-established pattern of relying on internal comparability ever existed in the bargaining relationship. Nor is there any rationale which compels a similar treatment of a unit of sworn police officers with electrical workers, clerical employees, etc. Despite the apparent inequity of providing a particular benefit to some employees and not to others, this arbitrator does not deem internal comparability to be a major factor. Although the Association's argument is not without merit, and its wish for equity among organized employees is understandable, this arbitrator has no authority to apply equitable standards in her decision-making, but must stay within the statutory guidelines. Therefore, internal comparability will be afforded lesser weight in the analysis of the data submitted.

2. External Comparables

The Association has proposed as comparables Beaver Dam, Delafield, Fort Atkinson, Hartford, Hartland, Jefferson, Mukwonago, Town of Oconomowoc, Pewaukee, Summit, and Watertown.

The City has proposed as comparables Beaver Dam, Town of Brookfield, Burlington, Delafield, Fort Atkinson, Hartford, Hartland, Jefferson, Town of Oconomowoc, Watertown, Whitewater, and West Bend.

Although the Association focuses on internal comparables in its argument regarding wages and health insurance, it also urges the arbitrator to consider the "overall benefits" received by police officers in comparable communities as compared to officers in Oconomowoc. The Association contends that, unlike the City, it has presented the preferable selection of comparables, based on geographic proximity and similarity of population. The Association has selected three additional communities which it asserts are

appropriate, i.e., Mukwonago, Pewaukee, and Summit.

The City has proposed a pool of municipalities that are within an approximate 30-mile area around the City of Oconomowoc, but not in the metro-Milwaukee area. It is stated that the City has added four municipalities, i.e., Town of Brookfield, City of West Bend, City of Whitewater, and City of Burlington, which were not included by Arbitrator McAlpin in a 1992 case between the parties (Decision No. 26938). It asserts that, except for the Town of Brookfield, all these municipalities are at least the same size as the City of Oconomowoc, i.e., 11,617[1].

The problem confronting the arbitrator is that neither party has explained why it believed that it was necessary to expand the comparable pool. The City, for example, cites arbitral precedent that requires a substantial change in facts before a change in comparables is called for. It goes on to say that its proposed change is fair and that since Arbitrator McAlpin had some reservations about his selection in the earlier arbitration, a change is warranted. This arbitrator is not convinced by that conclusion. The fact that the arbitrator seemed "lukewarm" about his selection does not rise to the level of substantial change. There is no evidence in this record that shows any significant change in the circumstances of collective bargaining.

The following table sets out the comparables proposed by the parties:

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[1]In the following discussion, population figures will be taken from those provided in Association Ex. 14-16 which are reported by The Wisconsin Taxpayer for June 1997, Vol. 65, No. 6. Where no data are reported for certain of the comparables, the population figure given by the party proposing the community will be relied upon.

TABLE 1

| Comparable/Population | Association | City |
|---|---|---|
| Beaver Dam; 14,752 | x | x |
| Brookfield (T); 6,201 | | x |
| Burlington; 9,515 | | x |
| Delafield; 6,099 | x | x |
| Fort Atkinson; 10,783 | x | x |
| Hartford; 9,087 | x | x |
| Hartland; 7,735 | x | x |
| Jefferson; 6,541 | x | x |
| Mukwonago; 5,511 | x | |
| Oconomowoc (T); 7,634 | x | x |
| Pewaukee; 6,640 | x | |
| Summit; 4,378 | x | |
| Watertown; 20,565 | x | x |
| West Bend; 27,796 | | x |
| Whitewater; 13,374 | | x |

The arbitrator notes that one of the four communities, West Bend has a far larger population (27,796) than Oconomowoc (11,617) and the other comparables (Watertown the highest at 20,565). However, any effect that the factor might have on skewing wages, benefits, et al, could be controlled in an analysis by subjecting the various data to the use of the median, i.e., the amount that is at the middle of all the comparables, rather than the average or arithmetic mean.

The Association likewise has not demonstrated the need for adding the three communities it chose as comparables. Although it cites geographic proximity and similarity

of population as appropriate criteria, it has not given any rationale for expansion of the pool. It is noted also that all three communities' populations are well below the size of Oconomowoc. The fact that these communities are proximate, while indeed a factor which is often given certain weight, is not sufficient to overcome this arbitrator's reluctance to disturb a set of comparables established earlier.

In the case cited by the City, Arbitrator Rice said:

> ...Once a comparable group is established, this Arbitrator is reluctant to change it without evidence of an upheaval in the factors that are normally considered in determining comparable groups...Once the validity of the comparable group is established, the arbitrator should not tamper with it so that it is tailored to support the position of one of the parties. *Cornell School District*, Decision No. 23897-A (1987).

It is the arbitrator's conclusion that neither party has shown any reason to disturb the prior comparables by adding their proposed communities and it is therefore held that for purposes of selecting a final offer in the present case the following external comparables which the parties have both utilized will be relied upon:

| | |
|---|---|
| Beaver Dam | Hartland |
| Delafield | Jefferson |
| Fort Atkinson | Oconomowoc (Town) |
| Hartford | Watertown |

As noted earlier, primary weight will be placed on external comparables; internal comparables are to be given weight only if insufficient data exist to draw a conclusion relying on the external comparables.

B. Wages and Health Insurance

The analysis of the parties' final offers is made difficult because of the way in which the Association has tied wage increments and health insurance together. (Association Ex. 3). In addition to its wage proposal of a 4% across-the-board increase

effective on January 1, 1997 and on January 1, 1998, the Association seeks an additional wage increment of 2.75% effective upon change to the State Health Insurance Plan. However, the choice of insurance carrier is a matter which is at issue herein: the City has refused to voluntarily include law enforcement employees in the state plan (the opportunity was offered earlier when the other bargaining units accepted, but was declined by the Association). At this time the City has indicated that the cost of Prime Care, which is the carrier for the law enforcement bargaining unit, is less than the state plan and represents a savings to the City. Under the present contract the employees contribute $35.00 per month toward the single or family plan cost and the City pays the balance (Article XIV, 1995-1996 Agreement). An inspection of the external comparables for wages and health insurance is helpful in placing the two offers in perspective. Data on wages is taken from Association Ex. 17 (Top Patrol). Health Insurance information is derived from Employer Ex. 2 through 6 and Association Ex. 8 and 9.

TABLE 2

WAGE INCREMENTS IN PERCENTAGES

| | 1996 | 1997 | 1998 |
|---|---|---|---|
| Beaver Dam | 3.00 | 3.50 | ----* |
| Delafield | 3.50 | ---- | ---- |
| Fort Atkinson | 4.02 | 3.26 | 1.51 |
| Hartford | 3.05 | 6.01 | ---- |
| Hartland | 3.50 | 3.50 | 3.50 |
| Jefferson | 3.50 | 3.25 | 3.25 |
| Oconomowoc (Town) | 4.00 | 5.26 | ---- |
| Watertown | 3.75 | 3.00 | ---- |
| **City of Oconomowoc** | **4.50** | | |
| **Association offer** | | **4.00** | **6.75**** |
| **City offer** | | **3.75** | **3.75** |

*Not settled
**4.00% wages; 2.75% health insurance add-on

Inspection of Table 2 shows that the range of increases in 1997 is a low of 3.0% in Watertown to a high of 6.01% in Hartford; the median is 3.5%. Comparing the parties' 1997 offers, the Employer's 3.75% is greater than the median by +0.25% while the Association's offer of 4.00% deviates by +0.50%. For 1998, the sample of comparables consists of only three communities, with a median of 3.25%. Again the City's offer of 3.75% is closer to the median than the Association's offer of either 4.00% or 6.75%. The City's wage offer is greater than the cost of living which has been less than 3% according to the unrebutted testimony of Richard Mercier, City Administrator and Hal Wortman (COL 2.7% in 1997) (arbitrator's notes). On the issue of wages alone, the City's wage proposal is the more reasonable of the two final offers.

A review of health insurance coverage offered by the external comparables reveals that quantitative analysis is not possible because some data are reported as percentages of premium cost while others show a dollar amount contributed by the employer for either single or family plan, and some merely indicate the amount of contribution made by the employee with no information as to the amount of the premium. A further complication goes to the qualitative nature of the various plans; not only are a variety of carriers identified, i.e., Dean Care HMO, Group Health Plan, Physician's Plus, et al, there is no information as to the degree and kind of coverage provided by each, i.e., co-payments, deductibles, limitations. For example, it might be possible that an employer contribution of 105% of the premium cost of a relatively limited plan would be less than 95% of a far more comprehensive plan. Nor can one deduce, for example, whether employees in Beaver Dam whose costs are paid at 95%, have to contribute as much as employees in the City of Oconomowoc who presently must pay $35 per month. Because of these problems, it

will be necessary to place less weight on the external comparables on health insurance.

TABLE 3

HEALTH INSURANCE
Amount paid by Employer

| | 1996 | 1997 | 1998 |
|---|---|---|---|
| Beaver Dam | 95% | 95% | ---- |
| Delafield | 105% | ---- | ---- |
| Fort Atkinson | all but $20 per month | 105% | 105% |
| Hartford | 100% | 100% | 100% |
| Hartland | 105% | 105% | 105% |
| Jefferson | ---- | $150 single; $406 family per month | $150 single; $406 family per month |
| Oconomowoc (Town) | all but $30 per month | all but $30 per month | ---- |
| Watertown | $160 single; $412 family per month | $172 single; $386 family per month | |
| **City of Oconomowoc** | **all but $35 per month** | | |
| **Association offer (State Plan)** | | **$177 single; $440 family** | **$177 single; $440 family** |
| **City offer (Prime Care)** | | **all but $40 per month** | **all but $50 per month** |

Although internal comparables have been held to be of lesser value in the arbitrator's analysis of the final offers, because of the paucity of guidance from external comparables, they will be considered here.

Two questions confront the arbitrator regarding health insurance: first and most basic is whether the Association can gain a benefit through arbitration which it was not able to achieve through collective bargaining, i.e., a change from Prime Care Plus to the State of Wisconsin health plan, and second, in seeking a change to the status quo,

whether the Association has shown a compelling need and has proposed a quid pro quo.

The record reflects that in November of 1996, Hal Wortman, Finance Director, proposed a change to the State of Wisconsin Public Employer's Group Health Insurance Program beginning in 1997 based on increased costs in its self-funded insurance plan (Association Ex. 7). In order to make the change it was necessary for 65% of employees eligible for the plan to join. The matter was included in negotiations with the City's bargaining units. According to Mr. Wortman, on July 1, 1997, all bargaining units were offered wage increases plus a raise of 2.75% when the state plan went into effect to cover extra costs and to make the employees whole. Forty-eight non-union employees also selected the plan. The police unit did not reach agreement and were then covered by Prime Care with the same benefits as in the self-funded plan. The City was able to move to the state plan without the participation of the law enforcement bargaining unit. At some time during the bargaining of their successor contract, the Association changed its position and included in their offer their wish to enter the state insurance plan, receive a similar wage increase as other City units (4.00% and 5.00%), and receive a 2.75% increase when they became eligible for the state insurance plan. The City rejected this offer and thus impasse was reached. It is apparent to the arbitrator after a thorough review of the evidence, that in the normal give and take of bargaining, the Association could not have gained this new benefit, i.e., changed its status quo, without giving the City something in return, i.e., a quid pro quo. There is nothing in the evidentiary record to indicate that the Association offered to give up something of value, i.e., a trade-off, for inclusion in the state plan. Nor is there evidence of a compelling need for inclusion since health benefits at the previous level are being maintained. The increase in employee contribution is, of course, a negative

outcome to the employees, however, the arbitrator is without authority to separate out portions of the offers which result in final offer arbitration.

The arbitrator could discern no malice on the part of the City in its refusal to include the law enforcement unit in the state plan simply because the Association refused to participate when it was initially offered. The City's refusal to grant the benefit is based on economics: Mr. Wortman testified that from July 1997 to July 1998, the cost of Prime Care would be $2,500 less than if the police unit were in the state plan.

The arbitrator can well understand the Association's wish to receive benefits and compensation similar to that of the other City bargaining units. However, because of its own agenda, the Association missed the opportunity to achieve that goal by agreement. The unique needs and wishes of the law enforcement bargaining unit, as discussed above, cannot be ignored in an attempt to insure equity with other, often non-professional, bargaining units.

Based upon the record, the arbitrator selects the City's final offer on health insurance.

C. Clothing Allowance

Both parties seek to amend Article IX, Clothing Allowance: the City offers an increase from $300 per year to $400; the Association proposes an increase to $350 on January 1, 1997 and an increase to $400 on January 1, 1998. In addition, the Association proposes the existing negotiated list of uniform and equipment items as described in Attachment A (not reproduced here).

A comparison with the external comparables is shown below.

TABLE 4

UNIFORM ALLOWANCE

| | 1996 | 1997 | 1998 |
|---|---|---|---|
| Beaver Dam | $400 | $450 | ---- |
| Delafield | 400 | ---- | ---- |
| Fort Atkinson | 475 | 475 | 475 |
| Hartford* | ---- | ---- | ---- |
| Hartland | 400 | 400 | 425 |
| Jefferson | ---- | 400 | 400 |
| Oconomowoc (Town) | 375 | 400 | ---- |
| Watertown | 525 | 525 | ----- |
| **City of Oconomowoc** | **300** | | |
| **Association offer** | | **350** | **400** |
| **City offer** | | **400** | **400** |
| **Median** | **400** | **425** | **425** |

*Replaced by City

Inspection of Table 3 shows that the City has been below the median in 1996 and, in fact, at $300 was the lowest of six comparables. For 1997, the City's offer is closer to the median than the Association; for 1998 both offers are below the median. From a strictly quantitative point, the City's offer is preferable. Notwithstanding this conclusion, because of the way in which the Association's offer is drafted, it is also necessary to examine the effect of the Association's proposed amendment to Uniform and Equipment list.

The Association argues that there is a conflict between a negotiated list of clothing

and equipment and the policies of the department and therefore it has proposed to eliminate this conflict by removing references to e.g., specific styles and colors of clothing, bullet resistant vests (which are paid for by the Employer pursuant to a September 29, 1996 agreement; Association Ex. 12). The present list of clothing and equipment (see last page of Oestreicher award, Association Ex. 5) is obsolete and leads to inconsistency in application. It is asserted that if this list, which was negotiated in 1987, is maintained, the Association will demand that the list be strictly adhered to, thus resulting in a loss of flexibility by the Employer. It is further contended that it would be incompatible with principles of good faith negotiations for the Employer to propose a list of items that it does not intend to respect. In its reply brief, the Association argues that since the Employer has made additions to the negotiated list, it is the Employer who has altered the status quo. Because retention of the present list will require the Employer to alter many policies it unilaterally created, the Association's proposal is the more reasonable choice.

The City argues that its proposal on the clothing allowance does not seek to alter the status quo; the status quo is that established by Arbitrator Oestreicher's August 1997 award. Since the Association has not shown a compelling reason for a change of the list which adds items nor provided a quid pro quo, no change should be ordered by the arbitrator. In its reply brief, the City contends that the negotiated list of reimbursable items on the clothing allowance should not be changed in arbitration. Arbitrator Oestreicher accepted the Association's position that the City could not unilaterally change the list and now just six months later, the Association is attempting to do just that.

A major item of contention is the desire of the officers to be able to purchase semi-automatic handguns each year, an item the Chief opposes. This is a significant issues and

the City does not believe it should be unilaterally imposed. These are matters which could better be dealt with in negotiations. The City also argues that even though the list specified "french blue" pants, when the Department changed its uniform to require "dark blue" pants, officers were reimbursed for the latter.

As to the unilateral change by the City of payment for bullet-proof vests instead of requiring officers to use their clothing allowance for this item, the City does not find anything inconsistent or inappropriate.

The Association's wish to conform the 1987 Clothing Allowance-Voucher System list (Association Ex. 5, last page) to the modifications which have occurred over the years is not an unreasonable one. According to testimony by Officer James Callaghan, an Association witness, there have been changes in the kinds of firearms officers are permitted to carry which are not on the list. Styles and colors of uniform pants and hats have been changed by the Chief with no corresponding change to the list. However, on cross-examination, Officer Callaghan stated that the clothing allowance can be used to purchase these new items (arbitrator's notes).

City witness Lt. Jeff Schmidt testified that there has been a recent change in policy regarding handguns which permits officers to carry guns other than those on the list, however the City will not pay for semi-automatic guns. The issue of guns appears to be an extremely important, and as yet unresolved, matter.

The arbitrator does not believe that this issue can be dealt with a simple status quo/ quid pro quo analysis. While it is true that the City has not requested a change in the list, i.e., the status quo, it has made several policy changes over the years which have rendered it obsolete and open to misinterpretation and misunderstanding. Obviously some

changes have benefited the bargaining unit, i.e., the assumption of cost for body armor, but on balance a situation has been created which could result in open season for grievances. The Association has attempted to clarify the matter by preparing a new list (Association Ex. 4) which purports to give the City flexibility, e.g., styles and colors of pants, shirts, hats, etc. are not specified. There are many items which are listed generally and which, to this arbitrator's mind, require face-to-face negotiations to reflect upon the reality of present day needs of the Department. This arbitrator does not believe that her jurisdiction or her training permit her to make what amounts to substantive, professional law enforcement judgments in a final offer interest arbitration. Just as it would be beyond the arbitrator's competence to decide whether one, two, or three officers should be assigned to patrol cars, so are decisions as to uniforms and equipment. Only the appropriate City officials and the Association representing the officers can make such judgments and fine-tune the proposals submitted by the Association. Based on this discussion, the arbitrator will reach no conclusion as to which of the parties' final offers on the Uniform and Equipment list is preferable.

Based on the discussion above concerning the increment in the clothing allowance, the Employer's offer on the issue of clothing allowance is deemed the more reasonable and is adopted.

D. Comparison of Overall Benefits

The Association asks the arbitrator to consider the fact that police officers in Oconomowoc had fewer benefits than those in comparable law enforcement groups. It is asserted that police officers in most of the comparable communities have one or more of the following benefits: longevity, education premium, or payout of accumulated sick leave.

Police officers in Delafield and Hartland have all these benefits while Oconomowoc officers have none.

The City's response to this argument is that the bargaining posture of the Association in the past has been to emphasize wages over benefits, resulting in the highest wage level among the comparables. At a time in the past, the officers had a longevity payment in the collective bargaining agreement, but it was negotiated out, probably in exchange for some other demand. There have been trade-offs in the past and if the officers desire to have education premiums or other benefits, it should be done at the bargaining table with a quid pro quo offered in exchange.

This record does not provide sufficient evidence to assist the arbitrator in determining how the Association and the City reached the present status on the benefits discussed above. The record does show that in 1996 the bargaining unit received the highest wage increase, i.e., 4.5%. Inspection of 1966 data shown in Employer Ex. 2, adjusted for the eight comparables adopted above, demonstrates that in each of the three pay categories listed, Oconomowoc wages exceeded the median.

The arbitrator notes that the factor of overall benefits received by the comparable police units is entitled to consideration. Nonetheless, it is only possible in the instant case to acknowledge that there are certain benefits which are not part of this bargaining unit's total package. It is not possible, based upon the record, to make any findings since there is no certified final offer on such items as longevity, education premium, or pay out of accumulated sick leave raised by the Association in its post-hearing brief. The arbitrator is bound by the final offers of the parties which covered wages, health insurance, and clothing insurance.

V. CONCLUSIONS

On the issue of wages and health insurance, the final offer of the City is deemed to be preferable.

On the issue of clothing allowance, the final offer of the City is deemed to be preferable.

VI. AWARD

Based upon the discussion above, the final offer of the City shall be adopted and incorporated in the parties' Collective Bargaining Agreement for 1997-98.

Dated this 19th day of March, 1998 at Milwaukee, Wisconsin.

Rose Marie Baron, Arbitrator