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**IN THE MATTER OF THE INTEREST ARBITRATION
PROCEEDINGS BETWEEN**

CITY OF BROOKFIELD,

Employer,

and

ARBITRATOR'S AWARD
Case 109 No. 55936
MIA-2169
Decision No. 29331-A

BROOKFIELD PROFESSIONAL POLICE
ASSOCIATION,

Union.

Arbitrator: Jay E. Grenig

Appearances:

For the City: Roger Walsh
Attorney at Law
Davis & Kuelthau

For the Association: Glen Sharp
Business Agent
WPPA/LEER

I. BACKGROUND

This is a matter of final and binding interest arbitration pursuant to Section 111.77(3) of the Wisconsin Municipal Employment Relations Act for the purpose of resolving a bargaining impasse between the Brookfield Professional Police Association and the City of Brookfield. The City of Brookfield ("City" or "Employer") is a municipal employer. The Brookfield Professional Police Association ("Association") is the exclusive collective bargaining representative of the police officers employed by the City.

On December 22, 1997, the Association filed a petition with the Wisconsin Employment Relations Commission requesting the Commission to initiate final and binding

arbitration pursuant to Section 111.77(3) of the Municipal Employment Relations Act. The petition alleged that an impasse existed between the parties with respect to wages, hours and conditions of employment of law enforcement personnel for the years 1997-99. Following an investigation by the WERC, it was determined that an impasse within the meaning of Section 111.77(3) existed between the Association and the City. The parties thereafter submitted their final offers.

On March 25, 1998, the WERC issued an order appointing the undersigned as the arbitrator in this matter. The matter was brought for hearing before the Arbitrator on April 29, 1998, in Brookfield, Wisconsin. The parties were given full opportunity to present all relevant evidence and arguments. Upon receipt of the parties' reply briefs, the hearing was declared closed on July 7, 1998.

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Although the parties are in disagreement with respect to wage increases for 1997 and 1998, they did reach tentative agreement on a number of other issues. Along with other City employees, they also agreed to changes in the health benefits effective January 1, 1998.

II. SUMMARY OF FINAL OFFERS

A. The Association

1. Incorporate Tentative Agreements . . .
2. 4.5% across the board effective 1/1/97
3. 4% ATB effective 1/1/98
4. 1% ATB effective 7/1/98

B. The City

The provisions of the 1995-1996 Agreement are to be continued in a new two year agreement to be executed by the parties, except as modified by the Tentative Agreements dated and signed on December 1, 1997, relating to the revision of the City's Health Care Program, by the Tentative Agreements dated November 17, 1997 (Revised December 1, 1997) and initialed on December 15 and 31, 1997, and by the following:

1. Wages: Effective 1/1/97 - 3.0% across the board

Effective 7/1/97	-	0.5% to the start rate For Investigator
Effective 7/1/97	-	1.0% to the after 4 year rate (for Patrol Officer and to the after 1 year rate for Investigator
Effective 1/1/98	-	3.0% across the board
Effective 7/1/98	-	0.5% to the start rate for Investigator
Effective 7/1/98	-	1.0% to the after 4 year rate for Patrol Officer and to the after 1 year rate for Investigator

III. STATUTORY CRITERIA

111.77. Settlement of disputes in collective bargaining units composed of law enforcement personnel and fire fighters

In fire departments and city and county law enforcement agencies municipal employers and employes have the duty to bargain collectively in good faith including the duty to refrain from strikes or lockouts and to comply with the procedures set forth below:

....

(3) Where the parties have no procedures for disposition of a dispute and an impasse has been reached, either party may petition the commission to initiate compulsory, final and binding arbitration of the dispute. If in determining whether an impasse has been reached the commission finds that any of the procedures set forth in sub. (1) have not been complied with and that compliance would tend to result in a settlement, it may require such compliance as a prerequisite to ordering arbitration. If after such procedures have been complied with or the commission has determined that compliance would not be productive of a settlement and the commission determines that an impasse has been reached, it shall issue an order requiring arbitration. The commission shall in connection with the order for arbitration submit a panel of 5 arbitrators from which the parties may alternately strike names until a single name is left, who shall be appointed by the commission as arbitrator, whose expenses shall be shared equally between the parties. Arbitration proceedings under this section shall not be interrupted or terminated by reason of any prohibited practice charge filed by either party at any time.

(4) There shall be 2 alternative forms of arbitration:

(a) Form 1. The arbitrator shall have the power to determine all issues in dispute involving wages, hours and conditions of employment.

(b) Form 2. The commission shall appoint an investigator to determine the nature of the impasse. The commission's investigator shall advise the commission in writing, transmitting copies of such advice to the parties of each issue which is known to be in dispute. Such advice shall also set forth the final offer of each party as it is known to the investigator at the time that the investigation is closed. Neither party may amend its final offer thereafter, except with the written agreement of the other party. The arbitrator shall select the final offer of one of the parties and shall issue an award incorporating that offer without modification.

(5) The proceedings shall be pursuant to form 2 unless the parties shall agree prior to the hearing that form 1 shall control.

(6) In reaching a decision the arbitrator shall give weight to the following factors:

(a) The lawful authority of the employer.

(b) Stipulations of the parties.

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

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

1. In public employment in comparable communities.

2. In private employment in comparable communities.

(e) The average consumer 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

A. THE ASSOCIATION

The Association argues that the City can easily afford to pay for the Association's proposal. According to the Association, the City has agreed to pay certain employees, represented and non-represented, higher percentage wage increases than the Association is proposing.

It is the Association's position that the City's police officers are paid less than the average of comparable groups. Relying on Arbitrator McAlpin's 1996 arbitration decision, the Association asserts that the City has not tried to correct the inequity identified by Arbitrator McAlpin. The Association notes that "several of the comparison groups received increases that are as good as or better than the Employer's offer for the top rate." The Association states that when longevity information from comparable municipalities is examined, this information enhances the wage differences between City police officers and those in comparable groups.

The Association claims there is no consistent internal pattern of settlements in the City. According to the Association, each bargaining unit negotiated a different settlement. Noting that firefighters are the most appropriate internal comparison, the Association argues that the firefighter agreement favors the Association's proposal. The Association stresses that City firefighters are paid above the average of their comparison group while police officers continue to be paid below the average.

The Association contends that it is unfair for the City to create a situation in which some officers receive a higher percentage wage increase than others. It maintains that officers who have not yet reached the four year anniversary will receive only three percent each year, while more senior officers will receive an additional one percent. According to the Association, the City appears to be the only employer that is attempting to impose a divisive wage increase.

Finally, the Association argues that it agreed to major changes in health insurance resulting in significant financial savings for the City. The Association says it is seeking a quid pro quo for the health insurance change and that quid pro quo is a slightly higher than average wage increase—an increase that will place City police officers in a rank with their comparables that is more reasonable based on the size and wealth of the City.

B. THE CITY

The City contends that its Final Offer moves the wage rates of the bargaining unit ahead, both in absolute terms and in relation to the external comparables. It says that its Final Offer moves the bargaining up to and above the average for the comparable municipalities. The City states that its Final Offer will give the bargaining unit a greater increase and a higher lift than the average achieved by the voluntary settlements. According to the City, its Final Offer will accomplish all this without upsetting the delicate balance in collective bargaining negotiations with its numerous other internal bargaining units.

It is the City's position that the Association's Final Offer is extreme and unwarranted by any measure. The City claims that the Association's Final Offer goes far beyond what any other external comparable bargaining unit has managed to obtain through voluntary negotiations. The City stresses that the Association's 1998 wage proposal is more than 50 percent above the average increase in lift of the external comparables. It also points out that the Association's demands go beyond the increases obtained by other City bargaining units for 1997 and 1998.

Claiming that its wage proposal is not divisive, the City stresses that every officer has an opportunity to reach the top rate if they remain in the job long enough. It states that good sense and good policy support rewarding experience and proven service with higher wages.

Pointing out that none of the other bargaining units received quid pro quo for voluntarily accepting the new health care program, the City argues that to award a quid pro quo that none of the other units received is inequitable.

V. FINDINGS OF FACT

A. The Lawful Authority of the Employer

There is no contention that the City lacks the lawful authority to implement either offer.

B. Stipulations of the Parties

While the parties were in agreement on a number of matters, there were no stipulations with respect to this issue.

C. The Interests and Welfare of the Public and the Financial Ability of the Unit of Government to Meet these Costs.

This criterion requires an arbitrator to consider both the employer's ability to pay either of the offers and the interests and welfare of the public. The interests and welfare of the public include both the financial burden on the taxpayers and the provision of appropriate municipal services. There is no contention that the City lacks the financial ability to pay either offer.

The public has an interest in keeping the City in a competitive position to recruit new employees, to attract competent experienced employees, and to retain valuable employees now serving the City. Presumably the public is interested in having employees who by objective standards and by their own evaluation are treated fairly. What constitutes fair treatment is reflected in the other statutory criteria.

The City participates in a consortium of five cities (Brookfield, Elm Grove, New Berlin, Hartland, and Pewaukee) for recruiting police officers. In recent years, about 200 applicants per year have applied through the consortium. Applicants are free to exclude any municipality as a possible employer. Candidates have excluded the City less often than they have excluded other municipalities in the consortium. According to the record, only one candidate has ever declined an offer of employment from the City.

In the past five years, 21 police officers have left the City's employment. There was no indication that any left due to dissatisfaction with wages or other terms or conditions of employment. Fifteen of the 21 police officers retired. Three of the 21 were terminated during their probationary period. The remaining three officers left for personal, family reasons, or career changes.

D. Comparison of Wages, Hours and Conditions of Employment

1. Introduction

The purpose in comparing wages, hours, and other conditions of employment in comparable employers is to obtain guidance in determining the pattern of settlements among the comparables as well as the wage rates paid by these comparable employers for similar work by persons with similar education and experience.

In order to provide stability and predictability in the collective bargaining process, arbitrators generally avoid altering a previously established comparability group. *Kenosha Unified School Dist.*, Dec. No. 19916-A (Kerkman 1983). The use of different comparison groups from contract to contract encourages the parties to go comparables shopping. See, e.g., *Sheboygan County (Highway Dept.)*, Dec. No. 27719-A (Malamud 1994). Changes in comparables also can tend to undermine the stability and predictability of bargaining. *Janesville School Dist.*, Dec. No. 22823-A (Grenig 1986).

Absent significant changes in a particular comparability group previously adopted by an arbitrator in an interest arbitration proceeding and assuming the prior arbitrator did not make a serious error, the arbitrator in a later interest arbitration between the same parties should be extremely reluctant to construct a new group of comparables. See *Luxemburg-Casco Educ. Ass'n*, Dec. No. 27168-A (Briggs 1992).

Even where there is only a small number of established comparables with settled contracts, it is preferable to give the settlements in the agreed upon comparables whatever weight is appropriate rather than to interject new "comparables" into the parties' collective bargaining. See *Winneconne Community School Dist.*, Dec. No. 23202-A (Miller 1986); *Rosendale-Brandon School Dist.*, Dec. No. 23261-A (Vernon 1986). If the selection of comparables were dependent upon the status of bargaining in other governmental units, a party might be encouraged to manipulate the bargaining process in order to be able to utilize the "comparables" that best support its position.

In the 1996 interest arbitration between the parties, the following external comparables were used:

Bayside	Greendale	St. Francis
Brown Deer	Greenfield	Shorewood
Butler	Hales Corners	South Milwaukee
Cudahy	Menomonee Falls	Thiensville
Elm Grove	Mequon	Waukesha
Fox Point	Muskego	Wauwatosa
Franklin	New Berlin	West Allis
Germantown	Oak Creek	West Milwaukee
Glendale	River Hills	Whitefish Bay

For the reasons stated above, these municipalities are appropriate comparables for use in this proceeding.

2. External Comparables.

Starting Salary (Year End)

At the end of 1996, the starting salary of the comparables ranged from \$3,043 to \$2,290 a month. The average monthly starting salary at year end was \$2,631 and the median was \$2,590. The City's starting salary the end of 1996 was \$2,451--\$180 below the average and \$139 below the median.

At the end of 1997, the average starting salary of the comparable municipalities ranged from \$3,003 to \$2,359 a month. The average monthly starting salary (at year end) was \$2,708 and the median was \$2,691. If the City's offer (\$2,525) were implemented, it would be \$183 below the average and \$166 below the median. If the Association's offer

(\$2,561) were implemented, it would be \$147 below the average and \$130 below the median.

At the end of 1998, the average starting salary of the comparable municipalities who have settled (22 cities) ranges from \$3,236 to \$2,308 a month. The average monthly starting salary of the municipalities who have settled is \$2,777 and the median is \$2,829. If the City's offer (\$2,601) were implemented, the 1998 starting salary at year end would be \$176 below the average and \$228 below the median. If the Association's offer (\$2,690) were implemented, the 1998 starting salary at year end would be \$87 below the average and \$139 below the median.

Maximum Salary (Year End)

City police officers reach the maximum rate of pay after four years with the police force. Some of the comparables require five years to reach the top step.

At the end of 1996, the maximum salary of the comparables ranged from \$3,600 to \$3,208 a month. The average monthly starting salary at year end was \$3,452 and the median was \$3,462. The City's starting salary the end of 1996 was \$3,429--\$23 below the average and \$33 below the median. In 1996 the City ranked twentieth out of the 28 municipalities at this benchmark.

At the end of 1997, the average maximum salary of the comparable municipalities ranged from \$3,717 to \$3,337 a month. The average monthly starting salary at year end was \$3,575 and the median was \$3,596. If the City's offer (\$3,567) were implemented, it would be \$8 below the average and \$29 below the median. If the Association's offer (\$3,583) were implemented, it would be \$8 above the average and \$13 below the median. If the Association's offer were implemented, the City would rank seventeenth out of 28 comparables at this benchmark. If the City's offer were implemented, the City would rank eighteenth out of 28 comparable municipalities at this benchmark. Either offer would result in an improvement in the City's relative ranking.

At the end of 1998, the average maximum salary of the comparable municipalities who have settled (22 cities) ranges from \$3,828 to \$3,470 a month. The average monthly maximum salary of the municipalities who have settled is \$3,684 and the median is \$3,709. If the City's offer (\$3,711) were implemented, the 1998 maximum monthly salary at year end would be \$27 above the average and \$2 above the median. If the Association's final offer were implemented, the 1998 maximum monthly salary at year end would be \$97 above the average and \$54 above the median. The City's offer would result in a ranking at this benchmark of tenth out of the 22 municipalities at this benchmark; the Association's would result in a ranking of fifth out of those that have settled for 1998.

Percentage Increases

The wage increases for 1997 in the comparable municipalities ranged from 2.75% to 4.0%. The average cost increase was 3.57% (or an average lift of 3.55% when the phased in increases of several of the municipalities are considered). The City's 1997 offer would result in an increased cost of 3.5% and a lift of 4.0%. The Association's offer would result in an increased cost of 4.5% and an increased lift of 4.5%. The City's offer is 0.03% above the average increase in cost and 0.45% above the average lift. The Association's offer is 1.03% above the average increase in cost and 0.95% above the average lift.

The wage increases for 1998 in the comparable municipalities that have settled ranges from 2.5% to 4.0% with an average increased cost of 3.16% and an average lift of 3.23%. The City's 1998 offer would result in an increased cost of 3.50% and an average lift of 4.0%. The Association's offer would result in an increased cost of 4.5% and an increased lift of 5.00%. The City's offer is 0.34% above the average increased cost and 0.77% above the average lift. The Association's offer is 1.34% above the average cost increase and 1.77% above the average lift.

3. Internal Comparables.

Non-represented City employees were given 3.0% wage increases in 1997 and 1998. AFSCME represented City employees (DPW, Parks, Utilities, etc.) received 3.25% in 1997 and 3.0% in 1998. AFSCME (Library) received 3.25% in 1997 and have not settled for 1998. Police dispatchers and clerks received a 3.25% increase in 1997 and in 1998 (except for a 3.50% increase to certain rates). Firefighters received 3.0% increases in 1997 and in 1998.

In 1996, the City firefighters' average wage was lower than the average in comparable municipalities. In 1997, the average wage was \$63 higher than the average in the comparables. The firefighters agreed to lengthen the time required to reach the top step wage rate from four years to five years.

The City's 1997 and 1998 offers exceed the percentage increases received by other City employees. Similarly, the Association's offers are even further above the increases received by other City employees for 1997 and 1998.

E. Changes in the Cost of Living

The Consumer Price Index (Milwaukee Area—All Consumers) increased by 2.7% in 1995, by 2.5% in 1996, and by 2.0% in 1997. The increase in the CPI for Urban Wage Earners was even lower in 1996 and 1997. Both parties' offers are greater than the increase in the cost of living as measured by the Consumer Price Index for 1995, 1996, and 1997.

F. Overall Compensation Presently Received by the Employees

In addition to their salaries, employees represented by the Association receive a number of other benefits. While there are some differences in health and welfare benefits received by employees in comparable municipalities, it appears that City employees generally receive benefits equivalent to those received by employees in the comparable municipalities.

Several of the comparable municipalities provide longevity payments—monthly payments ranging from \$5 \$55 a month to officers with more than five years of service. The City does not provide its police officers with longevity pay. The Union concedes that City officers gave up longevity pay in the past in exchange for higher wages. The City's offer would provide

As of January 1, 1998, all City employees and all City bargaining units have the same health insurance program and employee contribution levels.

G. Changes During the Pendency of the Arbitration Proceedings

No material changes during the pendency of the arbitration proceedings have been brought to the attention of the Arbitrator.

H. Other Factors

This criterion recognizes that collective bargaining is not isolated from those factors which comprise the economic environment in which bargaining takes place. See, e.g., *Madison Schools*, Dec. No. 19133 (Fleischli 1982). There is no evidence that the City has had to or will have to reduce or eliminate any services, that it will have to engage in long term borrowing, or that it will have to raise taxes substantially if either offer is accepted.

VI. ANALYSIS

A. Introduction

While it is frequently stated that interest arbitration attempts to determine what the parties would have settled on had they reached a voluntary settlement (See, e.g., *D.C. Everest Area School Dist. (Paraprofessionals)*, Dec. No. 21941-B (Grenig 1985) and cases cited therein), it is manifest that the parties' are at an impasse because neither party found the other's final offer acceptable. The arbitrator must determine which of the party's final offers is the most reasonable, regardless of whether the parties would have agreed on that offer, by applying the statutory criteria.

B. External Comparables

One of the most important aids in determining which offer is more reasonable is an analysis of the compensation paid similar employees by other, comparable employers. Arbitrators have also given great weight to settlements between an employer and its other employees. See, e.g., *Rock County (Deputy Sheriffs' Ass'n)*, Dec. No. 20600-A (Grenig 1984). While arbitral authority establishes the principle that internal settlements are to be given "great weight," such internal settlements are not conclusive. It is still necessary to examine the other criteria, including external comparables.

In analyzing the comparative data, consideration of the median and average salaries is important. An examination of the average salary can have erroneous results because the average can be distorted by very high or very low salaries in the comparison group. It is also helpful to consider the relative ranking of the employer among the comparable employers, giving particular attention to whether the ranking has moved up or down.

In a 1996 interest arbitration between the parties, Arbitrator McAlpin wrote:

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

The record in this case shows that both parties' offers improve the City's position with respect to the wage rates of the external comparables. The Association's offer provides 1997 and 1998 starting salaries closer to the average and the median starting salaries of the comparable municipalities than the City's offer. However, the City's offer provides a top salary closer to the average and median top salaries than does the Association's offer. The top salary is of greater significance in determining the reasonableness of the parties' offer since an employee will reach the top salary after four years of employment with the City whereas the starting salary effects an employee only in the first year of employment.

In keeping with Arbitrator McAlpin's exhortation, the City's final offer would result in a 1998 top wage rate \$27 above the average top salary of the comparables and \$2 above the median. The City's offer also moves the City from twentieth out of 28 in 1996

to tenth out of the 22 comparables that have settled for 1998. Thus, the City's offer results in moving the City from the bottom third of the comparables to the top half. These statistics may be changed in some manner after all the cities and police unions have settled, but it is appropriate here to evaluate the evidence as it existed at the time the hearing was closed. Given the dynamics of collective bargaining, there are constant changes to the conditions of employment of various public employers.

The Association's final offer, on the other hand, would provide a 1998 top wage rate \$97 above the average and \$54 above the median. The Association's offer would move the City's police officers from the bottom third of the comparables in 1996 to the top quarter (fifth out of 22) in 1998. Such a significant improvement in the relative position of the City employees with respect to the comparables should be the product of voluntary negotiations and not of the interest arbitration procedure.

The City's final offer for 1997 would result in a top salary below that of the average top salary and median top salary in the comparable municipalities. However, the City's final offer would narrow the gap between it and the comparables and it would improve the City's relative ranking.

The percentage salary increases of employees performing similar duties for the comparable employers is of limited consequence as the percentage increases are applied to different base salaries resulting in different dollar increases. Nonetheless, the record indicates that the Employer's offer is within the range of the percentage increases for 1997 and 1998 in the comparable municipalities. On the other hand, the Association's final offer provides for across the board percentage increases greater than any implemented in any of the comparable municipalities.

C. Internal Comparables

Although finding that the external comparables strongly favored the Association, Arbitrator McAlpin concluded that he did not want to award a higher settlement to the Association than was voluntary agreed to between the City and its firefighters. He went on to state:

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

Well-established internal settlement patterns are very important to the extent that there has been a history of like settlements and adherence to the pattern will not result in

an unacceptable external wage relationship. *Village of Germantown (Police Dept.)*, Dec. No. 27803-A (Vernon 1994). See also *Sauk County (Highway Dept.)*, Dec. No. 26359-B (Vernon 1990). See also *City of Marinette*, Dec. No. 27642-A (Michelstetter 1994) (arbitrators have declined to rely on internal comparables where there is a significant disparity between the Association and its externals); *Waushara County (Health Dept.)*, Dec. No. 26111-A (Bellman 1990) (placing a very high value on uniformity subordinates the public policy that justifies separate bargaining units to the desire for simplicity).

In *Rock County (Deputy Sheriffs' Ass'n)*, Dec. No. 20600-A (Grenig 1984), this arbitrator gave great weight to evidence regarding the settlement pattern established by other bargaining units in the county, but also relied on evidence establishing that both offers would establish a top wage rate in excess of the median top wage and on evidence that the county's offer would maintain its ranking at the top wage rate. It was also determined that two other final offers of the association were less reasonable than the employer's.

According to the evidence in the record, although the wage increases varied in some respects, the 1997 and 1998 wage increases for City employees, represented and nonrepresented, ranged from 3.0% to 3.25%. (The librarians have not settled for 1998). Of particular significance, the firefighters settled for 3.0% increases in 1997 and in 1998. The City's final offer would provide percentage increases for City police officers in excess of that provided other employees. The City's offer would provide City police officers with a 1998 top wage rate above the average and median wage rates of police officers in the comparable municipalities. It would improve the City's ranking at the top wage rate from twentieth out of 28 in 1996 to tenth out of 22 at 1998.

The Association's offer would result in percentage wage increases 50% higher than those received by other City employees. As Arbitrator McAlpin recognized in his 1996 decision, departing from the internal settlement pattern can have an "extremely negative effect on voluntary collective bargaining in the City of Brookfield if the police are allowed to achieve a substantial increase over what the other bargaining units have voluntarily settled for." The internal settlement pattern should be disregarded only where the other factors provide a compelling reason for doing so.

D. Other Factors

Both offers provide for wage increases greater than the increase in the cost of living as measured by the Consumer Price Index. The City's offer is closer to the CPI than the Association's.

The City's offer for increases after four years for Patrol Officers and Investigators is not divisive. This proposal is in the nature of a longevity increase, using a percentage of the base wage rather than a fixed dollar amount. This increase after four years recognizes that officers with less than four years' longevity will receive annual wage increases

by moving from column to column based on years of service. The City's proposal also rewards experience and proven service.

The agreed-upon changes to the health care benefits does not compel a conclusion that the Association is not entitled to some sort of quid pro quo for having agreed to the changes. Collective bargaining normally involves give and take by both parties. Attempting in this proceeding to go behind the settlement of earlier issues or the parties' tentative agreements would serve no good purpose and would probably discourage settlement and tentative agreements in the future.

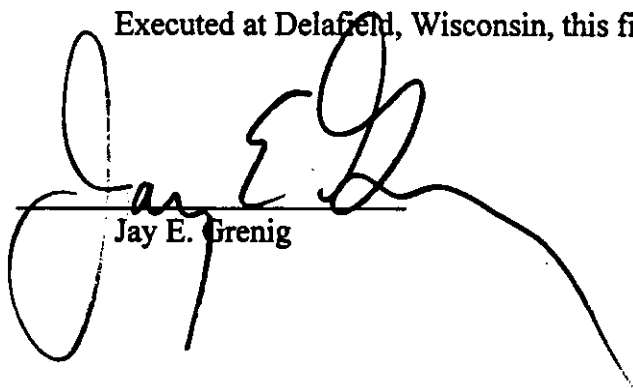
E. Conclusion

The City's final offer is more reasonable than the Association's final offer. First, City's final offer results in a 1998 wage rate for City police officers above the median and the average wage rates of police officers in the comparable municipalities than the Association's final offer. Second, the City's final offer is closer to the median and average wage rates of police officers in the comparable municipalities than the Association's. Third, the City's final offer is closer to the percentage wage increases in the comparable municipalities than the Association's final offer. Fourth, the City's final offer improves the relative standing of the City's police officers' wages with respect to those of the comparable municipalities. Fifth, the City's final offer is closer to the pattern of internal settlements with other City employees for 1997 and 1998 than is the Association's final offer.

VII. AWARD

Having considered all the relevant evidence and the arguments of the parties, it is concluded that the City's final offer is the more reasonable offer. The parties are directed to incorporate into their 1997-1998 collective bargaining agreement the City's final offer together with all previously agreed upon items.

Executed at Delafield, Wisconsin, this first day of August 1998.



Jay E. Grenig