



STATE OF WISCONSIN  
BEFORE THE ARBITRATOR

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In the Matter of the Petition of	:
	:
DELAFIELD PROFESSIONAL POLICEMEN'S	:
PROTECTIVE ASSOCIATION	:
	:
To Initiate Arbitration Between	:
Said Petitioner and	:
	:
THE CITY OF DELAFIELD	:
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Case 90  
No. 54963 MIA-2123  
Decision No. 29386-A

Appearances:

Wisconsin Professional Police Association/LEER Division, by Richard T. Little on Behalf of Delafield Professional Policeman's Protection Association.

Davis & Kuelthau, S.C., by Nancy L. Pirkey, Esq. on behalf of the City of Delafield.

**ARBITRATION AWARD**

Delafield Professional Policemen's Protection Association (WPPA, Association or Union) is the exclusive collective bargaining agent for all regular full-time and regular part-time law enforcement employees with the power of arrest employed by the City of Delafield excluding confidential, supervisory and managerial employees. The Association and the City have negotiated an agreement of all of the issues relating to the terms for a successor to their 1995-96 labor agreement, except for two issues. Being unable to resolve those issues, the Association filed a petition requesting the Wisconsin Employment Relations Commission (Commission) to initiate compulsory final

and binding arbitration pursuant to Sec. 111.77(3) of the Municipal Employment Relations Act on March 11, 1997. The Commission assigned its representative to investigate the matter. The Investigator certified that the parties were at an impasse on May 19, 1998. The Commission appointed the undersigned to act as the arbitrator by order dated June 29, 1998.

After due notice was given to the public, the arbitration hearing was conducted at the Delafield City Hall on August 14, 1998. Both parties presented documentary evidence into the hearing record, which was closed at the conclusion of the August 14 hearing. The parties exchanged post hearing briefs through the arbitrator on September 16, 1998. Thereafter, the parties informed the undersigned that they had elected not to file reply briefs.

#### ISSUES IN DISPUTE

The parties agreed that the two unresolved issues are the length of the contract and the size of the wage increases. The Association offered a two year contract with 4% across the board increases for each 1997 and 1998. The City's three year offer was for 3% in 1997 and 3.25% in 1998 and 3.5% in 1999. The parties also disagreed which law enforcement departments constitute suitable external comparables.

#### THE ASSOCIATION'S POSITION

The Association said that there has not been an appropriate comparable group established. It argued that "all municipal law enforcement departments within Waukesha County that operate under a collective bargaining agreement and have a population over

2,500 ", which is the cut off for interest arbitration, are comparable. It added the Village of Butler to its list, because, although Butler falls below 2,500, it has a similar number of employees as the City of Delafield. The Association noted that Arbitrators find municipalities comparable when they are substantially equal in "population, geographical proximity, mean income, overall municipal budget, total complement of relevant department personnel, and wages and fringe benefits paid such personnel." It said that the association had utilized these criteria to develop its proposed comparables. The Union said that since the Waukesha County Sheriff's department is ten times larger than Delafield's, it should not be included. It said that municipalities with less than 2500 population who subcontract with the Sheriff's Department for law enforcement services should not be considered. The Association argued that "Delafield may be more appropriately compared to departments that are not directly adjacent to Milwaukee County and has broken down its primary list accordingly."

The Association said that its offer for 4% wage increases in January of 1997 and January 1998 is more reasonable than the City's offer for 3% in 1997, 3.25% in 1998 and 3.5% in 1999. It pointed to wage increase data for the Association's recommended comparables for the period 1996 through 1999, and compared that data with the two wage offers in this proceeding. The information compared hourly base wages at top patrol officer and sergeant classifications. It said that at these classifications

Delafield's employees rank "at or near the bottom third of each of the rankings. Under either final offer the rankings should remain identical for both 1997 and 1998." The Association argued that the Employer's offer would result in below average monetary and average wage increases being awarded to Delafield's top patrol officers. "Furthermore, adoption of the Employer's offer would provide increases that have an accumulated effect of a thirty cent per hour less than average wage increase for 1997 and 1998. Annualized, these figures would represent a loss of \$624 in true wages per employee as compared to the average.

The Association, anticipating that the City would argue that a pattern of internal settlements supported the City's offer, said that, "even the internal comparisons lend support to the Association offer." It said that though arbitrators give weight to internal comparables, recent arbitral opinion and the facts in this proceeding dictate that internal comparables should be given only limited weight. It noted that Arbitrator Bellman stated that uniform bargaining may not be in the best interest of the parties or the public. "Placing a very high value on uniformity subordinates the public policy that justifies the unit's desire for simplicity." The Association also noted that Arbitrator Fleischli suggested that there may be good reasons to compare law enforcement units to other law enforcement units rather than internal units. "Not only is the nature of their work significantly different than that which is performed by [other] employees in the same community, a separate statutory procedure

exists . . . for the establishment of their wages, hours and working conditions."

The Association said that the Employer suggested it made a more generous offer to this unit than to other employees for 1997 and 1998. It argued that this is not the case because the Employer will benefit more from reduced retirement costs for this unit than it will save on reduced retirement costs for its other employees. "Thus, unless the Employer can point to a strong reason supporting wage increases below what has been provided the internal settlements, there can be no question that the Association offer is more reasonable based upon this criterion."

The Union said that evidence showed the Consumer Price Index for the North Central Region showed "increases at or near 4% the year end 1996." It cited Arbitrator Kerkman's comments in a Merrill Area Education Association decision, to wit:

the proper measure of the amount of protection against inflation to be afforded the employees should be determined by what other comparable employers and Associations have settled for . . . The voluntary settlements create a reasonable barometer as to the weight that the cost of living increases should be given in determining the outcome of an interest arbitration.

The Association argued that the cost of living data and the standard of external wage settlements support its offer. The Association said that its offer best meets the welfare of the public. It said that the Union's offer recognizes the need to "maintain the morale and health [of Delafield's] police officers and thereby retaining the best and most qualified officers." It

argued that intangible benefits including "morale and unit pride" are important "when one realizes that law enforcement officers of one department work side by side on a daily basis with officers of other departments." It said for that reason, comparisons with other law enforcement officers in similar departments are the "most prevalent comparison made in these proceedings." The Union said that its members' morale may be "jeopardized through the implementation of the Employer's final offer." It said that under that offer the hourly rate of a Delafield police officer will slip below the average of the comparable departments." This is due to an offer that provides a percentage increase that is not only below the average, but will provide the absolute lowest percentage increases of the departments viewed as comparable by the Association."

#### THE CITY'S ARGUMENT

The City said that 21 different municipalities in Waukesha County and the Waukesha the County Sheriff's Department are an appropriate pool for comparison with the City of Delafield. The City said that it based its recommendation upon "geographic proximity, population, tax rate, equalized valuation, and size of police force." It noted that both parties considered twelve of the same communities as comparable. The City's list contained 10 additional municipalities and Waukesha County which are not on the Association's list. It noted that the Association had suggested 2 municipalities which are not on the City's list. The City also said that 4 of the communities on its list do not

operate police departments. They contract for service from the Waukesha County Sheriff's Department. The City argued, nonetheless, that these four are comparable because of size and proximity.

The City said that by excluding municipalities with populations below 2500 from its list, the Association had placed too much emphasis on population. It argued that three of the communities "have police departments that are almost identical in size to Delafield." The City anticipated that the Union would argue that only represented units should be included in the comparable pool. It cited Sec. 111.77(b) Wis. Stats. and the decisions by a series of arbitrators as authority for "the proposition that the statute does not contemplate selecting comparables based on union representation."

The Employer noted that the Association did not include the Waukesha County Sheriff's Department as a comparable. It cited proximity, similarity of work, and the fact that the Sheriff's Department contracts to provide services with several of the Employer's comparables as reasons for including the Sheriff's Department in the comparable pool. It also cited decisions by arbitrators Kerkman and Haferbaker, which found sheriff's departments comparable with municipal police departments, to support the City's position.

"A key issue in dispute in these proceedings is contract duration." The City said that its offer would provide a contract through December 31, 1999. The Union's offer would expire at the

end of 1998, and "the parties would have to immediately return to the bargaining table to negotiate a successor agreement." It cited arbitral authority that long term contracts contribute to stability and "it (was) in the best interest of the parties that a two year contract be awarded, because they will have almost one full year of contract remaining and, therefore, they will not return immediately to the bargaining table." The City noted that in this case the WERC investigator didn't close his investigation until 18 months after the prior contract expired. "The City's final offer provides the parties with a respite from bargaining for one year, a break which is sorely needed by parties who were unable to reach even one tentative agreement during this round of contract negotiations."

The Employer said that its offer is supported by external comparisons. It said that the City's position, relative to comparable departments, is the product of many years of collective bargaining. Trade-offs from bargaining are "reflected in the parties' salary schedule." The City said that over the years the parties have negotiated a very generous longevity schedule which provides "maximum salaries that far exceed the average maximum salaries for police officers in the comparable communities." It said that Delafield police officers receive "over \$2,000 more than the average maximum salaries for police officers in comparable communities. The City said that its final offer would result in maximum salaries with longevity that exceed the comparable average by over \$3,700 in 1998. It pointed to a

summary that compared the parties' 1998 offers for wages with longevity included. The Union's offer for police officers who do not qualify for longevity is \$639 higher than the city's offer, \$43,489 compared to \$44,239. Police officers with ten years of service would receive \$44,359 under the City's offer compared to \$45,011 under the Union offer. After 25 years police officers in Delafield would receive \$688 more under the association's \$46,114 offer than under the city's offer for \$45,466. The City said that the lower wage offer would compensate officers without longevity \$2,306 and officers with maximum longevity \$3,789 more than the average comparable after 25 years of service. Delafield's officers would earn from \$2,945 to \$4,457 more than their comparable equivalent under the association's offer. The City said that the association's offer is unreasonable, because, it would exceed the comparable average by "almost \$4,500 in 1998." It said such a drastic improvement is not necessary "in light of the envious position that already exists in the city because of its generous longevity payments."

The City argued that when the association's offer is compared to either the City's comparables or the 12 agreed upon comparables it is apparent that the Union's offer is excessive. It reviewed data for those two comparable groups with the parties' offers. The average settlement for 17 of the City's comparables (it did not include the 4 municipalities that contract with the Waukesha County Sheriff) is 3.44% in 1997, compared to 3% under the City's offer and 4% under the Union's

offer. The comparable settlements averaged 3.28% in 1998 compared to offers by the City for 3.25% and 4% by the Association. Six comparable settlements for 1999 averaged 3.10% compared to the City's 3.5% offer. The Employer argued that its 3 year offer totalling 9.75% compared favorably to the total of average comparable settlements at 9.82%. It said the Union's two year offer exceeds the two year average total by 1.28%. It argued that the association cannot justify its proposed increases.

Comparisons with the "agreed upon comparable pool" showed average comparable increases of 3.55% in 1997, 3.3% in 1998 and 3.1% in 1999. The City argued that its offer for 3% in 1997, 3.25% in 1998 and 3.5% in 1999" comes very close to the average wage increase for the agreed upon comparable pool." It said that the association's offer is "far higher" than average 1997 and 1998 wage increases among comparables. The City said that the Union's two year offer is more that 1% above the average settlements, and the Union failed to offer evidence to justify that kind of an increase.

"The question that arises here is why the City's final offer is slightly below the average wage increase for the comparable pool, yet is one-half percent higher that the wage increases given in the comparable pool for 1999." The City cited a decision by Arbitrator Gunderman, "it is frequently recognized in multi-year agreements that a larger increase is granted in one of the years as an inducement for fixing the wages... for a longer

period of time." The City said that it had attempted to employ that strategy in this instance. While the strategy did not result in a settlement, the City said that it had recognized its obligation to offer "an 'inducement' to accept a longer term agreement."

The City said that it used "the traditional approach of expressing police officers salaries by listing salaries on both a monthly and annual basis." It said the association's use of hourly salary data "is a flagrant attempt ... to distort the salaries of Delafield police officers and to mask the competitive salaries that the City " has offered. The City pointed to exhibits it introduced for salary comparisons. Of its comparables, three expressed salaries annually, six listed monthly salaries, five listed bi-weekly rates. Only Big Bend listed hourly rates. The City said that Delafield's 1996 salary schedule "lists police officers salaries on an hourly, bi-weekly and annual basis." It said that only one other municipality lists salaries in that many different ways. Only two communities pay their police officers on an hourly basis. The City said it is inappropriate and misleading for the Union to use hourly wage rates for comparison.

The City compared minimum and maximum monthly salaries under the two offers with salaries in the City's list of comparables. It said that the City's offer would maintain Delafield's ranking "over the course of the 3 year agreement." The City said that while its position "does slip one notch in the first year of its

final offer, the City does regain its position in the second year." It said that the rank of 12th place out of 20 communities is "consistent with the size of its police department and more favorable when compared to population statistics." The City said that the association had not given any justification for a wage offer that would move Delafield from 12 to 10 at minimum rates and from 8 to 6 at maximum wages over the two years. "The Association's final offer would move Delafield above the City of Brookfield, a community which is six times larger than Delafield." The City said that the foregoing comparisons "do not factor in the City's lucrative longevity schedule." The City reviewed a summary comparison of ranking based upon annual salaries. "The City's final offer maintains the mid-level position that police officers in Delafield have achieved through voluntary negotiations. At the maximum rate, the City's rank actually improves over the course of the 3-year contract." It said that the Union's offer would improve the City's rank at minimum levels from 13th of 19 during the base year to 10th of 19 in 1998. At maximum wage levels the Union's offer would improve Delafield's rank from 9 of 19 to 6 of nineteen. The City said that there is no "explanation for why Delafield should have one of the highest paid police departments when it ranks as one of the smaller communities in Waukesha County." It said that the association wanted to "leap frog" ahead of larger wealthier communities like Brookfield, Chenequa, Menomonee Falls and New Berlin.

The Employer said that it had a longstanding practice of maintaining internal equity among its employee groups. It cited arbitral authority that, great weight should be accorded to patterns of internal settlements. "All other employees in the City, both union and non union alike, have accepted a far lower increase than ... the Association's offer." The City noted that its only other Union, its Department of Public Works, received 3.5% in 1997 and 3% in 1998. It concluded that the City's final offer is closer to the wage increases that were received by other city employees than the Union's offer for 8% over two years.

"Regardless of whose data is used, it is clear that the City's final offer comes closer to, while still exceeding, the cost-of-living factor." The City said that the association failed to give any reason why its members should receive wage increases that are more than double the 1997 and 1998 increases in the Consumer Price Index.

#### DISCUSSION

COMPARABLES - This being the first time that these parties have gone to arbitration, an appropriate pool of external comparables has not been established. The parties both suggested that the cities of Waukesha, Brookfield, Muskego and Oconomowoc, the villages of New Berlin, Menomonee Falls, Hartland, Pewaukee, Elm Grove and Mukwonago, and the towns of Brookfield and Oconomowoc were comparable. Since the parties agree that the law enforcement departments in these Waukesha County communities are

similar, and since they appear to meet the traditional tests for being considered comparable, they constitute the base for comparisons in this proceeding.

The City also suggested that the nine other municipal law enforcement agencies in Waukesha County and the County's Sheriff's Department should be included on the list. The Association's point, that since Section 111.77 does not apply to members of a police department employed by a municipality having a population of less than 2,500 such as Oconomowoc Lake (500), Chenequa (617), Big Bend (1307) and Dousman (1508) are not comparable, is correct. The Towns of Delafield, Merton and Sussex, who contract with the Waukesha County Sheriff's Department for law enforcement services can not be considered comparable. Nor can Lisbon, with one full time and two part time sworn officers, be considered comparable. It appears that the Town of Pewaukee with 11,292 residents and 14 full time and 12 part time police officers is similar to the average of other comparables. The fact that Pewaukee's officers are not represented is not, by itself, sufficient reason to exclude this unit from the list. The County Sheriff's Department which supplies the largest contingent of represented law enforcement personnel in Waukesha County deserves to be considered.

In addition to the twelve "agreed upon" departments, the Association suggested that the Village of Butler should be included in the comparable pool. Its argument for including this community of 2066 while excluding other communities with

populations of less than 2,500 is not convincing. The twelve agreed upon municipalities plus the Town of Pewaukee and the Waukesha County Sheriff's Department constitute an appropriate pool of comparable law enforcement departments for the purpose of making comparisons in this proceeding.

COMPARABLE COMPARISONS - Both parties based their arguments on comparisons of "top patrol officer wages", therefore, that is the data that has been considered in the following analysis. The Association relied primarily on the argument that the Employer is offering wage increases that are lower than "the average and monetary increases" granted to comparable units. It asserted that, "under the employer's final offer for 1997, the hourly rate of Delafield police officers will slip below the average of the comparable departments." The data that the Association provided to support that argument is inconsistent and confusing.

Association exhibit 15 indicates that the City's offer would result in Delafield's top patrol officers receiving one cent an hour less than the \$20.21 average hourly comparable salary in 1997. However, Association exhibit 16 shows that the City's offer would provide the officers three cents an hour more than the 1997 average comparable of \$20.12 an hour. Those same exhibits reflect that the Association's offer would result in Delafield's top officer salary going from \$.16 an hour above the average in 1996 to either \$.19 or \$.23 above the average comparable 1997 wage rate. The City's 1998 offer would result in Delafield's top officers earning \$.10 an hour less than the

\$20.96 hourly comparable average. They would receive \$.26 an hour more if the Union's offer is accepted. The data shows that Delafield's wages continue their ranking at 10 of 15 during both 1997 and 1998 no matter which offer is implemented. The City's 1999 offer for \$21.59 an hour would rank 6 out of 8 settled departments, and \$.27 less than the average that will be paid in the 7 other settled departments. The foregoing is an evaluation of hourly wages only.

The City argued that it is not appropriate to base the wage comparison on hourly wages because the parties negotiate on the basis of monthly and annual wages. Table I incorporates some data from Association exhibits 15-20 and Employer exhibits 14a-14d.

TABLE I MAXIMUM ANNUAL WAGES

<u>MUNICIPALITY</u>	<u>1996 RANK</u>	<u>1997 RANK</u>	<u>1998 RANK</u>	<u>1999 RANK</u>
New Berlin	42,737 1	42,954 4T	44,508 3	N.S.
Hartland	42,516 2	44,406 1	45,598 1	N.S.
Men. Fall	41,907 3	43,593 2	44,901 2	46,248 1
Waukesha City	41,715 4	42,971 3	N.S.	N.S.
Brookfield City	41,159 5	42,594 6	43,872	N.S.
Elm Grove	40,895 6	42,320	43,378	44,463
Mukwonago	40,411 8	42,115	43,589	N.S.
Pewaukee Village	40,090 9	41,699	42,958	44,685
Muskego	40,009 10	42,954 4T	44,543 4	46,102 2

Oconomowoc City	39,228	11	40,692	42,316	N.S.	
Pewaukee Tn.	38,875	12	41,080	43,472	N.S.	
Oconomowoc Tn.	38,808	13	40,452	7	41,874	43,560
Waukesha County	38,124	14	39,276	40,452	N.S.	
Summit	38,378	15	37,150	39,005	40,943	
Brookfield	34,424	16	36,200	38,544	40,953	
<b>AVERAGE</b>	<b>39,752</b>		<b>41,364</b>	<b>42,777</b>	<b>43,850</b>	

Delafield

City	40,882	7	42,023	9	43,389	7	44,908	3
Association	40,882		42,431	8	44,128	5		
	(+1130)		C(+659)		C(+612)		C(+1058)	
			A(+1067)		A(+1351)			

It appears that it doesn't matter whether comparisons are based on hourly or annual wages. In both comparisons the City's offer would result in dollar and percentage wage increases that average approximately 1% less than the average comparable increases during both 1997 and 1998. The Association's offer calls for a slightly higher increase than the comparable average measured by percent in 1997, however, it would generate less of a dollar increase than the average 1997 comparable settlement. Its 1998 offer is slightly higher than average, both in percent and dollar values. The data on Table I shows that while there has been some movement in the rankings at the top of the comparable pool, the

largest percentage and dollar increases have been granted in the towns of Brookfield and Summit. Brookfield's top patrol officers received increases of 5.15%, 6.51% and 6.27% in 1997, 1998 and 1999 respectively. In Summit, they received 5.01% in 1997 and 4.99% in 1998. The average percentage increase has been inflated by what appears to be some catching up in the lower paid departments. It appears that neither of the offers would significantly impact the relationship of the top patrol wages in Delevan with the actual wages received by comparable officers in municipalities in the middle third of the rankings through 1998. The Employer's offer would cause a marginal erosion when that offer is measured against the average comparable increase through 1998. The Employer's offer for 1999 will be discussed below.

The Employer said that the City's relative position in the comparable pool is the result of collective bargaining. It said that bargaining has provided Delafield's officers with very generous longevity benefits "that far exceeds the longevity benefits provided in other comparable communities." The City said that when longevity benefits paid in Delafield are included, Delafield police officers receive "over \$2,000 more than the average maximum salaries for police officers in comparable communities." It appears that the City's argument is correct. There is no evidence of what longevity benefits are paid in Summit. Of the 14 jurisdictions for which data has been presented, seven, including the three municipalities with the highest maximum wages, do not have any provision for longevity

pay. The seven municipalities which do compensate for longevity have disparate programs. Muskego pays from \$60 to \$180 a year into a retiree health insurance fund for officers with from 5 to 15 years of seniority. Elm Grove recognizes from 5 to 25 years by compensating the officers from \$120 to \$360 a year. Mukwonago pays the officers \$250 after 5 years and increasing amounts to \$500 after twenty years. Brookfield eliminated longevity in 1998, but, it pays up to a maximum of \$360 a year into a retiree health insurance program. Waukesha County pays employees who were hired prior to January 1973 an amount equal to 4.5% of their gross earnings. The City of Waukesha pays employees who were hired before January 1, 1996 up to a maximum of \$570 a year. Next to Delafield, the Village of Pewaukee has the most generous longevity benefit. There the officers' salaries are increased by 2.5% after five years, 3.5% after 10 years and longevity tops out at 4% after 15 years. Delafield's contract provides "Longevity pay shall be paid to qualified employees in addition to their base salary. Longevity pay shall be accumulated on the basis of 1/4 of one percent commencing with the 3rd consecutive year of service, through the 20th year." The effect of that provision on the city's lower wage offer would result in a top patrol officer in Delevan at salary maximum (\$42,023) and twenty years of longevity (\$1891) earning \$43,914 under the City's offer in 1997. This amount would be \$2,000 more than the average comparable maximum wage and longevity package in 1997. The Association's offer would result in total wage benefits of

\$46,114 or \$4,457 more than the average maximum annual wage and longevity package in 1998. While the City of Delevan's top officer maximum salary of \$40,882 ranked seventh in 1996, a top patrol officer with twenty years of service would have received an additional \$1,838 longevity payment for total wage compensation of \$42,720. Based upon data on Table I, that sum resulted in total top patrol compensation in Delafield being second only to the \$42,737 paid in New Berlin in 1996. Under the City's offer Delafield's top officers with 20 years service would receive a total of \$45,446 and rank second to Hartland's \$45,598 in 1998. New Berlin, which like Hartland does not pay longevity, will rank third in 1998.

The foregoing analysis has not considered the effect of the City's offer for 3.5% in 1999. Since the Association's offer does not extend to 1999 and because only 7 of the 15 comparables are settled for 1999, the data base for that year is of limited value. It does appear that the City's offer of 3.5% for 1999 would generate a total \$47,037 wage and longevity compensation. This would exceed wage and longevity compensation paid in any of the districts that are settled for 1999, including Menomonee Falls which does not compensate longevity and Elm Grove and Muskego which do. Based upon the foregoing analysis it appears that when the two offers are compared with settlements in comparable municipalities, the City's offer is the more reasonable.

OTHER FACTORS - The City's argument that it has a longstanding practice of "maintaining internal equity in wage increases" is not supported by evidence in the record. The City's offer of 3.5% to its Public Works unit and Non-Union Employees in 1997 does not support a 3% offer to this unit. Nor do the City's 1998 offers, of 3.5% to Public Works and 3% to Non-Union Employees, meet any recognized test for arguing that internal consistency supports its 1998 offer of 3.25% to the Association.

The Association's argument that it is in the best interest of the public that its offer be adopted is anecdotal. There is no evidence that the wages and benefits that are included in the Employer's offer would adversely affect the "morale and health of its police officers and thereby [make it difficult to retain] the best and most qualified officers." The officers' 1997 hourly wages would slip below the comparable average hourly wage under the City's offer. However, when longevity increments are included in the annual wage compensation package paid to Delafield's "top patrol officers," their wage package under the Employer's offer would exceed average wages paid in comparable departments during both 1997 and 1998. That position should not have an adverse affect upon the morale of reasonable members of the bargaining unit.

Both parties argued that the statutory criteria which requires consideration of changes in the consumer price index supports their respective positions. The Association pointed to

the December 1996 CPI increase of 3.8% to support its 1997 total cost package of 3.65%. The Employer pointed to data that the CPI "has been running under 2% throughout calendar year 1998. For 1997, the CPI started around 3%, but by the end of the year had dropped to below 2 percent." Hard data is available for the contract period in question, that is the only relevant evidence in the record. That evidence, actual CPI increases averaging 1.7% over the first 18 months of this contract period, supports the City's position.

The Association also argued that arbitral precedent supports a finding that comparable settlements constitute a reasonable barometer of cost of living increases. Evidence in this record appears to show that a number of factors may have contributed to the wage increases that were granted to law enforcement personnel in comparable districts. As noted above, the higher increases in the Towns of Brookfield and Summit appear to include at least some "catch up" increments. There is insufficient information to determine whether other considerations such as the timing of negotiations, length of contracts or adjustments in other benefits affected the final wage adjustments in comparable districts. The evidence does show that, in this case both offers exceed increases in the CPI for the first two years of the contract period. The Employer's offer of 3.5% exceeds the average 3.1% in the six other districts with settlements for 1999. Based upon data in the record, and based further upon arbitral notice of existing economic conditions in the State of

Wisconsin, the Employer's offer of 3.5% will also surpass cost of living increases in 1999.

The City argued that the offer for a contract through 1999 would add stability to the parties bargaining relationship. That assertion would not be correct if the Association feels that unreasonable terms have been imposed upon it through an additional year of the contract. Neither party should be penalized or benefit from the fact that the time required to complete good faith bargaining may extend beyond the term of the period for which negotiations have been undertaken. In this instance there is no evidence that the negotiations were protracted through neglect or bad faith by either party. The City's third year offer appears to improve what has been found to be the more reasonable offer for the first two years of the contract period. For that reason the City's offer should in fact contribute to these parties' ability to agree upon terms during negotiations for their next contract.

For the foregoing reasons the terms of the City of Delafield's final offer should be incorporated into the parties agreement for the period January 1, 1997 through December 31, 1999.

Dated at Madison Wisconsin this 19th day of October 1998.

  
John C. Oestreicher  
Arbitrator