BEFORE THE ARBITRATOR

In the Matter of the Arbitration of a Dispute Between	:	
APPLETON PROFESSIONAL POLICE ASSOCIATION	:	Case 335 No. 47619 MA-7332
and	:	
CITY OF APPLETON	:	

Appearances:

Mr. Bruce N. Evers, Gill & Gill, S.C., Attorneys at Law, 128 North Durkee Street, Appleton, Wisconsin 54911, appearing on behalf of the Appleton Professional Police Association, referred to below as the Association.

Mr. Greg J. Carman, City Attorney, City of Appleton, 200 North Appleton Street, Appleton, Wisconsin 54911, appearing on behalf of the City of Appleton, referred to below as the City.

ARBITRATION AWARD

The Association and the City are parties to a collective bargaining agreement which was in effect at all times relevant to this proceeding and which provides for the final and binding arbitration of certain disputes. The Association requested, and the City agreed, that the Wisconsin Employment Relations Commission appoint an Arbitrator to resolve a dispute reflected in a grievance filed on behalf of "Steve Bartell and all other similarly situated APPA Members". The Commission appointed Richard B. McLaughlin, a member of its staff. Hearing on the matter was held on February 9, 1993, in Appleton, Wisconsin. The hearing was transcribed, and the parties filed briefs by March 29, 1993.

ISSUES

The parties did not stipulate the issues for decision. I have determined the record poses the following issues:

> Was the grievance submitted for arbitration in a timely fashion under Article XVIII, Section E?
>
> If so, did the City violate Article IV of the Collective Bargaining Agreement when it refused to pay officers at the rate of time and one-half for off-duty time spent training in the use of pepper mace?

If so, what is the appropriate remedy?

RELEVANT CONTRACT PROVISIONS

ARTICLE IV - OVERTIME

. . .

Employees who are required to participate in training on their off-duty time shall be paid at the rate of time and one half for actual time spent at such training but shall not be eligible for call time or any minimum payment . . .

ARTICLE XVIII - GRIEVANCE PROCEDURE

Both the Association and City recognize that grievances and complaints should be settled promptly and at the earliest possible steps and that the grievance process must be initiated within twenty (20) days of the incident or within twenty (20) days of the officer or Association learning of the incident. Any grievance not reported or filed within the time limits set forth above shall be invalid, provided however that the time limits may be extended by mutual consent of the parties.

Any grievance not reported or filed within the time limits set forth above, and any grievance not properly presented to the next step within the time limits set forth below, shall be invalid, provided however that the time limits may be extended by mutual agreement.

. . .

D. The grievance shall be presented in writing to the Personnel Director within seven (7) days (Saturdays, Sundays and holidays excluded) of completion of Step 3.

1. The Personnel Director shall within five (5) days set up an informal meeting with all parties involved up to this point. Within seven (7) days (Saturdays, Sundays and holidays excluded) after this

meeting, a determination shall be made and reduced to writing and copies submitted to all parties involved.

E. If the grievance is not settled at the fourth step of the grievance procedure, the aggrieved party may within five (5) days submit the grievance to an arbitrator. The arbitrator shall be selected by the Wisconsin Employment Relations Commission . . .

BACKGROUND

The grievance, dated "08-27-91", was submitted on behalf of "Steve Bartell and all other similarly situated APPA Members" by the Association's President, Reid Holdorf. The "similarly situated" officers were Dave Nickels and Cary Meyer. Nickels and Meyer attended Pepper Mace Training on August 16, 1991, and each submitted a voucher for overtime worked for two and one-half hours. Bartell submitted a similar voucher for two and one-half hours of overtime worked in attending Pepper Mace Training on August 23, 1991. 1/

The parties, at hearing, stipulated to the following facts:

> Overtime was requested by Joint Exhibits 3, 4 and 5 for training time during scheduled time off.
>
> Officer Bartell, Nickels and Meyer each received two-and-a-half hours of training in the use of pepper mace.
>
> Officer Bartell, Nickels and Meyer were each aware of the content of Joint Exhibit 2 prior to receiving the pepper mace training.
>
> Officers are not required by the City to use pepper mace as an enforcement tool. If an officer chooses to use pepper mace as an enforcement tool, the City does require the

1/ Bartell's voucher was received into evidence as Joint Exhibit 3. Nickels' voucher was received into evidence as Joint Exhibit 4. Meyer's voucher was received into evidence as Joint Exhibit 5.

officer to be trained in its use. 2/

Joint Exhibit 2 is a memo from Lieutenant Larson-Smith to "All Officers and CSO's" dated "07-16-91", referred to below as the Memo, headed "RE: Pepper Mace Training". The Memo reads thus:

> Three separate training sessions conducted by Officer Charlie Klauck will be held on August 16th, 19th, and 23rd from 1200-1600 hours in Room A for those interested in becoming certified to use and carry pepper mace.
>
> Pepper mace training is voluntary and you will not be allowed to carry it unless you attend the class and are certified. There will be pre and post tests and everyone attending has to be exposed to the mace during the training in order to be certified. If you wish to participate in the training you are to wear old clothes and the department will provide the mace for the training. Once your are certified you will be required to purchase your own mace. If you wear contacts, please bring something to store them in because you will have to remove them prior to the practical training.
>
> Please submit an inter-office to me prior to August 1, 1991 on your interest in the training and which four hour block you plan to attend. Please clear your attendance with your supervisors for scheduling purposes. Any questions, see me.

It is undisputed that, prior to the issuance of the July 2, 1991, memo, the City had compensated employes at time and one-half for attending various types of training conducted during an employe's scheduled time off. Such training included the use of the PR-24 Baton; basic and skills training for Recruit Assessment, which involves officer participation in the hiring process; basic and skills training for ID Techs, who collect and assess evidence at crime sites; basic and skills training for Defensive Tactics Coach; basic and skills training for Shooting Coach; and basic and skills training for Field Training Officer. Officers are required

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2/ Transcript (Tr.) at 6-7.

to be trained in the use of a straight baton, and are required to carry one. An officer who has completed such certification training may elect to use a PR-24 Baton. Use of this baton requires, however, training beyond that for a straight baton. Each of the assessment or training functions noted above can be assumed, on a voluntary basis, by an individual officer. An officer electing to assume such a function must, however, undergo training.

It is not disputed that the City has, on a regular basis, paid at the time and one-half rate for the training noted above, when that training took place during an employe's scheduled time off. The City has, however, acted to eliminate such payment in certain cases. For example, on August 8, 1991, Lieutenant Larson-Smith issued the following memo regarding "Assessor's Training":

> Approval has been given by your supervisor's for you to attend the Assessor's training at the Department on August 21st from 0800-1600 hours and on August 22nd from 0800-1200 hours in Room A. This is a voluntary school with no overtime give. D/C Kolpack will be the instructor. We are scheduling a pre-entry assessment center for the end of September, so you might have an opportunity to use your new skills fairly soon.

This memo is the subject of another grievance.

The Processing Of The Grievance

The grievance was discussed with Bartell's supervisor on September 6, 1991. A written grievance was then delivered to the office of the Deputy Chief of Operations, Bryce Kolpack, on September 11, 1991. The Deputy Chief issued his response in a letter dated September 17, 1991, which reads thus:

. . .

> 2. The announcement memo for the pepper mace training (copy attached) dated July 16, 1991, clearly designates this training session as a voluntary and asks the employee to prearrange their individual schedule with their supervisor.
>
> 3. Individual employees who wished to take advantage of the training could do so, as

> their schedule permitted. The department did not require all officers to attend the training session nor does the department require the officers to carry the pepper mace canisters.
>
> . . .

Reid Holdorf, the Association's President, received the letter and filed the grievance with Chief of Police David Gorski on September 17, 1991. On September 18, 1991, Gorski issued a letter to Holdorf stating his "concurrence with Deputy Chief Kolpack's response." Holdorf received Gorski's response on September 20, 1991, and filed the grievance with the office of David Bill, the City's Director of Personnel, on September 25, 1991. On October 21, 1991, Bill indicated to Holdorf that a meeting should be scheduled on the grievance. That meeting was conducted on November 6, 1991. Bill stated the City's position in a letter to Holdorf dated November 15, 1991, which reads thus:

> . . .
>
> The pepper mace training was voluntary, not required. The employees who participated knew this in advance and also knew that they would not receive payment at time and one half for their attendance.
>
> Based on the clear contract language, and on the employees' total discretion to participate or not participate in the program, the grievance must be denied.

The parties held further processing of the grievance in abeyance pending the outcome of then on-going contract negotiations.

During the course of those contract negotiations, the Association proposed to eliminate the reference to "required" training from the fourth paragraph of Article IV. The Association ultimately dropped this proposal. Bill testified that the proposal was dropped as early as December of 1991. On April 13, 1992, the Association filed a petition for interest arbitration. On June 9, 1992, a Commission investigator mediated, without success, the parties' negotiations. On June 25, 1992, the Association filed its request for grievance arbitration. On September 28, 1992, the Commission's investigator formally advised the Commission the parties were at impasse in their contract negotiations.

Further facts will be noted in the DISCUSSION section below.

THE ASSOCIATION'S POSITION

The Association phrases the issue for decision on the merits of the grievance thus:

> Did the City violate Article IV of the Collective Bargaining Agreement when it refused to pay officers at the rate of time and one half pay for off duty time spent by the officers in attending required training to use a particular enforcement tool, such as pepper mace?

After a review of the evidentiary background, the Association contends that the timeliness issue asserted by the City must be rejected. More specifically, the Association argues that the parties mutually agreed, "during the fourth step of the grievance process . . . to hold this grievance in abeyance pending contract negotiations." Noting that those contract negotiations continued into the summer of 1992, and that the Association regarded the grievance as a negotiable point even after a relevant contract proposal was dropped, the Association concludes that it advanced the grievance to arbitration in a timely fashion. Beyond this, the Association notes that the City failed to object to the submission of the matter to arbitration until the assignment of an arbitrator to the case, and failed to directly notify the Association of its objection until the arbitration hearing. Beyond this, the Association argues that the City has itself been untimely in adhering to the requirements of the grievance procedure, and that the parties routinely ignore such procedural flaws.

Turning to the merits of the grievance, the Association argues that the fourth paragraph of Article IV is not ambiguous, and provides overtime for "required" training. Acknowledging that an officer has some discretion in the choice of a weapon, the Association notes that once selected, the City requires training in the use of the weapon selected by the officer. This requirement, the Association concludes, is sufficient to create the entitlement provided in the fourth paragraph of Article IV.

Beyond this, the Association contends that well-established past practice supports its reading of Article IV. More specifically, the Association contends that off-duty training or

skill update training on the following tools and functions has been paid by the City at time and one-half: PR-24 use; Recruit Assessor training; I.D. Tech training; Defensive Tactics Coach training; and Shooting Coach training. In each case, the officer's assumption of the tool or function was voluntary, but required training when the tool or function was assumed. That the City has attempted, as of August 8, 1991, to deny training at the overtime rate for the function of Recruit Assessor has been separately grieved and is, according to the Association, irrelevant to this grievance.

That the City has attempted to distinguish between voluntary and required training is, the Association contends, a belated effort with no support in contract language or the parties' practices. Beyond this, the Association contends that evidence of bargaining history establishes only that the language of the fourth paragraph of Article IV has been unchanged since 1985, and Association efforts to amend that language reflect no more than the Association's desire to clarify that the result sought in this arbitration is what is provided by the fourth paragraph of Article IV.

The Association concludes that the grievance should be sustained because the language of Article IV is unambiguous and because the parties' practice establishes a consistent application of that language. The Association contends that to remedy its violation of the contract, the City must provide "the officers who have attended required training . . . pay at the time and one half rate."

THE CITY'S POSITION

The City contends the issue on the merits of the grievance should be phrased thus:

> Did the City violate Article IV of the Collective Bargaining Agreement when it refused to pay officers at the rate of time and one-half for time spent training in the use of pepper mace, said training being voluntary and not required?

The City notes that the parties stipulated to facts sufficient to be "dispositive of any factual disputes in this action" thus limiting resolution of the issue noted above to the interpretation of the fourth paragraph of Article IV.

Past practice is not, the City contends, an appropriate guide to the interpretation of Article IV. Rather, the City argues that standard rules of contract interpretation should be employed. The City asserts that the most persuasive guide for this grievance is that "every word, clause or sentence be given its effect" in construing the fourth paragraph of Article IV.

Only its interpretation can give meaning to the fourth paragraph of Article IV, according to the City. More specifically, the City argues that the Association's view essentially reads the words "are required to" out of existence. That this is the case is, the City contends, established by the Association's unsuccessful attempt to eliminate those words during the negotiations which stretched well into 1992. The City concludes that only its view of the disputed provision can effect the meaning of each word. It necessarily follows, the City concludes, that its interpretation must be accepted.

The City argues that the grievance was not submitted for arbitration within five days of the completion of the fourth step as required in Article XVIII, Section E. More specifically, the City contends that it advised the Arbitrator of its timeliness concern as soon as the grievance was assigned for scheduling, and that it advanced its concern at the hearing, as is appropriate. Even if its position on the untimeliness of the submission of the matter is accepted, however, the City notes it "would encourage the Hearing Examiner to rule on the merits of this case regardless of the procedural issue."

Whether on a procedural or a substantive basis, the City concludes that "(t)he Union's grievance should be denied."

DISCUSSION

The first issue concerns the timeliness of the Association's request for arbitration. Article XVIII, Section E, requires an arbitration appeal to be filed "within five (5) days" if "the grievance is not settled at the fourth step". The Association's request was not filed within five days of Bill's fourth step answer, and the second paragraph of Article XVIII renders "invalid" any grievance "not properly presented to the next step within the time limits". The second paragraph of Article XVIII does, however, permit the parties to extend the timelines of the grievance procedure "by mutual agreement".

The parties mutually acknowledge that the five day time limit was extended to permit the grievance to be discussed during

contract negotiations. The issue posed is whether the five day period should be considered to have lapsed at some point during the negotiations. The City urges the grievance should have been advanced when the Association dropped its proposal to amend Article IV.

Since the parties did not bargain a termination date to the agreement to hold the grievance in abeyance, the termination sought by the City must be implied. Since this implication would overturn an agreement specifically authorized by Article XVIII, the implication must have a solid basis in fact and in arbitral policy.

There is not, however, a solid basis in fact or arbitral policy to imply the termination of the agreement to hold the grievance in abeyance. Since the parties did not address when their agreement would lapse, the termination lacks an immediately apparent factual basis. Whether the Association's dropping of a related contract proposal effectively terminated the parties' agreement to delay the processing of the grievance is, as a factual matter, speculative. Whether or not the Association would have resurrected the proposal, the dropping of a pending grievance or grievances may have value during the give and take of bargaining. Accepting the City's contention calls for an undue level of speculation on the Association's bargaining strategy.

Beyond this, the implication the City seeks is tenuous as a matter of arbitral policy. The goal of grievance arbitration is to give the parties the intended effect of their agreement. Where, as here, there is no express agreement, the conduct of the parties is the most reliable guide to their intent. It is undisputed that the parties, in general, are less than strict in their enforcement of grievance timelines. This is apparent in the processing of this grievance, since an untimely meeting at the fourth step was not objected to by the Association. The City has, in addition, contended that a decision on the merits may be desirable even if its timeliness argument is accepted. Against this background, there is no persuasive basis to imply a termination date to their agreement to hold the grievance in abeyance. This is not to say the timelines of Article XVIII cannot be strictly enforced. Rather, this is to say that it is unpersuasive for an arbitrator to imply a more stringent reading of grievance timelines than the parties have manifested by their conduct.

The parties were unable to stipulate the issue on the merits of the grievance. The issue adopted above has been stated broadly, to subsume each party's position on whether the grievants

were "required to participate", within the meaning of the fourth paragraph of Article IV, in the pepper mace training.

Each party claims that the fourth paragraph of Article IV clearly and unambiguously supports their interpretation. That each party advances a plausible reading of the fourth paragraph makes it impossible to conclude the reference is clear and unambiguous. The City's interpretation reads "required to participate" to mean that training must be either voluntary or required, and that the City must make the distinction, as it did in the Memo. The Association's interpretation reads "required to participate" as a function of the training at issue. In this case, the grievants, to carry pepper mace as an enforcement tool, were "required to participate" in certification training. Both interpretations are plausible.

Past practice and bargaining history are the most persuasive guides to resolve contractual ambiguity, since each focuses on the conduct of the bargaining parties, whose agreement is the source and the goal of contract interpretation.

Evidence of bargaining history is unhelpful. The City contends that the Association's proposal to delete the reference "required to participate" from the fourth paragraph of Article IV acknowledges that its interpretation renders the reference meaningless. The contention has persuasive force. The force of the argument is, however, logical and not factual. There is no persuasive evidence that the Association made the proposal for any reason other than to clarify that the paragraph should be interpreted as it seeks here. Whether the Association's proposal is persuasive is the issue to be resolved.

Past practice is the most persuasive guide for resolving this dispute, and that guide favors the Association's interpretation over the City's. Before examining the practice, it is necessary to further focus the dispute the practice is to be applied to.

The parties dispute how to distinguish whether the pepper mace training was voluntary or required training under Article IV. That there can be a distinction between voluntary and required training is implicit in the word "required". The grievance questions whether the Memo is a valid way to distinguish voluntary from required training. More specifically, the grievance questions whether the City can, while providing the training opportunity to permit pepper mace to be used as an enforcement tool, unilaterally deny that the training can carry an overtime premium.

Demonstrated practice undercuts the persuasive force of the

City's reading of Article IV. The practice at issue here is procedural in nature. The Memo was the first time the City asserted the unilateral right to characterize a scheduled training opportunity in the use of an enforcement tool as "voluntary", thus eliminating any possibility of an overtime premium. The implications of this assertion are significant, since the right asserted by the City is unfettered. While the City has attempted to distinguish the pepper mace training from other training opportunities, there is no basis for doing so other than the City's desire to eliminate the possibility of overtime. Pepper mace is no more and no less essential an enforcement tool than is the PR-24. There is no dispute that the City has routinely approved overtime for officers who have attended PR-24 certification or skills training during off-duty hours. That certification on usage of the straight baton is required of an officer as a condition of employment cannot detract from the fact that an officer elects to use or not to use the PR-24 in the same way an officer elects to use or not to use pepper mace. The Memo is, then, the only distinction between the "required" PR-24 training and the "voluntary" pepper mace training.

The Memo seeks, then, to create an unfettered right. If the designation of "required" or "voluntary" is thus determinable by the City, it has in effect reserved to itself the right to characterize any training as "voluntary".

The demonstrated practice, however, locates the compulsion of training not in an after the fact determination by the City, but in the training itself. Thus, use of the elective PR-24 was paid because the tool is not available without certification training. The training is "required" due to the impossibility of the use of the PR-24 without training. That the City has, prior to the summer of 1991, afforded overtime for training in elective functions such as ID Tech, Recruit Assessor, Defensive Tactics Coach, Shooting Coach, and Field Training Officer underscores this point. In each case, the function was elective. However, once an officer committed to assuming the function, training was "required", and compensated with overtime when the training occurred during an officer's off-duty hours.

Although the City has concentrated its arguments less on the proof of the practice than on its relevance, the record does establish both that the City has not chosen to unilaterally label training as "voluntary" while offering it to officers, and that the compulsion to generally offered training flows from the need for the training, rather than a unilateral City announcement. It is undisputed the Memo is the first of its type. Beyond this, it is apparent the City has, in numerous instances, approved overtime

for training in elective functions or in the use of elective enforcement tools. Union Exhibit 3, which contains overtime vouchers for three pay periods over a three year period stretches to twenty-two pages. This is not a scientific sample, but does afford some indication of the frequency with which the City has approved overtime for training. Beyond this, such approval extends over a considerable period of time. For example, the City has paid overtime for the Recruit Assessor training from at least 1988 until August of 1991, and paid overtime for Defensive Tactics Coach training which took place ten to eleven years ago.

Arbitral precedent has varied in the characterization of what constitutes a binding practice, and what effect that practice should be given. The factors traditionally cited to constitute a practice turn on the clarity and consistency of repeated conduct over time. 3/ However stated, the source of the binding force of a past practice is the agreement manifested by the parties' conduct. 4/ The effect given demonstrated past practice has ranged from clarifying contract language to establishing benefits not covered by, or in contradiction to, contract language. The latter uses are controversial, while the use of past practice to construe ambiguous language is not. 5/

In this case, past practice is not cited by the Association to establish a benefit independent of, or in opposition to, the provisions of the agreement. Rather, past practice is cited as a guide to clarify that its interpretation of the fourth paragraph of Article IV is the one accepted, prior to the issuance of the Memo, by the parties.

The evidence characterized above shows conduct of a sufficient duration, consistency and clarity to establish a practice which clarifies the terms of Article IV. It should be stressed the practice is not whether every type of training has resulted or must result in City approved overtime. Rather, the relevant practice is procedural in nature, and establishes that

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3/ See, generally, How Arbitration Works, Elkouri & Elkouri (Fourth Edition, BNA, 1985) at Chapter 12; and "Past Practice And The Administration Of Collective Bargaining Agreements", Richard Mittenthal, from Arbitration And Public Policy, (BNA, 1961).

4/ Ibid.

5/ See, for example, Fairweather's Practice and Procedure in Arbitration, (Third Edition, BNA, 1991) at 182-190.

the City has not made a unilateral determination of what training is voluntary, as opposed to required, coincidentally with a general offer of the training.

In sum, the language of the fourth paragraph of Article IV can plausibly be read to support either party's interpretation. The demonstrated practice, however, supports the Association's interpretation over the City's. Because each party has argued the implications of the grievance, it is necessary to tailor this conclusion to those arguments.

The City forcefully contends that the Association's interpretation reads the reference "required to participate" out of existence. Initially, it should be noted that the City's interpretation of the reference is not flawless. The City reads "required to participate" as "expressly required by the City". This view underscores that the Memo is crucial to defining the voluntary or required nature of the training, but ignores that the provision contains no direct reference to the City or to written approval. The Association's interpretation more persuasively draws on the fact that the fourth paragraph of Article IV is written in the passive voice. This focuses the provision more on the training than on the procedure by which the City approves it.

The City's contention does, however, have considerable persuasive force. Its force turns, however, on whether the Association's interpretation eliminates any City discretion over training, thus rendering all training required. The Association's arguments have not clarified what, if any, training it views as not being required.

The City, ultimately, is the source of the distinction between required and voluntary training. The grievance questions not so much whether the City makes the distinction, but how. The City, by the Memo, sought to make the distinction after recognizing that it would permit the use of pepper mace and would provide training to permit its use. To permit the City to make the distinction in that fashion would, as noted above, eviscerate the parties' past practice. Pushed to its logical conclusion, such a procedure would permit the City to eliminate any overtime payment under the fourth paragraph of Article IV by labelling training as "voluntary".

Ultimately, the distinction between voluntary and required training under Article IV is whether overtime will be afforded for training conducted during an officer's off-duty hours. Given the practice noted above, the City's discretion to make the distinction must be focused directly on the issue of overtime. At a minimum, this means the City can control the timing of training

sessions so that officers will attend during on-duty time. More significantly, the City controls both the training it provides and the purposes the training will be approved for. In this case, the City could have chosen not to approve the use of pepper mace, or not to provide training in its use. In the latter case any training received from non-City sources would be voluntary, and not eligible for overtime. By the Memo, the City, having approved the use of pepper mace, sought to make training in its use generally available without generating any overtime. The City sought, then, the benefit of the training without liability for its cost. This result is not improper in itself. Approving it, however, essentially reads the fourth paragraph of Article IV, as well as the practice developed under it, out of existence. The Memo, if agreed to by both parties, could have achieved the result sought by the City. That result has not yet been secured in collective bargaining however, and thus cannot be granted in arbitration.

In sum, the grievance questions whether, consistent with Article IV and relevant practice, the City can unilaterally deny overtime after having approved the use of pepper mace and after having provided the required training during the grievants' off-duty hours. While the language of the fourth paragraph can plausibly support this result, the parties' past practice cannot. To eliminate the possibility of such overtime, the City could have scheduled training during on-duty hours; could have refused to approve the use of pepper mace as an enforcement tool; could have declined to provide training in its use; or could have bargained with the Association concerning whether the training could be provided on a voluntary basis only. To affirm the unilateral denial of overtime stated in the Memo would read the fourth paragraph of Article IV and relevant past practice out of existence.

The parties have indicated the issue of remedy poses no factual issues, and involves compensating the officers covered by the grievance at the appropriate overtime rate for time spent in the pepper mace training.

AWARD

The grievance was submitted for arbitration in a timely fashion under Article XVIII, Section E.

The City did violate Article IV of the Collective Bargaining Agreement when it refused to pay officers at the rate of time and one-half for off-duty time spent training in the use of pepper mace.

As the remedy appropriate to its violation of Article IV, the City shall make the officers covered by the grievance whole by compensating them, at the appropriate overtime rate, for the time spent in attending pepper mace training during their off-duty hours.

Dated at Madison, Wisconsin, this 6th day of May, 1993.

By Richard B. McLaughlin /s/
Richard B. McLaughlin, Arbitrator

RBM/mb
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