

STATE OF WISCONSIN

BEFORE THE ARBITRATOR

In the Matter of the Interest Arbitration between

City of Fitchburg

and

Wisconsin Professional Police Association/Law  
Enforcement Employee Relations Division  
(WPPA/LEER)

Case 33 No. 59463

INT/ARB-9126

Decision No. 30192-B

Appearances:

Axley Brynelson, Attorneys at Law, by Mr. Michael J. Wescott, appearing on behalf of the Municipal Employer.

Mr. Robert E. West, Consultant, appearing on behalf of the WPPA/LEER.

ARBITRATION AWARD

On October 9, 2001, by order of the Wisconsin Employment Relations Commission (Case 33, No. 59463, INT/ARB-9126, Decision No. 30192-B), the undersigned arbitrator was appointed to issue a final and binding award pursuant to Section 111.70(4)(cm)6 and 7 of the Municipal Employment Relations Act to resolve an impasse found to exist in collective bargaining between said parties by selecting the total final offer of either the Municipal Employer or WPPA/LEER.

A hearing was held at Fitchburg, Wisconsin, on December 12, 2001. The proceeding was not transcribed. The parties had full opportunity to present relevant evidence, testimony, and arguments. The record was closed on February 20, 2001, with the exchange of the parties' reply briefs by the arbitrator.

The bargaining unit consists of all full-time police assistants, court officers and dispatchers employed by the City of Fitchburg, Wisconsin. At the time of the arbitration hearing there were four dispatchers, one court officer, and one police assistant/humane officer in the bargaining unit.

In reaching a decision, the arbitrator is required to give the greatest weight to "any state law or directive lawfully issued . . . which places limitations on expenditures that may be made

or revenues that may be collected by a municipal employer.” The statute further requires that “greater weight” be given to “economic conditions in the jurisdiction of the municipal employer than to any other factors specified in subd. 7r.” Those other factors to be given consideration are: (1) the lawful authority of the municipal employer; (2) the stipulations of the parties; (3) the interests and welfare of the public and the financial ability of the unit of government to meet the costs of any proposed settlement; (4) comparisons of the wages, hours and conditions of employment of the municipal employees (a) with those of other employees performing similar services, (b) with those of other public employees in the same community and in comparable communities, (c) with other employees in private employment in the same community and in comparable communities; (5) the cost of living; (6) the overall compensation presently received by the municipal employees; (7) changes in any of the foregoing during the pendency of the arbitration proceedings; and (8) other factors normally or traditionally considered in the determination of the wages, hours and conditions of employment through voluntary dispute resolution or otherwise between the parties.

The issues in dispute concern the inclusion or deletion of a previously negotiated side letter of agreement and the inclusion of an additional salary step in the parties’ 2001-03 collective bargaining agreement. The final offers of the parties are identical with the exception of the City’s deletion of the side letter of agreement and inclusion of an additional salary step as a quid pro quo for the change. No other matters are outstanding between the parties. Copies of the parties’ final offers and tentative agreements are attached. The arbitrator is required to select one of the final offers without modification for inclusion in the parties’ 2001-03 collective bargaining agreement.

Some background is necessary to an understanding of the central issue in dispute between the parties. Dispatchers provide 24/7 coverage on three shifts. Prior to 1989, dispatchers were assigned a 6-3, 6-2 rotation with the exception of the day shift individual, who worked a 5-2 schedule, Monday through Friday, and provided the Police Chief with clerical support. In 1989 dispatchers were changed to a 6-3 schedule that provided 1950 annual hours of work. The day dispatcher remained on a 5-2 schedule, consisting of 2080 hours worked per year. As a result, the day shift dispatcher was working more annual hours than the other dispatchers, as were the court officer and animal control officer/police assistant (now referred to as the humane officer), who also remained on a 5-2 schedule. In order to equalize the number of hours worked annually, the parties agreed to provide unit members on a 5-2 schedule with an additional 16 days off per year. Accordingly, the 1989 collective bargaining agreement read:

## ARTICLE XX – HOURS AND OVERTIME

### Section 20.01 – Shifts.

Employees shall work a 6-3 work schedule, except for the police assistant (8:00 a.m. – 4:00 p.m. shift) and the day dispatcher (7:00 a.m. – 3:00 p.m.) and the Court Officer who shall work a 5-2 work schedule and who shall receive an additional sixteen (16) days off per year which shall be non-consecutive. . . .

The above language remained unchanged in subsequent agreements until negotiations for the 1997-98 contract. In that round of negotiations, the City proposed language to place the day shift dispatcher on the same 5-2 rotation as dispatchers on the other two shifts and to eliminate the 16 additional vacation days language. The agreement of the parties modified the shift provision as follows:

Section 20.02 – Shifts.

Employees shall work a 6-3 work schedule, except for the police assistant (8:00 a.m. – 4:00 p.m. shift) ~~and the day dispatcher (7:00 a.m. – 3:00 p.m.)~~ and the Court Officer who shall work a 5-2 work schedule ~~and who shall receive an additional sixteen (16) days off per year which shall be non-consecutive. . . .~~

The parties also agreed to a side letter of agreement to “grandparent” Jean Garcia (the incumbent day dispatcher), Dale Sabroff (the incumbent police assistant/humane officer), and Jodie Tessmann (the incumbent court officer) for sixteen days of additional vacation. The side letter of agreement incorporated into the 1997-98 agreement read:

The City of Fitchburg and Wisconsin Professional Police Association, Law Enforcement Employee Relations Division, hereby agree that Jean Garcia, Dale Sabroff and Jodie Tessmann will continue to be “grandparented” and receive the 16 additional days per year that they currently receive. It is specifically understood that Ms. Garcia, Mr. Sabroff and Ms. Tessmann shall only continue to be grandparented with respect to the 16 additional day benefit as long as they remain in their current positions and their current shifts.

The parties further agree that when and if Ms. Garcia, Mr. Sabroff and Ms. Tessmann change positions or change shifts, they shall no longer receive the 16 additional days off with pay and shall be treated the same as other bargaining unit employees.

This agreement shall be nonprecedential and nonadmissible in any arbitration proceeding except to the extent necessary to enforce wither (sic) party’s rights specific to this Side Letter of Agreement.

The side letter of agreement was continued in the parties’ 1999-2000 agreement. In negotiations for the successor agreement at bar, the City indicated its intent to change the day dispatcher to a 6-3 rotation and proposed the elimination of the side letter of agreement. Prior to the instant proceeding Court Officer Tessmann left the employ of the City, and thereafter, the terms of the side letter were applicable to Ms. Garcia and Mr. Sabroff. The City’s offer further incorporates an additional step on the salary schedule (Step 6 after 14 years) to benefit those individuals as a quid pro quo for the elimination of the 16 additional days vacation. The

Association's final offer provides that status quo relative to the letter side agreement and steps on the salary schedule.

### **Positions of the Parties:**

The City states that with the retirement of the previous Police Chief in February 2001, new Police Chief Tom Blatter reviewed the organizational structure of the department and determined that it was in the best interest of the department and public to have all dispatchers assigned a 6-3 rotation. The City claims that morale problems and difficulties scheduling dispatcher coverage resulted from the assignment of the day dispatcher to a 5-2 schedule while all other dispatchers worked a 6-3 rotation.

The City avers that the Chief's intention to place the day dispatcher on a 6-3 rotation is reasonable and appropriate. According to the City, scheduling all the dispatchers on a 6-3 rotation will result in fewer scheduling "holes" which are difficult to cover with casual dispatchers or order-ins.

The City argues that the preponderance of comparable departments in surrounding communities function on a 6-3 dispatcher schedule and that several previously had dispatchers on a 5-2 schedule but eliminated it for the same reasons cited by the City.

With respect to the 16 days of additional vacation at dispute herein, the City states the extra days will no longer be warranted once the day dispatcher moves to a 6-3 rotation. The 16 days were arranged to offset the 2080 hours worked by the day dispatcher when the other dispatchers were working 1950 annual hours. The City argues that by deleting the 16 additional days, the day dispatcher will work the same number of hours at the same rate of pay (with longevity) as the other dispatchers.

The City argues that the side letter of agreement only grandparents the 16 additional days of time off and not the 5-2 schedule for the day dispatcher. The City notes the negotiated language in the 1997-98 agreement specifically provided that the police assistant and court officer would work a 5-2 schedule. According to the City, there would have been no need to grandparent the three employees to a 5-2 schedule through the side agreement when the contract already specified that two of the three were to be on a 5-2 rotation. The City concludes that nothing in the side agreement precluded management from changing the day dispatcher to a 6-3 rotation, although the 16 additional vacation days specified in the side agreement make it economically infeasible. The City asserts that elimination of the 16 additional vacation days for Ms. Garcia, the day dispatcher, is warranted because she will be working the same number of hours for the same pay and benefits as the other dispatchers once she is placed on a 6-3 rotation.

The City contends that elimination of the 16 additional vacation days for Humane Officer Brad Sabroff is in the best interests of the public. Mr. Sabroff will continue to work a 5-2 schedule Monday through Friday. The City reasons it makes more business sense to maintain the police assistant/humane officer on a 5-2 rotation since the central duties of the position are management of animal complaints, coordination of fleet maintenance, and assistance moving equipment. The humane officer is not specifically replaced while off duty. Police officers assume

his animal control duties when he is not available. Recent statutory changes regarding the duties and requirements of the humane officer, according to the City, make his absence on those 16 additional days particularly detrimental to the department since officers do not have the training or certification now required of the humane officer.

The City asserts that its offer includes a suitable quid pro quo for the deletion of the side agreement. The City offer includes a 6<sup>th</sup> wage step based on longevity commencing January 1, 2001, which the City claims will more than offset the value of the additional 16 days off. Under the Association's final offer Ms. Garcia would receive \$14.28 per hour. Under the City's final offer Ms. Garcia would receive \$15.22 per hour (or an additional \$1833 per year) which would exceed the value of the 16 vacation days she would have to forego (16 days x 8 hours x \$14.28 per hour = \$1828). Similarly, Mr. Sabroff would receive an additional \$1833 per year in lieu of the 16 days of additional time off. The City argues that amount of time off he would receive under its offer will still be more than that provided in comparable communities.

The City states that in weighing a proposed change in the status quo, arbitrators frequently determine whether or not: (1) a need for change has been demonstrated, (2) the proposal reasonably addresses that need, (3) the change is supported by the comparables, and (4) the nature of the offered quid pro quo is appropriate. The City contends that it has demonstrated a legitimate need to eliminate the side letter of agreement, that its proposed change will reasonably address the problem caused by the side agreement relative to the day shift dispatcher and humane officer, that the change is supported by the comparables, and that a satisfactory quid pro quo has been offered. The City concludes its final offer is the more reasonable of the two before the arbitrator and should be selected for inclusion in the parties' agreement.

The Association raises a threshold issue with respect to the meaning of the City's final offer. The Association claims that the City's final offer provides implementation of the additional salary step effective July 1, 2000—a date outside the contract period in dispute and that there is not certainty as to when the additional step would be implemented as set forth in the City's offer, thereby, rendering the City's final offer defective. The City's final offer, therefore, cannot be awarded, according to the Association.

The City contends that the threshold issue raised by the Association at the arbitration hearing is without merit. The City claims that its intention, as expressed at the bargaining table, has been to put into effect a new wage step as a reward for seniority that would immediately benefit the two individuals who would lose the 16 additional days under management's proposal. The City states that a new sixth step would be added to the steps appearing under "Effective 7/1/2000" in the 1999-2000 agreement before the agreed-upon 2% across-the-board increase would be implemented. The new rates would be effective January 1, 2001 and then increased by 2% on July 1, 2001, January 1, 2002, and July 1, 2002.

The Association's final offer proposes the status quo with regard to the 1997 side letter of agreement and the current salary schedule. The Association argues the side agreement represents the voluntary resolution of a bargaining dispute that arose when the City sought to change shift differential policy. The Association contends that removal of a negotiated item through arbitration is problematic, particularly herein, given the nature of the side agreement. The

Association argues that the City achieved its desire to move toward a 6-3 shift rotation in 1997 and that the quid pro quo for the Association's concession to the new rotation was to grandparent three employees until they left employment or changed positions. As evidence that the bargain was working, the Association cites the fact that one employee is no longer covered by the side agreement. The City, according to the Association, apparently no longer wishes to abide by the grandparenting provision and, rather than finding voluntary terms of agreement, seeks to have the arbitrator remove it.

The Association urges the arbitrator to adopt a view frequently embraced by other arbitrators that major changes in a parties' agreement should be bargained rather than accomplished through arbitration and, further, that removal of an agreed upon item from a collective bargaining agreement requires demonstration by the proposing party of (1) a compelling need for the change, (2) support among the comparables for the change, and (3) an offer of a mutually acceptable quid pro quo for the change.

The Association asserts that the City has failed to establish a compelling need for the proposed change. The Association states that testimony indicated that holes on the dispatcher schedule have been filled by assignment of casual dispatchers and call ins of regular dispatchers and that no credible evidence was presented to suggest that a departmental morale problem is attributable to Ms. Garcia's work schedule.

The Association states that the previous Police Chief found the side agreement, a compromise proposed by the City, to be an acceptable device for resolving the shift rotation dispute. While the new Chief has the prerogative, according to the Association, to regard the side agreement as unacceptable, he also has an obligation to resolve the matter through voluntary negotiations that respect the long-term and on-going bargaining relationship of the parties.

Moreover, the Association complains that the City's final offer would create a new inequity. Under the City's offer, the day shift dispatcher would move to a 6-3 rotation, work 16 days less than the 5-2 rotation, and receive the additional compensation. The humane officer, however, would remain on the 5-2 schedule, thereby working 16 days more than the 6-3 schedule and receive the additional step. Such inequity, according to the Association, is an unacceptable outcome of the City's final offer.

The Association concludes that the City has failed to demonstrate a compelling need to delete the side letter, that the City's proposed implementation date raises a host of issues which would have to be resolved post award, that continuation of the side agreement at best causes mild inconvenience to the department in arranging dispatcher coverage but grave inconvenience to Ms. Garcia in her family responsibilities, that the comparables offered by the City provide no clear standard to support the removal of that parties' previous bargain, that the quid pro quo offered by the City is neither adequate nor acceptable to the unit members involved, and that the City's final offer creates an inequity between the two remaining employees subject to the side agreement. The Association asks that the status quo be maintained and that the side letter remain in the parties' agreement as a result of the arbitrator's award.

In its reply brief the City disputes the Association's claim that the City's final offer is unclear and thereby defective. The City claims there is no ambiguity over the intent and meaning of the implementation of the additional salary step. The City further argues that removal of a negotiated item through interest arbitration is clearly appropriate. The City states it raised the problems caused by the side letter with the Association informally and during bargaining and that the Association was unwilling to address the City's concerns. The City states that interest arbitration, as provided in the Municipal Employment Relations Act, unlike grievance arbitration, is intended to address issues such as this that the parties are unable to resolve in mutual bargaining.

The City reiterates that its final offer addresses the need for the change it has demonstrated. The City rejects the Association's assertion that it is a minor inconvenience to the City to not have the humane officer available on the 16 additional days he has off under the side letter. The City states that on each of those days, police officers must take time to perform non-police duties customarily performed by the humane officer. Furthermore, police officers have neither the training nor certification now required for the humane officer. The City argues that its proposal addresses that need by reducing the number of days off for the humane officer to the extent possible.

Similarly the City contends it has demonstrated a need for a change with respect to the day dispatcher's situation. The City states that the issue before the arbitrator is not whether the day dispatcher will go on 6-3 rotation but only whether or not the 16 additional days of vacation will remain in place through the side agreement. Once the day dispatcher is assigned a 6-3 rotation, there will be no justification for the extra 16 days off. The City argues that the additional days off have created holes in dispatcher coverage resulting in employee order ins and related morale problems. The City states its proposal to eliminated the extra 16 days off, along with the pending addition of another part-time dispatcher, will correct the problem. The day dispatcher will be paid 1950 hours for working 1950 hours and will not lose the 16 days of off time but will receive them on a redistributed basis.

The City asserts that the public's interest and welfare would best be served through implementation of the City's final offer. Its offer, according to the City, would minimize the assignment of humane officer duties to police officers and coverage holes on the dispatcher schedule. The City concludes that it has met its burden of demonstrating that its proposal is more reasonable than that of the Association.

In its reply brief the Association disputes the City's claim that a morale problem or coverage problem is attributable to the side letter of agreement. The Association states that there is nothing in the record to indicate that dispatchers have left the employ of the City or that dispatcher duties have gone uncovered because of the side letter. The Association notes that a new half-time dispatcher position has been approved which will provide the City with additional scheduling flexibility. What is in evidence, according to the Association, is that the parties have lived with the side letter for some time without any difficulty.

## **Discussion and Award:**

Your arbitrator subscribes to the view held by many arbitrators that changes to the status quo must be supported by a demonstrated need for change, a reasonable proposal to address that need, comparisons to the comparable employers and employees, and a suitable quid pro quo. Under the collective bargaining process, agreements fashioned by the parties themselves are preferable to those imposed or unilaterally determined. A party proposing a change to previously agreed-upon terms must substantiate that a change is necessary and then support its position with a reasonable solution, evidence from comparables, and an appropriate quid pro quo in exchange.

In 1989 the City and Association agreed that unit employees would work a 6-3 rotation with the exception of three specified positions that would remain on a 5-2 rotation and receive 16 additional days off per year. As a result, the three incumbents worked the same number of hours as the rest of the unit employees who had been switched to the 6-3 rotation. Several years later, the parties agreed to strike the day dispatcher from inclusion in that provision as well as to delete the 16 additional days off from the section. A side agreement proposed by the City grandparented the three individuals by name for the 16 additional days off. One of the three employees subsequently left the City's employ and two employees, Ms. Garcia, the day dispatcher, and Mr. Sabroff, the humane officer, remain covered by the terms of the side agreement.

The City has claimed that placing Ms. Garcia on a 6-3 rotation will result in fewer open shifts, more predictable scheduling, and improved unit morale. The City has argued that the elimination of the 16 additional days of vacation is warranted in Ms. Garcia's case because once she is placed on a 6-3 rotation she will be working the same number of hours as the other dispatchers and the additional 16 days off will no longer be required to equalize their hours.

The parties have initiated a series of steps to move all the dispatchers to a 6-3 rotation over time. While the language of the side letter does not guarantee Ms. Garcia a 5-2 rotation, it certainly makes it financially prohibitive for the City to place her on a 6-3 schedule. Although no hard evidence has been produced to substantiate that dispatchers have left the employ of the City or suffer from poor morale due to the side agreement, it is reasonable to conclude that the day dispatcher's inclusion in the 6-3 rotation would result in fewer open shifts and more predictable scheduling. The City is correct that the 16 days of additional vacation would no longer be warranted if Ms. Garcia moved to a 6-3 schedule. She would have the same number of days off (although in a configuration less desirable to her), and she would receive an additional salary step under the City's offer, although it would also be available to other unit employees.

However, Ms. Garcia is not the only unit member covered by the side agreement. Brad Sabroff is also specifically covered by the terms of the letter. The City has stated that Mr. Sabroff will remain on a 5-2 schedule, and thereby work 2080 hours annually, but under the City's final offer, he would no longer receive 16 additional days off. The undersigned is persuaded that implementation of the City's final offer would create an inequity for Mr. Sabroff which would not be offset by the additional salary step that Ms. Garcia would also be receiving.



Furthermore the arbitrator is of the opinion that such inequity cannot be defended of the basis of the City's argument that the elimination of those 16 days is necessary to reduce the number of days police officers who are not trained or certified as humane officers must cover non-police duties in Mr. Sabroff's absence. Regardless of the number of vacation days allotted to Mr. Sabroff, there are going to be times when he is not on duty and other City personnel are going to have to respond to some of the more immediate demands of his position. The reason Mr. Sabroff was included under the terms of the side agreement was to equalize his number of work hours with those of other unit employees. The fact that his job description now specifies that as humane officer he must have training and certification does not justify requiring him to work more hours than other unit employees. Nor does the City's offer of an additional salary step to him represent an appropriate quid pro quo when Ms. Garcia will also receive the additional step and not be required to work more hours than other unit employees.

The arbitrator has reviewed the information provided by the City on rotation schedules and number of vacation days observed in surrounding communities and has considered the City's argument that its final offer is in the best interest of the public. However, the arbitrator is of the opinion that the most relevant statutory factor in the instant dispute is found in other factors normally taken into consideration in the determination of wages, hours, and conditions of employment through voluntary collective bargaining and other methods of dispute resolution. Herein, the parties have previously voluntarily resolved the rotation schedule and equalization of work hours through a series of negotiation provisions and a side agreement. The arbitrator does not find the City's reasons for changing the status quo to be compelling nor its proposed quid pro quo to be adequate, particularly in the case of Mr. Sabroff. Absent such, I am of the opinion that the previous voluntary agreement of the parties should prevail.

Based on the above and the record as a whole, and having considered all the applicable factors specified at Section 11.70(4)(cm)(7) of the Municipal Employment Relations Act, the arbitrator selects the final offer of the Association for inclusion in the parties' agreement along with the parties' previously agreed upon tentative agreements.

Given this 28<sup>th</sup> day of March, 2002, at Madison, Wisconsin.

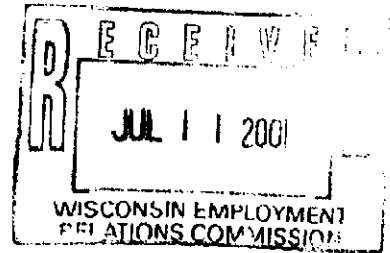
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Kay B. Hutchison, Arbitrator

## **Association Final Offer**

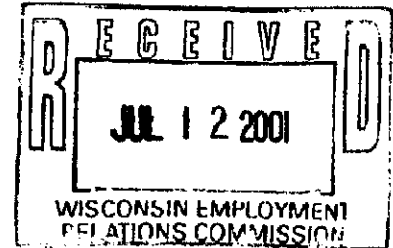
July 8, 2001

City of Fitchburg  
Case 33 No. 59463 INT/ARB-9126



1. All terms and conditions of the 1999-2000 collective bargaining agreement not otherwise modified by the parties stipulations shall be incorporated into the 2001-2003 collective bargaining agreement.

July 8, 2001



**CITY OF FITCHBURG  
FINAL OFFER  
on behalf of the  
Dispatchers/Police Assistant/Court Officer  
to the  
Wisconsin Professional Police Association  
Law Enforcement Employee Relations Division**

July 9, 2001

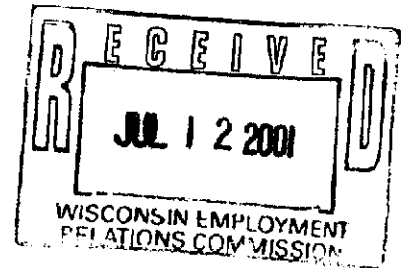
The following represents the final offer of the City of Fitchburg to Wisconsin Professional Police Association, Law Enforcement Employee Relations Division (Dispatchers/Police Assistant/Court Officer) for a successor agreement commencing January 1, 2001. The City reserves the right to add to, delete from, or otherwise modify its final offer during the course of these proceedings.

1. Delete Side Letter of Agreement.
2. Prior to applying any wage increases, add Step 6 to the wage scale, effective 7/1/2000:

<u>Wage Progression Step</u>	<u>Annual Salary</u>	<u>Fixed Weekly Salary</u>
Step 6 - After 14 years	\$29,096.66	\$559.55

3. All components of the prior Agreement, not modified by the City's Final Offer, shall be incorporated into the successor Agreement, except as otherwise agreed upon or stipulated to between the parties.

RE: City of Fitchburg/WPPA  
(Dispatchers/Police Assistant/Court Officer)  
Case 33 No. 59463 INT/ARB-9126



### PROPOSED STIPULATIONS

April 20, 2001

1. Section XVII - VACATIONS shall be revised as follows:

#### Section 17.06 - Scheduling.

Employees shall schedule their vacation, commencing January 1<sup>st</sup> of each year, in order of seniority. An employee, within classification and by seniority, shall indicate their first choice of vacation, within three (3) business days of the commencement of this process and shall continue until all employees have had the opportunity to select their vacation. The first selection may be up to twelve (12) vacation days and comprised of up to two (2) segments of time. The next senior employee will then schedule their vacation in a like manner, and so on until all employees have had the opportunity to select their periods of vacation. Upon completion, by all employees of the first selection process, the second shall immediately commence. The second selection process shall be in the same manner as described above, however, the period of time selected may be up to twelve (12) days and shall be comprised of one segment of time. The third selection shall proceed as in the first and the period of time may be up to twelve (12) days, comprised of one (1) segment of time. At the conclusion of the above three selection processes, any remaining vacation days may be scheduled on a first come/first serve basis, and may be scheduled as staffing levels allow. Each employee shall be given three (3) business days to select their vacation. In the event an employee makes no selection during that three (3) business day period of time to select their vacation, the employee shall forfeit their ability to schedule vacation during that process, and the next employee may make their selection. It shall be the policy to schedule vacations over as wide a period as possible in order to obviate the need for temporary personnel. Approval must be obtained at least four (4) weeks prior to taking any vacation of one (1) week or more. Each employee is expected to take actual time off from work equal to his or her earned vacation, and exceptions to this rule can only be made by mutual written agreement of the Employer and the Association. The use of vacation in increments smaller than one (1) week shall not be allowed without the prior approval of the Chief of Police.

2. Section XXVI - Miscellaneous shall be revised as follows:

Section 26.02 - Uniforms.

The Employer will pay an annual clothing allowance of Three Hundred Fifty Dollars (\$350.00) to each full-time police assistant and court officer and of Two Hundred Seventy-five Dollars (\$275.00) to each full-time dispatcher for the purchase and repairs of uniforms on an "as needed" basis. All purchases, including repairs, shall be done only through the Department by use of an Employer purchase order.

3. Section 28.01 shall be revised to provide for a three-year contract.
4. Appendix A will be revised to provide wage increases to all classifications as follows:

Effective 1/1/2001 2%  
Effective 1/1/2002 2%  
Effective 1/1/2003 3%

Effective 7/1/2001 2%  
Effective 7/1/2002 2%  
Effective 1/1/2003 2%

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OK mfw 6/6/01

OK [Signature] 6/7/01  
SPM/KEEN

SIDE LETTER OF AGREEMENT  
BETWEEN  
CITY OF FITCHBURG  
AND  
WISCONSIN PROFESSIONAL POLICE ASSOCIATION  
LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION

(Dispatchers/Police Assistants/Court Officers)

The City of Fitchburg and Wisconsin Professional Police Association, Law Enforcement Employee Relations Division, hereby agree that Jean Garcia, Dale Sabroff and Jodie Tessmann will continue to be "grandparented" and receive the 16 additional days per year that they currently receive. It is specifically understood that Ms. Garcia, Mr. Sabroff and Ms. Tessmann shall only continue to be grandparented with respect to the 16 additional day benefit as long as they remain in their current positions and their current shifts.

The parties further agree that when and if Ms. Garcia, Mr. Sabroff and Ms. Tessmann change positions or change shifts, they shall no longer receive the 16 additional days off with pay and shall be treated the same as other bargaining unit employees.

This agreement shall be nonprecedental and nonadmissible in any arbitration proceeding except to the extent necessary to enforce wither party's rights specific to this Side Letter of Agreement.

CITY OF FITCHBURG

Dated: 8/4/99

By Mark Wini

WISCONSIN PROFESSIONAL POLICE  
ASSOCIATION, LAW ENFORCEMENT  
EMPLOYEE RELATIONS DIVISION

Dated: 7/20/99

By [Signature]