

BEFORE

RUSSELL L. MOBERLY

Arbitrator

IN THE MATTER OF THE PETITION OF THE

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JAN 28 1974

WISCONSIN EMPLOYMENT

APPLETON PROFESSIONAL POLICEMEN'S ASSOCIATION

(Hereinafter referred to as
"the Association")

For Final and Binding Arbitration
Involving Law Enforcement Personnel
in the Employ of the

CITY OF APPLETON

(Hereinafter referred to as
"the City")

DECISION AND AWARD

Final and binding
arbitration, Case
XLVI, No. 16107,
MIA-17, Decision
No. 11597-B

APPEARANCES:

For the Association:

- Dennis W. Herrling, Attorney for the Association, Herrling,
Lathrop, Hamilton & Swain, 319 North Appleton St., Appleton.
- William C. Steward, Chairman.
- Leo G. Bosch
- Gary Kilby
- John R. Parker
- Carleton A. Bork
- R. W. Desmond

For the City:

- David F. Bill, Director of Personnel
- Earl O. Wolff, Chief of Police
- David G. Geenen, City Attorney
- John V. Gosch, Inspector of Police.

FINDINGS OF FACT

1. On May 17, 1973, Mr. Morris Slavney wrote Russell L. Moberly,
Rt. 4, West Bend, Wisconsin, enclosing a copy of the Order issued by

the Commission appointing him as arbitrator in the above entitled matter. Also enclosed was a copy of the petition which initiated the instant matter, a copy of the Findings of Fact, Conclusion of Law, Certification of Results of Investigation and Order Requiring Arbitration, with accompanying Memorandum, issued by the Commission on February 7, 1973, and the final offers of each of the parties.

2. The Order Appointing Arbitrator is reproduced below:

ORDER APPOINTING ARBITRATOR

Appleton Professional Policemen's Association having filed a petition with the Wisconsin Employment Relations Commission requesting that the Commission initiate compulsory final and binding arbitration pursuant to Section 111.77(3)(b) of the Municipal Employment Relations Act for the purpose of resolving an impasse arising in collective bargaining between the Petitioner and the City of Appleton on matters affecting wages, hours and conditions of employment of law enforcement personnel in the employ of said Municipal Employer; and the Commission having, on February 7, 1973, issued Findings of Fact, Conclusions of Law, Certification of Results of Investigation and Order Requiring Arbitration in the matter; and the Commission having, on February 21, 1973, issued an Order extending time for filing final offers and selection of the arbitrator in the matter; and the parties having been furnished a panel of arbitrators from which they might select a sole arbitrator to issue a final and binding award in the matter; and the City, by its Personnel Director, having, on May 17, 1973, advised the Commission, in writing, that Mr. Russell L. Moberly, West Bend, Wisconsin, has been chosen as the arbitrator;

NOW, THEREFORE, it is

ORDERED

That Russell L. Moberly, West Bend, Wisconsin, is hereby appointed as the impartial arbitrator to issue a final and binding award in the matter.

Given under our hands and seal at the
City of Madison, Wisconsin, this 17th
day of May, 1973.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

3. On June 26, 1972, Mr. Gordon Myse, at that time attorney for the Association, wrote the following letter to Mr. Gerald E. Lang, at that time Director of Personnel for the City of Appleton:

Mr. Gerald E. Lang
Director of Personnel
225 North Oneida Street
Appleton, Wisconsin 54911

Dear Mr. Lang:

As you are aware we are about to enter into negotiations for a 1973 Employment Contract between the City of Appleton and the Appleton Professional Policemen's Association. For the first time the laws of the State of Wisconsin provide that impasse be resolved through binding arbitration. Because this represents a substantial change from the traditional negotiating relationship the Association is taking this opportunity to approach negotiations in the most candid and straightforward manner possible.

I am setting forth in this letter requests for the 1973 Employment Contract each of which has been carefully studied and evaluated. Because of personal commitments and the change in the law as to the resolution of impasse, I believe it is to the advantage of both parties to negotiate the terms and conditions of this employment contract as quickly and expediently as possible.

For the foregoing reasons we wish to submit the following requests with the firm conviction that each of the requests is reasonable and necessary. These requests are submitted with a view toward reaching an accord at the earliest possible opportunity and to avoid prolonged difficult and stress filled negotiation that were created in the most recent past.

The Appleton Professional Policemen's Association therefore submits the following as their requests for modifications in the 1973 Employment Contract:

1. Language Changes: It is requested that the contract language contain a paragraph incorporating all existing practices and policies not specifically referred to in the agreement by reference. This request is made in view of unilateral changes of past practices that have taken place over the past year.

It is further requested that the existing language

June 26, 1972

be clarified so as to provide for the continuation of all benefits of the contract for officers injured in the line of duty and subject to workmen's compensation benefits.

2. Convention Days: The Association has been advised that henceforth the past practice of allowing representatives of the Appleton Professional Policemen's Association to attend the Wisconsin State Convention will be discontinued. It is therefore requested that the contract contain provision for a maximum of two convention days for all delegates to the Wisconsin Professional Policemen's Association annual convention without loss of wages.

3. Adjustment of the Salary Schedule: It is requested that each step of the salary schedule be adjusted by an amount equal to 5.5% of the average total compensation of all officers of the Appleton Police Department.

4. Modification of the Work Week: It is requested that a 5-2 5-3 work week be initiated on the 1st of January, 1973. It is further requested that this modification of work week be accomplished by eliminating the twelve pay-back days now provided for in the contract and substituting in its place resume time in the amount of fifteen minutes each day. Resume time would be used to review the alert book to be advised of any special problems which may exist in the officer's particular area of responsibility and such other police administrative matters as may be appropriate. The fifteen minute resume time would be without compensation and considered a part of the regular work day of each officer.

5. Health Insurance Following Retirement: It is requested that the City provide for the continuation and the health insurance program for all officers who are retired from their date of retirement until they become eligible for medicare. This request is made because it is extremely difficult for officers to provide for their own health insurance after they have reached retirement age and until medicare becomes available to them. It is not intended that the City assume responsibility for an officer who is able to obtain coverage through medical insurance plans offered by another employer who would be covered by a plan available a working spouse. If insurance is unavailable from another source, the City should without cost to the officer continue the City's health insurance coverage for retired officers until they reach 65 years of age.

6. Modification of Detective Rates: It is requested that the salary structure be modified so as to provide additional compensation for the rank of detective. Investigators work with a minimum of supervision in the complex and ever changing area of criminal law. Training and expertise is required if they are to perform their responsibilities effectively. For these reasons it

Mr. Gerald Lang

-3-

June 26, 1972

is felt that the rate of detective is entitled to additional compensation over and above that provided for other positions. It is, therefore, requested that an additional \$22 be paid to all detectives.

7. Dental Insurance: The increased cost of dental care including orthodontic work has made dental insurance a necessity. This insurance is available on a deductible basis through our present health insurance carrier. It is, therefore, requested that a dental amendment including orthodontic care be attached to the current health insurance program at no cost to the individual officers.

The foregoing requests are submitted with the sincere desire to enter negotiations at the earliest possible date and if at all possible to resolve the terms and conditions of the 1973 Employment contract forthwith. The Association reserves the right to introduce such new requests as it may deem to be appropriate during the course of negotiations.

Please contact us at your earliest convenience so that a negotiation meeting can be arranged at a mutually convenient time.

Yours truly,


GORDON MYSE

GM:fb
cc: Negotiating Committee

4. On October 13, 1972, Dennis W. Herrling, attorney for the Appleton Professional Policemen's Association, submitted the following statement with a petition for Final and Binding Arbitration between the parties:

6. STATEMENT:

Written notice was served upon the City of Appleton more than 180 days prior to the expiration date of the old contract; namely, on June 26, 1972, a copy of which letter is attached to establish the issues at impasse.

At a negotiation session September 22, 1972, it was agreed by the City of Appleton and the Association that an impasse existed and that such facts should be certified to the Wisconsin Employment Relations Commission. No procedures for the final disposition of the dispute have been agreed upon between the parties.

Dated at Appleton, Wisconsin, this 13th day of October, 1972.

APPLETON PROFESSIONAL POLICEMEN'S ASSOCIATION

BY: 

Dennis W. Herrling

Attorney for Appleton Professional
Policemen's Association

5. On October 16, 1972, The Association petitioned for Final and Binding Arbitration of the impasse existing between the parties, and on October 24, 1972, Commissioner Jos. B. Kerkman conducted an investigation on such petition at Appleton, Wisconsin and the following Findings of Fact, Conclusions of Law, Certification of Results of Investigation and Order Requiring Arbitration was issued:

STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

In the Matter of the Petition of :

APPLETON PROFESSIONAL POLICEMEN'S ASSOCIATION :

To Initiate Final and Binding Arbitration Between Said Petitioner and :

CITY OF APPLETON :

Case XLVI
No. 15107 MIS-17
Decision No. 11597

FINDINGS OF FACT, CONCLUSIONS OF LAW, CERTIFICATION OF RESULTS OF INVESTIGATION AND ORDER REQUIRING ARBITRATION

Appleton Professional Policemen's Association, hereinafter referred to as the Petitioner, on October 13, 1972, filed a petition with the Wisconsin Employment Relations Commission requesting the Commission to initiate compulsory final and binding arbitration pursuant to Section 111.77(3), b) of the Wisconsin Municipal Employment Relations Act, for the purpose of resolving an impasse arising in collective bargaining between the Petitioner and the City of Appleton on matters affecting the wages, hours and conditions of employment of all police personnel in the employ of the said Municipal Employer, represented by the Petitioner; and the Commission by Jos. B. Kerkman, Commissioner, having conducted an investigation on such petition at Appleton, Wisconsin, on October 24, 1972, and during the course of such investigation the parties having had the opportunity to file briefs in the matter; and the Commission, being fully advised in the premises, does hereby certify and file the following Findings of Fact, Conclusions of Law, Certification of Results of Investigation and Order Requiring Arbitration.

FINDINGS OF FACT

1. That the Appleton Professional Policemen's Association, hereinafter referred to as the Petitioner, is a labor organization and has its office at Appleton, Wisconsin.

2. That the City of Appleton, hereinafter referred to as the Municipal Employer, has its offices at the City Hall, Appleton, Wisconsin.

3. That the Petitioner at all times material herein has been and is the voluntarily recognized exclusive collective bargaining representative of all policemen, excluding the supervisory positions of chief of police, inspector, captain and lieutenant in the employ of the Municipal Employer.

4. That the parties had in existence a collective bargaining agreement covering wages, hours and conditions of employment of employees involved herein for the year 1972.

5. That on June 26, 1972, the Petitioner, by its representative, Dennis W. Herrling, sent a letter to the Municipal Employer requesting specific requests for modifications to be included in the 1973 collective bargaining agreement, and said letter was received by the Municipal Employer on June 27, 1972.

6. That the Petitioner and the Municipal Employer met on July 24, 1972, August 10, 1972, September 7, 1972, and September 20, 1972, to negotiate over the proposed modifications of the collective bargaining agreement.

7. That on September 29, 1972, the Petitioner, by its representative, Dennis W. Herrling, requested mediation of the Wisconsin Employment Relations Commission and in said letter also advised the Commission that the Petitioner requested binding arbitration in accordance with the provisions of Wisconsin Statutes 111.77.

8. That on October 2, 1972, the Commission forwarded appropriate petition forms to the Petitioner for final and binding arbitration of the dispute.

9. That on October 16, 1972, the Petitioner filed a petition with the Commission requesting the Commission to initiate final and binding arbitration pursuant to Section 111.77, Wisconsin Statutes, with regard to an alleged impasse existing between the parties in their collective bargaining with respect to wages, hours and working conditions for the employees involved in 1973; and that on October 24, 1972, the Commission by Commissioner Jos. D. Kerney conducted an informal investigation on said petition during which it attempted to mediate the issues existing between the parties, and that the parties were unable to reach an accord with regard to said issues and remain at impasse with respect thereto.

10. That at no time material herein has the Petitioner filed any notice, as set forth in Section 111.77(1)(c), Wisconsin Statutes, advising the Commission that an impasse exists between the parties.

11. That the parties have not established any mutually agreed procedures for final resolution of disputes arising in collective bargaining; and, further, that the parties have not mutually agreed that the arbitration should be other than limited to the last and final offer of each of the parties.

Upon the basis of the above and foregoing Findings of Fact, the Commission makes the following:

CONCLUSIONS OF LAW

1. That the notice requirements set forth in Section 111.77(1)(c) and in rule ERB 30.03(2) are directory rather than mandatory and the failure of the Petitioner to file the 30-day notice to the Commission as required in Section 111.77 does not operate to deprive the Wisconsin Employment Relations Commission of its jurisdiction to initiate final and binding arbitration between the Petitioner and the Municipal Employee herein to resolve the impasse involved in their collective bargaining for wages, hours and conditions of employment for the year 1973 covering all policemen, excluding the supervisory positions of chief of police, inspector, captain and lieutenant in the employ of the Municipal Employer.

2. That an impasse within the meaning of Section 111.77(1)(c) of the Wisconsin Statutes exists between the Appleton Professional Police Association and the City of Appleton with respect to negotiations leading toward a collective bargaining agreement for the year 1973 covering the conditions of employment for all policemen, excluding the supervisory positions of chief of police, inspector, captain and lieutenant in the employ of the Municipal Employer.

Upon the basis of the above and foregoing Findings of Fact and Conclusions of Law, the Commission makes the following:

CERTIFICATION

IT IS HEREBY CERTIFIED that the conditions precedent to the initiation of compulsory final and binding arbitration as required by Section 111.77 of the Wisconsin Statutes with respect to negotiations between the Appleton Professional Policemen's Association and the City of Appleton on issues of wages and other conditions of employment of all policemen, excluding the supervisory positions of chief of police, inspector, captain and lieutenant in the employ of the Municipal Employer have been met.

NOW, THEREFORE, it is

ORDERED

1. That compulsory final and binding arbitration be ordered in the same manner as herein provided for the purpose of initiating final and binding arbitration to resolve the impasse existing between the Appleton Professional Policemen's Association and the City of Appleton.
2. That the Appleton Professional Policemen's Association file in written form, its final offer of arbitration on or before February 24, 1973, and the City of Appleton file its said offer of arbitration with the Wisconsin Employment Relations Commission on or before February 24, 1973, and at the same time serve a copy thereof on the City of Appleton.

3. That the City of Appleton file, in written form, its final offer as of October 24, 1972, on the issues remaining in said negotiations with the Appleton Professional Police Officers' Association, with the Wisconsin Employment Relations Commission on or before February 19, 1973, and at the same time serve a copy thereof on the Appleton Professional Police Officers' Association.

4. That the parties each select a single arbitrator, or a board of arbitration, within ten (10) days after the issuance of this Order in a manner mutually agreed upon by the parties, to resolve said dispute; and that the parties notify the Commission within fifteen (15) days of the issuance of this Order as to whether they have selected an arbitrator or a board of arbitration, as the case may be.

5. That if the parties select one or more arbitrators said parties should then notify the Commission as to the identity of said arbitrator or arbitrators in order that the Commission may issue an order officially appointing said individual or individuals as the arbitrator or board of arbitration to conduct a compulsory arbitration proceeding and make a final and binding resolution of the dispute involved.

6. That if the parties have not selected an arbitrator or arbitration the Commission shall then order each party to select an arbitrator, and if these two arbitrators cannot in five (5) days select a neutral arbitrator, the Commission must be notified of same within eight (8) days of the issuance of the supplemental order; that thereupon the Commission shall issue a further supplemental order, and therein submit a panel of five (5) neutral arbitrators, from which the parties shall, within three (3) days of the receipt thereof alternately strike four of the members of said panel; that thereupon the parties or either of them, shall notify the Commission in writing as to the neutral arbitrator so selected, and the Commission shall then issue an order appointing same neutral arbitrator as chairman of the board of arbitration, and at the same time, shall serve copies thereof on the parties and the neutral arbitrator, and also at the same time serve a copy of the certification of the results of the investigation upon said neutral arbitrator.

Given under our hands and seal at the
City of Madison, Wisconsin, this 7th
day of February, 1973.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

MEMORANDUM ACCOMPANYING
FINDINGS OF FACT, CONCLUSIONS OF LAW, CERTIFICATION OF
RESULTS OF INVESTIGATION AND ORDER REQUIRING ARBITRATION

During the course of the informal investigation conducted on October 24, 1972, the Municipal Employer raised an issue as to whether the Petitioner could utilize final and binding arbitration as provided for in Section 111.77, Wisconsin Statutes, since the Petitioner had failed to notify the Wisconsin Employment Relations Commission of the existence of a dispute as required in the notice requirements of said section. During the course of the investigation conducted by Commissioner Kerkman, the parties were advised that they would be given an opportunity to file briefs in the matter due in the Commission's office 20 days subsequent to October 24, 1972. On October 25, 1972, the parties were advised, by letter from Commissioner Kerkman, that the issue raised by the City of Appleton was identical with the issue raised by the City of Eau Claire and the parties would be afforded an opportunity to file amicus briefs in the City of Appleton matter. The Petitioner in this case joined with the Eau Claire Professional Policemen's Association and the Wisconsin Professional Policemen's Association in submitting a brief in the aforementioned matter. The City of Appleton filed no brief.

Determination has been withheld in this matter pending the Commission's decision on the identical issue in the City of Eau Claire (Decision No. 11573). That decision issued on January 31, 1973, and the instant Order is in accordance therewith.

Dated at Madison, Wisconsin, this 7th day of February, 1973.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By Morris Slavney /s/
Morris Slavney, Chairman

Zel S. Rice II /s/
Zel S. Rice II, Commissioner

Jos. B. Kerkman /s/
Jos. B. Kerkman, Commissioner

6. The Petition for Final and Binding Arbitration, received on October 16, 1972, by the Wisconsin Employment Relations Commission, Item 5, indicated that the parties have agreed not to proceed under (1), which would limit the arbitration to the entire last and final offers of the parties, and, instead, indicated that the "Petitioner desires that the arbitration be under the form of empowering the arbitrator to determine all issues and disputes involving wages, hours and conditions of employment." However, on February 7, 1973, the Wisconsin Employment Relations Commission issued its decision No. 11597, Case XLVI, No. 16107, MIA-17, in the matter of the Petition of APPLETON PROFESSIONAL POLICEMEN'S ASSOCIATION to initiate final and binding arbitration between said petitioner and the CITY OF APPLETON. Under FINDINGS OF FACT, Item 11, it is stated: "That the parties have not established any mutually agreed procedures for final resolution of disputes arising in collective bargaining; and, further, that the parties have not mutually agreed that the arbitration should be other than limited to the last and final offer of each of the parties." This would indicate that the arbitrator should limit his decision to the selection of the final offer of one of the two parties, as described in Wisconsin Statutes 111.77 (4)(b).

7. Therefore, this action is brought up under Section 111.77 (4)(b) of the Municipal Employment Relations Act. Applicable provisions of this Act are listed below:

"(4)(b): Form 2. Parties shall submit their final offer in effect at the time that the petition for final and binding arbitration was filed. Either party may amend its final offer within 5 days of the date of the hearing. The arbitrator shall select the final offer of one of the parties and shall issue an award incorporating that offer without modification.

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

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

- (a) The lawful authority of the employer.
- (b) Stipulations of the parties.
- (c) The interests and welfare of the public and the financial ability of the unit of government to meet these costs.
- (d) Comparison of the wages, hours and conditions of employment of the employes involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees generally:
 - (1) In public employment in comparable communities.
 - (2) In private employment in comparable communities.
- (e) The average consumer prices for goods and services, commonly known as the cost of living.
- (f) The overall compensation presently received by the employes, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
- (g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- (h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment."

8. The appointed Arbitrator, having been duly notified of the Order of Appointment issued on May 17, 1973, wrote the parties on May 21, 1973, suggesting dates for a hearing. The date of Friday, June 8, 1973, was selected for the hearing, to be conducted in Conference Room B in the Appleton City Hall, to begin at 9:00 A.M.

9. The Hearing was so held on Friday, June 8, 1973. It was agreed there would be no transcript reporting the hearing, but the arbitrator made a tape recording of the proceedings. All witnesses were sworn. Both parties were agreeable to publica-

tion of the Award. Both parties were given to June 16, 1973 to advise the arbitrator if they would submit briefs or position papers. On June 15, 1973, Mr. Bill, Director of Personnel for the City of Appleton, advised the arbitrator that both parties agreed they would not submit a brief on the matter so that the arbitrator could proceed directly with deliberations on the case. Unfortunately the letter did not get to the arbitrator right away, as he was teaching a short course at the University of Idaho. On July 23, 1973 the arbitrator wrote the parties that because of the above delay the parties would not receive the Decision and Award on the above matter on schedule.

10. The Appleton Professional Policemen's Association, hereinafter referred to as the "Association" is a labor organization and has its office in Appleton, Wisconsin. At all times material herein, it has been, and is, the voluntarily recognized exclusive collective bargaining representative of the law enforcement personnel in the employ of the Municipal Employer.

11. The City of Appleton, hereinafter referred to as the "Municipal Employer" or "City", has its office at the City Hall, Appleton, Wisconsin.

12. The final offer on Unresolved Issues made by the City of Appleton on April 30, 1973 is outlined below:

City of Appleton

Final Offer on Unresolved Issues

Case XLVI, No. 16107 MIA 17

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WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

1. Work Schedule

The City proposes a (5-2) (5-3) work schedule with nine payback days per year - (Presently 12 payback days per year).

Reporting time and paid lunch period practices to continue as in the past.

2. Professional Improvement Program

a) The City drops its proposal to delete the longevity provisions from the Professional Improvement Program.

b) The City proposes that payment under the Professional Improvement Program be based on a maximum of 36 credits resulting in a maximum payment of \$60 per month.

3. Longevity pay for Cruiser Drivers and Patrolmen

The City drops its proposal to delete this payment.

4. Function of Management Clause

The City proposes the following:

FUNCTION OF MANAGEMENT

Except as herein otherwise provided, the management of the Department and the direction of the working forces, including the right to hire, promote, demote, layoff, suspend without pay, discharge for proper cause, transfer, determine the number of employees to be assigned to any job classification, and to determine the job classifications needed to operate the Employer's jurisdiction is vested exclusively in the Employer.

It is further agreed, except as herein otherwise provided, that the responsibilities of Management include, but are not limited to those outlined in this Agreement. In addition to any specified herein, the Employer shall be responsible for fulfilling all normal managerial obligations, such as planning, changing or developing new methods of work performance, establishing necessary policies, organizations and procedures, assigning work and establishing work schedules, and of applying appropriate means of administration and control. Provided, however, that the exercise of the foregoing

FUNCTION OF MANAGEMENT (Continued)

rights by the City will not be used for the purpose of discrimination against any member of the Union or be contrary to any other specific provision of this Agreement, and provided that nothing herein shall be construed to abrogate the provisions of the grievance procedure.

5. Salary Increase

The City proposes a \$30 per month across-the-board increase effective December 24, 1972.

13. The final offer on unresolved issues made by the Association on April 13, 1973, is outlined below:

IN HERRLING
BY LATHROP
TH HAMILTON
ROBERT W SWAIN, JR

HERRLING, LATHROP, HAMILTON & SWAIN
ATTORNEYS AT LAW
319 N APPLETON ST
APPLETON, WISCONSIN 54911

JHX42

APR 13 1973
WISCONSIN
APR 13 1973
APPL 1101 / 14 113
1 A-1000
MORTONVILLE 113-110
AREA COU 43

Mr. Joseph Kirkman
Wisconsin Employment Relations Commission
30 West Mifflin
Madison, Wisconsin 53703

RE: CITY OF APPLETON - CASE XLVI - No. 16107 MIA-17

Dear Mr. Kirkman:

I understand the City of Appleton has, under separate cover, submitted their last best offer. You may be advised that this letter will constitute the Police Association's last best offer and upon receipt of the names submitted by the WERC, as I understand it, the City will strike one and the Association will strike one and the final arbitrator will then decide the case upon these offers.

The Association proposes as follows:

1. Function of Management Clause attached hereto entitled submitted 10/24/72 offered by Dennis W. Herrling, incorporated herein by reference as though fully set forth.

2. That the Contract be modified to provide that five officers plus one state officer (if there is one in the bargaining unit) be granted two days off for the purpose of attending State conventions. In the event the convention falls on the officer's day off, he shall not receive any additional time off.

3. That the Contract be modified to provide for the Association to become actively involved in increasing productivity of its members, such plan to include covering areas of sick leave abuse, methods of improvements and improving performance of officers while on duty, the exact language to be worked out between the parties. (The above requests are in response to City of Appleton requests No. 2, 4 and 5. A copy of the City of Appleton requests are attached hereto and incorporated herein by reference.)

Copy of the Association's requests are attached hereto and incorporated herein by reference:

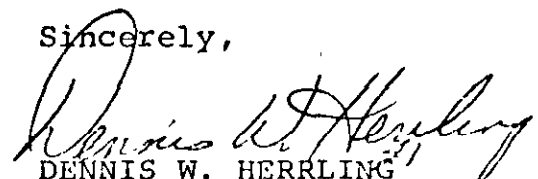
1. The Association has abandoned requests No. 1, 2 (see above), 5, 6 and 7. We request modification of the work week as set forth in Paragraph No. 4 of our request.

2. We further request an across-the-board increase for all members of the Association of \$43.50 retroactive to January 1, 1973.

3. In addition, because the City is now operating on a 5-2 5-3 work week with pay back day and those pay back days would be impracticable to plug in to the schedule for the balance of the year, the Association proposes that all employees receive one day's pay for each pay back day lost as a result of late implementation of the Contract. That is to say, in the event the decision of the arbitrator were to come out on May 1, every employee would have four pay back days coming and the new schedule not requiring any pay back days would be implemented in May. In the event the arbitrator were to decide that the Contract could not be implemented until some time in June, then every employee would receive five days wages to compensate for the pay back days lost (January, February, March, April and May). This amount to be included with the retroactive pay received as set forth above.

Respectfully submitted,

Sincerely,



DENNIS W. HERRLING
Attorney for the Appellate
Professional Policemen's
Association

14. FINAL OFFER: FUNCTION OF MANAGEMENT CLAUSE:

CITY: "Except as herein otherwise provided, the management of the Department and the direction of the working forces, including the right to hire, promote, demote, layoff, suspend without pay, discharge for proper cause, transfer, determine the number of employees to be assigned to any job classification, and to determine the job classifications needed to operate the Employer's jurisdiction is vested exclusively in the Employer.

"It is further agreed, except as herein otherwise provided, that the responsibilities of Management include, but are not limited to those outlined in this Agreement. In addition to any specified herein, the Employer shall be responsible for fulfilling all normal managerial obligations, such as planning, changing or developing new methods of work performance, establishing necessary policies, organizations and procedures, assigning work and establishing work schedules, and of applying appropriate means of administration and control. Provided, however, that the exercise of the foregoing rights by the City will not be used for the purpose of discrimination against any member of the Union or be contrary to any other specific provision of this Agreement, and provided that nothing herein shall be construed to abrogate the provisions of the grievance procedure."

ASSOCIATION: "Except as herein otherwise provided the management of the work and the direction of the work including the right to hire, promote, transfer, demote, suspend or discharge or otherwise discipline for proper cause, and the right to relieve employees from duty because of lack of work or for other legitimate reason is vested exclusively in the employer, the City of Appleton.

"Nothing contained in this clause shall divest the Association of any rights granted by Wisconsin Statutes. The Association may challenge the exercise of any of the foregoing functions through the grievance procedure."

15. FINAL OFFER: WAGES:

CITY: \$30. per month across-the-board increase effective December 24, 1972.

ASSOCIATION: \$43.50 per month across-the board increase for each member of the Association retroactive to January 1, 1973. (Later, during the Hearing, changed to \$42.68 per month. However, since final offers must be made within 5 days of the hearing, this offer will not be considered).

16. FINAL OFFER: PROFESSIONAL IMPROVEMENT PROGRAM:

CITY: That payment under the Professional Improvement Program be based on a maximum of 36 credits resulting in a maximum payment of \$60. per month. The City drops its proposal to delete the longevity provisions from the Professional Improvement Program.

ASSOCIATION: That payment under the Professional Improvement Program not be limited to 36 credits or \$60. per month.

17. FINAL OFFER: WORK SCHEDULE:

CITY: A (5-2) (5-3) work schedule with nine pay back days per year. (Presently 12 pay back days per year). Reporting time and paid lunch period practices to continue as in the past.

ASSOCIATION: From June 26, 1972: Modification of the Work Week: It is requested that a 5-2, 5-3 work week be initiated on the 1st of January, 1973. It is further requested that this modification

of work week be accomplished by eliminating the twelve pay back days now provided for in the Contract and substituting in its place 'resume' time in the amount of fifteen minutes each day. Resume time would be used to review the alert book to be advised of any special problems which may exist in the officer's particular area of responsibility and such other police administrative matters as may be appropriate. The fifteen minute resume time would be without compensation and considered a part of the regular work day of each officer.

From April 13, 1973: Because the City is now operating on a 5-2, 5-3 work week with pay back day, and those pay back days would be impracticable to plug into the schedule for the balance of the year, the Association proposes that all employees receive one day's pay for each pay back day lost as a result of late implementation of the Contract. That is to say, in the event the decision of the Arbitrator were to come out on May 1, every employee would have four pay back days coming and the new schedule not requiring any pay back days would be implemented in May. In the event the Arbitrator were to decide that the Contract could not be implemented until some time in June, then every employee would receive five days wages to compensate for the pay back days lost (January, February, March, April and May). This amount to be included with the retroactive pay received as set forth above.

18. FINAL OFFER: ATTENDING STATE CONVENTIONS:

CITY: The past practice of allowing representatives of the Appleton Professional Policemen's Association to attend the Wisconsin State Convention will be discontinued.

ASSOCIATION: That the Contract be modified to provide that five officers plus one state officer (if there is one in the bargaining unit) be granted two days off for the purpose of attending State conventions. In the event the convention falls on the officer's day off, he shall not receive any additional time off.

19. FINAL OFFER: PRODUCTIVITY:

CITY: No offer.

ASSOCIATION: That the Contract be modified to provide for the Association to become actively involved in increasing productivity of its members, such plan to include covering areas of sick leave abuse, methods of improvements and improving performance of officers while on duty, the exact language to be worked out between the parties.

20. The Average Total Pay of Appleton Patrolmen for 1972 and 1973, using the City's proposed increase, is compared with the 1973 pay for patrolmen in Oshkosh, Neenah, Menasha, Fond du Lac and Green Bay in City Exhibit A following: (It should be noted that the \$30.00 proposed by the City makes the Average Total Pay the second highest pay before supplements and the third highest pay after supplements)

21. City Exhibits B, C, D, and E following, give the back-up information and calculations summarized on City Exhibit A, covering Salary, Longevity, Professional Improvement, Total School Credits, Longevity Credits, and Credits paid in 1973 for each Association member, plus totals. Each Officer is treated as if he were under the contracts of the cities listed, given his own school credits, longevity credits and credits paid for in 1973. Totals are given at the end of each exhibit.

	<u>AVERAGE TOTAL PAY</u>					
	<u>1972</u>	<u>1973</u>	<u>1973</u>	<u>1973</u>	<u>1973</u>	<u>1973</u>
	<u>Appleton</u>	<u>Oshkosh</u>	<u>Neenah</u>	<u>Menasha</u>	<u>Fond du Lac</u>	<u>Green Bay</u>
<u>Salary</u>	834.88	865.77	862.64	844.53	852.33	864.41
<u>Longevity</u>	11.40	5.65	9.22	6.89	34.46	12.00
<u>Professional Improvement Program</u>	22.30	25.20	18.31	22.64	21.42	-
<u>Shift Differential</u>	-	-	8.61	12.58	8.61	11.8
<u>Hospital Insurance</u>	-	-	-	-	-	-4.9
<u>Retirement Fund</u>	-	-.92	-	-	-	-1.3
<u>Life Insurance</u>	-	-	-	-1.96	-	-
<u>City Proposal</u>	868.58	895.70	898.78	884.68	916.82	882.01
	<u>30.00</u>					
	<u>898.58</u>					

Salary

NAME 1972 Appleton Oshkosh Nena Menasha Fond du Lac Green Bay

Sergeants

Breckenridge	910.	930.54	915.	915.	889.58	925.
Cotter	910.	930.54	915.	915.	889.58	925.
Denny	910.	930.54	915.	915.	889.58	925.
Forster	910.	930.54	915.	915.	889.58	925.
Helms	910.	930.54	915.	915.	889.58	925.
Jackson	910.	930.54	915.	915.	889.58	925.
Kilby	910.	930.54	915.	915.	889.58	925.
Leising	910.	930.54	915.	915.	889.58	925.
Marx	910.	930.54	915.	915.	889.58	925.
Nickles	910.	930.54	915.	915.	889.58	925.
Pekarske	910.	930.54	915.	915.	889.58	925.
Recker	910.	930.54	915.	915.	889.58	925.
Soper	910.	930.54	915.	915.	889.58	925.
Weaver	910.	930.54	915.	915.	889.58	925.
Total	12,740.	13,027.56	12,810.	12,810.	12,454.12	12,950.

Detectives

Bosch	888.	895.39	915.	875.	916.	925.
Brux	888.	895.39	915.	875.	916.	925.
Jirschle	888.	895.39	915.	875.	916.	925.
List	888.	866.42	915.	875.	916.	925.
McIntire	888.	895.39	915.	875.	916.	925.
Nettekoven	888.	895.39	915.	875.	916.	925.
Parker	888.	866.42	915.	875.	916.	925.
Vannunen	862.	866.42	915.	875.	916.	925.
Total	7,078.	7,076.21	7,320.	7,000.	7,328.	7,400.

Cruiser Drivers

Amerson	825.	845.75	860.	840.	836.58	853.
Artt	825.	845.75	860.	840.	836.58	853.
Behrent	825.	845.75	860.	840.	836.58	853.
Berglund	825.	845.75	860.	840.	836.58	853.
Bork	825.	845.75	860.	840.	836.58	853.
Breen	825.	845.75	860.	840.	836.58	853.
Christianson	825.	845.75	860.	840.	836.58	853.
DeBruin	825.	845.75	860.	840.	836.58	853.
Deguire	825.	845.75	860.	840.	836.58	853.

Salary

NAME	1972 <u>Appleton</u>	<u>Oshkosh</u>	<u>Neenah</u>	<u>Menasha</u>	<u>Fond du Lac</u>	<u>Green Bay</u>
<u>Cruiser Drivers</u>						
(Continued)						
Dittmar	825.	845.75	860.	840.	836.58	853.
Gitter	825.	845.75	860.	840.	836.58	853.
Head	825.	845.75	860.	840.	836.58	853.
Herman	825.	845.75	860.	840.	836.58	853.
Iversen	825.	845.75	860.	840.	836.58	853.
Jagoditsch	825.	845.75	860.	840.	836.58	853.
Kabat	825.	845.75	860.	840.	836.58	853.
LeClair	825.	845.75	860.	840.	836.58	853.
Mader	825.	845.75	860.	840.	836.58	853.
Masaros	825.	845.75	860.	840.	836.58	853.
Nitzband	825.	845.75	860.	840.	836.58	853.
Peirson	825.	845.75	860.	840.	836.58	853.
Phillips	825.	845.75	860.	840.	836.58	853.
Pownell	825.	845.75	860.	840.	836.58	853.
Reeck	825.	845.75	860.	840.	836.58	853.
Steward	825.	845.75	860.	840.	836.58	853.
Tauber	825.	845.75	860.	840.	836.58	853.
Tomashek	825.	845.75	860.	840.	836.58	853.
Torbeck	825.	845.75	860.	840.	836.58	853.
Trever	825.	845.75	860.	840.	836.58	853.
VanderWyst	825.	845.75	860.	840.	836.58	853.
VanStippen	825.	845.75	860.	840.	836.58	853.
Yunk	825.	845.75	860.	840.	836.58	853.
Zuleger	825.	845.75	860.	840.	836.58	853.
Total	27,225.	27,909.75	28,380.	27,720.	27,607.14	28,149.
<u>Patrolmen</u>						
Boers	782.	823.	820.	765.	836.58	813.
Carpenter	782.	823.	820.	800.	836.58	813.
Desmond	782.	823.	820.	765.	836.58	813.
Fuhrman	782.	823.	820.	800.	836.58	813.
Kriewaldt	782.	823.	820.	800.	836.58	853.
Leinbach	809.	845.75	840.	840.	836.58	853.
Mitchell	809.	845.75	840.	840.	836.58	853.
Moderson	761.	800.25	795.	765.	836.58	813.
Nelson	809.	845.75	840.	840.	836.58	853.
Roehl	809.	845.75	840.	840.	836.58	853.

Salary

1972

NAME Appleton Oshkosh Neenah Menasha Fond du Lac Green Ba

Patrolmen
(Continued)

Sahr	782.	823.	820.	800.	836.58	853.
Stehula	761.	800.25	795.	765.	836.58	793.
Witczak	761.	800.25	795.	765.	836.58	813.
Wittrock	782.	823.	820.	800.	836.58	813.
Wouters	809.	845.75	840.	840.	836.58	853.
Total	11,802.	12,390.50	12,325.	12,025.	12,548.70	12,455

Patrolmen-EBA

Gibson	734.	777.50	750.	735.	783.66	75
Krueger	734.	777.50	750.	735.	783.66	75
Raether	734.	777.50	750.	735.	783.66	75
Voster	734.	777.50	750.	735.	783.66	75
Total	2,936.	3,110.00	3,000.	2,940.	3,134.64	3,01

Total Patrol & Cruiser Drivers	41,963.	43,410.25	43,705.	42,685.	43,290.48	43,1
Ave.	806.98	834.81	840.48	820.87	832.51	

Total Patrol, Cruiser Drivers, Sergeants & Detectives	61,781.	64,066.77	63,835.	62,495.	63,072.60	63
Ave.	834.88	865.77	862.64	844.53	852.33	

Longevity

<u>NAME</u>	<u>Appleton</u>	<u>Oshkosh</u>	<u>Neenah</u>	<u>Menasha</u>	<u>Fond du Lac</u>	<u>Green Bay</u>
<u>Sergeants</u>						
Breckenridge	16.67	- -	20.	15.	75.	30.
Cotter	16.67	- -	12.	10.	50.	20.
Denny	16.67	- -	20.	15.	75.	30.
Forster	16.67	- -	25.	20.	75.	30.
Helms	16.67	- -	20.	15.	75.	30.
Jackson	16.67	- -	25.	20.	75.	30.
Kilby	16.67	- -	12.	10.	50.	20.
Leisering	16.67	- -	25.	20.	75.	30.
Marx	16.67	- -	25.	20.	75.	30.
Nickles	16.67	- -	12.	10.	50.	20.
Pekarske	16.67	- -	25.	20.	75.	30.
Recker	16.67	- -	20.	15.	75.	30.
Soper	16.67	- -	20.	15.	75.	30.
Weaver	16.67	- -	12.	10.	50.	20.
Total	233.38	- -	273.	215.	950.	380.
<u>Detectives</u>						
Bosch	16.67	12.	12.	10.	50.	20.
Brux	16.67	20.	20.	20.	75.	30.
Jirschele	16.67	20.	20.	15.	75.	30.
List	16.67	20.	20.	15.	75.	30.
McIntire	10.	6.	6.	5.	25.	10.
Nettekoven	16.67	12.	12.	10.	50.	20.
Parker	10.	6.	6.	5.	25.	10.
VanNunen	10.	6.	6.	5.	25.	10.
Total	113.35	102.	102.	85.	400.	160.
<u>Cruiser Drivers</u>						
Amerson	10.	6.	6.	5.	25.	- -
Arft	36.67	20.	20.	20.	75.	30.
Behrent	10.	6.	6.	5.	25.	10.
Berglund	10.	6.	6.	5.	25.	10.
Bork	36.67	20.	20.	15.	75.	30.
Breen	10.	6.	6.	5.	25.	10.
Christianson	10.	6.	6.	5.	25.	10.
DeBruin	36.67	28.	25.	20.	75.	30.
DeGuire	10.	6.	6.	- -	25.	- -

Longevity

<u>NAME</u>	<u>Appleton</u>	<u>Oshkosh</u>	<u>Neenah</u>	<u>Menasha</u>	<u>Fond du Lac</u>	<u>Green Bay</u>
<u>Cruiser Drivers</u>						
(Continued)						
Dittmar	16.67	12.	12.	10.	50.	20.
Gitter	16.67	12.	12.	10.	50.	20.
Head	16.67	12.	12.	10.	50.	20.
Herman	10.	6.	6.	5.	25.	- -
Iversen	10.	6.	6.	5.	25.	10.
Jagoditsch	10.	6.	6.	- -	25.	- -
Kabat	36.67	28.	25.	20.	75.	30.
LeClair	16.67	12.	12.	5.	50.	10.
Mader	10.	6.	6.	5.	25.	10.
Masaros	10.	6.	6.	5.	25.	10.
Nitzband	16.67	12.	12.	10.	50.	20.
Peirson	10.	6.	6.	5.	25.	- -
Phillips	10.	6.	6.	5.	25.	10.
Pownell	10.	6.	6.	5.	25.	10.
Reeck	10.	6.	6.	- -	25.	- -
Steward	10.	6.	6.	5.	25.	10.
Tauber	10.	6.	6.	- -	25.	- -
Tomashek	10.	6.	6.	- -	25.	- -
Torbeck	10.	6.	6.	- -	25.	- -
Trever	10.	6.	6.	- -	25.	- -
VanderWyst	36.67	28.	25.	20.	75.	30.
VanStippen	10.	6.	6.	5.	25.	10.
Yunk	10.	6.	6.	- -	25.	- -
Zuleger	10.	6.	6.	- -	25.	- -
Total	496.70	316.	307.	210.	1,200.	350.

Patrolmen

Boers	- -	- -	- -	- -	- -	- -
Carpenter	- -	- -	- -	- -	- -	- -
Desmond	- -	- -	- -	- -	- -	- -
Fuhrman	- -	- -	- -	- -	- -	- -
Kriewaldt	- -	- -	- -	- -	- -	- -
Leinbach	- -	- -	- -	- -	- -	- -
Mitchell	- -	- -	- -	- -	- -	- -
Moderson	- -	- -	- -	- -	- -	- -
Nelson	- -	- -	- -	- -	- -	- -
Roehl	- -	- -	- -	- -	- -	- -

NAME	Longevity					
	<u>Appleton</u>	<u>Oshkosh</u>	<u>Neenah</u>	<u>Menasha</u>	<u>Fond du Lac</u>	<u>Green Bay</u>
<u>Patrolmen</u>						
(Continued)						
Sahr	--	--	--	--	--	--
Stehula	--	--	--	--	--	--
Witczak	--	--	--	--	--	--
Wittrock	--	--	--	--	--	--
Wouters	--	--	--	--	--	--
Total	--	--	--	--	--	--
<u>Patrolmen-EEA</u>						
Gibson	--	--	--	--	--	--
Krueger	--	--	--	--	--	--
Raether	--	--	--	--	--	--
Voster	--	--	--	--	--	--
Total	--	--	--	--	--	--
Total Patrol & Cruiser Drivers						
	496.70	316.	307.	210.	1,200.	350.
Ave.	9.55	6.08	5.90	4.04	23.08	6.7
Total Patrol, Cruiser Drivers, Sergeants & Detectives						
	843.43	418.	682.	510.	2,550.	890.
Ave.	11.40	5.65	9.22	6.89	34.46	12.0

Professional Improvement Program

<u>NAME</u>	<u>Appleton</u>	<u>Oshkosh</u>	<u>Neenah</u>	<u>Menasha</u>	<u>Fond du Lac</u>	<u>Green Bay</u>
<u>Sergeants</u>						
Breckenridge	40.	50.	15.	20.	20.	--
Cotter	40.	55.	50.	55.	55.	--
Denny	40.	60.	30.	35.	35.	--
Forster	20.	35.	--	5.	5.	--
Helms	40.	35.	30.	35.	35.	--
Jackson	30.	45.	10.	15.	15.	--
Kilby	20.	35.	30.	35.	35.	--
Leisering	30.	35.	--	5.	5.	--
Marx	35.	45.	10.	15.	15.	--
Nickles	--	10.	--	--	--	--
Pekarske	30.	50.	15.	20.	20.	--
Recker	40.	60.	90.	95.	60.	--
Soper	40.	25.	20.	25.	25.	--
Weaver	40.	35.	30.	35.	35.	--
Total	445.	575.	330.	395.	360.	--
<u>Detectives</u>						
Bosch	15.	15.	--	5.	5.	--
BruX	25.	35.	--	5.	5.	--
Jirschele	40.	25.	20.	25.	25.	--
List	20.	15.	--	5.	5.	--
McIntire	40.	60.	55.	60.	60.	--
Nettekoven	35.	25.	20.	25.	25.	--
Parker	10.	5.	--	5.	5.	--
VanNunen	15.	10.	5.	10.	10.	--
Total	200.	190.	100.	140.	140.	--
<u>Cruiser Drivers</u>						
Amerson	15.	10.	5.	10.	10.	--
Arft	--	10.	--	--	--	--
Behrent	20.	15.	10.	15.	15.	--
Berglund	40.	55.	50.	55.	55.	--
Bork	--	10.	--	--	--	--
Breen	40.	45.	40.	45.	45.	--
Christianson	20.	20.	15.	20.	20.	--
DeBruin	--	20.	--	--	--	--
DeGuire	40.	35.	30.	35.	35.	--

Professional Improvement Program

<u>NAME</u>	<u>Appleton</u>	<u>Oshkosh</u>	<u>Neenah</u>	<u>Menasha</u>	<u>Fond du Lac</u>	<u>Green Bay</u>
<u>Cruiser Drivers</u>						
(Continued)						
Dittmar	15.	15.	- -	5.	5.	- -
Gitter	20.	25.	20.	25.	25.	- -
Head	25.	15.	10.	15.	15.	- -
Herman	10.	5.	- -	5.	5.	- -
Iversen	30.	25.	20.	25.	25.	- -
Jagoditsch	20.	20.	15.	20.	20.	- -
Kabat	20.	35.	- -	5.	5.	- -
LeClair	30.	20.	15.	20.	20.	- -
Mader	- -	- -	- -	- -	- -	- -
Masaros	40.	60.	55.	60.	60.	- -
Nitzband	- -	10.	- -	- -	- -	- -
Peirson	- -	- -	- -	- -	- -	- -
Phillips	20.	15.	10.	15.	15.	- -
Pownell	15.	10.	5.	10.	10.	- -
Reeck	40.	35.	30.	35.	35.	- -
Steward	40.	60.	55.	60.	60.	- -
Tauber	40.	50.	45.	50.	50.	- -
Tomashek	40.	60.	105.	110.	60.	- -
Torbeck	15.	10.	5.	10.	10.	- -
Trever	25.	20.	15.	20.	20.	- -
VanderWyst	40.	60.	25.	30.	30.	- -
VanStippen	10.	5.	- -	5.	5.	- -
Yunk	35.	30.	15.	20.	20.	- -
Zuleger	30.	30.	15.	20.	20.	- -
Total	735	835	610	745	695	- -
<u>Patrolmen</u>						
Boers	10.	10.	5.	10.	10.	- -
Carpenter	- -	- -	- -	- -	- -	- -
Desmond	30.	35.	30.	35.	35.	- -
Fuhrman	40.	50.	45.	50.	50.	- -
Kriewaldt	20.	30.	25.	30.	30.	- -
Leinbach	30.	25.	20.	25.	25.	- -
Mitchell	- -	- -	- -	- -	- -	- -
Moderson	15.	15.	10.	15.	15.	- -
Nelson	15.	15.	10.	15.	15.	- -
Roehl	10.	10.	5.	10.	10.	- -

Professional Improvement Program

<u>NAME</u>	<u>Appleton</u>	<u>Oshkosh</u>	<u>Neenah</u>	<u>Menasha</u>	<u>Fond du Lac</u>	<u>Green Ba</u>
<u>Patrolmen</u>						
(Continued)						
Sahr	5.	5.	--	5.	5.	--
Stehula	20.	20.	15.	20.	20.	--
Witczak	30.	45.	40.	45.	45.	--
Wittrock	--	--	--	--	--	--
Wouters	5.	5.	--	5.	5.	--
Total	230.	265.	205.	265.	265.	--
<u>Patrolmen-EEA</u>						
Gibson	10.	--	20.	25.	25.	--
Krueger	10.	--	10.	15.	15.	--
Raether	10.	--	60.	65.	60.	--
Voster	10.	--	20.	25.	25.	--
Total	40.	--	110.	130.	125.	--
Total Patrol & Cruiser Drivers						
	1,005.	1,100.	925.	1,140.	1,085.	--
Ave.	19.33	21.15	17.79	21.92	20.87	--
Total Patrol, Cruiser Drivers, Sergeants & Detectives						
	1,650.	1,865.	1,355.	1,675.	1,585.	--
Ave.	22.30	25.20	18.31	22.64	21.42	--

<u>NAME</u>	<u>Date Hired</u>	<u>Total School Credits</u>	<u>Longevity Credits</u>	<u>Credits Paid 1973</u>
<u>Sergeants</u>				
Breckenridge	4-3-53	12	12	24
Cotter	3-3-59	33	6	24
Denny	5-16-53	21	12	24
Forster	9-18-50	3	12	12
Helms	4-2-56	21	9	24
Jackson	6-15-49	9	12	18
Kilby	4-1-60	21	6	12
Leisering	3-1-46	3	15	18
Marx	4-1-52	9	12	21
Nickles	12-1-58			
Pekarske	2-22-47	12	15	18
Recker	11-1-56	57	15	24
Soper	11-1-56	15	9	24
Weaver	6-7-58	21	9	24

Detectives

Bosch	9-16-60	3	6	9
Brux	4-3-53	3	12	15
Jirschele	1-1-56	15	9	24
List	10-16-57	3	9	12
McIntire	4-16-63	36	6	24
Nettekoven	4-1-60	15	6	21
Parker	8-16-63	3	3	6
VanNunen	7-1-64	6	3	9

Cruiser Drivers

Amerson	8-29-66	6	3	9
Arft	4-12-53			
Behrent	10-9-65	9	3	12
Berglund	10-9-65	33	3	24
Bork	4-2-56			
Breen	10-9-65	27	3	24
Christianson	10-9-65	12	3	12
DeBruin	10-1-52			
DeGuire	11-20-67	21	3	24

<u>NAME</u>	<u>Date Hired</u>	<u>Total School Credits</u>	<u>Longevity Credits</u>	<u>Credits Paid 1973</u>
<u>Cruiser Drivers</u> (Continued)				
Dittmar	9-16-60	3	6	9
Gitter	4-1-60	15	6	12
Head	4-1-60	9	6	15
Herman	8-29-66	3	3	6
Iversen	10-23-65	15	3	18
Jagaditsch	2-13-67	12	3	12
Kabat	11-1-49	3	12	12
LeClair	6-19-62	12	6	18
Mader	4-16-63			
Masaros	8-16-63	36	6	24
Nitzband	4-1-60			
Peirson	5-7-66			
Phillips	10-9-65	9	3	12
Pownell	10-9-65	6	3	9
Reeck	5-8-67	21	3	24
Steward	4-16-63	36	3	24
Tauber	5-8-67	30	3	24
Tomashek	7-24-67	66	3	24
Torbeck	2-13-67	6	3	9
Trever	2-13-67	12	3	15
VanderWyst	10-2-50	18	12	24
VanStippen	7-1-64	3	3	6
Yunk	5-8-67	18	3	21
Zuleger	11-20-67	18	3	18
<u>Patrolmen</u>				
Boers	4-13-70	6		6
Carpenter	10-27-69			
Desmond	3-30-70	21		18
Fuhrman	10-27-69	30		24
Kriewaldt	5-5-69	18		12
Leinbach	3-4-68	15	3	18
Mitchell	3-4-68			
Moderson	3-30-70	9		9
Nelson	3-4-68	9	3	9
Roehl	3-4-68	6		6

<u>NAME</u>	<u>Date Hired</u>	<u>Total School Credits</u>	<u>Longevity Credits</u>	<u>Credits Paid 1973</u>
<u>Patrolmen</u> (Continued)				
Sahr	4-7-69	3		3
Stehula	8-31-70	12		12
Witczak	5-4-70	27		18
Wittrock	10-27-69			
Wouters	3-4-68	3		3
<u>Patrolmen-EEA</u>				
Gibson	1-3-72	15		6
Krueger	1-3-72	9		6
Raether	1-12-72	39		6
Voster	1-3-72	15		6

22. The following table shows the Maximum Monthly Amount payable for Professional Improvement in the cities of Beloit, Fond du Lac, Oshkosh, Kenosha, Neenah, Menasha and Appleton at present and Appleton under the proposed program:

City Exhibit F

PROFESSIONAL IMPROVEMENT PROGRAM

<u>City</u>	<u>Maximum Monthly Amount Payable</u>
Beloit	\$55.25
- Fond du Lac	\$60.00
Oshkosh	\$60.00
Kenosha	\$50.00
Neenah	No maximum
Menasha	No maximum
Appleton - Present	No maximum
Appleton - Prosposed	\$60.00

(City Exhibit F)

23. Other miscellaneous provisions found in Contracts from mentioned other cities are listed on City Exhibit G, shown below:

City Exhibit G

Miscellaneous Provisions

1. Shift Differential

Four of the cities provide shift differential pay. If these are applied to the Appleton schedule, additional payment would be made under these contracts as follows:

Fond du Lac	\$ 8.61 per month
Menasha	12.58 per month
Neenah	8.61 per month
Green Bay	11.82 per month

2. Green Bay pays 90% of the premium for family hospital insurance coverage. The rest of the cities pay 100%. Based on 71 family plans at \$51.54 per month, an Appleton policeman under the Green Bay contract would pay an average of \$4.94 per month. (71 x \$5.15 ÷ 74)

3. Green Bay and Oshkosh establish maximum amounts to be paid by the City for Wisconsin Retirement Fund. Based on these maximums, Appleton policemen working under these contracts would pay the following average monthly amounts:

Green Bay	\$1.31
Oshkosh	.92

4. Menasha pays a portion of life insurance premiums while the rest of the cities pay 100%. An Appleton policeman under the Menasha contract would pay an additional \$1.96 for such coverage.

24. Hours worked is in contention, so the following tables from City Exhibit H indicate the number of hours worked in Appleton compared with the number of hours worked by police officers in other nearby cities. Page 2 of the Exhibit shows the back-up calculations for the information on page 1. Pages 3, 4 and 5 show the number of vacation days similar positions would receive in Appleton and five nearby cities.

HOURS WORKED

	<u>Appleton</u>	<u>Oshkosh</u>	<u>Neenah</u>	<u>Menasha</u>	<u>Fond du Lac</u>	<u>Green Bay</u>
Scheduled Hours	2,042.64	2,007.47	2,048.84	2,026.94	2,007.47	2,031.81
Less: Holidays	64.00	64.00	64.00	72.00	68.00	68.00
Less: Vacations	<u>118.40</u>	<u>117.60</u>	<u>115.20</u>	<u>115.20</u>	<u>112.00</u>	<u>141.60</u>
	1,860.24	1,825.87	1,869.64	1,839.74	1,827.47	1,822.21
1973 Offer	<u>-24.00</u>					
	1,836.24					

CALCULATION OF SCHEDULED HOURS WORKED

Appleton 1972
 5-2-5-3 schedule = 243.33 days per year + 12
 pay back days = 255.33
 $255.33 \times 8 = 2,042.64$

Oshkosh
 5-2-5-3 schedule = 243.33 days per year
 243.33×8.25 hours per day = 2,007.47 per year

Nenah
 6-3 schedule = 243.33 days per year
 243.33×8.42 hours per day = 2,048.84 per year

Menasha
 5-2-5-3 schedule = 243.33 days per year
 243.33×8.33 hours per day = 2,026.94 per year

Fond du Lac
 5-2-5-3 schedule = 243.33 days per year
 243.33×8.25 hours per day = 2,007.47 per year

Green Bay
 5-2-5-3 schedule = 243.33 days per year
 243.33×8.35 hours per day = 2,031.81 per year

15 min
 398.15
 398.15

Vacation Days

<u>NAME</u>	<u>Appleton</u>	<u>Oshkosh</u>	<u>Neenah</u>	<u>Menasha</u>	<u>Fond du Lac</u>	<u>Green Bay</u>
<u>Sergeants</u>						
Breckenridge	25	20	20	20	20	27
Cotter	15	15	15	15	15	18
Denny	25	20	20	20	20	27
Forster	25	25	20	20	20	27
Helms	20	20	20	20	18	24
Jackson	25	25	20	20	20	27
Kilby	15	15	15	15	15	18
Leisering	25	25	25	25	20	27
Marx	25	20	20	20	20	27
Nickles	20	20	20	20	18	18
Pekarske	25	25	25	25	20	27
Recker	20	20	20	20	18	24
Soper	20	20	20	20	18	24
Weaver	20	20	20	20	18	18
Total	305	290	280	280	260	333
<u>Detectives</u>						
Bosch	15	15	15	15	15	18
Brux	25	20	20	20	20	27
Jirschele	20	20	20	20	18	24
List	20	20	20	20	18	24
McIntire	15	15	15	15	15	18
Nettekoven	15	15	15	15	15	18
Parker	15	15	15	15	15	18
VanNunen	15	15	15	15	15	18
Total	140	135	135	135	131	165
<u>Cruiser Drivers</u>						
Amerson	10	10	10	10	10	18
Arft	25	20	20	20	20	27
Behrent	15	15	15	15	15	18
Berglund	15	15	15	15	15	18
Bork	20	20	20	20	18	24
Breen	15	15	15	15	15	18
Christianson	15	15	15	15	15	18
DeBruin	25	20	20	20	20	27
DeGuire	10	10	10	10	10	12

Vacation Days

<u>NAME</u>	<u>Appleton</u>	<u>Oshkosh</u>	<u>Neenah</u>	<u>Menasha</u>	<u>Fond du Lac</u>	<u>Green Bay</u>
<u>Cruiser Drivers</u>						
(Continued)						
Dittmar	15	15	15	15	15	18
Gitter	15	15	15	15	15	18
Head	15	15	15	15	15	18
Herman	10	10	10	10	10	18
Iversen	15	15	15	15	15	18
Jagoditsch	10	10	10	10	10	12
Kabat	25	25	20	20	20	27
LeClair	15	15	15	15	15	18
Mader	15	15	15	15	15	18
Masaros	15	15	15	15	15	18
Nitzband	15	15	15	15	15	18
Peirson	10	10	10	10	10	18
Phillips	15	15	15	15	15	18
Pownell	15	15	15	15	15	18
Reeck	10	10	10	10	10	12
Steward	15	15	15	15	15	18
Tauber	10	10	10	10	10	12
Tomashek	10	10	10	10	10	12
Torbeck	10	10	10	10	10	12
Trever	10	10	10	10	10	12
VanderWyst	25	25	20	20	20	27
VanStippen	15	15	15	15	15	18
Yunk	10	10	10	10	10	12
Zuleger	10	10	10	10	10	12
Total	480	470	460	460	458	582
<u>Patrolmen</u>						
Boers	10	10	10	10	10	12
Carpenter	10	10	10	10	10	12
Desmond	10	10	10	10	10	12
Fuhrman	10	10	10	10	10	12
Kriewaldt	10	10	10	10	10	12
Leinbach	10	10	10	10	10	12
Mitchell	10	10	10	10	10	12
Moderson	10	10	10	10	10	12
Nelson	10	10	10	10	10	12
Roehl	10	10	10	10	10	12

Vacation Days

<u>NAME</u>	<u>Appleton</u>	<u>Oshkosh</u>	<u>Neenah</u>	<u>Menasha</u>	<u>Fond du Lac</u>	<u>Green Bay</u>
<u>Patrolmen</u> (Continued)						
Sahr	10	10	10	10	10	12
Stehula	10	10	10	10	10	12
Witczak	10	10	10	10	10	12
Wittrock	10	10	10	10	10	12
Wouters						
Total	150	150	150	150	150	180
<u>Patrolmen-EEA</u>						
Gibson	5	10	10	10	10	12
Krueger	5	10	10	10	10	12
Raether	5	10	10	10	10	12
Voster	5	10	10	10	10	12
Total	20	40	40	40	40	48
 Total Patrol & Cruiser Drivers						
	650	660	650	650	648	810
Ave.	12.5	12.7	12.5	12.5	12.5	15.6
 Total Patrol, Cruiser Drivers, Sergeants & Detectives						
	1,095	1,085	1,065	1,065	1,039	1,308
Ave.	14.8	14.7	14.4	14.4	14.0	17.7

25. The Average Scheduled Weekly Hours for Appleton police department employees and Appleton City Hall employees are compared with similar groups in Oshkosh, Neenah, Menasha, Fond du Lac and Green Bay in City Exhibit I:

City Exhibit I

AVERAGE SCHEDULED WEEKLY HOURS

	<u>Police Department</u>	<u>City Hall</u>
Appleton (1972)	39.3	40.0
(City Proposal-1973)	38.8	
Oshkosh	38.6	37.5
Neenah	39.4	37.5
Menasha	39.0	37.5
Fond du Lac	38.6	35.7
Green Bay	39.1	37.5

(City Exhibit I)

26. City Exhibit J indicates the value of the total package offered by the City of Appleton as a percent of Base Pay, in terms of 1973 settlements for other groups of employees in the City of Appleton:

CITY OF APPLETON

Value of Total Package as a Per Cent of Base Pay

1973 Settlements

Firefighters Local #257	98 members - - 4.5%
Police Supervisory Unit	8 members - - 5.2%
City Hall Employees (AFSCME)	38 members - - 5.2%
Waste Water Employees (AFSCME)	17 members - - 5.1%
Non Represented Employees	55 employees - 5.2%

See procedure

(City Exhibit J)

27. City Exhibit K is a copy of the April, 1973 report of the Department of Industry, Labor and Human Relations in cooperation with the Bureau of Labor Statistics, U.S.D.L., and shows the manufacturing employment in Wisconsin, and selected Areas of the State, Estimated Employees, Earnings and Hours for the months of March and April, 1973. Page 2 of City Exhibit K shows a comparison of Police Average Weekly Wages and Average Weekly Wages of Production Workers in Appleton and three nearby cities.

NONAGRICULTURAL EMPLOYMENT IN WISCONSIN AND SPECIFIED AREAS (1)
TOTAL ESTIMATED EMPLOYEES IN NONAGRICULTURAL ESTABLISHMENTS SHOWN BY INDUSTRY DIVISION (2)

YEAR AND MONTH	TOTAL	MANUFACTURING	MINING	CONSTRUCTION	TRANSP. AND PUBLIC UTIL.	TRADE	FINANCE	SERVICE AND MISC.	GOVERNMENT
NUMBER OF WORKERS - IN THOUSANDS									
WISCONSIN									
1972 - APR...	1,539.5	479.3	2.3	55.2	79.9	337.2	63.0	245.0	277.7
1973 - MAR...	1,589.4	507.9	2.1	57.5	81.4	344.2	65.3	250.8	280.1
- APR...	1,602.9	508.9	2.3	58.1	82.3	350.8	66.0	253.8	280.7
MILWAUKEE METROPOLITAN AREA (MILW.-OZAUKEE-WAUKESHA-WASHINGTON COUNTIES)									
1972 - APR...	566.3	192.9	(A)	18.9	30.1	122.4	29.0	97.1	76.0
1973 - MAR...	581.0	202.0		21.1	30.7	124.0	29.4	96.9	76.9
- APR...	581.6	201.3		21.0	30.8	124.8	29.6	97.2	76.9
APPLETON-OSHKOSH METROPOLITAN AREA (CALUMET-WINNEBAGO-OUTAGAMIE COUNTIES)									
1972 - APR...	98.9	38.1	(A)	3.4	4.2	20.5	3.7	14.6	14.3
1973 - MAR...	102.1	40.8		3.7	4.4	20.3	3.7	14.9	14.3
- APR...	103.3	41.1		3.7	4.3	20.5	3.8	15.3	14.5
RACINE METROPOLITAN AREA (RACINE COUNTY)									
1972 - APR...	55.7	24.5	(A)	1.5	2.0	10.0	1.5	8.4	7.8
1973 - MAR...	58.4	26.4		1.6	2.0	10.2	1.5	8.7	8.0
- APR...	58.8	26.4		1.6	2.0	10.5	1.5	8.8	8.0
GREEN BAY METROPOLITAN AREA (BROWN COUNTY)									
1972 - APR...	56.5	16.2	(A)	2.5	4.7	14.3	1.6	9.3	7.9
1973 - MAR...	59.4	17.5		2.7	4.8	14.7	1.6	9.9	8.3
- APR...	59.7	17.6		2.7	4.8	14.9	1.6	9.9	8.2
MADISON METROPOLITAN AREA (DANE COUNTY)									
1972 - APR...	125.0	15.4	(A)	5.6	5.2	26.4	6.8	19.2	46.5
1973 - MAR...	128.1	15.8		5.5	5.1	26.7	7.2	20.0	47.7
- APR...	129.1	15.8		5.8	5.1	27.0	7.3	20.5	47.6
KENOSHA METROPOLITAN AREA (KENOSHA COUNTY)									
1972 - APR...	36.0	15.2	(A)	1.2	1.3	6.5	0.7	5.9	5.2
1973 - MAR...	39.1	17.4		1.1	1.2	6.8	0.7	6.4	5.5
- APR...	39.5	17.8		1.1	1.2	7.0	0.7	6.3	5.4
LA CROSSE COUNTY									
1972 - APR...	30.1	7.7	(A)	1.1	2.2	7.3	0.7	6.1	5.0
1973 - MAR...	31.4	8.3		1.1	2.2	7.6	0.7	6.4	5.0
- APR...	31.5	8.3		1.1	2.2	7.8	0.7	6.4	5.0

(1) THESE EMPLOYMENT ESTIMATES INCLUDE ALL FULL AND PART-TIME WAGE AND SALARY WORKERS IN NONAGRICULTURAL ESTABLISHMENTS. PROPRIETORS, SELF-EMPLOYED PERSONS, DOMESTIC SERVANTS, UNPAID FAMILY WORKERS, AND PERSONNEL OF THE ARMED FORCES ARE EXCLUDED.

(2) REVISED AND ADJUSTED TO EMPLOYMENT LEVELS OF 1ST QUARTER OF 1972.

(A) INCLUDED IN SERVICE AND MISCELLANEOUS.
NOTE: CURRENT MONTHLY DATA ARE PRELIMINARY.

**Manufacturing Employment in Wisconsin, and Selected Areas of the State
Estimated Employes, Earnings and Hours - April 1973**

AREA COVERED	ALL EMPLOYES (THOUS.)			PRODUCTION WORKER AVERAGES								
	NUMEER APR. 1973	NET CHANGE FROM		AVERAGE WEEKLY EARNINGS			AVERAGE WEEKLY HOURS			AVERAGE HOURLY EARNINGS		
		A MONTH AGO	A YEAR AGO	APR. 1973	MAR. 1973	APR. 1972	APR. 1973	MAR. 1973	APR. 1972	APR. 1973	MAR. 1973	APR. 1972
WISCONSIN TOTAL	508.9	+ 1.0	+ 29.6	\$173.62	\$183.08	\$168.59	39.2	41.9	41.1	\$4.43	\$4.37	\$4.10
SELECTED AREAS												
APPLETON-OSHKOSH (CALUMET-WINNEBAGO-OUTAGAMIE)**	41.1	+ 0.3	+ 3.0	174.45	179.34	166.89	41.7	43.1	42.2	4.18	4.16	3.95
BELDIT (CITY)	6.6	0	+ 0.7	163.20	174.43	151.11	40.4	42.8	40.8	4.04	4.07	3.70
FOND DU LAC (CITY)	8.0	0	+ 0.7	190.80	194.10	179.79	41.2	42.1	41.9	4.63	4.61	4.30
GREEN BAY (BROWN COUNTY)*	17.6	+ 0.1	+ 1.4	173.89	181.14	167.05	40.8	42.7	42.3	4.26	4.24	3.95
JANESVILLE (CITY)	9.8	0	+ 0.4	206.05	199.28	195.10	39.6	40.5	40.9	5.21	4.92	4.78
KENOSHA (COUNTY)*	17.8	+ 0.4	+ 2.6	230.25	230.02	187.02	42.9	43.4	40.1	5.36	5.31	4.66
LA CROSSE (COUNTY)*	8.3	0	+ 0.7	131.89	140.72	127.92	36.6	40.0	39.2	3.60	3.51	3.27
MADISON (DANE COUNTY)*	15.8	0	+ 0.4	177.40	192.82	182.40	37.6	40.6	40.3	4.72	4.75	4.53
MANITOWOC (CITY)	8.5	+ 0.1	+ 0.6	155.26	165.30	157.61	39.4	42.4	42.2	3.94	3.90	3.73
MILWAUKEE (MILW.-OZAUKEE-WAUK.-WASH.)*	201.3	- 0.7	+ 8.4	186.05	199.18	181.43	38.3	42.0	40.9	4.86	4.75	4.44
ROSEMOUNT (COUNTY)*	26.4	- 0.1	+ 1.9	184.20	192.86	176.29	39.8	41.6	41.0	4.63	4.61	4.30
SHEBOYGAN (COUNTY)	17.2	+ 0.2	+ 1.0	154.71	177.05	163.39	37.1	42.4	41.5	4.17	4.17	3.94

*METROPOLITAN STATISTICAL AREAS ARE DEFINED BY THE OFFICE OF STATISTICAL STANDARDS, BUREAU OF THE BUDGET. CRITERIA FOR THEIR DEFINITION ARE AVAILABLE ON REQUEST.

NEW SERIES - ALL ESTIMATES ARE ADJUSTED TO EMPLOYMENT LEVELS OF 1ST QUARTER OF 1972.

NOTE: ALL CURRENT MONTH DATA ARE PRELIMINARY.

AVERAGE WEEKLY PAY

	<u>Police</u>	<u>April 1973 Production Workers</u>
Appleton - City Proposal	207.36	179.34
Oshkosh	206.70	179.34
Green Bay	203.54	181.14
Fond du Lac	211.57	194.10

(City Exhibit K)
Page 2.

28. City Exhibit L shows the value of the offers of the City of Appleton and the Association as a per cent of Base Pay:

VALUE OF OFFERS AS A PER CENT OF BASE PAY

1. Present Status

Average Salary = 834.88 per month = 10,018.56 per year

Work Schedule = 255.33 days per year

$(10,018.56 \div 255.33) \div 8 = \4.90 per hour

2. Association Offer

New Salary = 834.88 + 43.50 = 878.38 per month = 10,540.56 per year

Work Schedule = 243.33 days per year

+ 15 min resusc time

$(10,540.56 \div 243.33) \div 8 = \5.41 per hour

$\$5.41 - \$4.90 = \$.51 \div \$4.90 = 10.40\%$ (7%)

3. City Offer

New Salary = 834.88 + 30.00 = 864.88 per month = 10,378.56 per year

Work Schedule = 252.33 days per year

$(10,378.56 \div 252.33) \div 8 = \5.14

$\$5.14 - \$4.90 = \$.24 \div \$4.90 = 4.90\%$

(City Exhibit L)

29. Association Exhibit No. 1 presents on page 1 the daily schedule for Meter Maids, Sargeants, traffic police and detectives for the month of January, 1973. Page 2 shows the daily schedule for foot patrolmen, cruiser drivers and Lieutenants. The Legend for this exhibit should read:

O = Days off

A number = assigned area or beat.

Vertical lines = substitutions and changes (deviations from normal)

'Straight lines = vacations

O's scratched out = pay back days

Association Exhibits Numbers 2 through 6 outline the schedules in the same way for the months of February, March, April, May and June, 1973, with the months of May and June analyzed in depth by Officer Desmond.

Page 3 of Exhibit Number 5 and page 3 of Exhibit Number 6 show when pay back days were scheduled.

Association Exhibit Number 7 is a summary of how many pay back days occurred during the day shift.

JAN 1973
 1 Mo
 2 Tu
 3 We
 4 Th
 5 FR
 6 SA
 7 Su
 8 10
 9 Tu
 10 WE
 11 TH
 12 FR
 13 SA
 14 Su
 15 Mo
 16 Tu
 17 WE
 18 TH
 19 FR
 20 SA
 21 Su
 22 Mo
 23 Tu
 24 W
 25 TH
 26 FR
 27 SA
 28 Su
 29 Mo
 30 Tu
 31 WE
 2

RT RE BR IN BRD
 JANUARY, 1973

3	0	11	7	7	0	3	11
0	3	11	0	0	7	3	11
0	3	11	0	0	7	3	0
7	3	11	0	7	3	0	
7	3	0	11	11	7	0	3
7	3	0	11	11	7	0	3
7	0	3	11	11	0	7	3
7	0	3	11	11	0	7	3
0	0	3	11	11	7	3	
0	7	3	0	0	11	7	3
11	7	3	0	0	11	7	0
11	7	0	3	3	11	0	0
11	7	0	3	3	11	0	7
11	0	7	3	3	0	11	7
11	0	7	3	3	0	11	7
0	11	7	3	0	3	11	7
0	11	7	0	0	3	11	0
3	11	7	0	0	3	11	0
3	11	7	0	0	3	11	0
3	11	7	0	0	3	11	0
3	11	7	0	0	3	11	0
0	3	11	7	7	0	3	11
0	3	11	7	7	0	3	11
0	3	11	7	7	0	3	11
0	3	11	7	7	0	3	11
7	3	0	11	11	7	0	3
7	3	0	11	11	7	0	3
7	0	3	11	11	0	7	3
7	0	3	11	11	0	7	3

MADE
 LATER
 REVER

TRAFFIC

5	4	0	3	2	0	1	8	0	7	6	0
5	4	0	3	2	0	1	8	0	7	6	0
5	4	0	3	2	0	1	8	0	7	6	0
5	0	4	3	0	2	1	0	8	7	0	6
5	0	4	3	0	2	1	0	8	7	0	6
0	5	4	3	2	0	1	8	0	7	6	
0	5	4	0	3	2	0	1	8	0	7	6
0	5	4	0	3	2	0	1	8	0	7	6
6	5	0	4	3	0	2	1	0	8	7	0
6	5	0	4	3	0	2	1	0	8	7	0
6	5	4	0	3	2	0	1	8	0	7	
6	0	5	4	0	3	2	0	1	8	0	7
0	6	5	0	4	3	0	2	1	0	8	7
0	6	5	0	4	3	0	2	1	0	8	7
7	6	5	4	3	2	0	1	8	0		
7	6	0	5	4	0	3	2	0	1	8	0
7	6	0	5	4	0	3	2	0	1	8	0
7	0	6	5	0	4	3	0	2	1	0	8
7	0	6	5	0	4	3	0	2	1	0	8
8	7	0	6	5	0	4	3	0	2	1	0
8	0	7	6	5	4	3	2	0	1		
8	0	7	6	0	5	4	0	3	2	0	1
8	0	7	6	0	5	4	0	3	2	0	1
0	8	7	0	6	5	0	4	3	0	2	1
0	8	7	0	6	5	0	4	3	0	2	1
1	8	0	7	6	0	5	4	0	3	2	0

DETECTIVES

1	0	0	3	7	0	0	5	4			
1	0	0	3	7	7	0	5	4			
1	0	4	3	0	7	6	5	0			
0	2	4	3	0	7	6	5	0			
0	2	4	3	7	6	5	0				
1	2	4	0	3	7	6	0	5			
1	2	4	0	3	0	6	0	5			
1	2	0	4	3	0	0	6	5			
1	0	0	4	3	3	0	6	5			
1	0	5	4	0	3	7	6	5			
0	2	5	4	0	3	7	6	0			
0	2	5	4	0	3	7	6	0			
2	1	5	0	4	3	7	0	6			
2	1	5	0	4	3	7	0	6			
2	1	0	5	4	0	0	7	6			
2	0	0	5	4	0	0	7	6			
2	0	0	5	4	4	7	6				
2	0	6	5	0	4	3	7	0			
0	1	6	5	0	4	3	7	0			
0	1	6	0	5	4	3	0	7			
2	1	6	0	5	4	3	0	7			
2	1	6	0	5	0	3	0	7			
2	1	0	6	5	0	0	3	7			
2	0	0	6	5	5	0	3	7			
2	0	7	6	5	5	4	3	0			
0	2	7	6	0	5	4	3	0			
0	2	7	6	0	5	4	3	0			
0	2	7	0	6	5	4	0	3			
1	2	7	0	6	0	4	0	3			
1	2	0	7	6	0	0	4	3			
1	0	0	7	6	0	0	4	3			

MAKING
 ADD. EX. #1

FEB 1973	MILK MAIDS					Stry					TRAFFIC					DELETINGS				
	RT	RE	BR	AN	BEO	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
1 TH	4	0	3	2	1	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
2 FR	4	5	3	2	1	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
3 SA	0	4	3	2	1	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
4 SU	0	0	0	0	0	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
5 Mo	0	4	3	2	1	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
6 TH	1	4	3	2	0	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
7 F	1	4	3	0	2	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
8 TH	1	4	0	3	2	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
9 FR	1	4	5	3	2	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
10 SA	1	0	4	3	2	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
11 Su	0	0	0	0	0	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
12 Mo	1	0	4	3	2	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
13 TH	0	1	4	3	2	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
14 WE	2	1	4	3	0	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
15 TH	2	1	4	0	3	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
16 FR	2	1	4	5	3	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
17 SA	2	1	0	4	3	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
18 Su	0	0	0	0	0	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
19 Mo	2	1	0	4	3	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
20 TH	2	0	1	4	3	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
1 WE	0	2	1	4	3	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
2 TH	3	2	1	4	0	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
3 FR	3	2	1	4	5	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
4 SA	3	2	1	0	4	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
5 Su	0	0	0	0	0	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
6 Mo	3	2	1	0	4	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
7 TH	3	2	0	1	4	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
8 WE	3	0	2	1	4	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

Adhoc
Ex # 2

1973

	Foot Patrol
1 TH	10 11 0 12 13 0 1 2 0 3
2 FR	10 11 0 12 13 0 1 2 0 3
3 SA	10 11 0 12 13 0 1 2 3 3
4 SU	0 11 12 0 13 1 0 2 3 0
5 MO	0 11 12 0 13 1 0 2 3 0
6 TU	11 11 12 13 0 1 2 3 4
7 WE	11 0 12 13 0 1 2 0 3 4
8 TH	11 0 12 13 0 1 2 0 3 4
9 FR	11 12 0 13 1 0 2 3 0 4
10 SA	11 12 0 13 1 0 2 3 0 4
11 SU	0 12 13 1 2 3 3 4 0
12 MO	0 12 13 0 1 2 0 3 4 0
13 TU	0 12 13 0 1 2 0 3 4 5
14 WE	12 0 13 1 0 2 3 0 4 5
15 TH	12 0 13 1 0 2 3 0 4 5
16 FR	12 13 1 2 3 4 0 5
17 SA	12 13 0 1 2 0 3 4 0 5
18 SU	12 13 0 1 2 0 3 4 0 5
19 MO	0 13 1 0 2 3 0 4 5 0
20 TU	0 13 1 0 2 3 0 4 5 0
21 WE	13 0 1 2 3 4 0 5 6
22 TH	13 0 1 2 0 3 4 0 5 6
23 FR	13 0 1 2 0 3 4 0 5 6
24 SA	13 1 0 2 3 0 4 5 0 6
25 SU	13 1 0 2 3 0 4 5 0 6
26 MO	13 1 2 0 3 4 0 5 6 0
27 TU	0 1 2 0 3 4 0 5 6 0
28 WE	0 1 2 0 3 4 0 5 6 0
29 TH	1 0 2 3 0 4 5 0 6 7
30 FR	1 0 2 3 0 4 5 0 6 7
31 SA	1 2 0 3 4 0 5 6 0 7

MARCH, 1973

0 4 5 0 6 7 0 8 9 0
4 0 5 6 0 7 8 0 9 10
4 0 5 6 0 7 8 0 9 10
4 5 0 6 7 8 9 0 10
4 5 0 6 7 0 8 9 0 10
4 5 0 6 7 0 8 9 0 10
0 5 6 0 7 8 0 9 10 0
0 5 6 0 7 8 0 9 10 0
5 0 6 7 8 9 0 10 11
5 0 6 7 0 8 9 0 10 11
5 6 0 7 8 0 9 10 0 11
5 6 7 8 9 0 10 11 0
0 6 7 0 8 9 0 10 11 0
0 6 7 0 8 9 0 10 11 0
6 0 7 8 0 9 10 0 11 12
6 7 8 9 0 10 11 12
6 7 0 8 9 0 10 11 0 12
0 7 8 0 9 10 0 11 12 0
0 7 8 0 9 10 0 11 12 0
7 8 0 9 10 11 0 12 13
7 0 8 9 0 10 11 0 12 13
7 8 0 9 10 0 11 12 0 13
0 8 9 0 10 11 12 13 0
0 8 9 0 10 11 0 12 13 0

CRUISER

7 3 0 11 7 0 3 11 0 7
7 3 0 11 7 0 3 11 0 7
7 3 0 11 7 0 3 11 0 7
0 3 1 0 7 3 0 11 7 0
0 3 1 0 7 3 0 11 7 0
3 0 1 7 0 3 11 7 9
3 0 1 7 0 3 11 0 7 3
3 0 1 7 0 3 11 0 7 3
3 0 1 7 0 3 11 0 7 3
3 11 0 7 3 0 11 7 0 3
3 11 0 7 3 0 11 7 0 3
0 11 7 0 3 11 7 3 3
0 11 7 0 3 11 0 7 3 0
11 0 7 3 0 11 7 0 3 11
11 0 7 3 0 11 7 0 3 11
11 0 7 3 0 11 7 0 3 11
11 0 7 3 0 11 7 0 3 11
11 0 7 3 0 11 7 0 3 11
11 7 0 3 11 7 3 3 11
0 11 7 0 3 11 0 7 3 0
0 7 3 0 11 7 0 3 11
11 0 7 3 0 11 7 0 3 11
11 7 0 3 11 7 3 3 11
11 7 0 3 11 0 7 3 0 11
11 7 3 0 11 7 0 3 11 0
0 7 3 0 11 7 0 3 11 0
0 7 3 0 11 7 0 3 11 0
11 0 7 3 0 11 7 0 3 11 0
11 0 7 3 0 11 7 0 3 11 0
11 7 0 3 11 7 3 3 11
7 3 0 11 7 0 3 11 0 7
7 3 0 11 7 0 3 11 0 7
0 3 11 0 7 3 0 11 7 0
0 3 11 0 7 3 0 11 7 0
0 3 11 0 7 3 0 11 7 0
3 0 11 7 0 3 11 0 7 3 0
3 0 11 7 0 3 11 0 7 3 0
3 11 0 7 3 0 11 7 0 3 11
3 11 0 7 3 0 11 7 0 3 11
3 0 11 7 0 3 11 0 7 3 0
3 11 0 7 3 0 11 7 0 3 11
3 11 0 7 3 0 11 7 0 3 11
3 0 11 7 0 3 11 0 7 3 0
3 11 0 7 3 0 11 7 0 3 11

DRIVERS

3 0 11 7 0 3 11 0 7 3 0
3 0 11 7 0 3 11 0 7 3 11
3 11 0 7 3 0 11 7 0 3 11
3 11 0 7 3 0 11 7 0 3 11
3 11 7 0 3 11 0 7 3 0 11
0 11 7 0 3 11 0 7 3 0 11
0 11 7 0 3 11 0 7 3 0 11
11 0 7 3 0 11 7 0 3 11 0
11 0 7 3 0 11 7 0 3 11 0
11 7 0 3 11 7 3 3 11 7
11 7 0 3 11 0 7 3 0 11 7
11 7 0 3 11 0 7 3 0 11 7
0 7 3 0 11 7 0 3 11 0 7
0 7 3 0 11 7 0 3 11 0 7
7 0 3 11 7 3 3 11 7 0
7 0 3 11 0 7 3 0 11 7 0
7 3 0 11 0 7 3 0 11 7 0
7 3 0 11 7 0 3 11 0 7 3
0 3 11 7 3 0 11 7 0 3
0 3 4 0 7 3 11 7 3 3
3 0 11 7 0 3 11 0 7 3 0
3 0 11 7 0 3 11 0 7 3 0
3 11 7 3 0 11 7 0 3 11
3 11 0 7 3 0 11 7 0 3 11
3 11 0 7 3 0 11 7 0 3 11
0 11 7 0 3 11 0 7 3 0 11
0 11 7 0 3 11 0 7 3 0 11
11 0 7 3 0 11 7 0 3 11 0
11 0 7 3 0 11 7 0 3 11 0

LT's

11 3 7 0
11 3 7 0
0 3 7 11
0 3 7 11
3 0 7 11
3 0 7 11
3 7 0 11
3 7 0 11
3 7 11 0
3 7 11 0
0 7 11 3
0 7 11 3
7 0 11 3
7 0 11 3
7 11 0 3
7 11 0 3
7 11 3 0
7 11 3 0
0 11 3 7
0 11 3 7
11 0 3 7
11 0 3 7
11 3 0 7
11 3 0 7
11 3 7 0
11 3 7 0
11 3 7 0
11 3 7 0
11 3 7 11
11 3 7 11
3 0 7 11
3 0 7 11
3 7 0 11
3 7 0 11
22 23 23 22

MARCH, 1973

MTH	TRAFFIC HANDS					DAYS			MAX	COST	PROF					
	RT	RE	OR	AN	DO											
SU	0	0	0	0	0	3	0	11	9	9	0	3	11	7	X	0
MO	3	2	1	0	4	0	3	11	0	0	7	3	11	7	X	9
TU	3	2	0	1	4	0	3	11	0	0	9	3	0	7	X	9
WE	3	0	2	1	4	7	3	11	11	0	7	3	0	7	0	9
TH	0	3	2	1	4	7	3	0	11	11	7	0	3	7	X	9
FR	5	3	2	1	4	7	3	0	11	11	7	0	3	0	X	9
SA	4	3	2	1	0	7	0	3	11	11	0	7	3	0	X	0
SU	0	0	0	0	0	7	0	3	11	11	0	7	3	3	X	0
MO	4	3	2	1	0	0	7	3	11	11	7	3	3	3	X	3
TU	4	3	2	0	1	0	7	3	0	0	11	7	3	3	0	3
WE	4	3	0	2	1	11	7	3	0	0	11	7	0	3	0	3
TH	4	0	3	2	1	11	7	0	3	3	11	7	0	3	0	3
FR	4	3	2	1	4	11	7	0	3	3	11	0	7	0	X	3
SA	0	3	2	1	0	11	7	0	3	3	11	0	7	0	X	3
SU	0	0	0	0	0	11	0	7	3	3	0	11	7	0	X	0
MO	0	4	3	2	1	11	0	7	3	3	0	11	7	7	X	0
TU	1	4	3	2	0	0	11	7	0	3	3	11	7	7	X	9
WE	1	4	3	0	2	0	11	7	0	0	3	11	0	7	0	9
TH	1	4	0	3	2	3	11	7	0	0	3	11	0	7	0	9
FR	1	4	5	3	2	3	11	0	7	7	3	0	11	7	X	9
SA	1	0	4	3	2	3	11	0	7	7	3	0	11	0	X	9
SU	0	0	0	0	0	3	0	11	7	7	0	3	11	0	X	0
MO	1	0	4	3	2	3	0	11	7	7	0	3	11	3	X	0
TU	0	1	4	3	2	0	0	11	7	7	0	3	11	3	X	3
WE	2	1	4	3	0	0	3	11	0	0	7	3	0	3	0	3
TH	2	1	4	0	3	0	3	11	0	0	7	3	0	3	0	3
FR	2	1	4	5	3	7	3	11	11	11	7	0	0	3	0	3
SA	2	1	0	4	3	7	3	0	11	11	7	0	3	3	X	3
SU	0	0	0	0	0	7	3	0	11	11	7	0	3	0	X	0
MO	2	1	0	4	3	7	0	3	11	11	0	7	3	0	X	0

April 1973

TRAFFIC													
1	8	0	7	6	0	5	4	0	3	2	0		
1	8	0	7	6	0	5	4	0	3	2	0		
1	8	0	7	6	5	4	3	2	0				
1	0	8	7	0	6	5	0	4	3	0	2		
1	0	8	7	0	6	5	0	4	3	0	2		
1	8	7	6	5	4	0	3	2					
0	1	8	0	6	0	5	4	0	3	2			
0	1	8	0	6	0	5	4	0	3	2			
2	1	0	8	0	6	5	0	4	3	0			
2	1	0	8	0	6	5	0	4	3	0			
2	1	8	0	7	6	0	4	0	3				
2	0	1	8	0	7	6	0	4	0	3			
2	0	1	8	0	7	6	0	4	0	3			
0	2	1	0	8	7	0	6	0	4	3			
0	2	1	0	8	7	0	6	0	4	3			
3	2	0	1	8	0	7	6	0	5	4	3		
3	2	0	1	8	0	7	6	0	5	4	0		
3	2	0	1	8	0	7	6	0	5	4	0		
3	0	2	1	0	8	7	0	6	5	0	4		
3	0	2	1	0	8	7	0	6	5	0	4		
0	3	2	0	1	8	7	6	5	4				
0	3	2	0	1	8	0	7	6	0	5	4		
0	3	2	0	1	8	0	7	6	0	5	4		
4	3	0	2	1	0	8	7	0	6	5	0		
4	3	0	2	1	0	8	7	0	6	5	0		
4	0	3	2	0	1	8	7	6	0	5			
4	0	3	2	0	1	8	0	7	6	0	5		
0	4	3	0	2	1	0	8	7	0	6	5		
0	4	3	0	2	1	0	8	7	0	6	5		

Defectives													
1	0	0	5	4	0	0	7	6					
1	0	0	5	4	4	0	7	6					
1	0	6	5	0	4	3	7	0					
0	2	6	5	0	4	3	7	0					
0	2	6	0	5	4	3	0	7					
1	2	6	0	5	4	3	0	7					
1	2	6	0	5	0	3	0	7					
1	2	0	6	5	0	0	3	7					
1	0	0	6	5	5	0	3	7					
1	0	7	6	5	4	3	0						
0	1	7	6	0	5	4	3	0					
0	1	7	6	0	5	4	3	0					
2	1	7	0	6	5	4	0	3					
2	1	7	0	6	5	4	0	3					
2	1	7	6	0	4	3							
2	1	0	7	6	0	0	4	3					
2	0	0	7	6	6	0	4	3					
2	0	3	7	0	6	5	4	0					
0	1	3	7	0	6	5	4	0					
0	1	3	7	6	5	4							
2	1	3	0	7	6	5	0	4					
2	1	3	0	7	0	5	0	4					
2	1	0	3	7	0	0	5	4					
2	0	0	3	7	9	0	5	4					
2	0	4	3	0	7	6	5	0					
0	2	4	3	0	7	6	5	0					
0	2	4	0	3	9	6	0	5					
1	2	4	0	3	0	6	0	5					
1	2	0	4	3	0	0	6	5					

Ad hoc
Exp #4

57

April 1973

Foot Patrol

April, 1973

CRUISER

DRIVERS

Lt's

1 SU	1 2 0 3 4 0 5 6 0 7	8 0 9 10 0 11 12 0 13 1	13	0 11 0 7 3 0 11 7 0 3	11 0 7 3 0 11 7 0 3 11 0	3 7 0 11
2 Mo	1 2 0 3 4 0 5 6 0 7	8 0 9 10 0 11 12 0 13 1		3 11 0 7 3 0 11 7 0 3	11 7 0 3 11 0 7 3 0 11 7	3 7 11 0
3 Tu	0 2 3 0 4 5 0 6 7 0	8 8 0 10 11 0 12 13 1	13	0 11 7 0 3 11 0 7 3 0	11 7 0 3 11 0 7 3 0 11 7	3 7 11 0
4 WE	0 2 3 0 4 5 0 6 7 0	8 9 0 10 11 0 12 13 0 1	3 11	0 11 7 0 3 11 0 7 3 0	11 7 0 3 11 0 7 3 0 11 7	0 7 11 3
5 TH	2 3 4 0 5 6 0 7 8	8 9 0 10 11 0 12 13 0 1	2 11 3	1 11 7 0 3 11 7 0 3 11	0 7 3 0 11 7 0 3 11 0 7	0 11 3
6 FR	2 0 3 4 0 5 6 0 7 8	0 9 10 0 11 12 0 13 1 0	3	0 7 3 0 11 7 0 3 11	0 7 3 0 11 7 3 11 0 7	7 0 11 3
7 SA	2 0 3 4 5 5 6 7 7 8	0 9 10 0 11 12 0 13 1 0	5 7	1 0 7 3 0 11 7 0 3 11	7 0 3 11 0 7 3 0 11 7 0	7 0 11 3
8 Su	2 3 0 4 5 0 6 7 0 8	9 0 10 11 0 12 13 1 2	13	1 7 0 3 11 0 7 3 0 11	7 0 3 11 0 7 3 0 11 7 0	7 11 0 3
9 Mo	2 3 0 4 5 0 6 7 0 8	9 0 10 11 0 12 13 0 1 2	11	1 7 0 3 11 0 7 3 0 11	7 3 0 11 7 0 3 11 7 3	7 11 0 3
10 Tu	2 3 4 0 5 6 0 7 8 0	9 0 10 11 0 12 13 0 1 2	2 11	0 7 3 0 11 7 3 11 0	7 3 0 11 7 0 3 11 0 7 3	7 11 3 0
11 WE	0 3 4 0 5 6 0 7 8 0	9 10 0 11 12 0 13 1 0 2	11	0 7 3 0 11 7 0 3 11 0	7 3 11 7 0 3 11 0 7 3	11 3 0
12 TH	0 3 4 5 5 6 0 7 8 0	9 10 0 11 12 0 13 1 0 2	5 11	0 7 3 11 11 7 0 3 11 0	0 3 11 0 7 3 0 11 7 0 3	0 11 3 7
13 FR	3 0 4 5 0 6 7 0 8	9 10 11 0 12 13 0 1 2 3	9 2	7 0 3 11 0 7 1 0 11 7	0 3 11 0 7 3 0 11 7 0 3	0 11 3 7
14 SA	3 0 4 5 0 6 7 0 8	0 10 11 0 12 13 0 1 2 0	11 3	7 0 3 11 0 7 3 0 11 7	3 3 11 7 0 3 11 7 3 0	11 0 3 7
15 Su	3 4 0 5 6 0 7 8 0	0 10 11 0 12 13 0 1 2 0	5 11	7 3 3 11 7 0 3 11 7	3 0 11 7 0 3 11 0 7 3 0	11 0 3 7
16 Mo	3 4 0 5 6 0 7 8 0	10 0 11 12 0 13 1 0 2 3	11 3	7 3 0 11 7 0 3 11 0 7	3 0 11 7 3 3 11 0 7 3 11	11 3 0 7
17 Tu	3 4 5 5 6 7 7 8 0	10 0 11 12 0 13 1 0 2 3	5 7	7 3 0 11 7 3 3 11 0 7	3 11 0 7 3 0 11 7 0 3 11	11 3 0 7
18 WE	0 4 5 0 6 7 0 8 9 0	10 11 12 12 13 1 2 0 3	11 3	0 3 11 0 7 3 0 11 7 0	3 11 0 7 3 0 11 7 0 3 11	11 3 7 0
19 TH	0 4 5 0 6 7 0 8 9 0	10 11 0 12 13 0 1 2 0 3	3	0 3 11 0 7 3 0 11 7 0	0 11 7 0 3 11 0 7 3 11 11	11 3 7 0
20 FR	4 0 5 6 0 7 8 0 9 10	10 11 0 12 13 0 1 2 0 3	11	3 0 11 7 0 3 11 7 3	0 11 7 0 3 11 0 7 3 0 11	0 3 7 11
21 SA	4 0 5 6 0 7 8 0 9 10	0 11 12 0 13 1 0 2 3 0		3 0 11 7 0 3 11 0 7 3	0 11 7 0 3 11 0 7 3 0 11	0 3 7 11
22 Su	4 0 5 6 0 7 8 0 9 10	0 11 12 0 13 1 0 2 3 0		3 0 11 7 0 3 11 0 7 3	11 0 7 3 0 11 7 0 3 11 0	3 0 7 11
23 Mo	4 5 0 6 7 0 8 9 0 10	11 12 12 13 1 2 0 3 4	11 13	3 11 0 7 3 0 11 7 0 3	11 0 7 3 0 11 7 0 3 11 0	3 0 11
24 Tu	4 5 0 6 7 0 8 9 0 10	11 0 12 13 0 1 2 0 3 4		3 11 0 7 3 0 11 7 0 3	11 7 0 3 11 7 3 0 11 7	3 7 0 11
25 WE	0 5 6 0 7 8 0 9 10 10	11 0 12 13 0 1 2 0 3 4	10 2	0 11 7 0 3 11 0 7 3 3	11 7 0 3 11 0 7 3 0 11 7	3 7 0 11
26 TH	0 5 6 0 7 8 0 9 10 0	11 12 0 13 1 0 2 3 0 4		0 11 7 0 3 11 0 7 3 0	11 7 0 3 11 0 7 3 0 11 7	3 7 11 0
27 FR	0 5 6 0 7 8 9 10 0	11 12 0 13 1 0 2 3 0 4	9	11 11 7 0 3 11 0 7 3 0	0 7 3 0 11 7 0 3 11 0 7	3 7 11 0
28 SA	5 0 6 7 0 8 9 0 10 11	0 12 13 1 2 3 3 4 0	13 2	11 0 7 3 0 11 7 0 3 11	0 7 3 0 11 7 0 3 11 0 7	0 7 11 3
29 Su	5 0 6 7 0 8 9 0 10 11	0 12 13 0 1 2 0 3 4 0		11 0 7 3 0 11 7 0 3 11	7 0 3 11 0 7 3 0 11 7 0	0 7 11 3
30 Mo	5 6 0 7 8 0 9 10 10	0 12 13 0 1 2 0 3 4 0	10	11 7 0 3 11 0 7 3 0 11	7 0 3 11 0 7 3 0 11 7 0	7 0 11 3

April, 1973

34 30 36 3

Day	RE	OR	AN	DO	MARK	CUTTER	PREROLL	
TU	2	0	1	4	3	7	X	0
WE	0	2	1	4	3	7	X	9
TH	3	2	1	4	0	7	X	9
FR	3	2	1	4	5	7	0	9
SA	3	2	1	0	4	7	X	7
SU	0	0	0	0	0	7	X	9
Mo	3	2	1	0	4	7	X	0
TU	3	2	0	1	4	7	X	0
WE	3	0	2	1	4	7	X	3
TH	0	3	2	1	4	7	0	3
FR	5	3	2	1	4	7	0	3
SA	4	3	2	1	0	7	0	3
SU	0	0	0	0	0	7	X	3
Mo	4	3	2	1	0	7	X	3
TU	4	3	2	0	1	7	X	0
WE	4	3	0	2	1	7	X	0
TH	4	0	3	2	1	7	X	9
FR	4	5	3	2	1	7	0	9
SA	0	4	3	2	1	7	0	9
SU	0	0	0	0	0	7	X	9
Mo	0	4	3	2	1	7	X	9
TU	1	4	3	2	0	7	X	0
WE	1	4	3	0	2	7	X	0
TH	1	4	0	3	2	7	X	3
FR	1	4	5	3	2	7	0	3
SA	1	0	4	3	2	7	0	3
SU	0	0	0	0	0	7	0	3
Mo	1	0	4	3	2	7	X	3
TU	0	1	4	3	2	7	X	0
WE	2	1	4	3	0	7	X	0
TH	2	1	4	0	3	7	X	0

MAY 1973

RE	OR	AN	DO	MARK	CUTTER	PREROLL				
5	4	0	3	2	0	18	0	7	6	0
5	4	0	3	2	0	18	0	7	6	0
5	4	0	3	2	0	18	0	7	6	6
5	0	4	3	0	2	10	8	7	0	6
5	0	4	3	0	2	10	8	7	0	6
5	4	0	3	2	0	18	0	7	6	0
0	5	4	0	3	2	0	18	0	7	6
0	5	4	0	3	2	0	18	0	7	6
6	5	0	4	3	0	2	10	8	7	0
6	5	0	4	3	0	2	10	8	7	0
6	5	0	4	3	0	2	10	8	7	0
6	0	5	4	0	3	2	0	18	0	7
6	0	5	4	0	3	2	0	18	0	7
0	6	5	0	4	3	0	2	10	8	7
0	6	5	0	4	3	0	2	10	8	7
7	6	0	5	4	0	3	2	0	1	0
7	6	0	5	4	0	3	2	0	1	0
7	6	0	5	4	0	3	2	0	1	0
7	0	6	5	0	4	3	0	2	1	0
7	0	6	5	0	4	3	0	2	1	0
0	7	6	0	5	4	0	3	2	0	1
0	7	6	0	5	4	0	3	2	0	1
0	7	6	0	5	4	0	3	2	0	1
0	7	6	0	5	4	0	3	2	0	1
0	7	6	0	5	4	0	3	2	0	1
1	0	7	6	0	5	4	0	3	2	0

Super Disc	RE	OR	AN	DO	MARK	CUTTER	PREROLL		
1	0	0	4	3	0	0	6	5	8
1	0	0	4	3	3	0	6	5	8
1	0	5	4	0	3	7	6	0	8
0	2	5	4	0	3	7	6	0	8
0	2	5	4	3	7	6	6	0	0
1	2	5	0	4	3	7	0	6	0
1	2	5	0	4	0	7	0	6	0
1	2	0	5	4	0	0	7	6	9
1	0	0	5	4	4	0	7	6	9
1	0	6	5	4	3	7	0	9	9
0	1	6	5	0	4	3	7	0	9
1	6	0	5	4	3	0	7	0	0
2	1	6	0	5	3	0	7	0	0
2	1	6	5	0	3	7	8	8	8
2	0	0	6	5	0	3	7	8	8
2	0	7	6	0	5	4	3	0	8
0	1	7	6	0	5	4	3	0	8
0	1	7	0	6	5	4	0	3	8
2	1	7	0	6	5	4	0	3	0
2	1	7	0	6	0	4	0	3	0
2	1	0	7	6	0	0	4	3	9
2	0	0	7	6	6	0	4	3	9
2	0	3	7	0	6	5	4	3	9
0	2	3	7	0	6	5	4	0	9
0	2	3	0	7	6	5	0	4	0
1	2	3	0	7	0	5	0	4	0
1	2	0	3	7	0	0	5	4	8
1	0	0	3	7	0	0	5	4	8

No 3 days

444 1973 Foot Patrol

1 Tu	5 6 0 7 8 0 9 10 0 11
2 We	5 6 0 7 8 0 9 10 0 11
3 Th	0 6 7 0 8 9 0 10 11 0
4 Fr	0 6 7 0 8 9 0 10 11 0
5 SA	6 0 7 8 0 9 10 11 12
6 Su	6 0 7 8 0 9 10 0 11 12
7 Mo	6 0 7 8 0 9 10 0 11 12
8 Tu	6 7 0 8 9 0 10 11 0 12
9 We	6 7 0 8 9 0 10 11 0 12
10 Th	0 7 8 0 9 10 11 12 0
11 Fr	0 7 8 0 9 10 0 11 12 0
12 SA	7 8 0 9 10 0 11 12 13
13 Su	9 0 8 9 0 10 11 0 12 13
14 Mo	7 0 9 9 0 10 11 0 12 13
15 Tu	7 8 0 9 10 11 12 13
16 We	7 8 0 9 10 0 11 12 0 13
17 Th	7 8 0 9 10 0 11 12 0 13
18 Fr	0 8 9 0 10 11 0 12 13 0
19 SA	0 8 9 0 10 11 0 12 13 0
20 Su	8 0 9 10 11 12 0 13 1
21 Mo	8 0 9 10 0 11 12 0 13 1
22 Tu	8 9 0 10 11 12 0 13 1
23 We	8 9 0 10 11 0 12 13 0 1
24 Th	8 9 0 10 11 0 12 13 0 1
25 Fr	0 9 10 11 12 0 13 1 0
26 SA	0 9 10 0 11 12 0 13 1 0
27 Su	0 9 10 0 11 12 0 13 1 0
28 Mo	9 0 10 11 0 12 13 0 1 2
29 Tu	9 0 10 11 0 12 13 0 1 2
30 We	9 10 11 12 0 13 1 0 2
31 Th	9 10 0 11 12 0 13 1 0 2

MAY, 1973 No 3 days

May, 1973

12 0 13 1 0 2 3 0 4 5
12 0 13 1 0 2 3 0 4 5
12 13 1 2 3 4 0 5
12 13 0 1 2 0 3 4 0 5
0 13 1 0 2 3 0 4 5 0
13 1 2 3 4 0 5 6
13 1 2 0 3 4 0 5 6
13 1 0 2 3 0 4 5 0 6
0 1 2 3 4 0 5 6 0
0 1 2 0 3 4 0 5 6 7
1 0 2 3 0 4 5 0 6 7
1 0 2 3 0 4 5 0 6 7
2 2 0 3 4 0 5 6 0 7
1 2 0 3 4 0 5 6 0 7
1 2 0 3 4 0 5 6 7 0
0 2 3 0 4 5 0 6 7 0
0 2 3 0 4 5 6 7 0 8
0 3 4 0 5 6 0 7 8 0
0 3 4 0 5 6 7 0 8 0
3 0 4 5 0 6 7 0 8 9

CRUISER DRIVERS

11 7 0 3 11 0 7 3 0 11
11 7 0 3 11 0 7 3 0 11
0 7 3 0 11 7 0 3 11 0
0 7 3 0 11 7 0 3 11 0
7 0 3 11 7 0 3 11 7
7 0 3 11 0 7 3 0 11 7
7 3 0 11 7 0 3 11 0 7
7 3 0 11 7 0 3 11 0 7
0 3 11 0 7 3 11 7 0
0 3 11 0 7 3 0 11 7 0
3 0 11 7 0 3 11 0 7 3
3 0 11 7 0 3 11 0 7 3
0 3 11 0 7 3 11 7 0
0 3 11 0 7 3 0 11 7 0
3 0 11 7 0 3 11 0 7 3
3 0 11 7 0 3 11 0 7 3
3 11 0 7 3 11 7 0 3
3 11 0 7 3 0 11 7 0 3
3 11 0 7 3 0 11 7 0 3
0 3 11 0 7 3 11 7 0
0 3 11 0 7 3 0 11 7 0
3 0 11 7 0 3 11 0 7 3
3 11 0 7 3 11 7 0 3
3 11 0 7 3 0 11 7 0 3
0 11 7 0 3 11 0 7 3 0
11 7 0 3 11 0 7 3 0 11
11 7 0 3 11 0 7 3 0 11
11 7 0 3 11 0 7 3 0 11
0 11 7 0 3 11 0 7 3 0
11 7 0 3 11 0 7 3 0 11
11 7 0 3 11 0 7 3 0 11
0 7 3 0 11 7 0 3 11 0 7
0 7 3 0 11 7 0 3 11 0 7
7 0 3 11 0 7 3 0 11 7 0
7 0 3 11 0 7 3 0 11 7 0
7 3 0 11 7 0 3 11 7 0
7 3 0 11 7 0 3 11 7 0
0 7 3 0 11 7 0 3 11 0
0 7 3 11 0 7 3 0 11 7
7 0 3 11 0 7 3 0 11 7
7 3 0 11 7 0 3 11 7 0
7 3 0 11 7 0 3 11 0 7

No 3 days

AA or Ex #s

7 0 11 3
7 11 0 3
7 11 0 3
7 11 3 0
7 11 3 0
0 11 3 7
0 11 3 7
11 0 3 7
11 0 3 7
11 3 0 7
11 3 0 7
11 3 7 0
11 3 7 0
0 3 7 1
0 3 7 1
3 0 7 1
3 0 7 1
3 7 0 1
3 7 0 1
3 7 11 0
3 7 11 0
0 7 11 3
0 7 11 3
7 0 11 3
7 0 11 3
7 11 0 3
7 11 0 3
7 11 3 0
7 11 3 0
0 11 3 7
0 11 3 7
38 37 38 35

Exhibit no 5
Page 3
Foot patrol

Day of wk	* Payback	Day of wk	Payback
Thurs.	2	Wed.	30
Sat.	1	Fri	25
Tues	1	Tues.	22
Thurs	1	Sun	20
Sat.	1		
Sun.	1		
Tues	3		
	<u>10</u>		

10 Payback days first half of month.

Sun	2	Wed.	30
Tues.	1	Fri	25
Fri	2		
Wed.	3		
	<u>8</u>		

8 Payback days last half of month.

All but one payback on nights.
* Two men assigned to same beat.

✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
0	7	0	3	0	7	7	X	7		
0	7	0	0	3	11	7	X	9		
3	7	0	0	3	11	7	0	9		
3	0	7	7	3	0	7	X	9		
3	0	7	7	3	0	0	X	9		
3	0	11	7	7	0	3	X	0		
3	0	11	7	7	0	3	X	0		
3	0	11	7	7	0	3	X	3		
0	3	11	0	0	7	3	0	3		
0	3	11	0	0	7	3	0	3		
7	3	11	11	11	7	3	0	3		
7	3	0	11	11	7	0	X	3		
7	3	0	11	11	7	0	X	3		
7	0	3	11	11	0	7	X	0		
7	0	3	11	11	0	7	X	0		
0	7	3	11	0	11	7	X			
0	7	3	0	0	11	7	0			
11	7	3	0	0	11	7	0			
11	7	0	3	11	0	7	X			
11	0	3	11	11	7	0	X	0		
11	0	3	11	0	7	0	X	0		
0	11	7	3	0	11	7	X	3		
0	11	7	0	0	3	7	0	3		
0	11	7	0	0	3	7	0	3		
3	11	0	7	3	0	0	0	3		
3	11	0	7	3	0	0	X	3		
3	11	0	7	3	0	0	X	0		
3	0	11	7	3	0	0	X	0		
3	0	11	7	3	0	0	X	0		

✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
1	0	7	6	0	5	4	0	3	2	0
1	0	7	6	0	5	4	0	3	2	0
1	0	8	7	0	6	5	0	4	3	0
1	0	8	7	0	6	5	0	4	3	0
1	0	8	7	0	6	5	0	4	3	0
0	1	8	0	7	6	0	5	4	0	3
0	1	8	0	7	6	0	5	4	0	3
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2	1	0	8	7	0	6	5	0	4	3
2	1	0	8	7	0	6	5	0	4	3
2	0	8	0	7	6	0	5	4	0	3
2	0	8	0	7	6	0	5	4	0	3
0	2	0	8	7	0	6	5	0	4	3
0	2	0	8	7	0	6	5	0	4	3
3	2	0	1	8	0	7	6	0	5	4
3	2	0	1	8	0	7	6	0	5	4
3	2	0	1	8	0	7	6	0	5	4
3	0	1	0	7	0	6	5	0	4	
3	0	1	0	7	0	6	5	0	4	
0	3	2	0	1	8	0	7	6	0	5
0	3	2	0	1	8	0	7	6	0	5
4	3	0	1	0	8	7	0	6	5	0
4	3	0	1	0	8	7	0	6	5	0
4	0	3	2	0	1	8	0	7	6	0
4	0	3	2	0	1	8	0	7	6	0
0	4	3	0	2	1	0	7	0	6	5
0	4	3	0	2	1	0	7	0	6	5
5	4	0	2	0	1	8	0	7	6	0

✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
1	0	0	5	7	7	5	4	8		
1	0	4	3	0	7	6	5	0		
0	2	4	3	0	7	6	5	0		
0	2	4	3	0	7	6	5	0		
1	2	4	0	3	7	6	0	5		
1	2	4	0	3	7	6	0	5		
1	2	0	4	3	0	6	0	5		
1	0	0	4	3	3	0	6	5		
1	0	5	4	0	3	1	6	0		
0	1	5	4	0	3	1	6	0		
2	1	5	0	4	3	0				
2	1	0	4	4	0	0	7			
2	0	0	5	4	0	0	7			
2	0	0	5	4	4	0	7			
2	0	5	0	4	3	7	0			
0	1	5	0	4	3	7	0			
0	1	0	5	4	3	7	0			
2	1	0	5	4	3	0	7			
2	1	0	5	0	3	0	7			
2	1	0	6	5	0	0	3	7		
2	0	0	6	5	5	0	3	7		
0	2	7	6	0	5	4	3	0		
0	2	7	6	0	5	4	3	0		
0	2	7	6	0	5	4	3	0		
1	2	7	0	6	0	4	0	3		
1	2	7	0	6	0	4	0	3		
1	0	0	7	6	0	0	4	3		

No delay

Sept 1941

* Two men assigned to same boat.

12 Payback days last half of month.
 All payback days are on nights.

16	1	Sat.
17	1	Sun.
19	3	Tues.
22	1	Fri.
27	3	Sun.
26	1	Tues.
29	2	Fri.
<hr/>		
	12	

5 Payback days first half of month.

4	1	Mon.
9	1	Sat.
12	1	Tues.
14	2	Thur.
<hr/>		
	5	

Foot patrol
 * Payback
 Day of wk
 Page 3
 Exhibit 2.6

Postpaid = 1 pay week on
days in 1913.

Leave Allowed = 1 pay week
on days in 1913.

Demerits =

Nov - Dec 11 -	3 days	11-7
Dec - May 27 -	3 "	3-11
June - May 22 -	3 "	3-11
June - May 7 -	3 "	11-7

Retentions = Full pay

<u>Dec 11</u>	<u>Pay</u>
1 - Monday	5 - Sat (2)
4 - Monday	10 - Thurs.
13 - Wednesday	14 - Thurs.
19 - Wednesday	15 - Tues (2)
24 - Monday	25 - Fri
26 - Sunday	
29 - Friday	

W.H.C.
BY 7

POSITION OF THE ASSOCIATION

The issues between the parties are reasonably simple--not complex. The Function of Management proposals are merely matters of working. Neither is a work of art. It is suspected that this issue is here and part of the proposals simply we couldn't get together on other things. It is not a serious matter.

The alteration of the Professional Improvement Program, on the other hand, based on a maximum of 36 credits with a \$60. maximum per month is a very serious matter. This is regressive on the part of the City. The Association opposes any substantial decrease, or any attempt to alter limitations on credits. It is felt that this would defeat the purpose of the Professional Improvement Program, and that those people who are working for Associate Degrees, or intending to go beyond that to improve their professional status, would be very much less apt to have the incentive to obtain the expertise that was intended on that program, if limitations are put on credits. This would emasculate professional type programs.

The work schedule and the money issues are most serious. At present members are working under a 5-2, 5-3 work schedule with a monthly pay back day each month. We are asking for deletion of that pay back day and requesting a 5-2, 5-3 schedule with 15 minute resume time. We feel this is a significant and important police necessity so that officers, when they come to work, have the opportunity and time to adequately take care of preparing themselves to go out on their respective beats. It is not a matter of plugging in 15 minutes to have a full 12 days assessed against them. When we cost it up on a 5-2, 5-3 work schedule there would

be 24.3 fifteen day cycles in 365 days of the year. Members work ten days each cycle and, therefore, have a value of 243 theoretical days of work. (Altered some because of vacations, holidays, etc.) Subtract from this, because of vacations and holidays and 15 minutes on 243 days of work, $7\frac{1}{2}$ days in time which will have been earned back. If we drop the 12 pay back days there would be an actual reduction of work per year of approximately $4\frac{1}{2}$ days. If we calculate the actual earnings in our unit of the Appleton Police Department, we determine the cost of those $4\frac{1}{2}$ days to be \$181.56. Further, computing the salaries of all the members of the unit, we find a total average wage of \$12,613.91. Our base wage of \$833.67 annualizes to \$10,004.04. To that we then add the fringes: holidays, hospitalization, retirement, life insurance, clothing, vacations, school credits and longevity. That is the way we come up with \$12,613.91.

While we understand that the arbitrator would not necessarily be bound by the Presidential guidelines, and can make whatever award he sees fit to do, we have attempted to restrain our position in our request and have tried to fit ourselves within the framework of the Presidential guidelines of 5.5% of \$12,613.91, or \$693.77, which would be available for an annual increase. Taking the \$181.56 cost out for the $4\frac{1}{2}$ days, that would leave \$512.21 on an annual basis for each Officer, available under the 5.5% guidelines. This amount comes to \$42.68. Our last best offer was \$43.50, and the reduced work week. At this time for the record, the Association does hereby modify its last best offer to \$42.68 across the board increase for each officer. So that there is no uncertainty we are also, of course, requesting re-

troactivity. We are asking for retroactivity of \$42.68 per month.

I think this is the only contract in the City of Appleton that is not settled. The City has had the benefit of the funds for increases since the first of the year, so the increases will be less costly to them now than several months ago.

With respect to pay back days, since we are now into June, it is obviously very difficult to back up pay back 5 days. Our position is that since the pay back days were costed to us, and since they affect the 15 minute resume time, that we simply compute each individual officer's daily wage and pay him that in a lump sum for whatever period of time he has lost by eliminating the pay back. For uniformity, once we go past the first of the month, where some officers have given up pay back days, in the event the arbitrator's decision comes out before the end of the month that each member of the unit be paid in cash rather than meedle around with pay back days.

Our offer is intended to convey the point and to make it clear that we are requesting the retroactive pay and the pay for the pay back days in a lump sum to be paid as soon as the arbitrator sees fit to order the implementation of the decision. This will be a lump sum payment at whatever time the decision comes in.

With respect to the pay back date concept it is the Association's position that the pay back days are not going to cost the City the price of hiring additional men. One of the arguments, that appeared in our negotiations was that if you eliminate pay back days, the City is going to have to hire 12 additional officers. We submit that the way the schedule has been implemented

in the past pay back days were utilized primarily on night time shifts, have been plugged in haphazardly into the schedule, and very often officers do not know where they are going to work until they come in. The officer reports to work and doesn't know where he is to go. You may have two officers assigned to the same beat; sometimes the officer show up and they stick him in a squad car because he is there, has to work, and they have no other place to put him.

The schedule, as administered, shows no rhyme nor reason with respect to use of pay back days. I suggest that the morale of the Appleton Police Department is at a seriously low ebb. These men are very, very concerned. The history of negotiations has been that they have not settled their contract any time before the Contract is to go into effect. The settlement is always late. I am not saying this is any decision on the City's part, but the history of our negotiations. It started out with Mr. Lang, former personnel officer. Part of this was the negotiating process. Our men have been saying they should have had their increase in pay so they could use it. whatever changes to be made should have been maue.

The implementation of the pay back schedule is further evidence of the naphazardous of its implementation and the fact that it is not needed to provide the City of Appleton with law enforcement personnel. Sometimes they nave three sargeants working. Part and parcel of the fact that these men are down in morale, are upset, concerned and unhappy. When they work at the end of the month and they h-ve off the last two days of the month, they cannot plan beyond the first of the month. If

they want to go away for a 3-day vacation they can't go because it might be that their first day off starts on the first of the month. They can't go because no schedule is out, so they have to come back from wherever they are and check to see if they are going to be working that day. Then if they are off, they can leave. This is unfair. I attribute no bad faith on the part of the City. I simply suggest that this is an unworkable, untenable and unthinkable proposition to continue in this fashion. The City of Neenah has gone to a 6-3, 6-3 in their work schedule, with a 20 minute resume period. I represent the City of Neenah and I know that the administration over there is delighted with the resume time concept. It is working fantastically well for them. It gives Officers a chance to acclimate themselves and get out in the Street in a more total fashion. Menasha has this work schedule, so had Oshkosh, Kenosha and Green Bay and Fond du Lac. It predominates throughout this area.

It was clearly and distinctly understood last year when the 5-2, 5-3 concept was proposed for the year 1972 that we would be back next year for it and that pay back was only an interim step for the purpose of making an interim transition between the old schedule and the new 5-2, 5-3 work schedule. Frankly we were shocked by the City's position in refusing to consider the 5-2, 5-3

Mr. William Steward testified that he is taking courses under the Professional Improvement Program to give him a better knowledge of court procedures, report writing, physical evidence, finger-printing, laboratory practices, etc. The purpose is for

each Officer to improve himself, the quality of his service, his performance on the job and to keep abreast of the social situation, realizing that as the public gets better educated the Officer needs more education.

Officer Steward has 48 credits of schooling at Fox Valley Technical College, but is only being paid for 24 because he can only be paid for six credits per year. However, the City does pay his tuition, pay for his books and \$5.00 per three credits-- which Mr. Steward does not figure is a fair price and should be higher. About seven or eight other officers are in a similar position where they have more credits than they can be paid for. It was pointed out in the testimony that there is nothing magic about the 36 credit figure, which was based on a 36 credit requirement for an Associate Degree in Police Science, sometime in the past, but at present men are working toward bachelor and even Master degrees, which require many more than 36 credit hours. It was testified that the 36 credit limit cut the incentive to continue in school, yet it was testified that at least one city is hiring only people with Associate degree. No other cities in the area have a 36 credit limitation, but it was not mentioned that many cities still do not have any education Incentive Program except for Green Bay. The Outagamie Sheriff's Association has just one to some recognition of credits for pay purposes, according to the testimony of Mr. Steward, but there was no verification of this. It was felt by Mr. Steward that in-service training was meager and incomplete--six weeks training in Police Procedures at Fox Valley Technical Institute--although he had never attended it.

It was testified that the Appleton Association is considered a pioneer in this program and that they have worked long and hard to attain these benefits, some have been purchased by a dear price--giving up some substantial things for them.

Regarding the schedule, Mr. Steward testified that Green Bay, Menasha, Manitowoc, Oshkosh and Fond du Lac were on 5-2, 5-3 work schedule with no pay back, while Neenah was on 6-3, with three of the above operating with resume time. The City agreed.

Mr. Steward was asked if it has always been a problem that the individual officers did not know until the end of the month if he is going to be off the next month. He indicated that a policy was set up last year during negotiations as a step toward 5-2, 5-3. It was considered an interim step to try to make 5-2, 5-3 work and that the City could work along with the Association to make it work. But it hasn't worked at all and morale is low. Men are given the pay back day whenever the scheduler feels like it. The City agreed to talk to us, according to Mr. Steward, and led us to believe that they would settle on 5-2, 5-3 this year without any problem, but apparently this is not their attitude now. When asked if he had any evidence that the City committed itself to grant a 5-2, 5-3 work schedule this year with no pay back, Mr. Steward said there were three men in the room who could testify that the City led them to believe that it would be given this year. When asked why it wasn't in the contract, he replied that sometimes you consider a gentlemen's agreement as binding, but it doesn't always work out that way.

Mr. Steward went on to say that the value of resume time was that it gave the Officer an opportunity to review incidents and complaints and hit the street more fully prepared to get his job done. The present practice is for the officer to arrive 15 minutes early to review items with the shift commander and prepare himself, and then take a 30 minute lunch break in the middle of his shift. This break is rarely interrupted or interfered with because the desk sergeant tries to make other arrangements for any emergencies that occur during the break for lunch. The lunch break is on paid time, and the officer is on call, but at present the early arrival is not paid for, but is a custom of long standing.

At one time, it was testified, the Association talked about going to a 20 minute resume time, but realized the reduced work week would be an extra cost and decided not to do that because it was not a responsible position to take. However, Mr. Steward did not know the reason why this is so.

The City feels that resume time is a device to offset the 12 additional pay back days per year, and keep it within economic guidelines. However, Mr. Steward said the officers come in 15 minutes early now, so why should they use this as a device?

Mr. Steward testified that he was familiar with the pattern of settlements in the Fox River Valley and listed them as follows: Kaukauna, 6%; Neenah, 5.5%, Fond du Lac, 5.1%, Oshkosh, 5.0%, Manitowoc, 5.5%, Menasha, 5.5% and Green Bay 5.5%. However, he did not know the amount of the increase in dollars, nor did he know whether the percentages are based on total wages or base pay.

He also didn't know if resume time was included, or whether fringes were plugged in. He thought some cities like Racine, LaCrosse and Kenosha had settled outside the guidelines, but did not have any evidence.

Mr. Richard Desmond, patrolman and member of the Bargaining Committee, reviewed the work schedule for the Appleton Police Department for the first six months of 1973, and made up the Association Exhibits 1 through 7. Two months, May and June were studied in depth. On these schedules:

O = Days off.

A number = assigned area or beat.

Vertical lines = substitutions and changes (deviations from normal)

Straight lines = vacations

O's scratched out = pay back days

Sick days are not on the schedules. Circles and lines were placed by Mr. Desmond.

The schedules also show (with arrows) the occasions when the employee did not receive a three-day period off. The schedules are set up by Inspector Halley and normally one officer is assigned to each beat, but beats 5 and 11 on College Avenue sometimes have two officers assigned because of the number of young people sometimes on the avenue. This decision is at the discretion of the Lieutenant in charge.

Pay back days seem to cause a problem in scheduling both for the scheduler and for the officers scheduled. There are times when there are too many men available, or not enough vehicles for the men available. In winter time men are sometimes scheduled to beats where there is no place to walk, no place to eat and with

inadequate clothing for the type of work assigned. In addition, Mr. Desmond made a point of the fact that there was inadequate locker space for extra clothing, no showers and 'filthy' conditions. All of which was not denied by the City. In addition, pay back days were normally scheduled at night. Since January of 1973, one foot patrolman on one occasion was assigned to a pay back day on days--in April, and one in May. One cruiser-driver was assigned pay back on days on April 1.

Examples were given of three sergeants on a shift where there are normally two, as a result of pay back days. Careful study of the schedules indicate the irregularities in the scheduling of pay back days. There probably were reasons for this, but the City made no attempt to explain these. Again Mr. Desmond brought out the situation where a man may have off the last two days of the month, but the new schedule may schedule him for the first day of the new month, so he has to check in and can't leave for a three day period until the schedule comes out. However, the City pointed out that it was possible to check with the scheduler who could tell each man whether or not he was scheduled for the first day of the new monthly schedule.

Many illustrations were given of excess men on beats, duplications, extra assignments on Sunday nights, shortages of vehicles, lack of 3-day breaks, etc. The Association is questioning whether or not pay back days serve any legitimate purpose in providing extra protection to the citizens of Appleton. They question whether the elimination of pay back days would decrease police protection for the City, particularly considering the way

in which the schedules are set up and administered. Even when the City was short a patrolman for some time, nobody missed him.

The City pointed out that the crime rate is higher at night and most of the pay back assignments were in areas where a large number of the burglaries occur. It was pointed out that the City had not committed itself as to when pay back days would be assigned and that there were no restrictions on such assignments; the Association agreed. It was also pointed out that it is often desirable to have a Sergeant (Supervisor) on the Street when available. The City also pointed out, and the Association agreed, that no individual had been worked more hours than allowed in the Contract, and that all employees have received their normal days off. It would appear that the schedule is 5-2, 5-2, 5-3, and 6-2 when the pay back day is included.

POSITION OF THE CITY

The City's position is that the 5-2, 5-3 work schedule with no pay back days in the year does present an item of additional cost to the City. It views the 15 minute resume time as an effort on the part of the Association to offset the 12 additional days off, although the Association has denied it. The City's position is that by eliminating these 12 pay back days, there will be 12 fewer work days per year for every member of the bargaining unit. This represents an increased cost of 4.5% for the City. The City has recognized that the Association is interested in a change in the work schedule for the purpose of getting additional time off. It is for this purpose that the City has split its offer between base pay and additional time off. Our new offer is to eliminate

three of these pay back days, which in effect grants each employee three additional days off per year. We recognize that other cities have the 5-2, 5-3 schedule and we feel that this is a decision that must be made by the administration as to whether these men should work 8 hours, 15 minutes per day, or should have time off versus having additional patrols on the road, especially during evening hours--a high crime time. In reviewing hours worked per year, the City of Appleton is in a favorable position relative to hours worked per year when compared with other cities in this immediate area.

Relative to the Professional Improvement Program, the idea of limitation is not new. A number of cities have suggested a limitation. Reviewing the minutes and notes of previous negotiations, it is the intent of the city that such a limit should be imposed. The 36 credit limitation stems from a Police Administration course which includes 36 credits. This has been an item of negotiations for ever since this program has been implemented. It will not have any immediate effect on any employee of the Appleton Police Department. It will not cause any reduction in pay of any present employees. It will merely prevent this from escalating in the future to a point where it will become financially burdensome to the City.

The Function of Management clause, which the Association states is not a serious matter, the City feels that if the arbitrator were to award the suggested language of the Association's clause by incorporation of this language it might imply that the City has relinquished rights which are not specified in their proposal. The language proposed by the City is verbatim from

the Contract with the Appleton Fire Fighters Association. It is a Contract clause that is operating right now in the City of Appleton.

Relative to a salary increase, the Association has stated they attempted to stay within the federal guidelines in their proposal. I take exception to their statement, in that the calculation of 5.5% on what they say is the total average wage has not been reduced by qualified benefits as is required by the PH-3 form. In practice this amounts to an average of 15% according to Internal Revenue. So, even using the Union's argument of 5.5% they are over \$100. high on their package for the year. On the basis of 15% of \$693. this amount to approximately \$100. to \$105. The City's offer, as I mentioned earlier, is based on the combination of granting additional time off, as the men have asked for, plus an increase in pay. The amount of the additional time off, plus the across the board increase is equal to approximately 4.9% of the average base pay and this is completely in line with all other settlements that the City of Appleton has arrived at with its other bargaining units. The Association's offer we calculate to be 10.4%, which is completely inflationary and beyond any guidelines which have been established, and we would urge that it be rejected.

Earl W. Wolff, Chief of Police, testified that a department regulation was issued in 1958, prior to his coming to Appleton, wherein the then Chief informed all personnel that they should report to duty 10 minutes before starting time. This has been in effect since that time, and has not been changed. It is brought to the attention of all officers in recruit training at the station, indicating that they should report 10 minutes before starting time.

Chief Wolff also testified that if a call occurs when an employee is on lunch break, the procedure is that the dispatcher will call a man from another area rather than disturb a man on lunch, unless the situation is catastrophic in nature, for example, a big fire, or a murder, etc. The concept is that all men are subject to call at any time on lunch break.

On the matter of turnover Chief Wolff testified that since September, 1970, two people have left the Department: a Sergeant, who left to take a position with the Department of Social Service as a Juvenile Consultant, and one policewoman, whose husband graduated from college and took a position in DesPlaines, Illinois. There has been some discussion on why two additional people were not hired last year. The Chief explained that when the Department went to 5-2, 5-3 work schedule with 12 day pay back they computed the time they would not have men available and it came to 1.69 hours loss of patrol hours. This information was taken to the newly created committee called the 'Attrition Freeze Committee'. Any additions to staff had to be approved by this committee prior to hiring. This Committee was set up for the purpose of holding down taxes by taking advantage of attrition, to take \$180,000. out of the City budget.

Both times the above resignations occurred the Chief went before the Attrition Freeze Committee for replacement approvals. The first time he was turned down, but when the policewoman resigned the Committee felt that the position was significant and they authorized a replacement. She was hired in February, 1973. Then we promoted a man to fill the Sergeant vacancy, but left the patrolman vacancy unfilled. The Chief indicated that he felt he

had insufficient manpower in Appleton and pointed out that his Department was unique in that the Police Department budget in Appleton is less than the Fire Department budget--usually it is the reverse.

In response to a question the Chief explained that the majority of complaints in the day time hours would be concerned with social problems--not as great as the problems of night time hours when people drink, are under the influence, have family fights, etc., and when there are more burglaries, robberies, thefts, and assaults. Appleton does not have a significant number of murders, robberies, assaults and rapes. 78% of the crimes are thefts. Burglaries are 24%. There is a greater need for manpower in the evening and night time hours as it relates to crime. There are more traffic problems in the days, so he doesn't schedule traffic men around the clock as is the case with patrol-cruiser drivers.

In response to a question the Chief testified that while he was aware that lunch periods were sometimes irregular, he did not believe it was true that this was the rule rather than the exception.

Inspector John B. Gosch, who was involved in the scheduling process, was familiar with the criteria of assigning pay back days. He testified that he tried to place the men on pay back days in spots where they would do the Department the most good, generally, so that there were six men on duty. But it is impossible with the present schedule, due to 5-2, 5-3, to have more than five on regular schedule. Periodically a man would be picked up in the cruiser Division and have six there, but not too often. Most of the time running 4 or 5 man schedules in the Cruiser Division.

So in the 11-7 shift, where there is a shortage or where additional manpower could be used at night, the pay back days are scheduled. These are used to fill in where needed. With one man short in foot patrol, the Lieutenant in charge of operations has a directive to assign men anywhere we need them. The majority of schedules follow through on pattern of their schedule. The fact that the notations on the schedules (Association Exhibits Nos. 1-7) indicate that a man is coming in on a particular beat does not necessarily mean that he worked that same beat. The Lieutenant has the discretion to transfer a man where he is needed within the time frame of scheduled hours.

Appleton has not experienced an increase in crime rate or proportion of unsolved crimes. Assignment of men on pay back helped provide additional need coverage. Under question Mr. Gosch admitted that scheduling would be much easier if he didn't have to mess around with pay back.

It has been acknowledged by a number of witnesses that the 10 minute resume time has been a past practice. It has been acknowledged by the Association that our people do report in advance of their normal starting time. To say that this 10 minutes violated a law is negated by the other past practice of a paid lunch hour. Not counting one past practice I don't see how we can ignore the other.

The City's position is based on the fact that we have recognized the feelings of employees that they want more time off. Our Exhibits have shown that the City of Appleton is in line with other comparable cities in this area. We feel that the Association's offer is inflationary and will result in excessive cost to the City.

In response to a question from the arbitrator it was reported that there has been no formal dissatisfaction with the schedule. In 1972 they hoped to receive a 5-2, 5-3 schedule and that was resolved with the 5-2, 5-3 schedule with the 12 days pay back. The men don't like the schedule. Obviously from an administrative standpoint it is not the most desirable because obviously we do have men available to us at times when they perhaps might not be most desirably needed

ARGUMENT

The arbitrator is in sympathy with the length of time in which no Contract has been negotiated in 1973 and offers the suggestion that the parties consider bargaining for a two or three year agreement. Multiple year agreements seem to be the trend and are definitely the pattern in some areas of the State in Municipal Employment Relations. In recognition of the desire and the fact of such agreements, Wisconsin law was changed in November, 1971 from a provision that stated:

"Such agreement may include a term for which it shall remain in effect not to exceed one year." (111.70 (4) (1), 1969 Wis. Stats.)"

to the following statement in Section 111.70 (3)(a)4:

"The term of any collective bargaining agreement shall not exceed three years."

Multi-year contracts are also desirable so that the parties can be spared the present situation of being involved in almost continuous bargaining throughout twelve months of each year. One-year agreements give the parties little respite from the rigors and unrest of negotiations each year.

ISSUE: WAGES:

Using all the criteria listed in the Law for consideration and taking into consideration the evidence presented by both parties this arbitrator believes that the City's offer more nearly meets the guidelines established by the Labor-Management Advisory Committee to achieve moderate wage and benefit settlements within the framework of stabilization policies. This Committee sets forth a number of requirements for responsible wage behavior, including the following:

"Responsible wage behavior for the economy as a whole requires 'continuing stabilization in the average rate of wage and benefit increases (total compensation per-man-hour) in 1973 compared to 1972 so as to be consistent with the goal set by the President of setting the rate of inflation down to 2.5 percent or less by the end of the year."

"Responsible wage behavior requires an industrial relations 'climate' favorable to the settlement of collective bargaining negotiations . . . within the framework of stabilization policies."

"Responsible wage behavior is encouraged by collective bargaining agreements of more than a year's duration and in most situations the large front-loading that developed from the rapid inflation of recent years may not be appropriate in 1973 negotiations."

"Responsible wage behavior recognizes that if 1973 is to be a transitional year to a period without formal wage and price controls, with expanding employment and output, moderate wage behavior and correlate price behavior is essential in the months ahead."

(from Bureau of National Affairs)

In addition to the above, the arbitrator is charged with the responsibility to take into consideration in his Award and give weight to the specific items listed in Sub-Chapter IV, Municipal Employment Relations Act, Section 111.77(6), (a) through (h), which require the making of comparisons wage-wise and benefit-wise with

both the public and private sectors of the economy, as well as taking into consideration any such other factors which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

Both parties have made comparisons with the wages and benefits of other police departments in the area. In addition the City has made comparisons with other settlements within the City. It would appear that the offer by the City not only stays within the guidelines, but keeps wages well in line with other nearby communities.

ISSUE: SCHEDULE:

This issue appears to be of most important to the Association and its members. There is no question but that there has been a misunderstanding between the City and the Association, which may have been due to the change of principal negotiators. The City apparently has attempted to rectify the matter somewhat by going to the 5-2, 5-3 schedule, even though with 12 pay back days, and offering to go to 9 for 1973. It would also appear evident that scheduling of manpower could be improved to make better use of the men available. It also seems that the facilities for the Officers should be improved, cleaned up and perhaps better locker facilities provided.

ISSUE: FUNCTION OF MANAGEMENT CLAUSE

This issue should probably have been reserved for further negotiations, but under the circumstances the arbitrator has no option except to rule for the statement of the City.

ISSUE: PROFESSIONAL IMPROVEMENT PROGRAM

The evidence appears to show that the limitation offered by the City are in line with what other communities are doing. Further modifications should be negotiated between the parties. It should be pointed out, however, that money is rarely much of an incentive to a man who wants to learn to perform his job better. Other forms of incentive are equally or more important and might well be explored further by both parties.

CONCLUSION:

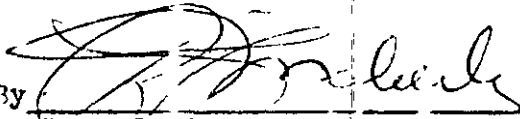
Based on the above facts, considerations and discussion, the arbitrator makes the following

DECISION AND AWARD

1. That the parties accept the proposal of the City covering 1973 wage increase of \$30. across the board.
2. That the proposed schedule offered by the City be accepted.
3. That the Function of Management clause proposed by the City be accepted,
4. That the Function of Management clause proposed by the City be incorporated in the 1973 Agreement.
5. That the Professional Improvement Limitation proposed by the City be incorporated by the parties in the 1973 Agreement

6. That all segments of this Award by consummated as of January 1, 1973, except wages which adjustment will take effect as of December 24, 1972.

Date: August 12, 1973

by 
Russell L. Koberly
Arbitrator 