

BEFORE  
RUSSELL L. MOBERLY  
Arbitrator

R. L. M.

JAN 28 1974

WISCONSIN EMPLOYMENT  
COMMISSION

IN THE MATTER OF THE PETITION OF THE

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CEDARBURG LAW ENFORCEMENT ASSOCIATION :  
 :  
Hereinafter referred to as :  
 "the Association" : DECISION AND AWARD  
 : Case VI, No. 16221, MIA-22,  
For Final and Binding Arbitration Involving : Decision No. 11617-A  
 Law Enforcement Personnel in the employ of the :  
 :  
CITY OF CEDARBURG :  
Hereinafter referred to as "the City" :  
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APPEARANCES:

For the Association:

- Michael A. Loduha for Gerald P. Boyle, Attorneys for the Association, 829 N. Marshall, Milwaukee, Wisconsin, 53202.
- Robert D. Shymanski, President, Cedarburg Law Enforcement Association, 1012 Wauwatosa Rd., Cedarburg, Wisconsin.
- R. L. Michalski, Vice President, CLEA, 271 S. Wilshire Dr., Cedarburg, Wisconsin.
- P. N. Jacobs, Sec-Treas., CLEA, 305 S. Westlawn Dr., Cedarburg, Wisconsin.
- James Brandenburg, President, Grafton Police Association, 1615 Dellwood Ct., Grafton, Wisconsin.
- David R. Boenm, Mequon Protective Police Association, 251 W. Walters Dr., Grafton, Wisconsin.
- James Jansen, Police Science Instructor, Milwaukee Area Technical College, 1015 N. 6th, Milwaukee, Wisconsin 53203.
- Harold Umhoefer, Mequon Protective Police Association, 11800 N. Vega Ave., Mequon, Wisconsin

For the City:

- Roger E. Walsh, Attorney, Peck, Brigden, Petajan, Lindner, Honzik & Peck, 700 N. Water St., Milwaukee, Wisconsin 53202.
- Wallace W. Hoffmann, Chief of Police, 355 N. 2nd Ave., Cedarburg, Wisconsin 53012.

## FINDINGS OF FACT

1. On November 13, 1972, the Cedarburg Law Enforcement Association filed a petition with the Wisconsin Employment Relations Commission to initiate Final and Binding Arbitration between itself and the City of Cedarburg, indicating that an impasse existed between the parties on "all issues as they relate to wages, hours and working conditions. Primarily wages, overtime, insurance, pension payments, and education benefits."

2. As a result of the above petition requesting the Wisconsin Employment Relations Commission to "initiate final and binding arbitration pursuant to Section 111.77(3) of the Municipal Employment Relations Act, hereinafter referred to as MERA, with regard to an alleged impasse existing between the parties with respect to wages, hours and working conditions of law enforcement personnel for the year 1973; that on December 8, 1972, the Commission, by John T. Coughlin, conducted an informal investigation on said petition, during which he attempted to mediate the issues existing between the parties; and that, however, the parties were unable to reach an accord with regard to said issues and remain at impasse with respect thereto." The Decision, issued February 15, 1973, is reproduced below:

STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

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 In the Matter of the Petition of :  
 :  
 CEDARBURG LAW ENFORCEMENT ASSOCIATION :  
 :  
 For Final and Binding Arbitration : Case VI  
 Involving Law Enforcement Personnel : No. 16221 MIA-22  
 in the Employ of : Decision No. 11617  
 CITY OF CEDARBURG :  
 :  
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FINDINGS OF FACT, CONCLUSIONS OF LAW, CERTIFICATION OF RESULTS OF INVESTIGATION AND ORDER REQUIRING ARBITRATION

The Cedarburg Law Enforcement Association having, on November 13, 1972, 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) of the Municipal Employment Relations Act, for the purpose of resolving an impasse arising in collective bargaining between the Petitioner and the City of Cedarburg on matters affecting the wages, hours and conditions of employment of law enforcement personnel in the employ of said Municipal Employer; and the Commission, by John T. Coughlin, having conducted an investigation on such petition at Cedarburg, Wisconsin, on December 7, 1972 and during the course of such investigation the parties having made known the facts material thereto, and the Commission being fully advised in the premises, makes and files the following Findings of Fact, Conclusions of Law, Certification of Results of Investigation and Order Requiring Arbitration.

FINDINGS OF FACT

1. That the Cedarburg Law Enforcement Association, hereinafter referred to as the Petitioner, is a labor organization and has its office at Cedarburg, Wisconsin.
2. That the City of Cedarburg, hereinafter referred to as the Municipal Employer, has its offices at the City Hall, Cedarburg, Wisconsin.
3. That the Petitioner at all times material herein has been, and is, the voluntarily recognized exclusive collective bargaining representative of the law enforcement personnel in the employ of the Municipal Employer.

4. That on November 13, 1972, the Petitioner filed a petition with the Wisconsin Employment Relations Commission, hereinafter referred to as the Commission, requesting said Commission to initiate final and binding arbitration pursuant to Section 111.77(3) of the Municipal Employment Relations Act, hereinafter referred to as MERA, with regard to an alleged impasse existing between the parties with respect to wages, hours and working conditions of law enforcement personnel for the year 1973; that on December 8, 1972, the Commission, by John T. Coughlin, conducted an informal investigation on said petition, during which he attempted to mediate the issues existing between the parties; and that, however, the parties were unable to reach an accord with regard to said issues and remain at impasse with respect thereto.

5. That at no time material herein has the Petitioner filed any notice advising the Commission, as set forth either in Section 111.77(1)(c) or (2), Wisconsin Statutes, that an impasse exists.

6. That during the course of the aforementioned December 8, 1972 hearing the Municipal Employer claimed that the Commission lacked jurisdiction in the matter because of the failure of the Petitioner to file with the Commission the 30-day notice of its intention to make certain changes in the existing collective bargaining agreement as required in Section 111.77(1)(c) and (2) of MERA.

7. That the Municipal Employer on December 15, 1972, by letter, requested the Commission not to take any further action concerning the Petitioner's request for final and binding arbitration until the Commission rendered a decision concerning the effect or the failure of an organization to file notices as set forth in Section 111.77(1)(c) and (2) of MERA.

8. That on December 18, 1972, the Commission, by letter, informed the Municipal Employer that it intended to withhold formal action on the instant petition until such time as it rendered a decision concerning the application of Section 111.77(1)(c) and (2) of MERA.

9. That the parties have not established any mutually agreed upon procedures for the final resolution of disputes arising in collective bargaining, and further, the parties have not mutually agreed that the arbitration should not be limited to the last and final offers 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 (2), of MERA and in rules of the Commission, more specifically, ERB 30.03(2) and (4), 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(1)(c) or (2) of MERA does not operate to deprive the Wisconsin Employment Relations Commission of its jurisdiction to initiate compulsory final and binding arbitration between the Petitioner and Municipal Employer herein to resolve the impasse involved in their collective bargaining for wages, hours and working conditions for the year 1973 covering law enforcement personnel in the employ of the Municipal Employer.

2. That an impasse, within the meaning of Section 111.77(3), of MERA, exists between Cedarburg Law Enforcement Association and the City of Cedarburg with respect to negotiations leading toward a collective bargaining agreement for the year 1973 covering the conditions of employment for law enforcement personnel employed at the City of Cedarburg.

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 MERA with respect to negotiations between Cedarburg Law Enforcement Association and the City of Cedarburg on issues of wages and other conditions of employment of law enforcement personnel employed by the City of Cedarburg, have been met.

NOW, THEREFORE, it is

### ORDERED

1. That compulsory final and binding final offer arbitration be, and the same hereby is, initiated for the purpose of issuing a final and binding award to resolve the impasse existing between the Cedarburg Law Enforcement Association and the City of Cedarburg.

2. That Cedarburg Law Enforcement Association file, in written form, its final offer as of December 7, 1972, on the issues remaining in said negotiations with the City of Cedarburg, with the Wisconsin Employment Relations Commission on or before February 23, 1973 and at the same time serve a copy thereof on the City of Cedarburg.

3. That the City of Cedarburg file, in written form, its final offer as of December 7, 1972, on the issues remaining in said negotiations with the Cedarburg Law Enforcement Association, with the Wisconsin Employment Relations Commission on or before February 23, 1973 and at the same time serve a copy thereof on the Cedarburg Law Enforcement Association.

No. 11617

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 impasse; 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 board of arbitration, the Commission shall then order each party to select one arbitrator, and if these two arbitrators cannot in (5) days select a neutral arbitrator, the parties shall notify the Commission of same within eight (8) days of the issuance of the supplemental order; that thereupon the Commission shall 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 said neutral arbitrator as chairman of the board of arbitration, or as the sole arbitrator if the parties so desire, 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 15th  
day of February, 1973.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By Morris Slavney /s/  
Morris Slavney, Chairman

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

No. 11617

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

At the investigation conducted in the instant matter, the Municipal Employer took the position that arbitration should not be ordered because the Union has failed to file the 30 day notice provided at Section 111.77 of the Wisconsin Statutes. Determination of this issue has been withheld pending the Commission's decision in City of Eau Claire (Dec. No. 11573). That decision issued on January 31, 1973 and this Order is in accordance therewith.

Dated at Madison, Wisconsin, this 15<sup>th</sup> day of February, 1973.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By Morris Slavney /s/  
Morris Slavney, Chairman

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

No. 11617

3. On February 22, 1973, Mr. Robert D. Shymanski, President of the Cedarburg Law Enforcement Association, addressed a letter to Mr. Morris Slavney and Mr. Joseph B. Kerkman of the Wisconsin Employment Relations Commission, as follows:

"In view of the Fact that no written agreement as to any matters submitted to the City of Cedarburg in Aug. 1972 have been in fact agreed upon. Our final offer as of Dec. 7, 1972, is the same as our initial demands submitted in Aug. 1972 except for wages which we demand to be increased to \$11,100 which was known to the City on Dec. 7, 1972.

"The issues remaining between the Cedarburg Law Enforcement Association and the City of Cedarburg are as follows:

- "1. Wages: \$11,100 for a top patrolman. Increase at the same percentage for the rest of the patrolmen including Sgt. and Lt.
2. Retirement: Paid in full by the City.
3. Insurance Improvement: Improved plan to cost the City \$6.59 per man per month from Time Insurance.
4. College Incentive: \$50. per year for every 3 credits earned with a max. payment of \$1,000 per year.
5. Gun Allowance: \$100 per year for carrying an off-duty gun.
6. Uniform Allowance: \$200 direct payment per year.
7. Overtime: Time and one half paid for all overtime."

4. On February 26, 1973, the Commission received the final offer of the City of Cedarburg, as follows:

CITY OF CEDARBURG

Final Offer

FEB 26 1973

WISCO, : CHAIRMAN  
W. J. ...

1. Term: One Year
2. WAGES: 

Patrolman - start	\$9,009.00
After 1 year	9,355.50
After 2 years	9,702.00
After 3 years	10,048.50
After 4 years	10,395.00
Sergeant	\$11,050.20
Lieutenant	\$11,705.40
3. PENSION: The City will pay 5.5% of earnings up to a maximum of \$17.90 per pay period (bi-monthly) toward the employee contribution.
4. OVERTIME: Revise first sentence of Article V, Sec. 2 to read:  

"Any employee accumulating more than one (1) hour of overtime after working eight (8) hours on a regular work day or any employee working on an off day shall be entitled to equal compensatory time off or straight time pay at the employee's discretion, provided, however, that for such overtime, except for overtime involved in court time or in education and training activities, which exceeds six (6) hours in any pay period (bi-monthly) an employee shall receive compensatory time off or pay, at the employee's discretion, on the basis of time and one-half."
5. GRIEVANCE PROCEDURE: See attached Exhibit "A".
6. LANGUAGE CHANGE TO EXISTING CONTRACT: See attached Exhibit "B".



5. On March 14, 1973, the following "ORDER APPOINTING ARBITRATOR" was issued by Norris Slavney, Chairman of the Wisconsin Employment Relations Commission.

STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

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In the Matter of the Petition of	:
	:
CEDARSURG LAW ENFORCEMENT ASSOCIATION	:
	:
For Final and Binding Arbitration	:
Involving Law Enforcement Personnel	:
in the Employ of	:
	:
CITY OF CEDARSURG	:
-----	:

Case VI  
No. 16221 MIA-22  
Decision No. 11617-A

ORDER APPOINTING ARBITRATOR

Cedarburg Law Enforcement 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 Cedarburg on matters affecting wages, hours and conditions of employment of law enforcement personnel in the employ of said municipal employer, 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 parties having advised the Commission that they had chosen Russell L. Koberly, West Bend, Wisconsin, as the arbitrator,

NOW, THEREFORE, it is

ORDERED

That Russell L. Koberly, 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 14th day of March, 1973.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By Norris Slavney /s/  
Norris Slavney, Chairman

John S. Allen II /s/  
John S. Allen II, Commissioner

6. On the same date, March 14, 1973, Morris Slavney wrote the following letter to Robert D. Shymanski, President of the Cedarburg Law Enforcement Association, addressing a copy to Dr. Russell L. Moberly, the appointed arbitrator.

Mr. Robert D. Shymanski, President  
Cedarburg Law Enforcement Association  
355 North Second Avenue  
Cedarburg, Wisconsin 53012

(608) 266-1361

Re: City of Cedarburg  
Case VI No. 16221 MIA-22

Dear Mr. Shymanski:

Enclosed herewith please find the Order Appointing Arbitrator issued by the Commission in the above entitled matter.

To answer your inquiry of March 9, 1973, the statute does provide that either party has a right to change its final offer up to five days prior to the date of the arbitration hearing.

Very truly yours,

WISCONSIN EMPLOYMENT RELATIONS COMMISSION



Norris Slavney, Chairman

MS/mt

Enclosure

CC: Mr. Roger E. Walsh, Peck, Bridgen, Petajan, Lindner, Konzik & Peck, Attorneys at Law, 700 North Water Street, Milwaukee, Wisconsin 53202  
City of Cedarburg, City Hall, 334 North Washington Avenue, Cedarburg, Wisconsin 53012  
Mr. Jay Schwartz, Schwartz, Schwartz, Roberts & Cairo, Attorneys at Law, 704 Park Avenue, Racine, Wisconsin 53403  
Mr. Russell L. Moberly, Route 4, Box 227, West Bend, Wisconsin 53095

P.S. Mr. Moberly:

Also enclosed is a copy of the petition which initiated the instant matter, a copy of the Findings of Fact, Conclusions of Law, Certification of Results of Investigation and Order Requiring Arbitration issued by the Commission on February 15, 1973, and the final offers of each of the parties. Upon issuance of your award, will you please send a copy thereof, as well as a copy of the statement of your fees and expenses incurred to the Commission.

7. On March 17, 1973, the appointed arbitrator wrote the parties suggesting dates for a hearing in March, but due to a change of attorneys for the Association and other matters, the hearing date finally set was April 20, 1973. This was confirmed by a letter from Mr. Shymanski on March 31, 1973.

8. On April 12, 1973, a letter from Mr. Shymanski was received, modifying the Association demands as follows: "The Cedarburg Law Enforcement Association would at this time request to drop issue number 5 from our arbitration requests. Number 5 states Gun Allowance: \$100.00 per year for carrying an off-duty gun."

9. On April 26, 1973, by certified mail, Attorney Roger E. Walsh, representing the City of Cedarburg, forwarded to the Arbitrator, a revised offer from the City of Cedarburg. A copy of this is reproduced below:

CITY OF CEDARBURG REVISED OFFER

April 25, 1973

1. Term - Two (2) years

2. <u>Wages</u> - January 1, 1973	10,300 per year
July 1, 1973	10,600 per year
January 1, 1974	10,900 per year
July 1, 1974	11,125 per year

(Note: This is top patrolman rate, same percentage increase for all other rates)

3. <u>Pension</u> - January 1, 1973	4.5% of all earnings
July 1, 1973	5.0% of all earnings
January 1, 1974	5.5% of all earnings
July 1, 1974	6.0% of all earnings

4. Overtime - Revise Article V, Section 2 to read:

"All hours worked in excess of eight and one-quarter (8¼) hours on a regular work day and all hours worked on an off day shall be compensated in pay or compensatory time off on a time and one-half basis, provided however, that such time involved in court time, or in education or training activities shall be compensated in pay or compensatory time off on a straight time basis. An employee shall not be allowed to take compensatory time off on a day which does not have at least seven (7) men on the schedule. All overtime shall be authorized and approved by the Chief. Employees shall be required to work overtime when requested by the Chief unless excused because of physical inability to perform the overtime work or for a serious personal reason. The employee shall give the Chief the specific reasons for his request for excuse."

5. Health Insurance - Improved plan from Time Insurance Company to be put into effect June 1, 1973. Revise Article XI, Section 1 to read:

"The Employer shall continue the present hospitalization and weekly accident and sickness benefit insurance, or equivalent coverage, for employees and their dependents as provided in such insurance contracts. The Employer shall pay the full cost of such insurance. Effective June 1, 1973, the Employer shall provide a revised health insurance coverage in accordance with the provisions contained in Appendix "B" attached hereto. The Employer shall pay up to \$13.45 per month for a single contract and up to \$45.90 per month for a family contract for such new coverage plus any increase in premium in 1974. As of June 1, 1973, the occupational and non-occupational accident and sickness benefit insurance will be cancelled."

6. Grievance Procedure - It is the understanding of the City that the Association has agreed to the provision as proposed by the City. Thus, this item is no longer in dispute.

7. Language Changes to Existing Contract - It is the understanding of the City that the Association has agreed to all the provisions proposed by the City except Article ???, Conditions of Agreement, Section 3, which the City now deletes. Thus, these items are no longer in dispute.

*Schroeder Agency*

*S/A*

REAL ESTATE

CITY OF CEDARBURG-LIGHT & WATER COMM.

GROUP HEALTH PLAN-TIME INSURANCE CO

INSURANCE

1. This plan is a comprehensive major medical plan with benefits payable for a two year period or to the maximum amount \$30,000, whichever occurs first. If at the end of two years the maximum amount has not been reached, hospital and surgical benefits will be reinstated at the 80% payment level.
2. Policy covers:
  - a. Hospital room and board-semi-private rates
  - b. Miscellaneous hospital expenses
  - c. Surgical and medical fees
  - d. Anesthesia expenses
  - e. Ambulance fees (\$50.00 maximum)
  - f. Laboratory and X-ray tests
  - g. Medical supplies
  - h. Special nurses fees
  - i. Prescription drugs
  - j. Rental of therapeutic equipment
3. After a deductible of \$25.00 Time will pay 100% of the next \$1,000.00 of covered expense and 80% thereafter.
4. No deductible for maternity-amount provided for normal delivery \$600.00, surgical delivery \$900.00
5. Time will issue new certificates and all existing claims will be given a new two year paying period under the new benefit schedule.

INCOME TAX

6. Cost of this plan	Single person	\$13.45
	Family	\$45.90

MUTUAL FUNDS

10. The arbitration hearing was held on April 30, 1973, beginning at 10:00 A.M. in the Police Department Conference Room, 355 N. 2nd Ave., Cedarburg, before Russell L. Moberly, arbitrator. By agreement the hearing was not reported, but it was taped both by the arbitrator and another representative. All witnesses were sworn. Both parties were agreeable to publication of the Award. Attorney Roger E. Walsh submitted a Statement of Position for the City on May 30, 1973 and Gerald P. Boyle and Michael A. Loduha, Attorneys for the Association, submitted a brief on June 7, 1973. These were exchanged by the arbitrator on June 14, 1973.

11. The Cedarburg Law Enforcement Association, hereinafter referred to as the "Association" is a labor organization and has its office at Cedarburg, 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.

12. The City of Cedarburg, hereinafter referred to as the Municipal Employer, has its offices at the City Hall, Cedarburg, Wisconsin.

13. This action is brought up under Section 111.77(4) 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 employes generally:
  - (1) In public employment in comparable communities.
  - (2) In private employment in comparable communities.
- (e) The average consumer prices for goods and services, commonly known as the cost of living.
- (f) The overall compensation presently received by the employes, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
- (g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- (h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment."

14. FINAL OFFER - WAGES: Present wage of top patrolman \$9,900.

City offers:	January 1, 1973	\$10,300. per year.
	July 1, 1973	10,600. per year.
	January 1, 1974	10,900. per year.
	July 1, 1974	11,125. per year.

Same percentage increase for all other rates.

The Association proposes: \$11,100. for top patrolman starting January 1, 1973. Same percentage increase for all other rates. The amount of wages proposed at each level is listed below:

#### 1973 Wage Request

Starting Patrolman	\$ 9,620.00 per year, increase of \$ 1,040.00
2nd year Patrolman	\$ 9,990.00 per year, increase of \$ 1,080.00
3rd year Patrolman	\$ 10,360.00 per year, increase of \$ 1,120.00
4th year Patrolman	\$ 10,730.00 per year, increase of \$ 1,160.00
5th year Patrolman	\$ 11,100.00 per year, increase of \$ 1,200.00
Sergeant	\$ 11,799.00 per year, increase of \$ 1,275.00
Lieutenant	\$ 12,498.00 per year, increase of \$ 1,350.00

(Association Exhibit No. 5)

15. FINAL OFFER - PENSION:

City offers: January 1, 1973	4.5% of all earnings.
July 1, 1973	5.0% of all earnings.
January 1, 1974	5.5% of all earnings.
July 1, 1974	6.0% of all earnings.

As of July 1, 1974 the above will pay the full pension costs.

The Association demands: All retirement costs paid in full by the City.

16. FINAL OFFER - HEALTH INSURANCE: Parties are in Joint Agreement, so it is not a matter of contention here.

17. FINAL OFFER - EDUCATIONAL INCENTIVE:

City offers: Nothing in addition to present ARTICLE XIV - Education of the Agreement, which "agrees to reimburse such Employee for the actual cost of tuition, mileage (at 10¢ per mile), parking and books" under certain conditions.

The Association demands: \$50. per month for every three credits earned, with a maximum payment of \$1,000. per year. The specific demand is as follows:  
~~follows:~~

*See #7*

### Education Incentive Request

Eligibility for participation in an Education Incentive Program shall begin after one year of service, with total approved credits as of December 31st governing amounts to be applied during subsequent year.

The Chief of Police, subject to approval of the Police and Fire Commission shall have authority to establish rules and regulations governing, and to approve the course and credits eligible for this program.

Time spent in preparation for eligibility shall be off time, and not compensated for by the City. All books and tuition fees shall be paid for by the employee, or may be compensated for by some other agency.



Increments shall be granted to those successfully maintaining a "C" average or better completing approved courses, or their equivalents, on the basis of \$ 50. for each three (3) credits, or equivalents, earned as of December 31st and to be proportionately payable during ensuing year concurrently with regular payroll checks. Maximum compensation to be \$ 1000. for 60 approved credits or equivalent. A new employee, who, for example has already completed sixty (60) credits will receive payment for only 12 credits per year, cumulatively, e. g. \$ 200., \$ 400. ect.

(Association Exhibit No. 7)

College credits of present department members are listed below:

College credits Cedarburg Police Department members now have which could be applied to a Police Science Degree or Criminal Justice Degree.

Robert Shymanski	<del>50</del> credits
George Rees	42
Robert Michalski	15
Paul Jacobs	15
Michael Caldwell	25
John Hefley	90
Robert Meyer	12
Russell Van Skike	24

*90 ) 0 2 2 2  
15*

*not all for MATC*

(Association Exhibit No. 1)

18. FINAL OFFER - UNIFORM ALLOWANCE:

City offers: Nothing in addition to present ARTICLE IX, Section 1 of the Agreement: "The Employer shall provide a uniform allowance of up to \$125. per employee per year. Under this allowance, items approved by the Chief shall be purchased through the Chief upon request of the Employee. Up to \$15. per year of said allowance may be used to reimburse cleaning bills."

The Association demands: \$200. direct payment per year. The total request is listed below:

1973 Uniform Allowance Request

Each eligible employee shall receive an annual uniform allowance of \$ 200.00. Such payment shall be made directly to the employee on the last pay period of December. The employer shall not take any deductions from said payment.

The vendors of uniforms and equipment shall remain under the control of the employer.

All uniforms and equipment worn by the employee shall be maintained in a neat appearing fashion. Patched, tattered, frayed, or worn uniforms or equipment shall not be worn by the employee.

Any piece of uniform or equipment that does not meet standards set forth by the Chief and Fire and Police Commission will be condemned by the Chief of Police or The Officer appointed by the Chief for such purpose.

(Association Exhibit No. 3)

19. FINAL OFFER - OVERTIME:

The City offers to Revise ARTICLE V, Section 2 of the Agreement to read: "All hours worked in excess of eight and one-quarter ( $8\frac{1}{4}$ ) hours on a regular work day and all hours worked on an off day shall be compensated in pay or compensatory time off on a time and one-half basis, provided however, that such time involved in court time, or in education or training activities shall be compensated in pay or compensatory time off on a straight time basis. An employee shall not be allowed to take compensatory time off on a day which does not have at least seven (7) men on the schedule. All overtime shall be authorized and approved by the Chief. Employees shall be required to work overtime when requested by the Chief unless excused because of physical inability to perform the overtime work, or for a serious personal reason. The employee shall give the Chief the specific reasons

for his request for excuse."

The Association demands: Time and one-half paid for all overtime. The specific demand is given below:

### 1973 Overtime Request

Employees shall receive time and one-half (1½) of said employees regular hourly rate for all such hours worked past the regular scheduled eight (8) hour work shift. Time and one-half (1½) shall also be paid for call-in, in-service training and court time when an employee is not on his regular eight (8) hour shift. There shall be no pay for standby duty.

(Association Exhibit No. 6)

#### 20. FINAL DEMAND - TERM OF CONTRACT:

The City demands: Term of contract - Two (2) years.

The Association demands: One year agreement.

21. Joint agreement has been achieved on Grievance Procedure and other language changes to Existing Contract.

22. The number of employees in the City of Cedarburg Police Department along with seniority dates and salary as of December, 1972, are listed below:

<u>EMPLOYEE</u>	<u>SENIORITY DATE</u>	<u>MONTHLY SALARY (12/72)</u>
Lt. Thompson	2-1-52	\$929.
Sgt. Groth	12-6-54	877.
Ptm. Flitsch	1-1-56	825.
Ptm. Roes	3-1-64	825.
Ptm. Shymanski	9-15-66	825.
Ptm. Michalski	4-13-70	770.
Ptm. Jacobs	6-1-71	743.
Ptm. Caldwell	11-26-71	743.
Ptm. Hefley	4-18-72	715.
Ptm. Van Skike	7-16-72	715.
Ptm. Meyer	8-16-72	715.

(Joint Exhibit No. 2)

23. A summary of the Association and City proposals with comparative figures for Legion, Grafton and Thiensville Departments is outlined below:

	1970 CITY PROPOSAL CEDARBURG	1973 ASSOCIATION PROPOSAL CEDARBURG	1973 MEQUON	1973 GRAFTON	1973 THIENS
WAGES	\$ 10,395	\$11,100	\$11,774.76	\$11502.40 <i>12.729</i>	\$10,9
OVERTIME	Time & 1/2 after 6 hours Straight time a pay period	Time & 1/2	Time & 1/2 <i>1/2 hr no 14r</i>	Straight time	Time &
EDUCATION INCENTIVE	Reimbursement for tuition, books, parking & mileage	\$50/year for every 3 credits Maximum \$1000.00	\$50/year for every 3 credits, Maximum \$1000.00	Reimbursement for books & tuition	\$50/ye every credit Maximu \$1000.
UNIFORM ALLOWANCE	\$125.00	\$200.00	\$200.00	\$200.00	\$125
RETIREMENT	Paid up to \$7800 of earnings by City	Full pay- ment by City	Full payment by City	Full payment by Village	Full p by Vil
HEALTH INSURANCE <i>JK</i>	\$25 deduct- ible to \$100 & 80% of bill to \$10,000	Full cover- age	Full cover- age	Full coverage	Full
		(Association Exhibit No. 2)			

(Association Exhibit No. 2)

24. The City presents figures below to show that the present 5-2, 4-2 schedule, on which police officers work at present, averages out to 40 hours per week, including the 15 minutes per day required extra on each shift change:

5-2, 4-2 SCHEDULE AND THE 40 HOUR WEEK CITY #1

5-2, 4-2 WORKWEEK AMOUNTS TO 252.69 WORKDAYS/YEAR

$$365 - 13 = 28.07 \times 9 = 252.69$$

40 HOUR WEEK, I.E., 5-2 WORKWEEK AMOUNTS TO 260.71 WORKDAYS/YEAR

$$365 - 7 = 52.14 \times 5 = 260.71$$

THUS, 5-2, 4-2 WORKWEEK IS 8 WORKDAYS/YEAR LESS THAN USUAL 40 HOUR WORKWEEK

15 MINUTES/DAY ADDITIONAL IN 5-2, 4-2 WORKWEEK AMOUNTS TO 8 DAYS IN A YEAR

$$15 \times 252.69 = 3790.35 \div 60 = 63.17 \div 8 = 7.896$$

(City Exhibit No. 1)

25. City figures show that wage and pension increases under the City proposal would average out to a 6.8% increase for 1973 and a 6.4% for 1974 as contrasted with the negotiated rates for the most utilized jobs in the Department of Public Works and Parks, showing increases of 4.8% and 5.1% for 1973 and 1974 respectively. The City's figures are given below:

CEDARBURG POLICE City # 4 .....  
 WAGE AND PENSION INCREASES

	<u>1972</u>	<u>1973</u>	<u>1974</u>
EMPLOYEES	4900	$\left. \begin{array}{l} 1/1 - 10,300 \\ 7/1 - 10,600 \end{array} \right\} 10,450$	$\left. \begin{array}{l} 1/1 - 10,700 \\ 7/1 - 11,125 \end{array} \right\} 11,513$
PENSION	<u>351</u>	$\frac{4.75\% \text{ AVE.}}{\text{ON ALL EMPLOYEES}} \quad 496$	$\frac{5.75\% \text{ AVE.}}{\text{ON ALL EMPLOYEES}} \quad 633$
TOTAL	10,251	10,946	11,646

6.5%                      7.1%  
 6.8%                      6.4%

(City Exhibit No. 4)

CEDARBURG DPW + PARKS  
 WAGE AND PENSION INCREASES CHAS  
 (MOST UTILIZED RATE - HEAVY EQUIPMENT, MECHANICAL-WELD)

1972

1973

1974

WAGE                      3.96                                      4.15                                      4.34

    .10    
    .17    
    .22      
 7.2% OR                      7.2% OR                      5.2% OR  
 ALL EMPLOYEES                      ALL EMPLOYEES                      ALL EMPLOYEES

4.06
4.32
4.56

4.16
4.49
4.78  
 7.2% OR                      7.2% OR                      5.2% OR  
 ALL EMPLOYEES                      ALL EMPLOYEES                      ALL EMPLOYEES

(City Exhibit No. 5)

26. The City shows wage settlements for 1973 and 1974 comparing Cedarburg with Ozaukee County Deputy Sheriffs and Port Washington. In connection with this, it was also brought out that neither organizations have an educational incentive program; the county pays straight time for overtime and Port Washington pays time and one-half for overtime. The County pays for clothing as needed, while Port Washington provides \$150. for clothing. The figures are presented in City Exhibit No. 6 below:

27. The City made comparisons with other municipalities in Wisconsin with comparable populations, and the table in City Exhibit No. 7 gives their figures. In addition to wages it indicates that only three of the communities had an educational incentive program, namely Fond du lac, Elkhorn (\$2.00 per month for six credits) and Horicon (\$5.00-- per month for three credits with a \$720. maximum. (See City Exhibit No. 7 following)

28. On May 9, 1973, the City sent the arbitrator a revised 1973 clothing and overtime comparison between the above cities and Cedarburg. Of the 21 communities 12 pay clothing allowances in cash and 9 by voucher. The variations in payment of overtime can be noted, as can the variations in clothing allowance payments. The figures are shown in City Exhibit No. 12 following:

29. The City calculated the percentage increase of general wage, salary and benefit adjustments, using Form PB-3, Pay Board Form, used in calculating percentage of compensation increases. The summarized percentage figures are listed below:

1973 City Offer	-	8.7% increase
1974 City Offer	-	5.8% increase
1973 Assn. Offer	-	18.7% increase (Revised figures)
		(Including Educational Incentive)



# OSAGE COUNTY DEPUTY SHERIFFS

## WAGE SETTLEMENT FOR 1973 AND 1974 (ANNUAL SALARIES)

	1st year	2nd year	3rd year	4th year	5th year
1972					
OSAGE CO DEP.	8695	9073	9442	9821	10,188
Pt. WASH	<del>10,191</del>				10,191
OLDTOWN	8580	8910	9240	9570	9900
<u>1973</u>					
OSAGE CO DEP.	8723	9266	9610	9953	10,300
Pt. WASH	11,111	11,504	11,898	12,251	12,600
OLDTOWN	8723	9266	9610	9953	10,300
no. inc. pd. Prev. OS in Pt Wash					<u>1974</u>
OT Pt 1/2					11,031 - Pt. Wash.
EC Str					

1974

(City Exhibit No. 6)

OSAGE CO DEP.	9040	9507	9937	10,301	11,002
Pt. WASH	11,111	11,504	11,898	12,251	12,600
OLDTOWN	9040	9507	9937	10,301	11,002

Cont.

# 1973 WAGE COMPARISONS WITH OTHER MUNICIPALITIES

<u>CITY</u>	<u>POPULATION</u>	<u>TOP MUNICIPAL WAGE RATE</u>	
EDMONTON	76,977	1/1 - 858 7/1 - 883	871 (AVE)
SEASIDE DAM	14,265		779
BRANTFORD	7,479		811
BRAMFILLD	3,182		871
BRANTON	5,526		725
BRANTON	3,472	2 <sup>nd</sup> PLUM - 662	750
BRANTON LAC	35,155	yes	837
BRANTON	3,154		810
BRANTON	6,479		833
BRANTON	3,356	5 <sup>th</sup> PLUM - 364 NAT GO 2 AM 720	720
BRANTON	5,420		860 (AVE)
BRANTON	4,100		800
BRANTON	4,157		770
BRANTON	2,367		870
BRANTON	8,100		882
BRANTON	3,270		842
BRANTON	3,376		775
BRANTON	15,683		781
BRANTON	7,470		765
BRANTON	4,100		730
BRANTON	11,575		810
BRANTON	78,454		774

Cl. cel  
 cel 150 22  
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 BD 100  
 Feb 200  
 H+80 120  
 Horia - 200  
 Makewage 140  
 Oromo 210  
 Warkwa 125  
 Warkwa 200  
 Stokwa 200  
 New cost 720

Will send in  
of /r pencils

Near N.W. (City Exhibit No. 7)

C. 2 - 2 ✓

1973 CLOTHING AND OVERTIME COMPARISON

<u>Municipality</u>	<u>Amount</u>	<u>Clothing</u>		<u>Overtime</u>
		<u>Cash</u>	<u>Voucher</u>	
Beaver Dam	100		X	Straight time
Burlington	150	X		1½, except 1¼ for court time, conference with city attorney and training
DeLafield	150		X	Straight time
Delavan	150		X	Straight time
Elkhorn	150		X	Time and ½
Fond du Lac	200	X		1½
Fort Atkinson	150		X	1½, except straight time for training
Hartford	120		X	1½, except straight time for education or training
Horicon	200	X		1½
Jefferson	150	X		1½
Lake Geneva	150		X	Straight time
Mayville	150		X	Straight time, except court time at 1½
Mukwanago	140	X		1½
Oconomowoc	210	X		1½ over 8¼ hours, except straight time for training
Pewaukee	150		X	1½, except straight time for training
Sturtevant	150	X		Straight time
Watertown	125	X		Straight time
Waupun	200	X		1½
Whitewater	125	X		1½
West Bend	180	X		1½, except straight time for court time, conferences with City Attorney and training
Shelbygan	200	X		1½

(City Exhibit No. 12)

## THE POSITION OF THE ASSOCIATION

The Association has shown through testimony and exhibits that it is low in economic benefits in relationship to Mequon, Grafton and Thiensville and clearly feels and submits that its proposal as produced at the hearing is a fair and equitable disposition of this matter while the City's proposal would not in any way clear up the basic inequities that exist between the four cities in question.

The Association feels that the city's proposal of \$10,395.00 for a patrolman at top pay is unrealistic. Any attempt to establish an argument that is within the federal guide lines as they existed in Phase II is a futile position.

The Federal Pay Board standards are not such that pay increases in excess of 5.5% can be granted. In any event even if that were a valid argument there are certainly exceptions and exemptions and with the low wage level that the Cedarburg police have been receiving, they would certainly in our opinion qualify for such an exception or exemption. There is no showing that the City of Cedarburg cannot afford to pay the Association's proposal. Even if the Association's proposal were to be granted for the year 1973, Cedarburg police officers would earn substantially less than their counterparts in Mequon and Grafton. There are a total of only five police officers in Thiensville and if the City of Cedarburg's proposal were to be granted Cedarburg police officers, just on wages alone, would be receiving approximately \$600.00 less a year than Thiensville officers.

Even so Thiensville police officers would be in a substantially better position than the Cedarburg police officers if the City's proposal was granted by the arbitrator because of the better fringe benefits provided by the Village of Thiensville. Association Exhibit No. 2 clearly indicates that the proposal

of the Association is not only a fair and equitable one but one that is correlative with the other three cities mentioned earlier.

The City's proposal as it relates to overtime, education and retirement pay is not, in our opinion, fair and equitable in this day and age of the increased work demands of police officers.

The Association's request for \$11,100.00 per year in wages, retroactive to January 1, 1973, for overtime to be paid at the rate of time and one-half, for the education incentive program, for the increase in uniform allowance, and for their retirement costs to be paid in full by the City is not only fair and equitable but is the type of economic benefit package that their counterparts are receiving in other cities in Ozaukee County. Needless to say, \$11,100.00 a year for a full-time police officer is not an extravagant request. We respectfully submit that wages in the amount of \$10,395.00 a year for officers at top step is extremely unrealistic. Those wages will not provide a living income and wages in that amount will not cover the increased cost of living that is certainly indicated in all statistical reports through the BLS.

#### THE POSITION OF THE CITY

##### ISSUE I - TERM OF AGREEMENT

The City is proposing a two-year agreement, with four wage and retirement increase dates. This proposal will enable the wage rates and retirement payments to be increased substantially during the term of this agreement at a cost that will be in line with national economic controls.

Multiple year agreements are definitely the pattern in the area. Mequon police entered into a contract covering 1972 and 1973, and the deputies in Ozaukee County, and the police in Grafton, Hartford, and Port Washington have all entered into contracts covering 1973 and 1974. The City of Cedarburg has also entered into a 1973-1974 contract with its other organized group of

employees in the Public Works Department.

There is a trend in municipal employment relations for multi-year labor agreements. 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)(i), 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.

The City's proposal for a two-year agreement is not a new item. It was discussed originally at the second negotiation session on September 19, 1973. The City gave a specific two-year proposal at the fourth session on November 8, 1972, reiterated it at a mediation session on December 7, 1972, modified it at a meeting on January 22, 1973, and again during a mediation session on March 8, 1973 (at which time the Association also made two-year proposals.)

#### ISSUE II - WAGES

The City proposes a wage offer which raises the 1972 maximum annual patrolman's rate of \$9,900 to \$10,300 effective January 1, 1973; \$10,600 effective July 1, 1973; \$10,900 effective January 1, 1974; and \$11,125 effective July 1, 1974. This amounts to actual dollar increase in wages of \$550.00 (5.6% over \$9,900.) in 1973 and \$563.00 (5.4% over \$10,450) in 1974, a total increase of \$1,113.00 (11.2% over \$9,900) for the two years. The wage rate, however, increases \$700.00 (7.1% over \$9,900) in 1973 and \$525.00 (5% over \$10,600) in 1974, a total increase of \$1,225.00 (12.4% over \$9,900) for the two years.

The Association's last offer, on the other hand, proposes an increase in the 1972 maximum annual patrolman's rate of \$9,900 to \$11,100, effective January 1, 1973. This amounts to a \$1,200 (12.1% over \$9,900) wage increase IN ONE YEAR.

Of 21 other communities in the area only two communities will have a wage rate in 1973 that is higher than that proposed by the City. Mukwanago (\$7.00 per month above) and West Bend (\$15 per month above). West Bend has twice the population of Cedarburg, is the County seat of Washington County, and is a rapidly expanding municipality with attendant law enforcement problems much greater than Cedarburg.) The wage rate proposed by the City would be \$72 per month above the average rate (\$811.00) of these twenty-one communities, and would be about the same as paid in Oconomowoc, a city of comparable size and type. The wage rates in Hartford, another very comparable city, should also be noted - \$833 or \$50 less per month than Cedarburg in 1973 and \$866.50 or \$60.50 per month less in 1974.

The City's offer also compares favorably with the City of Port Washington's (population - 8,752) rate of \$10,743. in 1973 and \$11,031. in 1974, and with Ozaukee County's rate for patrol (traffic) deputies of \$10,644. in 1973 and \$11,122. in 1974 (City Exhibit No. 6).

The Association felt they were entitled to catch up with other Ozaukee County law enforcement agencies this year. As indicated in City Exhibit No. 6, which refers to two such agencies, a top patrolman's rate in Cedarburg, in 1972, was \$288. per year less than the rate for policemen in Port Washington and \$291. per year less than the rate for Ozaukee County Deputy Sheriffs. Under the City's offer, the rate for Cedarburg Policemen, in 1973, will be \$143. per year less than the rate in Port Washington and \$44. per year less than the rate in Ozaukee County, but in 1974, the Cedarburg rate will be \$94. per year above the Port Washington rate and \$3.00 per year above the Ozaukee County rate.

Cedarburg Policemen will have caught up with these two agencies under the City's offer, and they will have done so in a manner suggested by Federal Wage Stabilization officials, i.e., in a multi-year agreement.

The Association's proposal would put the Cedarburg Policeman's 1973 rate \$357. per year above the rate in Port Washington, \$456. per year above the rate in Ozaukee County. It would even be \$114. above the rate in Thiensville. This is not catch up, this is overtaking, according to the City.

ISSUE III - THE AMOUNT OF EMPLOYEE RETIREMENT CONTRIBUTION TO BE PAID BY THE CITY.

In 1972, the City paid an amount of 4.5% of the first \$7,800. of earnings toward an employee's statutory pension contribution. The employee's statutory contribution in 1972 was 5.5% of Social Security earnings (i.e., \$9,000.) and 8% of any excess. Thus, the total amount of the employee's pension contribution on a salary of \$9,900. was \$567. ( $5.5\% \times \$9,000. = 495$ ,  $8\% \times 900 = 72$ ). The City paid \$351 or 62%, the employee paid \$216. or 38%. The 1972 contract provided that in 1973, the City would pay 5.5% of the first \$7,800., or \$429., an increase of \$78.

In its final offer, the City has proposed to pay 4.5% of all earnings from January 1 to June 30, 1973, 5% of all earnings from July 1 to December 31, 1973, 5.5% of all earnings from January 1 to June 30, 1974 and 6% of all earnings from July 1 to December 31, 1974 (Note: Effective January 1, 1974, the employee's statutory pension contribution rate will be changed to a flat 6% of all earnings, with no reference to Social Security earnings, Sec. 41.07(2)(am)3, Wis. Stats. Thus, as of July 1, 1974, the City will be



paying the full employee's statutory pension contribution.)

Under the City's offer, as indicated in City Exhibit No. 4, the City, in 1973, will pay \$496. or 86% of the employee's pension contribution of \$574.75 (In 1973, the Social Security earnings figure is \$10,800. Thus, the employees' pension contribution is 5.5% of \$10,450.) In 1974, the City will pay \$633. or 96% of the employee's pension contribution of \$660.78 (\$11,013 x 6%). Thereafter, unless the statutory percentage changes, the City will be paying the full amount as indicated above.

As indicated in City Exhibit No. 4, which combines the wage and pension contribution offer of the City, an employee will receive \$695. more in spendable income in 1973 (6.8% over 1972) and \$700. more in spendable income in 1974 (6.4% over 1973). This totals \$1,395. more in spendable income in the two year period, a 14.6% increase. (Actually, the employee will receive more in spendable income. The pension contributions paid by the City and no longer deducted from the employee's wages are not taxable until received in the form of a pension. Thus, \$145. of the 1973 increase and \$137. of the 1974 increase are non-taxable dollars)

The Association proposes that the City pay the full employee pension contribution effective January 1, 1973. Based on the Association's wage proposal of \$11,100, the full pension contribution amounts to \$618. (5.5% x \$10,800 = \$594., 8% x \$300 = \$24.) Combining the wage and pension contribution proposals of the Association, then, would result, under the same type of computation used in City Exhibit No. 4, in a total spendable income increase in 1973 of \$1,467. (\$1,200. in wages and \$267. in pension contributions). This amounts to a 14.3% increase over the 1972 cost of these items.

The City's offer will provide for full payment by the City of the employee's pension contribution. As pointed out above, because of the overall cost implications and other factors, the City's offer provides for a gradual assumption. Under all the circumstances, this is the most logical and reasonable approach.

#### ISSUE IV - THE ADOPTION OF AN EDUCATIONAL INCENTIVE PROGRAM

The Association has requested the institution of an Educational Incentive Program under which employees will annually receive \$50. for each three credits earned as of the preceding December 31, with the maximum annual payment to be \$1,000. Under this program, the payments are not "one shot" payments but are paid each year as long as the program is in existence. For example, if an employee earned twelve credits in 1972, he would receive \$200. in 1973; if he earned another twelve credits in 1973, he would receive \$400. in 1974. If he continued to earn twelve credits each year, he would have completed sixty credits, the maximum, in 1976 and he would receive \$1,000. in 1977 and \$1,000. in each year thereafter. If he stopped going to school after completing twenty-four credits, he would continue to receive \$400. annually.

The City does not propose any Educational Incentive Program, but would continue the educational reimbursement program contained in the 1972 contract (Joint Exhibit No. 1, Article XIV) under which employees are reimbursed for tuition, mileage, parking and books.

The City is not opposed to employee's furthering their education. Thus, all the testimony presented by the Association on the value of education is really not relevant here. The City opposes the proposition that the employees must receive a perpetual payment for going to school.

The Association labels their request as an Educational Incentive Program. However, they state that employees who have already earned credits would be entitled to this payment. Association Exhibit No. 1 indicates that eight of the eleven employees in the bargaining unit already have been going to school. One employee has ninety credits, thirty credits over the maximum under the incentive program and two others are within ten and eighteen credits respectively of the maximum. Can the Association's Educational Incentive Program be considered to be "incentive" to these employees?

Association Exhibit No. 1 indicates that either the present educational reimbursement program has encouraged employees to further their education or the employees have on their own decided to improve themselves. It is disconcerting to hear Officer Michalski, who joined the Department in April, 1970, and who already, without any incentive program, has completed fifteen credits, now state that he will take no further education unless there is some monetary incentive, even if it were only \$5. or \$10. per three credits.

The City indicates that times have changed. The United States is the nation it is because countless numbers of persons endured great financial hardships to better themselves by continuing their education at their own personal expense. Now, apparently, they must be paid to do this.

The payment requested by the Association is not a meager one either. For example, consider the following three instances. Assume that they take no further credits and that they all stay with the department until retirement, i.e., age 55.

- 1) Officer Michalski has fifteen credits (\$250 per year). He was 25 years old in 1972 and would receive \$250 each year for thirty years, a total amount of \$7,500.
- 2) Officer Shymanski has fifty credits (\$800 per year). He was 34

years old in 1972 and would receive \$800 each year for twenty-one years; a total amount of \$16,800.

- 3) Officer Hefley has the maximum number of credits (\$1,000 per year). He was 25 years old in 1972 and would receive the \$1,000 each year for thirty years, a total of \$30,000.

The above illustrations indicate that the employees would receive extremely lucrative payments for something they have already done, and done without expectation of receiving pay for doing it. Officer Hefley's case is an example of the extremes this proposal involves. The other two officers at least completed their credits while working for the City of Cedarburg. Hefley's \$30,000 payment are for credits he completed BEFORE HE WAS EVEN HIRED by the City.

Only a few municipalities in the area have adopted educational incentive programs. Combining all the municipalities listed on City Exhibits Nos. 5, 6, and 7 and Association Exhibit No. 2, a total of twenty-six municipalities, only five have such a program: Elkhorn, Fond Du Lac, Horicon, Mequon and Thiensville. Association witness Jansen, who coordinates the police science program at Milwaukee Area Technical College, also indicated that there were only a few municipalities with such programs.

The City argues that awards that would grant new benefits that are not common among police departments or involve setting patterns should be avoided by arbitrators in these final and binding arbitration proceedings. Such benefits should only be adopted through the actual negotiation process and agreed to by both parties.

The Association has not been bashful in the type of educational incentive program it requested. Elkhorn would pay \$240 per year for sixty credits, and the maximum payment in Fond Du Lac and Horicon is \$720 per year. The City of Milwaukee program only pays \$350 per year for sixty-four credits. The payment schedule proposed by the Association is one of the top payment schedules in the

area. The attitude of the Association in this matter appears to be: "Why go for a Volkswagon, let's shoot for a Cadillac."

The Association's proposal would cost the City an additional \$4,050 in 1973, based on Association Exhibit No. 1. This amounts to an average of \$368 per year for each of the eleven employees in the Unit. Adding this amount of spendable income to the figures discussed in Issue III above, the Cedarburg policeman would, under the Association's last offer, now receive an average ONE YEAR increase of \$1,835, 18% over the 1972 base figure of \$10,251 in City Exhibit No. 4.

The Educational Incentive Program proposed by the Association is not an "incentive" system at all. It is merely a very expensive way of increasing their pay.

#### ISSUE V - OVERTIME PREMIUM

The present overtime policy is that employees will receive compensatory time off or pay at straight time for all overtime. On regular workdays, however, an employee must work at least one hour of overtime after his regular eight hours before he gets overtime compensation.

The City has offered to grant compensatory time off or pay at time and one half for all hours worked in excess of 8½ per day on a regular workday and for all hours worked on an off day, except for those hours which are involved in court time or in education and training activities, for which the employee will receive compensatory time off or pay at straight time.

The Association's offer provides that all overtime past the regular scheduled eight hour work shift and on off days is to be compensated by time off or pay at time and one half.

The City estimates that under the present system there is a total of about 600 paid overtime hours for the bargaining unit. Of this 600 hour figure, about half would be involved in court time or in training or educational activities. The PB-3 form computing the City's 1973 offer indicates that this would be a total cost of \$723 (i.e., 1972 rate of \$4.56 increased by 25¢ per hour (actual cost increase for 1973) to \$4.81 and half of this, or  $\$2.41 \times 300$  hours = \$723), an average of \$66 per year per employee.

The City proposes overtime after 8½ hours on a regular workday because of the relationship between the actual work schedule and the 40 hour workweek. Article V, Sec. 1 of the 1972 agreement, Joint Exhibit No. 1, provides:

"The standard work week for all employees shall continue as follows: 40 hours per week on the basis of 8 hours per day."

This provision will be the same in the new contract. The employee's work schedule is five workdays, followed by two off days, followed by four workdays, followed by two off days. As indicated in City Exhibit No. 1, this amounts to eight workdays less per year than required under a 40 hour workweek. As also pointed out in City Exhibit No. 1, if the employee worked an extra 15 minutes on each of his regular workdays, he would make up the eight days.

An employee coming to work is now picked up by the officer going off duty, approximately 10 minutes before his shift starting time. This amounts to 5½ workdays ( $10 \times 252.69 = 2526.9 \div 60 = 42.12 \div 8 = 5.26$ ), so the employee is still 2 ¾ days or 22 hours per year short of the regular forty hour workweek. This shortage would be taken care of by brief overtime periods for which no overtime compensation would be given under the City's offer.

On the other hand, the Association's offer, as it is worded ("all such hours worked past the regular scheduled eight (8) hour work shift"), could be interpreted to require overtime pay at time and one-half for the period from the time the officer is picked up to the start of his regular shift. This would amount to "paid preparation time", one of the items discussed and

rejected by Arbitrator Krinski in the City of Waukesha decision noted above. Using the computation above, the officer would receive time and one-half pay for 42.12 hours per year and at the Association's 1973 hourly rate of \$5.11, this "pick up" time would cost the City \$323 per employee per year.

The City's offer is comparable with other municipalities. The exhibit submitted by the City after the hearing indicates that some pay straight time for all overtime, some pay time and one-half for all overtime, and others pay either straight time or time and one half, depending on the type of overtime worked (court time, training or education time being specified.) In Ozaukee County, Grafton and Ozaukee County pay straight time, while Mequon, Thiensville and Port Washington pay time and one-half. Mequon, however, pays for overtime only after 8½ hours on a regular workday.

The Association's overtime proposal of an additional half-time for all overtime plus the overtime payment for the "pick-up" time before the shift would amount to \$462 per employee. (600 total overtime hours ÷ eleven employees = 54.55 x \$2.555 = \$139 + \$323 = \$462). Adding this to the previous cost figures of the Association's proposal, the increase now totals \$2,297 per employee, or 22% of the 1972 base figure of \$10,251 in City Exhibit No. 4.

#### ISSUE VI - UNIFORM ALLOWANCE

The Association proposes that the present uniform allowance of \$125 per year, paid on a voucher system as clothing is purchased, be increased to \$200 per year and paid in cash once a year.

The City proposes no change in the present uniform allowance.

In the exhibit submitted by the City after the hearing, only 5 of the 21 municipalities have a \$200 allowance, and as to the type of payment, 12 pay the allowance in cash and 9 by voucher. In Ozaukee County, Mequon and Thiensville have a \$200 allowance, Ozaukee County has no specific figure, Port Washington has \$150 and Grafton \$125, and all grant the allowance on a voucher system,

except Mequon.

Because of the size of the City's offer in other areas, because of the flexibility allowed in the present system (i.e., borrowing from balances in other employee's amounts in a particular year), and because of the lack of any sound evidence by the Association indicating that the "Cadillac" type of allowance is absolutely essential, the Association's proposal should be rejected. The Association's offer may also be illegal. One of the provisions is that "the employer shall not take any deductions from said payment." The Internal Revenue Service and Wisconsin Department of Revenue may have a different position on this, but the Association's proposal is absolute and does not even provide for this contingency. The City may not have the "lawful authority" to grant this proposal, one of the elements that must be considered pursuant to Section 111.77(b)(a).

Uniform allowances are merely another part of an employee's total compensation. Adding this \$75 amount to the previous computations, the Association's actual one year cash increase amounts to \$2,372 per employee, a whopping 23% increase.

#### CONCLUSION

The City is particularly disturbed with the type of negotiations engaged in by the Association this year. After six sessions, the Association's initial offer, which amounted to approximately a 40% increase, was trimmed only to an extremely healthy one year 23% proposal. The Association maintained its exorbitant position throughout the negotiations, even though the City continuously made efforts to develop an offer that would be attractive to its employees, but yet would be in line with the nation's economic controls and not unduly inconsistent with settlements reached with other employees. (City Exhibit No. 5 indicates that increases in actual wage costs (deleting the pension improvements) granted to public works employees amount to 4.8% in 1973 and 4.6% in 1974, as compared with 5.6% and 5.4% offered to policemen.) The



Association apparently had arbitration on its mind from the outset. Negotiations, therefore, became a sham, and contrary to the intent of Section 111.77, which was enacted with the hope of encouraging meaningful negotiations.

The City has made an extremely generous offer to its employees. The Association, on the other hand, has insisted on a proposal that is fiscally irresponsible, totally unreasonable and completely unjustified. It should be promptly rejected.

Accordingly, the City requests the Arbitrator to choose the City's last offer.

ARGUMENT

WAGES: The Association states that the City's proposal of \$10,395. for a patrolman at top pay is unrealistic. However, the final proposal of the City is for a pay of \$10,300 beginning January 1, 1973, jumping to \$10,600. starting July 1, 1973, to \$10,900. by January 1, 1974, and to \$11,125 by July 1, 1974. It would appear that the Association was still thinking in terms of the City's February offer, and had not really considered the City's Final offer, made in April.

In connection with the Wages discussion it is important to realize that all negotiating parties engaged in collective bargaining are asked by the Labor-Management Advisory Committee to achieve moderate wage and benefit settlements within the framework of stabilization policies. It set 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 normal wage and price controls, with expanding employment and output, moderate wage behavior and correlate price behavior is essential in the months ahead."

(Bureau of National Affairs, City Exhibit No. 11)

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 their own Department of Public Works. In the latter case the negotiations already concluded resulted in wage and benefit adjustments of less than 5%.

The Association, via a Survey made by Mr. Szymanski, has compared wages and benefits with those in Mequon, Grafton and Thiensville. As a result of this survey the Association felt they were justified in making demands to bring Cedarburg Police up to the level of their counterparts in similar communities. They have the same expenses, the same type of work, and felt they should receive comparable salaries. However, in doing so they have not used the final City proposal figures and, as a consequence, have somewhat distorted the facts. Even so, the Association has made their point that the Cedarburg rates are somewhat below comparable rates in the three selected communities. It would appear that the City is aware of these differences, even though similar comparisons with wage rates in 21 other communities in the area show only two will have a wage rate in 1973 higher than the wages proposed by the City.

Equally important, particularly since the differences are not that

far out of line, is the fact that the City has proposed to move into a catch-up program, while still following the guidelines set forth by the Labor-Management Advisory Committee. In other words, by following the guidelines of the Wage Stabilization officials to catch up in a multi-year agreement, the City has proposed a 5.6% actual dollar increase in 1973 (wage rate increase of 7.1%) and a 5.4% actual dollar increase in 1974 (5% wage rate increase). These are quite compatible with Wage Stabilization guidelines, whereas the Association demand calls for a 12.1% wage increase in one year, which is more than double the rate being maintained by responsible negotiators. This would also place Cedarburg wages considerably higher than any other community in the area.

RETIREMENT: The Association proposal is for the City to pay the full cost of the pension program starting in 1973, while the City proposes to pay the full cost, but over a one and one-half year period, so that by July 1, 1974 and thereafter, the City would pick up the complete cost. Again, this would tend to stay within the guidelines, and, at the same time, put Cedarburg police officers in the same position as many other communities. The Association pointed out in the hearing that in Pequon, Grafton and Thiensville the employer has picked up the total cost for the past three years.

EDUCATIONAL INCENTIVE PROGRAM: The Association is proposing that each officer receive \$50. per year for every three credits of acceptable college credit earned, with a maximum of \$1,000., and that such additions become a permanent part of the pay of each officer as long as he remains on the force. The City would continue the educational reimbursement program outlined in the 1972 Agreement.

This arbitrator does not believe that he should get involved in changing an agreed upon educational policy to one proposed unilaterally by one party. In other words, when an agreed upon policy already exists in the negotiated Agreement, it would appear that the parties should be the ones to change such a contract provision through direct negotiations. Further, if the information brought out in the hearing by James Jansen is correct, the trend is toward hiring police officers with college degrees, in which case salary schedules will probably start with degreed officers, and it will be up to non-degreed officers to become degreed officers to earn the full pay of a fully qualified officer, no matter how much experience may be involved. It would appear that only two other communities have a program similar to that proposed by the Association, with three others having a considerable lesser amount out of a total of 26 communities studied between the City and the Association. It was brought out in the hearing that less than 50% of cities in the Milwaukee area have an educational incentive plan as proposed by the Association.

OVERTIME PREMIUM: The Association is asking for time and one-half pay for all hours worked beyond 8 on a scheduled work day and for all hours worked at unscheduled times. The City proposes overtime after 8½ hours on regular workdays and a continuation of the regular 5-2, 4-2 schedule, which allows about eight days to be picked up at ten or fifteen minute intervals or other times not provided for.

There is no definite pattern in the neighboring communities as to the formula for compensating for overtime or the amount and type of overtime paid for.

Where there does not appear to be a clear-cut pattern for the compensation of overtime and there is no evidence of gross inequity, it would seem to be better for the parties to live with the existing pattern until they jointly negotiate an improvement. It is not something that should be determined by an arbitrator unless a dire emergency exists.

UNIFORM ALLOWANCE: The Association proposes that the uniform allowance be increased to \$200. per year instead of \$125., and that it be paid in cash to each officer, with no deduction for taxes. The City proposes no change in the present uniform allowance.

It was brought out in the hearing that the present system seemed to be working fairly well from the standpoint that money was available when needed, even though in any given year one or more officers might need and use more of the funds, which are kept in a common pool. It was testified that none of the police officers have paid for any clothing out of their own pocket. It is undoubtedly true that the amount of funds needed may have to be increased, since no adjustment has been made for a period of seven years, and clothing costs have been increasing. Yet it would appear that the fund at no time has become exhausted, and that each officer has been able to get the clothing he needs. It was pointed out at the hearing that the department is not shoddy looking, but quite to the contrary.

Under the circumstances it would appear that there is no immediate need or emergency that is not being met, so it should be possible for the parties to negotiate during the coming negotiations a satisfactory amount to take care of all necessary items.

It was pointed out at the hearing that the eleven members of the bargaining unit feel that they are capable of handling the money and spending it when they need to. Therefore, the money should be given to each officer to use when needed, according to the Association.

It is doubtful if a cash payment for clothing could be made to employees without making the necessary tax deductions for the amount so paid. Then, the procedure would be for each officer to take a tax deduction for clothing items he is required to buy. It would almost seem more desirable to leave this money in a non-taxable fund to be used as needed. At any rate any change in the present method of providing for clothing should be negotiated between the

parties and not decided by an arbitrator.

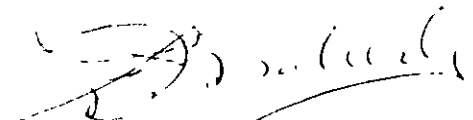
CONCLUSION: It would appear from the City's figures, uncontested by the Association, that the amount of the cash increases involved in the impassed items is \$2,372. per employee, or a 23% increase in 1973 alone. There is no question in the mind of the arbitrator that the present pay is on the low side and an upward adjustment is justified. However, in view of the number of items which really should be negotiated by the parties, plus the out-of-line adjustment proposed by the Association to be made in one year, which is way beyond the guidelines for responsible wage behavior established by wage stabilization officials, and taking into consideration the factors enumerated in Section 111.77 (6) (a-h), and 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 for a two-year agreement.
2. That the wage proposal of the City covering 1973 and 1974 be accepted by the parties.
3. That the City absorb the total retirement and pension costs by July 1, 1974, on the schedule proposed by the City.
4. That overtime and uniform allowance provisions remain as they are until the parties are able to negotiate an improvement.
5. That the Education reimbursement program be retained until the parties are able to negotiate an improved plan.
6. That the Education Incentive proposal of the Association be denied.
7. That all segments of this Award be consummated as of January 1, 1973.

Date: July 16, 1973

By

  
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Russell L. Moberly  
Arbitrator.