

STATE OF WISCONSIN

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

In the Matter of	:	<u>DISCUSSION & AWARD</u>
CITY OF WAUKESHA, WISCONSIN	:	
and	:	Case XIX
	:	No. 16633
	:	MIA-44
WAUKESHA PROFESSIONAL POLICEMEN'S ASSOCIATION	:	Decision No. 11799-A

On the 3rd day of May, 1973, the undersigned, Philip G. Marshall, of Milwaukee, Wisconsin, was appointed by the Wisconsin Employment Relations Commission as the impartial arbitrator to issue a final and binding award in the matter.

The proceeding had come on before the Wisconsin Employment Relations Commission pursuant to a request by the Union that compulsory and binding arbitration be had pursuant to Section 111.77 of the Municipal Employment Relations Act for the purpose of resolving an impasse arising in collective bargaining between the petitioning union and the City of Waukesha on matters affecting wages and other conditions of employment of all employees of the Waukesha Police Department, including employees in the positions of dispatcher, patrolman, detective and sergeant, but excluding those in the positions of chief, inspector, captain, lieutenant and all other employees. Pursuant to said petition and after investigation by the Commission, and the finding of an impasse, the parties were furnished a panel of arbitrators from which they could select a sole arbitrator to issue a final and binding award in the matter, and the undersigned was selected from said panel.

The applicable provisions of state law under which the arbitration proceedings were held are set forth in Section 111.77(4) of the Wisconsin Statutes. In conformance with the provisions contained therein, the parties elected to follow Form 1 which provides that, "the arbitrator shall have the power to determine all issues in dispute involving wages, hours and conditions of employment."

At the time of hearing, the following issues remained in dispute:

1. Salary
2. Vacation
3. Health Insurance
4. Longevity
5. Holidays
6. Pension
7. Health insurance after retirement
8. On-call pay (also referred to as Stand by/Alert pay)
9. Overtime - premium time guarantees
10. Duration of contract
11. Settlement of disputes

Several other issues which had been outstanding were settled at the time of hearing, i.e., (1) clothing allowance; (2) extra pay for cycleman; (3) life insurance; and (4) shift assignment procedures.

On the economic front, both sides presented a great deal of general testimony and argument which was of little probative value in connection with any of the specific issues involved in these proceedings. The testimony of the Union's Consulting Economist was so general and lacking in specifics as to be largely irrelevant. Likewise, the City's contention that Waukesha and Milwaukee were in differing labor market areas and have little in common on the economic front not only challenges the imagination but adds little to any of the specific issues involved.

Consequently, testimony along these general lines did not enter into my decision with respect to the several issues dealt with hereafter.

Appearances for the Association: William F. Reilly, counsel.

Appearances for the City: Michael, Best & Freidrich, by Marshall R. Berkoff, counsel; and William Lawler, City Attorney.

1. SALARY; and 10. DURATION OF CONTRACT

It is difficult if not impossible to divorce these two issues, i.e., salaries and length of contract. It is likewise difficult if not impossible to deal with most of the other issues in dispute unless one considers them in context with the duration of the particular benefits involved; hence, the length of contract issue had best be dealt with at the outset.

Both parties seem to agree that whatever salary benefits result will be made retroactive to January 1, 1973. Throughout the whole of the period which covered current contract negotiations (since August 1, 1972), it appears that the City based all of its several proposals in contemplation of a two year contract. The Association was equally adamant in basing its several proposals upon a one year contract. Neither side appears to have budged from their fixed position regarding the duration of the labor agreement.

On the question of duration, the Association argues in material part as follows:

"The City, throughout the negotiations has refused to offer or consider any offer based on a one year contract. Their justification for this was that all other City departments were on a two year basis. This, of course, was the first year the City could claim this. The reason they can now claim this is that they refused to bargain with any of the other units on anything other than a two year basis. The other units, of course, with the exception of the firemen, did not have the advantage of compulsory arbitration and either had to accede to the City's demand or have no contract at all.

"While it is true that some of the police departments cited by the Waukesha Professional Policemen's Association do have a 2-year contract, freely entered into by both parties, Exhibit 20 which is the City's exhibit, indicates that only 5 out of 33 departments are on a 2-year basis.

* * *

"It is the belief of the Waukesha Professional Policemen's Association that under these circumstances it would neither be legal or equitable to impose a 2-year contract on them. The powers of an arbitrator pursuant to Sec. 111.77(4) are limited to wages, hours and conditions of employment. Nothing therein gives powers to extend the duration of the contract. It can be further argued that

such a contract would and does bind a governmental body to be elected in the future. As to this latter argument, I must admit that the weight of authority is contrary to my position. The general rule seems to be that contracts of employment extending beyond the office of a public board, if made in good faith, is a valid contract.

Counsel for the City in his post-hearing brief, argues as follows:

"The City strongly urges a two year contract. Collective bargaining and, in two consecutive years, final and binding arbitration proceedings have occupied a substantial amount of time for City and Association representatives and have necessarily delayed settlement of police labor contracts for many, many months each year. We are already in the second half of 1973 and if the arbitrator decides on a one year contract, the parties will be back in bargaining for 1974 almost immediately. Such instability in labor relations is not constructive, strains budget and personnel planning for the City and personal planning for the employees involved. The City is not trying to gain an economic advantage to the detriment of its officers by this request. All other City groups, represented and unrepresented, have settled on this same two year basis and it is strongly felt that equity and good labor relations support this request.

* * *

"Under the 1967 Wisconsin Statutes, agreements could include 'a term . . . not to exceed one year.' Wis. Stats. Sec. 111.70(4)(i). The statute now provides the term of collective bargaining agreements shall not exceed three years. Wis. Stats. Sec. 111.70(3)(a)(4). This statutory history may explain why more communities have not had longer contracts. It is however a developing constructive movement in public employment"

Association counsel's argument that the arbitrator has no power to determine the length of the contract is at best specious. The phrase "wages, hours and conditions of employment" as contained in Section 111.77(4) of the Wisconsin Statutes, while it does not specifically mention the duration of the agreement, the power of the arbitrator to decide the length of the labor agreement (within reasonable limits) is implicit in the entire statutory scheme. The statutory provision cited by counsel for the City (above quoted) makes this preeminently clear.

A one year contract was at one time, particularly in the field of public employment, viewed as traditional. In recent years multiple year contracts are beginning to approach the norm rather than the exception, both in the public and well as the private sector. It must be conceded, however, that contracts beyond one year's duration have frequently included cost of living escalator clauses or wage and salary reopeners.

It is the judgment of the arbitrator that the City's proposal for a two year contract is both reasonable and desirable. Other bargaining units within the Waukesha City government are governed by two year contracts, and it would seem both fair and desirable to have some uniformity in this regard. It should also be noted that the hearing of this arbitration proceeding was not held until mid-July, after six months of the contract year had already elapsed. Final briefs were not exchanged until July 27 and this award will be issued in late August. However, I do recognize the force of the Association's argument that what has happened on the bargaining front in comparable localities, as well as the cost of living and wage control situation, is making long

term labor contracts an economic pitfall, and it is for this and other considerations that the award will provide that the subject of salaries (and salaries only) for the year 1974 may be the subject of further bargaining between the Association and the City. In other words, in conformance with the pattern of many contracts, particularly in the private sector, the two year agreement awarded herein shall provide for a salary reopener. I realize that the expired contract of the parties provided that negotiations for the succeeding year shall be reopened prior to August 1 of the contract year. However, in view of the circumstances herein involved, counsel for both the Association and the City seem to realize that any such negotiations would have to be held at a later date. In any event, this arbitration award will be received by the parties in ample time to perfect their salary negotiations for 1974 before the end of the current calendar year.

1. Salary Issue. As to salaries, the Association has proposed a \$68 per month increase across-the-board. Association counsel correctly points out that this represents a 7% raise in salary for Sergeants, a 7.16% increase for Detectives, and a 7.8% increase for the fifth year Patrolmen. In support of its demand, Association counsel in material part argues as follows:

"The cost of living has increased by 8.4% in the first six months and it is anticipated that the annual rate for 1973 will exceed 7%. Since the hearing 'Phase IV' has been initiated, which will undoubtedly increase the cost of living in 1973 beyond the 7%. Therefore, if the policemen are to continue to live at the 1972 level, a 7% increase in salary is an absolute essential.

* * *

"That in establishing a salary schedule consideration should be given to compensation paid to others in similar positions in the general area. The City objects to comparisons with Milwaukee suburbs. However, if only Waukesha communities lying between the Milwaukee County line and Waukesha were compared you would have the following communities and comparisons:

<u>Municipality</u>	<u>Top Pay Rate</u>	<u>City of Waukesha</u>
New Berlin	904.00	870.00
Brookfield	955.00	
Menomonee Falls	965.00	
Muskego	920.00	
Elm Grove	<u>950.00</u>	
Average:	939.00	

"Of those cities which the Waukesha Professional Policemen's Association has asked the arbitrator to take into consideration, twelve departments have settled for 1973; the average patrolman received \$956.00 or \$17.00 more than what the Waukesha Professional Policemen's Association has requested in salary.

* * *

"Throughout the negotiations the Waukesha Professional Policemen's Association was reminded that policemen were not hourly employees but salaried employees and that it would be unfair to make comparisons with industrial employees or municipal employees on an hourly basis.

"This criticism was well grounded and accepted. Yet every cost approach the City presented, either in negotiations or at the hearing, was based on an hourly computation. The classic example of this was the manner in which an attempt was made to show that a fireman whose monthly salary was \$837.50 with equal or better fringe benefits, if given a 5.5% increase, was entitled to a monthly salary increase of \$48.50 and fringe benefits of \$8.62 (No way of knowing if these were actual benefits or rollup costs). While at the same time a patrolman whose monthly salary was \$870.00, if given a 5.5% increase, was entitled to a monthly salary increase of only \$42.00 per month. This discrepancy was explained by the fact that firemen work 56 hours a week and that their hourly rate is less, so therefore 5.5% amounts to a greater dollar monthly increase."

The City of Waukesha's salary proposal contemplated a two year contract with no wage reopener. Its last best offer contemplated a \$42.00 per month across-the-board increase for 1973 and a \$43.00 per month across-the-board increase for 1974. In his post-hearing brief, counsel for the City justifies the City's position as follows:

"The City's cash offer of \$42.00 a month per officer in 1973 and \$43.00 a month in 1974 will place a 5th year patrolman at \$912.00 a month (1973) and \$955.00 a month (1974) and a sergeant at \$1,024 in 1973 and \$1,067 in 1974. It is important to note that this figure does not include longevity payments and is being compared by the Association to some 20 communities, of which only 1 is known to have a longevity plan. This apples-oranges comparison is unfair since longevity pay is as much a matter of cash as is base pay. As Ex. 2 - Union indicates, 45 men in the department are receiving from \$5.00 to \$20.00 a month in additional longevity compensation.

"Using 1973 as a basis of comparison, Waukesha's offer is:

	<u>Waukesha</u>	<u>18 cities average</u>
patrolman	\$ 912/mo.	\$844.05/mo.
sergeant	1,067/mo	\$932.66/mo.

"Sergeant Stigler testified that he averaged the 12 department surveyed for the Association which settled for 1973 and found an average of \$956.00 for the top paid patrolman. If that average is itself averaged with the 18 community average presented by the City - the overall average for the top paid patrolman is \$900.03 a month; almost \$12.00 a month less than the City's offer in 1973."

Counsel for the City further argues that federal guidelines apply to state and local employees, in which connection he cites Cost of Living Council Ruling 1972-1, January 5, 1972 (37 F.R. 247, January 7, 1972). He also cites Section 130.12 and quotes therefrom the following excerpt from the Federal Register:

"The general wage and salary standard is a 5.5% percent increase per annum. The standard shall apply to any pay adjustment payable with respect to an appropriate employee unit after January 10, 1973. Adjustments in excess of the standard may be made only as necessary to reflect qualified fringe benefits or to prevent gross inequities, serious market disruptions, or localized shortages of labor . . . No wage or salary increase should be placed into effect which is unreasonably inconsistent with the standard or the goals of the Economic Stabilization Program."

He also properly observes that: "Recent increases in Cost of Living have become the common enemy of employees, employers and taxpayers alike." Which appears to be an oblique concession that the increases proposed by the City do not entirely take into account recent increases in the cost of living and that the Association's position in this regard cannot be dismissed as an excess in bargaining zeal.

In its contract with the fire department the City of Waukesha granted an across-the-board increase in salaries in 1973 of \$48.50 and \$55.80 for 1974. While the Policemen's Association proposal can be justified on the basis of the increase in the cost of living, in order to do so one would have to take into account the substantial increases which have occurred in the first six months of 1973. Had contract negotiations for the year 1973 followed their normal course, the collective bargaining agreement would have been entered into at least six months before the cost of living increases relied upon had come into being. I do believe, however, that the increase proposed by the City for 1973 is inadequate and that the salary increase granted to the fire department of \$48.50 across-the-board is more in keeping with collective bargaining realities. It is for this reason that the award will provide for an across-the-board increase of \$48.50 to take effect as of January 1, 1973. The position of the City that policemen are not entitled to the same monthly increase as firemen because they do not work as many hours is a curious one I have not heretofore encountered - at best it is specious. Likewise, any attempt to place the salaries of policemen and firemen on a different footing because of certain differences in fringe benefits, is like mixing apples and coconuts. Wages and salaries, and fringe benefits should each be viewed in their own context.

As previously noted in my discussion of the contract term issue, the salary level for 1974 is left to the further negotiations of the parties. Perhaps, with all other issues out of the way, they will be able to resolve the matter without further resort to arbitration. I believe that it is particularly appropriate that the 1974 salary issue not be resolved by me in these proceedings, not only because the parties have never bargained in the context of a contract to cover 1974 salary levels, but also because of the possible effect of the Phase IV provisions governing the state and local government sector (which is undertaken for the first time) which is just coming into being and is as yet an unknown factor.

2. VACATIONS

The present contract calls for a vacation schedule as follows:

Two (2) weeks after one (1) year.

Three (3) weeks after ten (10) years.

Four (4) weeks after twenty (20) years.

To the present schedule the City offered to add five (5) weeks after twenty-five (25) years of service.

The Association's proposal and its argument in support of that proposal in material part reads as follows:

"It is the position of the Waukesha Professional Police-
men's Association that the arbitrator should enter an order
that Article 6.04(A) should be amended to read as follows:

"6.04 (A) Two weeks after one (1) year of service.
Three weeks after 8 years of service, four weeks after
15 years of service and five weeks after 22 years.

"The City has offered a change so as to give a man
5 weeks after 25 years. This of course would cost the City
nothing as no men would qualify. With the present pension
system, it is unlikely if anyone would ever qualify for
this benefit.

"This particular benefit is most important to the
Waukesha policemen. It is their opinion that with the
increased pressures of the job only a break from it
occasionally can relieve that pressure so as to make
them a better officer.

"All of the municipalities cited by the Waukesha
Professional Policemen's Association except one have
better vacation schedules than the City of Waukesha and
more than half of those cited by the City have better
vacation schedules.

* * *

"The City of Waukesha is well aware that the
Association's proposed vacation schedule does and did
have top priority in their negotiations. It has been
computed that if this vacation schedule were costed,
the cost per man would be approximately \$5.84 per month."

To this argument of the Association, City counsel in his post-hearing
brief makes reply as follows:

"The City's offer of adding 5 weeks vacation after 25
years of service to an already competitive vacation schedule
is a fair and equitable resolution of this issue. The
Association points to the Water Utility vacation schedule
as a comparable but it is clear from the evidence that the
Water Utility is operated and managed and its labor relations
established and conducted on a totally separate basis from
City employees. It operates on a separate budget, pays its
employees from its own revenues and not from the City budget.
The utility retains and spends its own funds (Siequist direct
pp. 14-15). Further, there is no other evidence as to the
wages and fringes paid to its unrepresented employees which
could form a basis for a particularly meaningful comparison
with the City's offer to the police.

"The City's offered vacation schedule is equal to the
best of any City group (Ex. 18 - City) and the contention
that the special pressures of the job merits more vacation
is not convincing when the fire department's vacation

At the hearing, it was pointed out by Association witnesses that not only did the City's Water Utility have a more liberal vacation schedule than that offered by the City, but also that sixteen of twenty communities cited by the Association in its Exhibit 6 show improved vacation schedules over that proposed by the City of Waukesha.

While the Association presented strong and cogent reasons for increased vacation benefits, it is also true that the City, by the testimony of Chief Jones in Particular, adduced evidence that the Association's requested schedule would create certain work scheduling problems if the force were to remain the same. It is likewise true that for the year 1973 at least scheduling of increased vacations would be well nigh impossible in view of the time which has elapsed before arbitration proceedings were even undertaken. The awarding of increased vacation benefits for the year 1973 would be nothing more than an increased salary payment. The arbitrator therefore is of the opinion that for the contract year of 1973 the vacation schedule be as proposed by the City, i.e., Two (2) weeks after one (1) years; Three (3) weeks after ten (10) years; Four (4) weeks after twenty (20) years; and Five (5) weeks after twenty-five (25) years. The arbitrator does propose, however, that the vacation schedule for 1973 be liberalized for the year 1974 to provide as follows:

- Two (2) weeks after one (1) year;
- Three (3) weeks after ten (10) years;
- Four (4) weeks after fifteen (15) years;
- Five (5) weeks after twenty-five (25) years.

With these increased benefits not taking place until the contract year of 1974, scheduling difficulties would be minimized and at the same time it would also be a step forward in benefiting employees with substantial years of service. The arbitrator believes that the increased vacation benefits awarded for 1974 are amply justified by the existence of comparable vacations allowed in other communities as well as in private employment in the surrounding labor market.

3. HEALTH INSURANCE

For the year 1973 both sides are agreed that there shall be a full payment for health insurance. The only issue is created by the City's proposal that it pay only one-half of any premium increase which may result in 1974. Counsel for the City in his post-hearing brief observes: "There is no definite indication there will be a premium increase but the City believes, and all other units have agreed, that if an increase occurs, it should be shared. Since health insurance premium costs are affected by employee claims and usage, this proposal is reasonable and sensible."

The arbitrator is of the opinion that if the principle of full payment by the City of health insurance benefits is appropriate for the year 1973, it is likewise appropriate for the year 1974. Counsel for the City properly observes that the premiums may increase. There is also the possibility, and it is not unheard of, that the premiums could be reduced, all depending upon the experience of the carrier regarding the extent of usage during the preceding year. The principle of full payment being adopted for the year 1973 the arbitrator sees no logical reason for backing away from that principle in 1974 and the award will so provide.

4. LONGEVITY

The policemen's Association is requesting that they be paid longevity on the same schedule as that already adopted by the City for the Waukesha Fire Department.

While neither side presented any substantial evidence on this issue, it appears preeminently clear to the arbitrator that no logical reason exists for a difference in the longevity schedule between policemen and firemen. The award will therefore provide for both the year 1973 and 1974 that the longevity schedule be as set forth in the contract between the City of Waukesha and the International Association of Fire Fighters as follows:

"Longevity is \$10.00 per month after five (5) years of service, then an additional \$2.00 per month per year for each year of service thereafter, up to a maximum of twenty (20) years for a maximum total of \$40.00 per month."

5. HOLIDAYS

The only argument advanced by the Association in support of its demand for one additional holiday is that policemen more than any other class of employees are entitled to an additional day off to "revitalize themselves" because of the nature of their "highly charged" duties. The proposal of the City for nine paid holidays is not only fair and reasonable but is well in line with those provided for in comparable communities as well as private industry within the area. The Association's proposal with respect to one additional holiday is therefore denied by the award.

6. PENSION

It is difficult for the arbitrator to distinguish any real difference between the parties on this issue. Both seem to agree that it is the obligation of the City to pay into the Wisconsin Retirement Fund the employees' portion of their contribution to the Fund as well as that to which the City is initially liable. The point of difference, if indeed there be one, can best be "understood" upon reading counsel for the City's statement on the issue in his post-hearing brief:

"The City's payment of the officers' portion of pension has been calculated based on January base earnings, longevity and uniform allowance. Thus, the only portion of an officer's pension paid by the officer is on premium time compensation, increases in salary by reason of longevity or tenure (first year patrolmen coming into a second year). The City has offered raising its contribution to 6% on January, 1973 when state law raises the officer's contribution to that amount and there is no dispute about the 1973 or 1974 percentages, only the items of compensation on which it is computed. At least 6 communities of those surveyed pay less than full pension and while the cost of full payment is not substantial, the City has felt it should have a specified obligation based on a negotiated formula rather than the 'full payment' concept."

I see no real benefit to be derived from needlessly complicating the basic agreement that the City pay the employees' contribution to the Pension Fund. The arbitrator has therefore adopted in his award the language set forth by counsel for the Association which provides that Section 13.01 of the collective bargaining agreement read as follows:

"The City shall pay to the Wisconsin Retirement Fund the employe's portion of the employees contribution to the Fund."

7. HEALTH INSURANCE AFTER RETIREMENT

The position of the Association on this issue can best be understood by quoting the argument set forth by Union counsel in his brief:

"The pension system, State Law and common sense leads one to the conclusion that a police officer should retire prior to 65 years of age. However, as a practical matter, officers in Waukesha are not retiring at an earlier age and one of the most important reasons for this is that although their pension is almost enough to live on, there is no way that they can afford health insurance. There are also very few companies that will insure a 55-year old man and his family with the type of coverage afforded by his employment.

"Therefore it seems not only to be to the employee's benefit but to the employer's benefit to encourage retirement at age 55 as permitted by State Law. The insurance that is requested for these employees is only until the employee is eligible for Medicare. Therefore, we believe an order should be entered creating Section 9.01(C) of the contract which should read as follows:

"9.01(C) Hospital and Medical Insurance For Those Employees Retiring After January 1, 1973:

"The City shall pay the premium of the employee's group hospital and medical policy for every employee who shall retire after January 1, 1973, up to the date that that employee is eligible to enroll in Medicare.

"The City argues that this is a benefit for a retired employee and that therefore the Waukesha Professional Policemen's Association has no legal right to negotiate on this item. This, of course, is not true as it is a future benefit for an employee who is presently employed. It certainly is no different than the City continuing to pay the life insurance premium of a retired employee as it is presently doing under existing contracts."

Counsel for the City makes reply as follows:

"The City firmly believes continuation of insurance for employees after retirement is a matter for the employees themselves and should not be a cost charged to City taxpayers. The City respectfully notes the Supreme Court decision in Allied Chemical & Alkali Workers of America vs. Pittsburg Plate Glass Company et al U.S. Sup. Ct. (1971) 92 S.Ct. 383, 404 U.S. 157, 40 LW 4043 which held that retirees' benefits are not a mandatory subject for bargaining within the meaning of Section 8(a)(5) and 8(d) of the NLRA. The City believes the case will be followed by the WERC and does not believe the arbitrator should assert jurisdiction to resolve this issue. On its merits, and without waiving the jurisdictional point, the City notes no evidence in Ex. 6 - Union that any community cited by the union as comparable provides such benefit. No cost calculations were made or are known and this issue, we don't believe, is being seriously pressed."

The record of the hearing is barren of any real evidence to support the Association's demand that the City pay the hospital and medical insurance premiums for those employees retiring after January 1, 1973. Nowhere in the record of these proceedings is there any evidence which would give support to any of the several guidelines and criteria governing an arbitration proceeding of this kind as set forth in Section 111.77 of the Wisconsin Statutes. The demand of the Association in this regard is therefore denied and the award will so provide.

8. ON CALL PAY OR STAND BY ALERT PAY

In this demand the Association seeks what it refers to as "on call pay" for two Detectives each Sunday at the rate of \$2 per hour for an eight hour shift. As I understand it, the Association is also requesting that the entire police force be similarly paid when they are what is referred to as being on "stand by alert."

The evidence and arguments in support of this demand were nebulous and lacking in substance and for this reason the demand is denied and the award will so provide.

9. OVERTIME - PREMIUM TIME GUARANTEES

In this demand the Association is proposing that officers be guaranteed a minimum of two hours at the rate of time and one-half for each court appearance outside thier normal duty hours. The Association likewise suggests that in the event an employee is called back to duty for any reason he should be guaranteed a minimum of one hour pay at the rate of time and one-half. Also, in the event an officer is required to work during his regularly scheduled vacation, he shall be paid double time for hours actually worked.

Just how the suggested contract proposals would affect the City's current practice of time and one-half, except for the double time provision above referred to, was nowhere clearly set forth. In any event, no sufficient evidence was adduced at the hearing which would lend substance to this demand. It is therefore denied and the award will so provide.

11. SETTLEMENT OF DISPUTES

This issue arises out of the City's request that the contract contain what in effect can only be referred to as a no-strike provision. The Association says that such a contractual provision is unnecessary and constitutes merely an attempt by the City of "having an unfair advantage over the Association when it comes to bargaining."

While it can be effectively argued, as suggested by Association counsel, that the provision proposed by the City is unnecessary, it is nonetheless true that the proposal does nothing more than put in contract form what is otherwise provided for by state law. I see no valid objection to including it within the four corners of the collective bargaining agreement and fail to see how it would effect any "unfair advantage." Consequently, the City's proposal in this regard is approved and the award will so provide.

A W A R D

1. SALARIES - There shall be an across-the-board increase for all members of the bargaining unit effective as of January 1, 1973 of \$48.50 per month; salaries for the year 1974 are not determined by this award but shall be the subject of further negotiation between the parties, including the resort to statutory final and binding arbitration, should such be necessary.

2. VACATIONS - For the contract year of 1973, the vacation schedule shall be as proposed by the City, i.e., Two (2) weeks after one (1) year; Three (3) weeks after ten (10) years; Four (4) weeks after twenty (20) years; and Five (5) weeks after twenty-five (25) years; for the year 1974, the vacation schedule shall be amended so as to provide as follows: Two (2) weeks after one (1) year; Three (3) weeks after ten (10) years; Four (4) weeks after fifteen (15) years; and Five (5) weeks after twenty-five (25) years.

3. HEALTH INSURANCE - The City shall pay the premium for each employees' group hospital and medical policy for both the year 1973 and 1974.

4. LONGEVITY - The longevity schedule for both 1973 and 1974 shall be as follows: Longevity is \$10.00 per month after five (5) years of service, then an additional \$2.00 per month per year for each year of service thereafter, up to a maximum of twenty (20) years for a maximum total of \$40.00 per month.

5. HOLIDAYS - The holiday schedule shall remain as proposed by the City for both 1973 and 1974.

6. PENSIONS - The City shall pay to the Wisconsin Retirement Fund the employees' portion of the employees' contribution to the Fund for both 1973 and 1974.

7. HEALTH INSURANCE AFTER RETIREMENT - The Association's proposal is denied.

8. ON CALL PAY OR STAND BY ALERT PAY - The Association's proposal is denied.

9. OVERTIME - PREMIUM TIME GUARANTEES - The Association's proposal is denied.

10. DURATION OF CONTRACT - There shall be a two year contract covering the years 1973 and 1974; provided, however, that salary levels shall be subject to reopening and further bargaining between the parties, including possible statutory final and binding arbitration, for the year 1974.

11. SETTLEMENT OF DISPUTES - A no-strike provision such as proposed by the City shall be included in the 1973-1974 contract of the parties in language identical to that contained in the City's contract with the Fire Fighters.

Respectfully submitted,

Philip G. Marshall /s/
Philip G. Marshall

August 30, 1973