

STATE OF WISCONSIN

ARBITRATION AWARD

SEP 19 1974

In the Matter of

THE MADISON PROFESSIONAL POLICEMEN'S ASSOCIATION

and

THE CITY OF MADISON

:
: WISCONSIN EMPLOYMENT
: RELATIONS COMMISSION

: Case XXXIV

: No. 17524 MIA-85

: Decision No. 12409-B
:
:

Appearances

Richard V. Graylow of Lawton & Cates, Attorneys at Law, representing the Madison Professional Policemen's Association (MPPA), hereinafter referred to as the Association.

C. Barry Ott, Labor Relations Director, City of Madison, hereinafter referred to as the City.

Background

The Association is recognized by the City as exclusive bargaining representative of all non-supervisory law enforcement personnel in the police department. The unit includes patrolmen, police officers, uniformed special investigators, plainclothes detectives, sergeants, detective supervisors, and policewomen. There are about 250 individuals in the unit. The parties had an agreement for 1973 which expired on December 15, 1973. Since that time they have been operating under the conditions of the old agreement and have agreed that the award in this case should be retroactive to that time.

The parties negotiated unsuccessfully during the last half of 1973 over the terms of a renewal of their agreement. The petition in this proceeding was filed on January 8, 1974. After that the Wisconsin Employment Relations Commission conducted a further mediation session and ascertained that the parties still disagreed on the clause on residency requirement, on scheduling the workweek, and on wages. Then on February 8, 1974 WERC issued an order to initiate arbitration under the provisions of Section 111.77 of the Wisconsin Statutes. The parties had chosen the option which limits the arbitrator to a choice between the last and final offers of the disputants. The Association filed its final offer with WERC on February 22 (see Attachment A). The City

submitted its final offer to WERC on February 27 (see Attachment B). The undersigned was chosen by the parties from a list of five arbitrators submitted to them by WERC and was notified of his appointment by letter from the Chairman, WERC, dated April 8.

The arbitrator conducted a preliminary conference on April 26. On that date there were three unresolved issues, although one of them, a "past practice" or "maintenance of benefits" clause proposed by the Association, had replaced the workweek schedule issue, which had been dropped by the Association. The second issue was still residency requirement. On wages the Association had increased its demand from 5½ per cent to 11 per cent. As a result of negotiations that took place that day after the arbitrator had left the conference the parties agreed on the "maintenance of benefits" issue. During the conference the parties agreed that there would be no changes in their final offers after May 8. Subsequently, in a letter dated May 8, the Association informed the arbitrator that it had dropped the residency requirement proposal, that the "past practice" clause proposal was withdrawn, and that the only issue was its proposal of an 11 per cent wage increase. The City did not change its February 22 offer, which had made only one proposal: 5 per cent increase in wages.

As a result of the April 26 conference it was agreed that the parties would submit briefs to be exchanged by the arbitrator on May 15. Rebuttal briefs were to be submitted to the arbitrator by June 28. At that time either party or the arbitrator had one week to decide on whether a hearing was necessary to further clarify the issues. The rebuttal briefs were delayed a week by agreement of the two sides and were ultimately exchanged on July 8. On July 10 in a letter to the arbitrator the City made a formal objection to the Association's inclusion of new data in its rebuttal brief. In a reply to the objection dated July 11 the Association's attorney offered the prospect of a further exchange of rebuttal briefs, but then on July 12 he wrote that unless the arbitrator denied the City's objection and considered the alleged new information contained in his rebuttal brief, he would exercise his option of asking for a hearing. Since the arbitrator thought that a hearing was unnecessary under the circumstances and because the City had indicated in its July 10 letter that it "had the capacity to respond to the new data," the arbitrator informed the parties by letter dated July 27 that they could file additional rebuttal briefs. These briefs were filed with the arbitrator on August 10 and exchanged on August 12.

FINDINGS OF FACT

Although the issue here is quite simple, whether these employees should have an overall increase of 5 per cent or 11 per cent, the circumstances surrounding the arbitration proceeding and the implications of the award one way or another are more complex.

Data submitted by the City show that the monthly salaries of City police officers have increased as shown on the following table during the past three years:

MONTHLY MINIMUM AND MAXIMUM SALARY OF MADISON CITY POLICE OFFICER

YEAR	MONTHLY SALARY		PERCENTAGE CHANGE	
	MINIMUM	MAXIMUM	MINIMUM	MAXIMUM
1970	\$615	\$790	-	-
1971	658	833	+7.0	+5.4
1972	773	879	+17.5	+5.5
1973	808	918	+4.5	+4.4
AVERAGE INCREASE/YEAR			+9.7	+5.1

During the same period the average annual increase in the cost of living has been 4.6 per cent (4.3 per cent from 1970 to 1971; 3.3 per cent from 1971 to 1972; and 6.2 per cent from 1972 to 1973). Thus the maximum rate, which is most pertinent for comparative purposes, advanced more rapidly than increases in the cost of living, as measured by the Consumer Price Index, during the years 1970 to 1973.

The City also showed earnings figures for production workers in Madison during the same period. The average annual increase for that group was 4.6 per cent, which is somewhat below the average annual increase in the maximum rate for Madison policemen. Earnings and rates represent different measurements, however, so they are not strictly comparable. A somewhat similar comment can be made about the City's comparisons with the police officers' salaries in Middleton, Monona, Sun Prairie, and Dane County. None of these jurisdictions is strictly comparable, and Madison police rates are somewhat higher than those in nearby municipalities. Nevertheless, the comparisons show that Madison policemen's rates have made a relative gain at the minimum during the period and have about held their own with these other jurisdictions at the maximum. The most pertinent of these comparisons is with the Dane County Sheriff's Department. Here the City presented the following comparison:

SALARY PLUS LONGEVITY AFTER 11 AND 21 YEARS

	1970	1971	1972	1973	1974
DANE COUNTY	\$820-844		\$933-977	\$980-1027	\$1039-1088
MADISON	837-877	\$883-925	932-976	973-1019	

This comparison shows that the monthly pay of the two largest police forces in Dane County have been very similar for senior employees. The Dane County settlement for 1974 was 6 per cent.

Numerous other comparisons were presented by the City to show rates for police forces in Fox River Valley and Lake Michigan shore cities. Some of those figures were incomplete for 1974. The following tables show what the City presented in the way of comparisons for the years 1970 through 1973.

FOX RIVER VALLEY CITIES - SALARY PLUS LONGEVITY AFTER 11 AND 21 YEARS

<u>JURISDICTION</u>	<u>1970</u>	<u>1971</u>	<u>1972</u>	<u>1973</u>
Appleton	\$691-711	\$773-793	\$842-862	\$842-862
Fond du Lac	735-755	780-825	840-860	887-907
Green Bay	710-730	780-800	825-830	888-893
Menasha	695-705	695-705	805-820	845-860
Neenah	615-620	757-770	797-810	852-865
Oshkosh	722-738	787-803	813-829	858-874
Sheboygan	696-727	742-778	771-808	814-854
Average	695-712	759-782	813-831	855-874
Madison	837-877	883-925	932-976	973-1019
Madison Percentage of Average	120-123	116-118	115-117	114-117

MILWAUKEE AREA POLICE OFFICER SALARY PLUS LONGEVITY AFTER 11 AND 21 YEARS

<u>JURISDICTION</u>	<u>1970</u>	<u>1971</u>	<u>1972</u>	<u>1973</u>
Kenosha	\$738-748	\$792-802	\$828-838	\$877-887
Milwaukee	810-810	810-810	966-966	966-966
Racine	794-817	844-869	908-922	952-966
Wauwatosa	804-804	875-875	920-920	971-971
West Allis	829-839	893-903	946-956	991-1001
Average	795-804	843-852	914-920	951-958
Madison	837-877	883-925	932-976	973-1019
Madison Percentage of Average	105-109	105-109	102-106	102-106

These tables show that in comparisons of police officers with lengthy service Madison has higher rates than the cities with which it has compared itself. That is, Madison has a liberal longevity pay plan. On the other hand, the differentials in favor of Madison have been declining during the period of comparisons.

In the comparisons of the same cities which the City presented for minimum and maximum of range, which means in effect, the starting rates and rates after three years, Madison is somewhat lower:

MILWAUKEE AREA POLICE OFFICER SALARY RANGES, MINIMUM TO MAXIMUM

<u>JURISDICTION</u>	<u>1970</u>	<u>1971</u>	<u>1972</u>	<u>1973</u>
Kenosha	\$648-728	\$702-782	\$738-818	\$786-866
Milwaukee	685-810	685-810	819-966	819-966
Racine	748-782	797-832	848-882	889-924
Wauwatosa	715-804	786-875	831-920	877-971
West Allis	719-819	776-883	823-936	847-983
Average	703-789	749-836	812-904	844-942
Madison	615-790	658-833	773-879	808-918
Madison Percentage of Average	87-100	88-100	95-97	96-97

During these years Madison has increased somewhat in comparison with the other cities at the minimum of the range but has declined slightly at the top of the range.

The Association introduced the following comparison of cities:

STARTING MINIMUM AND THREE YEAR MAXIMUM
SALARIES OF POLICEMEN IN SELECTED CITIES
OF THE STATE OF WISCONSIN:

<u>CITY</u>	<u>POPULATION</u>	<u>START MIN.</u>	<u>3 YR. MAX.</u>	<u>RELATIVE RANKING</u>	<u>UNIFORM ALLOWANCE</u>
1. West Milwaukee	4,405	\$880	\$970	5	\$150
2. Cudahy	22,078	880	983	3	175
3. Wauwatosa	58,676	877	971	4	185
4. Muskego	11,573	860	950	8	Complete
5. Racine	95,162	889	924	14	140
6. Brookfield	32,140	855	955	7	150
7. Fox Point	7,939	853	985	2	125
8. Menomonee Falls	31,697	835	920	15	60
9. South Milwaukee	23,297	828	942	10	175
10. Madison	172,000	808	918	16	96
11. Brown Deer	12,582	808	925	13	130
12. Greenfield	24,424	803	960	6	165
13. Bayside	4,461	800	989	1	150
14. Mequon	12,150	799	937	12	200
15. Port Washington	8,752	799	909	17	150
16. Germantown	6,974	795	939	11	---
17. Elm Grove	7,201	790	950	9	175
18. New Berlin	26,910	735	904	18	---

Except for Racine these cities are all suburbs of Milwaukee and among these suburbs, except for Wauwatosa, it seems doubtful that they have police forces that should be compared with Madison's. There are also some anomalies in these data. For instance, although Racine is listed as 14th in relative ranking at the three year maximum level, it is first at the starting level. And Bayside, listed as first at the three year maximum level, is 13th at the minimum level. Longevity payments for these cities were not shown. The City data, however, showed that Madison has a more liberal longevity policy than either Racine or Wauwatosa.

1974 Settlements

The City and the union representing its fire fighters settled for a 5 per cent general increase and a reduction in hours from 56 to 48 per week. According to information introduced by the City, other City employees and County employees received 6 per cent. Madison Area School District employees received 4.5 to 6 per cent, and State of Wisconsin employees, who comprise the largest group of employees in the Madison area, received 5 to 5.5 per cent for 1974.

The Teamsters Union and the Madison Service Corporation, which operates the municipally owned transit system in Madison, negotiated a 9 per cent increase effective from May 1, 1974 to April 30, 1975.

Perhaps the settlement in the State of Wisconsin which has received the most attention covers the police in Racine. There the parties settled

for \$33 per month* effective January 1, 1974 plus a cost-of-living clause which operates quarterly. Since the cost of living has increased approximately 6.1 per cent in the six months following January, 1974, presumably the wage rate for Racine policemen will have increased by that amount effective July 1, 1974. This makes a total increase so far in 1974 of between 9 and 10 per cent, with a prospect of perhaps another 3 per cent on October 1 and another 3 per cent on January 1, 1975 when the agreement also operates to give policemen a general \$30 per month increase. The cost-of-living clause will continue to operate quarterly during a two year period from January, 1974. It should be pointed out that except for the flat increases on January 1, 1974 and January 1, 1975, these increases come in quarterly increments and are not retroactive to the beginning of the contract year. Thus, if we estimate the \$33 per month increase to be approximately 3.5 per cent and if we assume that the operation of the escalator clause, in quarterly installments with approximately a one per cent increase in cost of living per month, increases wages by 3 per cent each quarter beginning on April 1, then the increase in a Racine policeman's annual income for the year 1974 will be approximately 8 per cent. Given the same assumptions concerning a continued advance in the cost of living in 1975, and counting in the \$30 general increase as 3 per cent, a Racine policeman's annual income in 1975 would increase by 10.5 per cent of the January 1, 1975 base.

In a proceeding like this one, City of Kenosha policemen were granted increases estimated in the arbitration award at 5.7 per cent. In that case, however, the City of Kenosha's offer was selected because the arbitrator agreed with the City of Kenosha's argument that it could not afford to have the police association's 9 per cent offer adopted.

The increase for Milwaukee policemen, which resulted from an earlier arbitration in 1973, was 4.5 per cent. Some other settlements, as estimated in exhibits introduced by the City have been:

<u>CITY</u>	<u>1974 PERCENTAGE</u>
Appleton	6.5
Fond du Lac	6.1
Menasha	6.9
Neenah	6.0
Sheboygan	7.2
West Allis	4.8
Beloit	8.0
Eau Claire	7.8
Janesville	8.8
La Crosse	5.4
Wausau	5.1
Wisconsin Rapids	6.2
Average	6.6

It should be noted that at the time of this proceeding information was not available concerning settlements for several cities including Wauwatosa, Green Bay, and Oshkosh.

Position of the Association

Although the Association introduced a variety of information about settlements in the public sector (not only police settlements) in other states and made some comparisons of Madison policemen's annual rates with rates in cities of fairly comparable size in other parts of the country,

*The parties disagreed in their briefs on whether the Racine settlement of \$33 per month effective January 1, 1974 applied to all employees in the unit or only to those at the maximum of their scales. The arbitrator did not make an independent check.

its principal and most persuasive position is that the rates of pay for Madison policemen should be raised to compensate for large increases in the cost of living since their last salary adjustment in December, 1972. According to the Bureau of Labor Statistics the Consumer Price Index increased 6.2 per cent in 1973. So far in 1974 (January to July) the increase has been 6.1 per cent. From July, 1973 to July, 1974 the increase has been 11.8 per cent. If the cost of living continues to rise at its present pace, then the 11 per cent salary increase proposal, although more than twice as much as the City's offer, would still result in a decline in real wages during the year 1974.

The Association also has introduced some testimony relating to increases in productivity of policemen, but its main case is based on cost of living changes. Although the Association urges the arbitrator in the words of the law to "give weight to" all of the factors listed therein, it emphasizes that in addition to the cost of living criterion the arbitrator is compelled to consider "changes in any of the foregoing circumstances (i.e., wages, hours, cost of living, etc.) during the pendency of the arbitration proceedings." In this connection the cost of living has increased more rapidly during the eight months since the 1973 agreement terminated than it had during the year 1973. This arbitration, therefore, must take into account that change in the rate of increase of the cost of living since the petition was filed.

The Association also points out that since filing the petition in this proceeding it has dropped its demands on residency requirement and work schedules but that the City has not moved from its original wage offer of 5 per cent.

Position of the City

The City bases its case largely on comparisons. As the second city in the state in population there are no others that are directly comparable. But Madison is only slightly behind Milwaukee in its minimum and maximum patrolman rates and is somewhat ahead when longevity payments for senior rank and file staff are included. Although the City's salaries have declined slightly in the past few years when compared with lake shore cities and larger Milwaukee suburbs in the southeast corner of the State of Wisconsin, at the minimum and maximum they are not far below the average of the cities with which comparisons were made. When longevity is included, the long service employees have a salary advantage in Madison. And since longevity payments are calculated as percentages of base pay rather than by fixed dollar amounts, as is the case in some other cities, a 5 per cent increase has a more extensive effect than it would otherwise have. The City also points out that it has also agreed to increase its pension contribution on behalf of employees by one-half per cent.

Although its 5 per cent offer is somewhat below the average (6.6 per cent) of settlements shown on page 6 above, the City points out that 5 per cent is closer to that average than is 11 per cent.

The City also emphasizes that its offer is similar to or the same as its settlements with other direct City employees and that adoption of an 11 per cent increase for the police would be unfair to other employees whose unions had settled without arbitration and would tend to be disruptive of those relationships. In connection with the indirect employees of the transit service, the City points out that the 9 per cent wage increase granted to those employees had the elements of a catch-up increase based on comparisons with other comparable employees in other cities.

The City's position on the cost of living issue is that the arbitrator should consider the facts as they existed in December, 1973 when the old agreement expired, that to base an award on developments that have occurred

since then would both be unfair to the employees in the units who have settled without recourse to arbitration and would encourage unions in the future to delay settlements and to arbitrate economic issues rather than making timely agreements.

OPINION

The data introduced by the Association showing the amounts of settlements in other parts of the country in both the private and public sectors and among such groups as teachers, fire fighters, hospital workers, telephone workers, airline mechanics, etc. give an indication of the trend of settlements in the past few months, but their relevance to this proceeding is questionable. The same comment can be made about the levels of police income in such cities as Berkeley, Oakland, and Pasadena, California; Peoria, Illinois; Alexandria, Virginia; Duluth, Minnesota; and Bridgeport, Connecticut. All of those cities are in different labor markets as far as their police forces are concerned and there was no showing that Madison police income should bear any particular relationship to the policemen's income in those cities.

The strength of the Association's case and the most persuasive argument made has to do with the increase in the cost of living. Even if the employees in this unit are granted an 11 per cent increase, their real wages will fall during the term of the agreement. I am convinced that despite the adverse implications seen by the City in taking increases occurring since December, 1973 into account in this proceeding, the law requires that the arbitrator do so. I accept the Association's argument on that point, and if that were the only consideration I needed to take into account, I would adopt the Association's proposal as my award.

The other criteria that must be considered as well are specified in the law as factors which an arbitrator "shall give weight to." Although I have given appropriate consideration to all the factors listed in the law, the five which are most pertinent in my opinion are the following (excerpted from the law):

(d) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees generally:

1. In public employment in comparable communities.

2. In private employment in comparable communities.

(e) The average consumer prices for goods and services, commonly known as the cost of living.

(f) The overall compensation presently received by the employees, 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.

I have discussed the application of factors in paragraphs (e) and (g) above. In reviewing the facts in this case against the factors in the other three paragraphs, I will make three points:

1. With respect to (d), the policemen of Madison are not at any clear disadvantage in their compensation when compared with other employees performing similar services in public employment in comparable communities in the State of Wisconsin. Although their wages, hours and conditions of employment are not the best in all respects when such comparisons are made, one can describe their compensation schedule as generally superior to most, especially among long service employees. And although there are no directly comparable employees in the private sector in Madison, and although comparisons are inexact because we are comparing rates with earnings, it appears from the evidence introduced by the City that these employees probably received slightly larger increases in compensation from 1970 to 1973 than did employees in manufacturing plants in Madison.

With respect to (f), although there was little testimony introduced concerning fringe benefits, it appears to the arbitrator on the basis of the facts presented that overall compensation and the City's offer are adequate in terms of this criterion. The City pays the entire pension contribution, there is an educational incentive program with a maximum of 22 per cent allowance for highest educational achievement, and a longevity allowance with a maximum of 11 per cent after 20 years. According to the City's presentation, two-thirds of the police force have more than five years of service. Twenty-eight per cent have 5-10 years of service and qualify for 3 per cent longevity allowance; eighteen and six-tenths per cent have 10-15 years and qualify for 6 per cent; and twenty and four-tenths per cent have over 15 years of service. After 14 years an employee qualifies for 8 per cent. After 16 years he qualifies for 9 per cent, after 18 years 10 per cent, after 20 years 11 per cent.

With respect to (h) I am troubled by the prospects of what the demands of other organized units of City employees would be now and in the future. There would be proposals for equal treatment for the current year or better treatment next year in order to catch up. Although the City has not made any argument with reference to its ability to pay for such an increase as contemplated by the Association's proposal, I fear that there would be a spiraling of the City's employee compensation costs.

And finally, in further respect to (h) quoted above, the working population of the City of Madison is largely made up of people employed in the public sector. Except for a minor number of such employees who may have had their salaries increased at a more rapid rate than the others, most of these workers have received increases in 1974 of about 5 to 6 per cent. The 11 per cent proposed by the Association is quite out of line with the increases that the majority of workers have received in the City of Madison.

I am not unmindful of the fact that fire fighters have received a 14 per cent reduction in their weekly hours of work and that this shorter work week increases their prospects for obtaining outside income. But that reduction was made because federal law induced it. The same law

probably will induce the City to adopt the 8-hour day for fire fighters fairly soon. With that prospect in view it hardly seems reasonable to create a differential in favor of policemen that is based on the rationale of a quid pro quo for a reduction in fire fighter weekly hours.

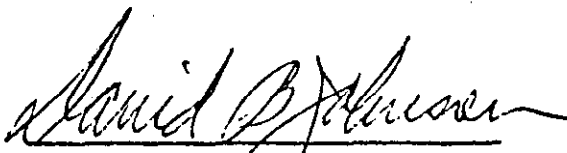
Further, I recognize that the Association dropped two other proposals that were important to its members when it changed its wage proposal to 11 per cent. This award recognizes that the increase proposed by the City is inadequate to maintain the real wages of these employees. Many settlements are being negotiated in both the public and private sectors that are closer to 11 per cent than to the City's offer of 5 per cent. Nevertheless, in consideration of all the implications for other employees of the City and the interests of the majority of the other citizens of the City of Madison, in my opinion it would be unwise to adopt the Association's 11 per cent proposal.

AWARD

The City's offer of an increase of 5 per cent to the basic bi-weekly salary schedules for the positions covered by the agreement is adopted.

Dated: September 6, 1974

Signed:



David B. Johnson
Neutral Arbitrator appointed
by WERC

STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

FEB 25 1974

In the Matter of the Petition of
MADISON PROFESSIONAL POLICEMEN'S
ASSOCIATION
For Final and Binding Arbitration
Involving Law Enforcement Personnel
in the Employ of the
CITY OF MADISON

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

CASE XXXIV
No. 17524 MIA-85
Decision No. 12409

RESPONSE TO ORDER

The Madison Professional Policemen's Association, hereinafter abbreviated and referred to as MPPA, by its attorneys, and by its President, Frank Trostle, as and for its Response to the Order of the Commission dated the 8th day of February, 1974, wherein it was directed to file "in written form, its final offer on the three issues remaining in negotiations with the City of Madison with the Wisconsin Employment Relations Commission on or before February 25, 1974 ...", responds as follows:

1. Inasmuch as there appeared to be no desire or necessity to further detail the residency requirement and basic wage increase proposals as contained in the last offers of the MPPA previously communicated, no further discussion reference same will be attempted.

2. The last proposal of the MPPA reference work schedules: recognizing that further manpower is desired, the present work schedules as implemented by the Police Department of the City of Madison shall be continued unchanged until September 1 of 1974 or until the recruit class now attending the Police Academy graduates, whichever event occurs first in terms of time. Thereafter the basic work schedule for all municipal employees covered by this

so to do.

Frank Trostle
Frank Trostle

Subscribed and sworn to before me this
22 day of February, 1974.

[Signature]
Notary Public, Dane County, Wis.
My commission expires: _____

FEB 28 1974

STATE OF WISCONSIN

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

In the Matter of the Petition of

MADISON PROFESSIONAL POLICEMEN'S
ASSOCIATION (MPPA)

For Final and Binding Arbitration
Involving Law Enforcement Personnel
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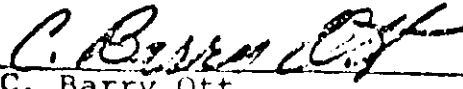
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: CASE XXXIV
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RESPONSE TO ORDER

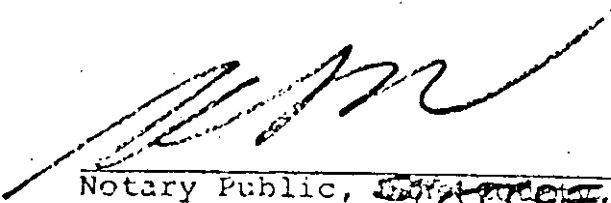
The City of Madison, by its Director of Labor Relations,
C. Barry Ott, for its Response to the Order of the Commission
dated February 8, 1974, wherein it was ordered:

1. That the Madison Professional Policemen's Association file, in written form, its final offer on the three issues remaining in negotiations with the City of Madison with the Wisconsin Employment Relations Commission on or before February 25, 1974 and at the same time serve a copy thereof on the City of Madison. Such offer shall detail specifically how the Petitioner proposes that its work week be implemented with regard to all law enforcement personnel which it represents.
2. That the City of Madison file, in written form, its final offer on the three issues remaining in negotiations with the Madison Professional Policemen's Association with the Wisconsin Employment Relations Commission within five days after receipt of the Petitioner's last offer and at the same time serve a copy thereof on the Madison Professional Policemen's Association.

and is authorized so to do.



C. Barry Ott

Subscribed and sworn to before me this
27th day of February, 1974.



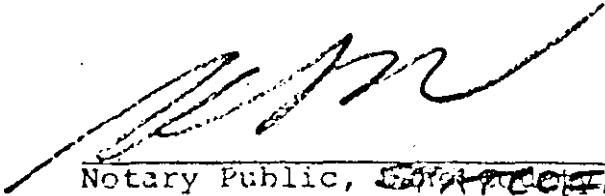
Notary Public, ~~STATE OF~~ Wis.
My Commission expires 5 term.

and is authorized so to do.



C. Barry Ott

Subscribed and sworn to before me this
27th day of February, 1974.



Notary Public, ~~State of~~ Wis.
My Commission ~~expires~~ is perm.