

BEFORE THE ARBITRATOR

In the Matter of

CITY OF RACINE

vs.

RACINE POLICEMEN'S PROFESSIONAL
BENEVOLENT CORPORATION

AWARD

IN
ARBITRATION

Decision No. 15492

HEARING. A hearing in the above entitled matter was held on February 13, 1978, beginning at 10 a.m. at the Safety Building, Racine, Wisconsin.

APPEARANCES.

For the Corporation:

SCHWARTZ, WEBER & TOFTE, by JAY SCHWARTZ, Attorney,
704 Park Avenue, Racine, Wisconsin 53403

For the City:

MULCAHY & WHERRY, S.C. by Michael L. Roshar, 811 E.
Wisconsin Avenue, Milwaukee, Wisconsin 53202

Present for the Corporation:

Donald R. Kaebisch, President, R.P.P.B.C.
Richard Anzalone, Director, R.P.P.B.C.

Present for the City:

Dennis J. McNally, Attorney-Labor Negotiator, City of Racine
James C. Kozina, Personnel Director, City of Racine
Marion C. Smith, Director of Research, Mulcahy & Wherry, S.C.

THE ISSUES. The instant matter is a matter arising out of a Wisconsin Employment Relations Commission Case LXIX No. 20504, MIA-247, City of Racine (Police Department). This was a matter in which the City of Racine on May 20, 1976, filed a petition with the Commission requesting final and binding arbitration in negotiations with the City and the Racine Policemen's Professional and Benevolent Corporation. The parties ultimately agreed on the terms of a contract for 1976 and 1977 but left two issues open for further arbitration. The Commission dismissed the petition, and the two issues then were left for further arbitration. A decision on them was in effect to be retroactive.

The issues were an issue on dental care and educational incentive pay. The parties were to supply the arbitrator with the two offers on each issue.

A hearing was held as noted above, exhibits were presented, and the parties supplied briefs.

In this matter the Racine Policemen's Professional Benevolent Corporation will be called "Association", a term used to describe the organization in the brief of the Corporation.

The issues and offers then are as follows:

I. DENTAL CARE.

A. Offer of the Racine Policemen's Professional Benevolent Corporation (Association).

Dental Care Program for Racine Policemen's Professional Assn.

A. Dental care is an essential element of good health, and is provided to help maintain the physical health of the members and their families.

B. Members of the Racine Policemen's Professional and Benevolent Corporation shall be provided with the following dental insurance coverage, during the life of this contract. Dental Plan Coverage shall be in accordance with the individual members status, either Family Plan or Single Plan with the premiums therefore paid as indicated.

C. Following is a general description of covered services:

DIAGNOSTIC: Procedures to assist the dentist in evaluating conditions and dental care required. Includes twice-yearly oral examinations and full mouth X-ray once every three years.

PREVENTIVE: Procedures to prevent the occurrence of dental abnormalities and oral disease. Includes cleaning and topical fluoride applications and space maintainers for children under age 19.

ANCILLARY: ADDITIONAL procedures incident to dental treatment. Includes general anesthesia when medically necessary, injection of antibiotics, emergency relief of pain, and emergency prosthetic repair.

RESTORATION: Procedures to restore diseased or accidentally damaged teeth. Includes regular restorations (fillings), crowns, jackets, and precious metal restorations when necessary.

ORAL SURGERY: SURGICAL procedures, including pre and post-operative care, relating to the teeth and oral cavity (mouth). Includes simple extractions, removal of soft tissue and treatment of fractures.

ENDODONTICS: Treatment of the inner, living portion of the tooth. Includes root canal therapy, and treatment of pulp diseases.

PERIODONTICS: Treatment of tissues and bones supporting the teeth. Includes treatment of gum diseases and other oral tissue diseases.

PROSTHODONTICS: Procedures associated with the construction, installation and repair of dentures and bridges. Includes initial installation of fixed bridges, partial or full dentures.

ORTHODONTICS: Procedures to straighten teeth or correct malocclusion (incorrect bite). Includes diagnosis and treatment for children under 19 years of age.

ROUTINE DENTAL COVERAGE

<u>PROPOSED SCHEDULE OF BENEFITS</u>	<u>PLAN A</u>	<u>PLAN B</u>
	Usual & Customary	
<u>DIAGNOSTIC</u>	100%	80%
Dental X-rays		
Oral Examination		
<u>PREVENTIVE</u>	100%	80%
Application of fluoride		
Cleaning of teeth & space maintainers		
<u>ANCILLARY</u>	100%	80%
General anesthetics and injection of antibiotics		
Emergency treatment of pain and emergency denture repair		
<u>RESTORATION</u>	100%	80%
Regular fillings		
Precious metal (gold fillings)		

<u>ORAL SURGERY</u>	100%	80%
Surgery of the mouth and jaws		
<u>ENDODONTICS</u>	100%	80%
Treatment of the inner living portion of the tooth		
<u>PERIODONTICS</u>	80%	80%
Treatment of diseases of the gums and tissues of the mouth		
<u>PROSTHETICS</u>	50%	50%
Bridges and dentures		
<u>ORTHODONTICS</u> (\$800.00 Lifetime Maximum)	50%	50%
Straightening of the teeth for children under 19.		

E. The services described in Section "C" and the proposed benefits in Section "D" as defined in Plan A above, are not meant to limit or restrict the services or care to a member by description or design to any particular Dental Plan. The Blue Cross Dental Care Plan "A" is most consistent with the desired coverage listed above.

1. The services as provided shall be equal to Blue Cross Plan "A" but is not restricted to any one carrier. Blue Cross was picked for its Plan #1. #2 for the major health plan that the City now carries with them. #3 to eliminate duplicate bookkeeping if with another carrier.

F. The life of the above dental insurance program shall correspond with the effective dates of the agreement for the 1976, 1977 contract. Premiums for the above-described Dental Program shall be provided by members of the Corporation through payroll deductions. Changes in coverage or carrier will not be made during the life of this contract (except upon mutual consent). Changes to be made will be a negotiable item in future contracts.

B. Offer of the City on a Dental Plan.

The City proposes that there be no dental insurance program in the 1977-1978 Agreement.

II. EDUCATIONAL INCENTIVE.

A. Offer of the Association.

EDUCATIONAL INCENTIVE PROGRAM

A. Purpose: This education incentive program is designed to upgrade the level of professional training within the Racine Police Department by remuneration of officers who continue their law enforcement education through the programs offered by the following institutions:

1. All State of Wisconsin Technical Schools Accredited by North Central.
2. Carthage College.
3. The University of Wisconsin System.
4. Marquette University.
5. Such Other Accredited Schools as may be Accepted by the Review Board Provided for Herein.

It should be noted that the name and specific credit requirements of the law enforcement programs offered in the area varies slightly from institution to institution. Generally speaking, there is a degree requiring approximately 68 credits, which is commonly known as an associate degree in Police Science Technology, and a degree requiring approximately 128 credits, commonly known as a degree in Criminal Justice.

B. Approval: Only those courses offered by the schools designated above as part of an educational law enforcement program, including electives approved by the particular institution, shall be considered for approval or as a basis for such remuneration. Participation in any of these programs shall be limited to a maximum of 128 credits or the equivalent of a Bachelor's Degree at the college level.

C. Eligibility: Officers shall be considered eligible for this program only upon successful completion of their 18 months probationary period of employment. Only full-time officers shall be eligible for educational incentive payments.

In the event that the hiring requirements for the Racine Police Department are changed to include education beyond the high-school level, such education shall not make an officer eligible for payments under this educational incentive program. However, such a change in the hiring requirement will not affect payments being made under this program to officers involved in the program at the time of said change in hiring requirements.

D. Payment: Each regular full-time employee of the Police Department covered by this agreement, shall be paid a sum of Fifty Cents (\$.50) per credit per month for credits certified and approved by the Review Board according to the following schedule:

ASSOCIATE DEGREE

<u>After Finishing</u>	<u>Dollar Per Month Payment</u>
12 credits	\$6.00
24 credits	\$12.00
36 credits	\$18.00
48 credits	\$24.00
60 credits	\$30.00
Associate Degree	\$.50 per credit

BACHELOR'S DEGREE

<u>After Finishing</u>	<u>Dollar Per Month Payment</u>
12 credits	\$6.00
24 credits	\$12.00
36 credits	\$18.00
48 credits	\$24.00
60 credits	\$30.00
72 credits	\$36.00
84 credits	\$42.00
96 credits	\$48.00
108 credits	\$54.00
120 credits	\$60.00
Bachelor's Degree	\$.50 per credit

The twelve credit increments were chosen in view of the existing Agreement between the parties which recognizes in Article 29, Section 4, that 12 credits is a full semester load.

Payments will be dependent upon completion and approval of the various incremental stages. In order to have credits approved for payment, employees must submit their credits on official transcripts of the designated school to the Review Board two weeks prior to a date set by the Review Board, for credit review, after the end of each semester. For such credits to be approved for payment, an employee must have obtained a grade of C or better.

Payments shall commence effective as of the first pay period following approval by the Review Board. In no event shall credits beyond those required for a Bachelor's Degree in the appropriate law enforcement program of a designated institution be approved for educational benefits. Credits that are transferred from an accredited school or course to one of the appropriate law enforcement programs and one of the designated schools listed in section A above, and which are, in turn, accepted by the admitting school, shall be paid in increments as provided in this section. Only after the officer has actually enrolled and started the program.

E. Treatment of Credits Prior to January 1, 1978:

Nothing in this Article shall prohibit members from transferring courses into one of the law enforcement associate degree programs or bachelor degree programs, and receiving payments for said credits, provided the educational institution certifies that the credit can be transferred and do qualify for curriculum requirements in the appropriate program. An officer who complies with all other requirements set forth above and who maintains a sufficient course load to keep his transferred credits a matter of record in the institution which he has transferred to, shall receive full benefits in accordance with the credit increment scale set forth in paragraph B.

F. Review Board:

The Review Board shall consist of the following persons:

1. The Police Chief or his designee.
2. A designee of the Racine Policemen's Professional and Benevolent Corporation.
3. The director of the Police Science Technology Program at

G. Retroactivity:

Payments under this program shall be determined at the appropriate increment level, and shall commence with the first full pay period after each semester following approval by the Review Board, on all credits received after January 1, 1978. Transcript dates on credits will be used as the basis for retroactivity payments for pay periods between January 1, 1976 and December 31, 1977.

B. Offer of the City.

EDUCATIONAL INCENTIVE PROGRAM

A. Purpose: This educational incentive program is designed to upgrade the level of professional training within the Racine Police Department through the Associate Degree Program in Police Science Technology offered by Gateway Technical Institute, District No. 6 or any other accredited educational institution.

B. Approval: Only those courses offered by the schools designated above as part of the Police Science Technology curriculum shall be considered for approval or as a basis for additional pay. Application must be made on Racine Police Department forms and approval must be obtained from the Chief, in writing, at least thirty (30) days prior to the first day of a course for all courses which are taken after January 1, 1978.

C. Eligibility: Officers shall be considered eligible for this program only upon successful completion of their eighteen (18) month probationary period of employment. Only full-time officers shall be eligible for educational incentive payments.

In the event that the hiring requirements for the Racine Police Department are changed to include education beyond the high school level, such education shall not make any officer eligible for payments under this educational incentive program. However, such change in the hiring requirements will not effect payments being made under this program to officers involved in the program at that time.

D. Payments: Each regular full-time employee of the Police Department covered by this Agreement shall be paid the sum of Fifty Cents (\$.50) per credit per month for credits certified and approved by the Chief or his designee according to the following schedule:

<u>After Finishing</u>	<u>Dollar Per Month Payment</u>
16 credits	\$ 8.00
32 credits	\$16.00
48 credits	\$24.00
Police Science Technology Associate Degree	\$33.00

Payments will be dependent upon completion and approval of increments of 16, 32, 48 credits and an Associate Degree in Police Science Technology levels only. In order to have credits approved for payment, an employee must submit his credits on an official transcript of a designated school to the Chief or his designee two weeks prior to the date set by the Chief for review of credits after the end of each semester. Disputes relating to the qualification of a course for the curriculum of a particular educational institution, shall be resolved by the curriculum committee of that institution. Resolution of such questions or disputes shall take place prior to the commencement of a course by an officer if possible. In order for such credits to be approved for payment, an employee must have obtained a grade of C or better. Payments shall commence effective as of the first pay period following approval by the Chief or his designee. In no event shall credits beyond those required for an Associate Degree in Police Science Technology be approved for educational payment.

E. Treatment of Credits Earned Prior to January 1, 1978: For the purpose of implementation of this program, all employees must submit an official transcript certifying credits prior to _____, 1978. A Review Board as constituted below shall determine which Police Science Technology credits, if any, shall be recognized for payment under this Article Utilizing the sole criteria whether such credits have been certified by an accredited educational institution as applying to its Associate Degree in Police Science Technology. Nothing in this Article shall prohibit members from transferring credits earned into an accredited Police Science Technology Program and receiving payments for said credits as long as the educational institution certifies that: (1) the credits have transferred to it; and (2) the credits shall qualify for credit in the Police Science Technology Associate Degree curriculum.

The Review Board shall consist of the following persons:

1. The Police Chief or his designee
2. A designee of the Racine Policemen's Professional and Benevolent Corporation
3. Personnel Director

F. Effective Date: This Educational Incentive Program shall be retroactive so as to be effective January 1, 1976.

III. CONSIDERATION OF THE POSITIONS ON THE DENTAL PROGRAM.

A. The Position of the Association. The Association proposes that though the concept of a dental plan may be new in the public sector, it has been a reality in the private sector for over a decade. Health insurance has been adopted in the public sector, and it is far more difficult to administer. In this matter cost is not a relevant factor since the Association proposes to absorb the cost by payroll deduction. It is anticipated that the money generated by a cost of living feature in the Agreement will be used to provide dental coverage.

The Association says that for comparison purposes, the private sector is the appropriate area to use for comparison and it cites an authority for its contention. The plan is nothing more than a check-off on the pay check, similar to other check-offs made for such an item as the United Way Fund, Credit Union payments, savings bonds or group life insurance.

B. The Position of the City. The City does not want any feature in the Agreement which calls for a payroll deduction for a dental program. It says that this feature is one which puts the Association into a position in future negotiations to ask the City to pay for the cost of the Dental Program and not the employees; thus the City is going to be faced with a new demand.

City Exhibit 1 was a list of eight municipalities and Racine and Kenosha Counties with respect to whether there was a dental insurance plan in their police departments or sheriff departments, in the years 1976 and 1977. The cities listed were Racine, Janesville, Green Bay, Kenosha, Madison, Milwaukee, Wauwatosa and West Allis. The Counties were Racine and Kenosha Counties. None of the governments had dental plans in 1976, and only Kenosha County had one in 1977.

City Exhibit 2 was a list of various employee bargaining groups in the Racine area governments and whether they had dental insurance plans in 1976. The governments listed were, the City of Racine with seven employee groups, the Racine Wastewater Commission with one group, the Racine Waterworks Commission with one group; Racine County with nine groups, and the School District of Racine with eight groups. None of the groups had dental insurance plans. The only group where the matter was unsettled in 1976 was the Police, and that is the matter being considered here.

The City notes that no comparable community offered dental insurance except Kenosha County in 1977. On this basis the Association's offer fails to meet the criterion of being comparable to what other employees received. Similarly no other public bargaining unit in Racine City or County receives this type of benefit, and in addition a similar proposal was put forth by Local 321, I.A.F.F., but was rejected by Arbitrator Stern. The City opposes such a demand, because it does not represent a prevailing trend and because to grant it to one would set a precedent for other units, and all in turn would seek to have the City pay all of the cost of the benefit.

C. Discussion. The matter here is one of comparing the Association proposal with the general pattern of settlement. Although dental plans exist in private employment as the Association asserts, yet the City exhibits show that this feature is not yet common in public employment. In 1977 only one unit of government in the southeastern Wisconsin area around Racine was reported to have such a feature, and no bargaining or employees unit within Racine County had the feature. Although it would not cost the employer any money under the Association proposal, there seems to be no compelling reason of comparison to include the feature since it is not one that has been achieved by ordinary bargaining processes.

The arbitrator therefore holds that the City's position is more persuasive here.

IV. EDUCATIONAL INCENTIVE PAY.

A. Exhibits Presented.

The parties presented several exhibits on the subject of educational incentive pay. Joint Exhibit 1 was a copy of POLICE AND FIRE EDUCATION INCENTIVE PROGRAM, Madison, Wisconsin. This program includes a statement on how an employee becomes eligible for such pay. In order to qualify, an employee has to have a satisfactory rating on an annual performance evaluation. There is also a program of various steps for achieving higher pay based on credits obtained in an approved course, and on points achieved in a point system. Tuition also is paid under certain conditions. One semester hour is given for each approved semester hour credit.

The incentive pay program in this Madison program is as follows:

Table I

MADISON INCENTIVE PAY PROGRAM FOR POLICEMEN AND FIREMEN

Incentive Step	% Increase Above Basic Salary	Points Required
3th	22	Graduate Degree
7th	18	B.A. or B.S.
6th	16	150 points
5th	15	96 college credits or 130 points
4th	12	85 points
3rd	9	45 points
2nd	6	25 points
1st	3	15 points

The Association supplied a copy of a contract between the Sheriff's Department of Walworth County and the Walworth County Deputy Sheriff's Association for 1976 which provided that incentive pay shall be paid for credits of recognized police science courses in accredited vocational schools or schools of higher learning. The monthly compensation rate was as follows:

\$1.00 for the first six credits
 \$1.00 for the next three credits
 \$2.00 for each additional nine credits

In 1977 an Addendum was made to the 1976 Agreement providing among other things that the education incentive plan would include the following monthly compensation:

\$1.00 for the first six credits
 \$1.00 for the next three credits
 35¢ for each additional credit

The 1977 Agreement between the City of Madison and the Madison Professional Police Officer's Association included the Education Incentive Program and Pay Plan as part of the Agreement but eliminated the annual inservice training examination as far as the incentive program was concerned. Certain other changes were made, but the basic levels of compensation were not changed. (Corporation/Association Exhibit 4)

The 1977-1979 Memorandum of Understanding Between the City of Madison and the Association of Madison Police Supervisors was supplied, but the arbitrator found no reference to an educational incentive pay program.

City Exhibit 4 listed the status of plans for educational incentive for 1976 and 1977 in the municipalities of Wauwatosa, Janesville, West Allis and Green Bay. Janesville, West Allis and Green Bay had no plan. The 1977 Wauwatosa Agreement provided an increase of 1/2% for each 3 credits to a 5% maximum if the recipient was hired before January 1, 1975.

City Exhibits 5 and 6 are provisions of the Racine Fire Department for education credits for the years of 1976 and 1978. The older and later contracts state that the Gateway Technical Institute District No. 6 had set up a training course for Fire Fighters leading to an Associate Degree in Fire Technology after completion of 65 credits of work.

The 1978 provision encompassing much of the 1976 provision states that each regular full time member of the Department hired prior to December 31, 1977, and who has completed his probationary period of employment and who has obtained credits in the said Gateway program not later than the fall semester of 1978 is to be paid an increase of 2% for each 17 credits being completed with a total of 8% to be paid after completing 65 credits satisfactorily.

The Racine Fire Fighter Agreement provides that for Fire Fighters hired after January 1, 1978, or who enter the program after the fall semester of 1978, there shall be paid the sum of fifty cents per credit per month for credits earned in the program. However, the amounts to be paid shall be paid only after units of seventeen, thirty four, or fifty one credits, or upon receipt of the Associate Degree.

City Exhibit 9 supplied information on educational incentive offered by the Milwaukee Police Department for 1976-1978. The following table gives a summary of the schedule:

Table II
 EDUCATIONAL INCENTIVE PAY, MILWAUKEE POLICE DEPARTMENT
 1976-1978

<u>Credits</u>	<u>Less than</u>	<u>Payment per Year</u>	<u>Payment per Month</u>
16	28	\$ 75	\$ 6.25
28	40	125	10.42
40	52	175	14.58
52	64	225	18.75

<u>Credits</u>	<u>Less than</u>	<u>Payment per Year</u>	<u>Payment per Month</u>
64	90	\$275	\$ 22.92
90	120	350	29.17
120 and	No degree	450	37.50
Bachelor's Degree		750	62.50

City Exhibit 10 gave information on compensation for Kenosha Police completing specialized training. The following is abstracted from the exhibit:

Table III

COMPENSATION FOR KENOSHA POLICE OFFICERS
COMPLETING SPECIALIZED TRAINING

<u>Category</u>	<u>Monthly Increase</u>
1. Completion of 1/2 of Police Service Course (33 Credits)	\$15
2. Completion of Police Service Course	35
3. Completion of 45 credits toward police science, police administration, corrections, law enforcement, criminalistics, penology, correction, or public safety administration, law enforcement technology, criminal justice, sociology or psychology	15
4. Completion of 75 credits in any of the above in (3).	35
5. Bachelor's degree in any of the above	50

City Exhibit 11 gave information on the practice of the Racine County Sheriff's Department in Educational Incentive. In this department fifty cents per credit per month is paid to Deputies for credits which have been certified by an Educational Review Board.

City Exhibit 12 supplied information on the Educational Incentive Plan for Kenosha County Deputies for 1976-1977. The plan was abolished except for employees who as of January 1, 1976, were eligible to receive monthly payments. Under this plan an Associate Degree commanded \$20 per month, a Bachelor Degree commanded \$50 a month and a Master Degree commanded \$100. The employee would have to supply proof by October 1 of each year, and payment would commence the following January.

City Exhibits 13, 14, and 15 were copies of reports submitted by individual Police Officers and Sergeants as to their claims for individual credits. The survey sheets which the Police personnel filled out had two sections. In one section the employee stated that he was currently engaging in a Police Science or Criminal Justice program in one of several colleges named, or other colleges; and the employee was to list credits attained in these programs and where they were obtained.

In the second section of the survey sheet, the employee was asked to state what degrees the employee had in Police Science, or whether he or she had a Bachelor's Degree or a Master's Degree and where it was obtained.

On the basis of the information so supplied, the City had a table prepared for it by its Counsel, showing the cost to the City under its own proposal with breaks at the level of 17, 34, 51, or 68 credits. The chart also estimated the cost for maximum payment for 130 credits. The following Table resulted:

Table IV

ESTIMATED COST TO THE CITY OF RACINE UNDER A SYSTEM OF
PAYMENT FOR CREDITS SIMILAR TO THE CITY'S PROPOSAL

<u>No. of Empl.</u>		<u>No. of Cr.</u>		<u>Monthly Payment</u>		<u>Duration (Months)</u>	<u>Total</u>
21	X	17	X	50¢	X	12	\$ 2,142
14	X	34	X	50¢	X	12	2,856
9	X	51	X	50¢	X	12	2,754
34	X	68	X	50¢	X	12	<u>13,872</u>
Total							\$21,624

Criminal Justice Credits, assuming maximum payments for 130 credits.

613 credits x 50¢ x 12 months \$ 3,678

In the testimony the City noted that on the break points for incentive pay in its proposal, the number of credits required were 16, 32, 48 before the Associate Degree. This would increase the cost over that reflected in the chart, where the break levels were higher.

The testimony also showed that in compiling the data from the individual reports, certain assumptions had to be made which could not be proven as valid. Thus, if an employee were to report getting a Bachelor's Degree in a subject not related to police science, none of the credits would be counted. However, if an employee reported getting courses in police science in an institution not listed, there was no certain knowledge that the courses were transferrable or could be accredited, but they were counted. The compiler of the data, Marion C. Smith, Director of Research, MULCAHY & WHERRY, S.C., said, however, that she believed the estimate made was reasonably accurate.

The City is not arguing inability to pay.

B. The Association's Position. The Association notes that it and the City are in basic agreement on most aspects of the educational program, such as the system for implementation, the organizational structure and the prerequisites for eligibility and requirements for continuing in the program. Both agree that the program is important to the continuing effectiveness of the department.

The Association says that the City in justifying its cut-off point at the Associate Degree level bases this position merely on projected costs, and thereby ignores the fact that educational benefits between the Associate Degree level and Bachelor degree is as important as the studies taken in the first two years which are only preliminary.

The Association says that the City also chooses to ignore the fact that as of January 1, 1976, it had granted a complete educational incentive program through the Bachelor's Degree level in the City department. This is the department with which the City in present negotiations argues the Police should stay at parity based on past history.

The Association disagrees with the City's posture that Police should not receive the same educational program during the 1976-1977 term as the Fire Department did, just because the Fire unit bargained away parts of its package in 1978-1979. The City's package deal in the 1976-1977 Fire Department Agreement is almost identical to the present proposal of the Police Association for the same period, and the new contract contains safeguards for members originally covered.

The Association says that it is apparent from a cursory examination of the Fire Department Agreement that the existing education incentive program was partially bargained away in exchange for other benefits, but it does not affect the previous existence of the program, and it does not affect the position of the City vis-a-vis an equal department which has asked for this particular benefit to the exclusion of others. The Association says that the Fire Department and Police Department have had a long history of bargaining together, and a program offered to one should extend to the other for this term in question.

C. The City's Position. The City lists criteria which it says the arbitrator should follow. These are standards which are similar to those set forth in Section 111.77 of the Wisconsin Statutes relating to disputes of Police and Fire Fighters, and also which are now in Section 111.70 (4) (cm) relating to general municipal employee disputes. It says that these factors are widely recognized and utilized in dispute mechanisms, and though all are not relevant here, they are the standards by which the arbitrator should be guided. The standards include the lawful authority of the employer, stipulations of parties, the interests and welfare of the public, financial ability of the government to meet costs, comparisons with wages, hours and conditions of other municipal employees and other employees generally in public and private employment, the consumer price index, overall compensation, and any changes of circumstances during the pendency of the arbitration.

The City holds that the matter of comparable municipalities is important, and that the offers should be weighed in comparison to the law enforcement agencies it listed in its exhibits. It says that it selected three agencies because they are contiguous to or overlap the area served by the Racine Police Department. These are the Kenosha Police, and Racine and Kenosha County Deputy Sheriffs. Six police departments of cities were chosen, because they represent the largest urban populations in southeastern Wisconsin, and the City of Green Bay was selected in population and level of industrialization because it is like Racine.

The City objects to the inclusion of the Madison Police Supervisors' Agreements as being inappropriate because of the higher rank of the employees. It also rejects the Walworth County Sheriff's Department comparison made by the Association, because the characteristics of that County in population, industry and in largest city are not comparable to the City of Racine.

As to the educational incentive programs, the City says that they represent a substantial new economic benefit to members of the bargaining unit. The City says its offer is the more reasonable for the following reasons:

- a. It is more like programs in comparable law enforcement agencies.
- b. It is more like the program currently in effect in the Racine Fire Department.
- c. It reflects the trend toward the contraction of educational incentive benefit programs.
- d. It establishes a meaningful and worthwhile rate of compensation for officer vis-a-vis benefits to the City for increased educational attainment.
- e. It establishes a level of compensation which the City can reasonably be expected to maintain in the future.

The City notes that there are three major differences in the offers.

1. As to the nature of the programs, the City proposes to recognize only those credits which are designated as part of the Police Science Technology curriculum, including properly transferred and recognized credits.

The Association proposes to recognize credits attained in any educational law enforcement program including credits transferred into the program when properly recognized.

2. As to maximum payment level, the City offers payment for credits earned in a Police Science Technology Program up to the level of Associate Degree at 64 credits.

The Association proposes payment for credits earned in law enforcement educational programs to the maximum of a Bachelor's Degree either at 128 credits or 120 credits depending on how one reads the proposal. The City does not view this discrepancy as a major issue, but it could cause problems.

3. As to payment increments, the City proposes to increase compensation after completion of 16 credits by increments of 16 credits.

The Association proposes to increase compensation based upon increments of 12 credits.

The City says that its offer is more comparable to programs currently in effect. In review of the nine law enforcement agencies it cited, three offer no education incentive, and one eliminated the program effective January 1, 1976, except that the employee receiving benefits of that date would continue to get them.

One municipality, Wauwatosa, offered employees entering the program in 1976 and 1977 a one time only credit reimbursement for a maximum of nine credits per semester, or \$60. Reimbursement is only available if federal funding is provided.

The City notes that with respect to the Kenosha Police Department payment schedule, at the level of a Bachelor's Degree it offers \$0.39 per credit per month. The Racine Deputies are eligible for a payment of \$0.50 per month for any approved credits. The City notes that the City of Milwaukee starts out with an increment of 16 credits, and its payments for anything less than a Bachelor's Degree are less than \$0.50 per month per credit.

The City says that the Madison program is not comparable to the employer's offer, but was entered as an exhibit in order to provide an opportunity to examine other programs in comparable agencies.

From the data it supplied the City draws the following conclusions:

1. Five agencies do not recognize any educational achievements for additional wages, while only four do. Therefore the City's offer is supported by comparison on the issue of the nature of educational programs.

2. On the same basis, the City's offer is supported on the level of maximum payment when it is seen that five agencies do not have any educational incentive programs at all.

3. The City, noting that five agencies do not recognize any educational achievements for additional pay, and noting also that the Madison Police program is not appropriate for comparison, states that of the remaining three departments, only one department offers a schedule of increments equal to or better than the schedule proposed by the Association.

The City says that the Association is citing Article XXIX - LEAVE OF ABSENCE, Section 4, of the 1976-1977 contract as a basis for claiming that increments should be based on 12 credits, since in this section a full-time semester is said to be not less than 12 credits per semester. The City says that this article is not related to the issue at hand and, further, a full-time student is not necessarily one who is taking a full-time college course load which is usually 15 or 16 credits.

The City says that the arbitrator should give the most weight to a comparison with the educational incentive program currently in effect in the Racine Fire Department, and says that the City's offer is more comparable to the program in effect in that Department. The City cites Arbitrators Rauch, Stern and Kerkman in support of the position that benefits obtained by other groups in the same community through negotiation should be used as a standard for comparison.

The City notes that the current Fire Fighter Agreement provides for persons newly hired or entering the program a payment of \$0.50 per credit in units of 17 credits since the Fire Fighter Associate Degree requires 68 credits. Since the Police Science Degree includes 64 credits, the proper incremental unit should be 16 credits for Police.

The City also argues that the current provision in the Fire Fighters' contract reflects an agreement between the City and the Fire Fighters Local 321 that the older formula of percentage was not necessary as an inducement for pursuit of further education. The City says it placed a higher priority on the modification of the formula, because it was no longer valid. Since the incentive pay was based on base pay and a cost of living adjustment, the cost of the program had expanded greatly. The City's willingness and possible ability to pay for this kind of benefit in the future has come into question.

The City also argues that its offer is most reasonable considering the trend toward contraction of educational incentive programs. It notes that Kenosha abolished its plan for new employees, effective January 1, 1976, and Wauwatosa terminated its program for officers hired after January 1, 1975, and substituted a tuition reimbursement program. The Madison Police provided that employees would not be eligible to receive education incentive pay until after 42 months of continuous employment instead of 24 months.

The City says that all this shows that a trend has been established wherein employers have attempted and succeeded in containing or reducing educational incentive benefits through negotiation. The City's offer is equitable and achieves a moderate level of recognition for education, and is compatible with the program in effect in the Racine Fire Department.

The City also says that its offer establishes a meaningful cost benefit ratio for educational attainment and establishes a financial commitment which the City may reasonably be expected to maintain in the future. It says that while the Association attempted to discredit the data the City provided as to cost, there is now better information, and the City must proceed therefrom. The City has to develop the information on the educational level of the bargaining unit members, because the Association would not provide it. The City says that based on the data available to it, the City offer would cost \$21,642 and the Association offer would be \$27,696 annually. This is a considerable difference in annual cost. The City notes that benefits will be available to all officers retroactive through January 1976 when credits are verified.

The City also holds that its offer provides considerable incentive to officers in the department to enhance their working knowledge through practical police science programs. 89 of the 172 officers pursued law enforcement technology credits without an educational incentive payment program. The City says that while the cost benefit ratio in an educational incentive program is difficult to determine, it is obvious that the Association's program is going to be very expensive; and it does not recognize that there are other incentives at work in the department for higher pay in the form of opportunities for promotion which depend on specialized knowledge. The City holds that the opportunity for promotion with wage and benefit increases are sufficient incentive for officers in the department to achieve educational levels beyond the Associate Degree, and it does not know how work beyond an Associate Degree is a benefit to the City in the classification of patrolmen, detective, or sergeant.

The City also says that in view of other benefits such as cost of living

be compared. The City contends that the Madison program is of little value because of its special character, and the Walworth County program represents no proper comparison because of differences between that County and the City of Racine. The arbitrator believes that they are of but limited value for the reasons cited by the City; however they are useful to help obtain a general impression of what is transpiring with respect to developments in educational incentive.

The City has cited nine municipalities or counties as its standard of comparison. These are useful, but it is evident that of the nine, only the governmental agencies in southeastern Wisconsin are engaged in offering some kind of educational incentives.

The City is correct when it says that the information shows that there is something of a pulling back from the programs. This is a factor for the City's offer since the City is making an offer for a new benefit during a trend to reduce the amount of such benefits where granted elsewhere.

The contracts supplied in the exhibits are quite diverse and make comparison difficult. However inside Racine County there is a certain consistency of offering. Racine Deputies and Racine Fire Fighters are obtaining \$0.50 per month per credit. Both offers here reach that rate with certain modifications. There is no higher rate offered outside of Racine County except for the rate offered by the City of Milwaukee to its Police after they have a Bachelor's Degree. It is best then to look inside of Racine County for comparisons as to what is fair and what might be comparable to other programs.

The Racine County program for Deputies has no program of increments of groups of credits similar to the programs for the Racine Fire Fighters. Both programs offered by the parties have incremental steps. Hence the programs most comparable are the two which are Racine Fire Fighter programs, one for 1976-1977, and the other for the current Agreement.

The 1976-1977 Fire Fighter program calls for increments of seventeen credits with an increase in two percent of base pay for each step until 65 credits are reached. The 1978 program retains this for Fire Fighters hired before December 31, 1977, but provides thereafter that pay be at \$0.50 per credit per month at levels of increments. The increments are unchanged, and the pay is less. The Association argues that the 1978 program should not be persuasive in that the Fire Fighters gave up educational incentive benefits to get something else. The City argues that the pattern established after January 1, 1978, for the Fire Fighters indicates what the general pattern should be for the Police.

It should be noted that the proposal here is for the years 1976 and 1977, instead of 1978; and Fire Fighters who came under their own contract during 1976-1977 enjoyed a higher rate than those who enter the program later. This is a factor in favor of the Association proposal for shorter increments which produce a higher return for 1976-1977. Against this there is the fact that the pattern of incremental steps at 17 credits has been retained in the later Fire Fighter contract. In balancing these two contending factors, the more persuasive factor seems to be that of retaining the increments at around 16 or 17 credits. 16 credits represents a level of academic achievement one fourth of the way to an Associate Degree for Police and 17 credits represents an academic achievement one fourth of the way to an Associate Degree for Fire Fighters. This comparable status of increments representing approximately one quarter of the way to an Associate Degree indicates comparability.

Similarly, the fact that neither of the Fire Fighter contracts called for compensation above the Associate Degree level is also a factor arguing for the greater comparability of the City's offer.

As to whether the program should include pay for steps beyond that of an Associate Degree, the City offer limits payment to the work required for an Associate Degree. This is also what has existed with the Racine Fire Fighters in the past and currently. However, most other programs shown in the exhibits do not have such limitations. This is a factor in favor of the Association offer, though parity then would be broken with the Fire Fighters.

As to the limitations on the credits which would be recognized, the City offer says that,

"A. Purpose: This educational incentive program is designed to upgrade the level of professional training within the Racine Police Department through the Associate Degree Program in Police Science Technology offered by Gateway Technical Institute, District No. 6 or any other accredited educational institution.

"B. Approval: Only those courses offered by the schools designated above as part of the Police Science Technology curriculum shall be considered for approval or as a basis for additional pay....."

The Association proposal states that,

"A. Purpose: This education incentive program is designed to upgrade the level of professional training within the Racine Police Department by remuneration of officers who continue their law enforcement education through the programs offered by the following institutions:

1. All State of Wisconsin Technical Schools Accredited by North Central.
2. Carthage College.
3. University of Wisconsin system.
4. Marquette University.
5. Such other Accredited Schools as may be Accepted by the Review Board Provided for Herein.

"It should be noted that the name and specific credit requirements of the law enforcement programs offered in the area varies slightly from institution to institution. Generally there is a degree requiring approximately 68 credits, which is commonly known as a degree in Criminal Justice.

"B. Approval: Only those courses offered by the schools designated above as part of an educational law enforcement program, including electives approved by the particular institution, shall be considered for approval or as a basis for such remuneration. Participation in any of these programs shall be limited to a maximum of 120 credits or the equivalent of a Bachelor's Degree at the College level."

The City says of these two proposals that,

"The City proposes to recognize only those credits designated as part of the Police Science Technology curriculum including other credits transferred into the curriculum with the approval of the school issuing the degree.

"The Corporation proposes to recognize credits attained in any educational law enforcement program including credits transferred into said program with the approval of the educational institution granting the degree."

In reviewing the language of the two offers, the arbitrator believes that either offer, if it is accepted, presents difficulties for the parties as to how the clauses on what constitutes acceptable credits will be interpreted. The City's term "Police Science Technology" constitutes a hazard for future interpretation. "Science" is not "technology". "Police Technology" is something different from "Police Science". On the other hand the Association's term of "law enforcement education" may be too broad. Further the Association proposes electives which may be designated by the granting institution as appropriate.

The question here is whether the City intends only those courses designated by the Gateway Technical Institute as "Police Science Technology" courses shall be accepted, or whether Gateway is to evaluate the credits earned at another institute. If so, the arbitrator would consider this far too narrowing. The City proposal

in the paragraph on "Purpose" uses the term "or any other accredited educational institution." The arbitrator believes that the inclusion of this phrase binds the City to accept the credits of institutions other than Gateway, when those institutions indicate that their courses are applicable to police science or technology. On the basis of this interpretation, the arbitrator does not find the City's offer with respect to acceptable credits unacceptable in light of its other provisions.

The City holds that it has a generous offer considering all other benefits available in the Agreement and other incentives for the employee to get higher pay. The arbitrator has no data to compare what the other benefits of the employees are, but the presence of an educational incentive program is of itself a thing of value. As to the exact amount of the cost, the arbitrator feels that on the basis of the explanation given at the hearing of how the data was arrived at, the factors overstating the cost may be balanced against the factors understating the cost; but the cost should be in the neighborhood of \$21,000 if a fairly generous interpretation is given to applicable credits.

In summary then, on the educational incentive program, the arbitrator finds that the basis of comparison with other plans for reasons of equity are found in the existing plans in Racine County and City. The program nearest in comparison is the Fire Fighter program for 1978. The City offer is more nearly comparable to this in terms of incremental steps and maximum level of payment. The City's offer is somewhat more restrictive in credit recognition, but offers considerable latitude of interpretation as to what credits will be recognized.

On the basis then of comparability with the nearest and most comparable program, namely that of the Racine Fire Fighters, the City's offer should be included in the 1976-1977 Agreement.

AWARD. The City's proposals relating to a Dental Plan and on Educational Pay Incentive should be included in the 1976-1977 Agreement between the Racine Policemen's Professional and Benevolent Corporation and the City of Racine as meeting the conditions of benefits generally available in comparable agencies of comparable governments.

Frank P. Zeidler /s/
Arbitrator

May 1, 1978