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WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

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In the Matter of Final and  
Binding Arbitration Between

RACINE POLICEMEN'S PROFESSIONAL  
AND BENEVOLENT CORPORATION

-and-

CITY OF RACINE

\* \* \* \* \*

Case CXLVII  
No. 29260  
MIA-647  
Arbitration Award

Decision No. 19560-A

INTRODUCTION

The City of Racine (hereafter City) and the Racine Policemen's Professional and Benevolent Corporation (hereafter Corporation) reached impasse in their negotiations for a new collective bargaining agreement after having agreed on most aspects of a two year agreement. On January 22, 1982, the Corporation petitioned the WERC for final and binding arbitration. The WERC certified impasse and on June 9, 1982, appointed Arlen Christenson of Madison, Wisconsin, to arbitrate. A hearing was held in Racine on August 27, 1982. Post hearing briefs were submitted by November 7, 1982. The City objected to certain exhibits attached to the Corporation brief and the Corporation responded by letter of November 29, 1982 joining in the request that the arbitrator not consider the disputed exhibits. Accordingly they have not been considered.

APPEARANCES

Schwartz, Weber & Tofte, by Robert K. Weber, Attorney at Law, appeared for the Corporation.

Mulcahy & Wherry, S.C., by Michael L. Roshar, Attorney at Law, appeared for the City.

STATEMENT OF THE ISSUES

The final offers of the City and the Corporation on each issue are set forth, in full, below.

A. HEALTH INSURANCE BENEFITS

1. CITY POSITION: The City proposed to maintain the current level of health insurance benefits.

2. CORPORATION POSITION: The Corporation has proposed to expand the existing level of health insurance benefits pursuant to the following schedule:
  - a. Base Blue Cross (Hospital)
    - i. Medical Emergency by Symptoms
    - ii. Broad Subsequent Outpatient Care
    - iii. Full Blood and Blood Processing
  - b. Base Blue Shield (Surgical-Medical)
    - i. Unlimited Surgical-Medical Maximum
    - ii. Medical Emergency by Symptoms
    - iii. Broad Subsequent Outpatient Care
    - iv. Full Ambulance
    - v. Unlimited Radiation Therapy
    - vi. Chiropractic Services
  - c. Major Medical
    - i. Home and Office Physician Call, Including Chiropractic Services and Psychiatric Services at 100%. This would include all Legend Prescription Drugs at 100%
    - ii. Limit of two (2) \$50 Deductibles per Family Contract
    - iii. \$250,000 Maximum Benefit
    - iv. 80% Coverage on all Other Benefits to \$2,000 Per Individual/\$5,000 Per Family, and 100% Coverage Thereafter to \$250,000 Maximum

The Corporation has proposed that the cost of the increased benefits set forth above be funded by the bargaining unit by means of a payroll deduction.

B. PAY FOR SPECIAL EVENTS

1. CITY POSITION: The City proposes to continue to treat special events pursuant to the overtime language of the agreement which provides for pay at the rate of 1-1/2 times the individual's base hourly rate for work performed beyond regular shift hours. (See Article XXIV of Jt. Ex. #1.)
2. CORPORATION POSITION: The Corporation has made the following proposal to amend Article XXIV of the Agreement and require the payment of double time for events where sponsoring agencies absorb the cost of police overtime expenses:

The City shall pay overtime at double (2) times the individual's hourly rate for work, when the City subcontracts the individual's services to an outside organization.

C. CALL IN PROCEDURE

1. CITY POSITION: The City proposes to amend the current call in provision set forth at Article XXV of the Agreement to permit the Employer the flexibility to assign duties other than those giving rise to the call in to fill in the minimum four (4) hour guarantee, as follows:

Special duties other than the specific call in purpose may be assigned to the individual to fill in the four (4) hours.

2. CORPORATION POSITION: The Corporation proposes to retain the current provision at Article XXV which provides as follows:

No special duties other than the specific call in purpose shall be assigned to the individual to fill in the four (4) hours.

#### HEALTH INSURANCE

The Corporation's final offer provides for significant expansion in medical insurance coverage. The cost of the expanded coverage would be covered by the employees through payroll deduction. The City's offer is to maintain the current medical coverage.

The Corporation contends that the present coverage is only about average among comparable bargaining units. There is a growing need for expanded medical coverage due, in part, to the trend toward more "job related stress upon the physical and mental well being and the job performance of officers . . ." This need is appropriately met, the Corporation argues, by "catch up coverage," the costs of which are borne by the members of the bargaining unit and not by the City.

The City argues that the coverage proposed by the Corporation is unequalled by any other comparable bargaining unit. Moreover, its adoption would upset the internal consistency in coverage among the various bargaining units in the City, all of which have essentially the same coverage now. Adoption of the Corporation proposal, the City argues, would break this pattern causing a "ripple effect" of demand for change in other units as well. This would be accompanied, the City contends, by bargaining pressure on the City to pick up the costs of additional coverage initially borne by the employees.

On the face of it the Corporation's argument that its proposal should be favored because it is costless to the City is attractive. Increased medical coverage is an obvious benefit to the employees and if they are willing to pay for it shouldn't

they be permitted to? Application of the statutory criteria, however, dictates a contrary conclusion. The coverage sought by the Corporation exceeds all other comparable bargaining units, internal or external, whether paid for by the employer or by payroll deduction. The statutory criterion that requires consideration of wages and benefits in comparable employment and of other employees of the same employer militates against the Corporation's offer. Moreover, the City's fear that the adoption of the Corporation's offer will be the first step in a process leading to the assumption of the costs of increased benefits by the City is not without justification. The statutory command that I take into account factors normally and traditionally taken into consideration in collective bargaining also leads me to the conclusion that the Corporation's offer should not be favored.

#### DOUBLE TIME FOR SPECIAL DUTY

The Corporation's final offer includes the following provision:

The City shall pay overtime at double (2) times the individual's hourly rate for work when the City sub-contracts the individual's services to an outside organization.

A number of special events, usually foot races of various lengths, are held in the City each year. Because the races are run on City streets they require extra traffic patrolling. The City's practice is to contract with sponsoring organizations for payment of the costs of this extra policing. The Corporation's proposal is that when such services are to be paid for by the sponsoring agency the officers who are hired be paid double time.

The Corporation argues that this is a proposal which costs the City nothing because it only applies if someone else is paying the bill. Moreover, the Corporation argues, the purpose is to compensate officers for the time taken away from home and family; most of the special events being run on weekends.

The City argues that the Corporation's double time proposal is unprecedented. No other comparable collective bargaining

agreement contains such a provision. Moreover, the City points out, the work involved is undistinguishable from work done by other officers at straight time. The mere fact that someone other than the City is paying does not justify the difference in payment.

I find little to commend this aspect of the Corporation's final offer. There is no comparable provision in any comparable collective bargaining agreement. Nor is there any evidence that it is necessary. In the past year and a half special events coverage has been provided entirely by volunteers. Corporation witnesses could think of only one occasion when volunteers were insufficient. Perhaps most significantly the Corporation's proposal is entirely unfair to the citizens and organizations sponsoring the events. The only apparent distinction between the services they are paying for and the services normally provided by the City is that they are paying. There is nothing in the statutory criteria I am required to apply to justify such a distinction.

CALL IN TIME

The current contract provides that officers called in for special duty outside their regular working hours be paid the greater of 4 hours at straight time or the actual hours worked at time and one-half. The contract prohibits the assignment of any duties other than those for which the officer is called in. The City's offer would eliminate that restriction and specifically authorizes the City to assign other duties. The primary reason for the change is to permit the City to assign other duties to off duty officers called in for court appearances. Court appearances constitute the great majority of off duty call ins. Often officers called in to appear in court wait several hours before testifying and, in the majority of cases, never testify at all. The City would like to be able to fill out these waiting hours with work assignments in or near the Court House.

The City argues that comparable collective bargaining agreements do not forbid assignments of duties to fill out call in time. Such assignments, the City argues, are in the best interest of the public since the time would otherwise be unproductive.

The Corporation argues that even if other collective bargaining agreements do not prohibit assigning other duties to officers called in for court appearances the practice is not to make such assignments. Moreover, the Corporation contends, the time is often not wasted since it may be used to prepare testimony. Finally, the Corporation contends, this is an existing benefit of importance to the bargaining unit which should not be taken away in arbitration.

I find the Corporation's argument persuasive on this issue. The City's concern for the time wasted in connection with court appearance is justified and a system for avoiding that waste may be practical. On the other hand, the Corporation has demonstrated some legitimate concerns about the impact of such a system on individual officers. I am also reluctant to impose such a change in practice through arbitration. On balance, I find this aspect of the Corporation's offer preferable.

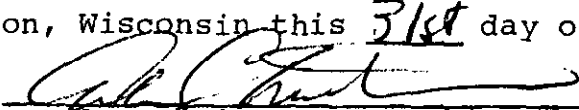
#### CONCLUSION

I have found the City's offer preferable in two of the three issues in dispute. On two of the three issues the choice was close. On the third--the Corporation proposal for double time for special events--the City's offer is clearly preferable. Under the circumstances the City's offer is the more reasonable and should be chosen.

#### AWARD

Applying the criteria contained in Section 111.77(6), Wis. Stats. I find the final offer of the City to be the more reasonable. Accordingly, the final offer of the City of Racine is hereby adopted and shall be made a part of the collective bargaining agreement between the parties.

Dated at Madison, Wisconsin this 31st day of December, 1982.

  
Arlen Christenson, Arbitrator