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STATE OF WISCONSIN

Before the Interest Arbitrator

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

In the Matter of the Petition )  
 )  
 of )  
 )  
 City of Beloit Police )  
 Department Employees, )  
 Teamsters Local Union 579 )  
 )  
 For Final and Binding )  
 Arbitration Involving Law )  
 Enforcement Personnel in the )  
 Employ of )  
 )  
 City of Beloit )  
 (Police Department) )  
 \_\_\_\_\_ )

Case 105  
No. 46435 MIA-1644  
Decision No. 27207-A

APPEARANCES

For the Union:

Marianne G. Robbins, Attorney  
Penni Secore, Business Agent IBT 579  
Doug Olstead, Union Steward  
John Baumgartner, Bargaining Committee  
Dan Risse, Bargaining Committee

For the City:

Bruce Patterson, Consultant  
Daniel T. Kelley, City Manager  
Allan Tollefson, Personnel Director  
Earl Farmer, Deputy Chief  
Henry Schreve, Director Admin. Services  
Michael Patrick, Budget Analyst

## PROCEEDINGS

On June 9, 1992 the undersigned was appointed Arbitrator by the Wisconsin Employment Relations Commission pursuant to Section 111.77 (4)(b) of the Municipal Employment Relations Act, to resolve an impasse existing between Local 579 International Brotherhood of Teamsters, hereinafter referred to as the Union, and the City of Beloit Police Department, hereinafter referred to as the Employer.

The hearing was held on September 10, 1992 in Beloit, Wisconsin. The Parties did not request mediation services and the hearing proceeded. At this hearing the Parties were afforded an opportunity to present oral and written evidence, to examine and cross-examine witnesses and to make such arguments as were deemed pertinent. The Parties stipulated that all provisions of the applicable statutes had been complied with and that the matter was properly before the Arbitrator. Briefs were filed in this case and the record was closed on December 29, 1992 subsequent to receiving the final briefs.

ISSUES

<u>TYPE</u>	<u>UNION</u>	<u>CITY</u>
Prior Contract	Same	All provisions of the 90/91 agreement between the Parties not modified by this final offer shall be included in the successor agreement between the Parties for the term of the said agreement.
Duration	1/1/92 - 12/31/93	Same
Wages	Wage freeze for 1st year officers change to provide Appendix 'A' and 'A-1.' Eff. 1/1/92 - 4% across the board except as noted above. Eff. 1/1/93 - 4% across the board except as noted above.	No change  Eff. 1/1/92 - 4% across the board.  Eff. 1/1/93 - 4% across the board.
Longevity	For employees from year 6 through year 18 of continuous service - an additional \$.05 per hour above base rate of pay for each year and for each year of continuous service thereafter.	No change
Holiday Pay	Increase to time & one-half plus holiday based on an 8 1/2 hr. day.  10 paid holidays to be paid in the	No change  No change

next pay period  
following the  
holiday.

Vacations	As provided for in General Order #20.	No change
New provision grievance arbi- tration clause	Allow employees to determine whether or not disciplinary hearings may be de- cided in arbitra- tion or before the Police & Fire Commission. Also allow employees to go through steps 1 & 2 of the griev- ance procedure be- fore making this decision. Em- ployees shall pick one procedure or the other.	No change

#### UNION POSITION

The following represents the arguments and contentions made on behalf of the Union:

The Union submits that, based on the statutory criteria, its final offer is the most reasonable. Under the law the comparison of wages, hours and conditions of employees involved in the arbitration with other employees performing similar services in comparable communities is an extremely important factor. The Union has selected comparables which balance the

characteristics of size and geographic proximity. These are two of the primary factors utilized selecting comparison communities.

The City and Union concur with respect to Appleton, Janesville and the Rock County Sheriff's Department. The Union stated that Menominee Falls, Town of Beloit, Stoughton, Elkhorn and Edgerton should also be considered. The Union's comparables are proximate to the City of Beloit or, in the case of Menominee Falls and Appleton, have met the requirements of national certification. While the other Union comparables are smaller in size, they have a shared labor market. The Union noted that in a 1985 decision involving the City of Beloit, Arbitrator William Petri eschewed the need for determining the appropriate comparables. While it is true that the City of Beloit has lower valued property than the City's comparables, this should have little or nothing to do with the wage-fringe package as proposed by the Union since poor communities frequently have a greater need for skilled and experienced police officers. The Union argued that its selection of comparable communities is appropriate on the basis of size, proximity and certification of departments and, therefore, should be utilized when the Arbitrator determines the relevance of this statutory criteria.

The current wage structure of the City of Beloit Police Department provides for significant increases in compensation during the first 6 years of employment, but then does not

provide further incentive for remaining on the force except at intervals of 10, 15 and 18 years. Under the Union's proposal the wage structure would be the same at the 10, 15 and 18 year benchmark with a 4% increase per year, but its proposal also provides that those increases be implemented gradually with each additional year of service with the force. In addition, new employees hired on or after January 1, 1992 will retain the current rate for their first year of employment and then will receive increments which are more gradual than at present stretching over 18 years of service but ending up at the same rate as officers hired prior to January 1, 1992. In addition the Union has proposed establishing longevity pay commencing with the 6th year of service and increasing by \$.05 per hour thereafter. These proposals will rectify the current situation where officers find that their continued service with the Department is not rewarded. The Union's proposal will provide an annual incentive to remain with the Department. This, compared to the Employer's proposal, will maintain the current wage structure with a 4% increase but without the longevity provision.

There is an advantage to a community of holding experienced employees. The current seniority roster shows that, while the City has retained officers during their first 6 years of employment, the numbers begin to thin thereafter. A number of the comparison communities utilized by the Union have some form of longevity pay. There is no information concerning longevity

pay among the City's comparable communities. The Union would also note that the City's cost calculation does not take into consideration the cost reductions which will be realized under the Union's proposal. During 1992 at least one new police officer will be hired. Under the Union's proposal this individual would receive \$11.35 per hour, while under the Employer's proposal this rate will increase to \$11.80 per hour. The cost differential will be even greater when the officer commences his second year. Under the City's offer the rate would \$13.14 per hour, while under the Union's offer, it would be \$11.66 per hour. It is likely that there will be additional hires during 1992 and 1993 since two officers have terminated and one will be off due to a work related injury. The savings will more than pay for the Union's modification in the wage schedule. In subsequent years even more projected savings will occur since the City has been hiring four officers per year in recent years. Savings will occur not only in starting wages but in a reduction of the step increases during the first 6 years of employment. Both of these will more than fully compensate the City for the longevity increases. Even without these, the Union's proposal is only 1% over the offer of the Employer, and this is hardly exorbitant given the increases provided to the supervisors and others outside the bargaining unit over the last year. The Union cited several examples of these substantial wage increases. These increases were permitted despite the City's resolution of March 18, 1991 wherein it stated that increases should not exceed

4% per year during 1992. The City has certainly violated its own resolution. Likewise, other bargaining unit personnel represented by other Union's received higher increases than were offered the police. AFSCME Local 2537 received a lift of 6% in 1992. AFSCME Local 643 received a 5% lift in 1992.

A review of comparable communities established that of the four Employer comparables which have settled for 1992, all but one have settled for more than 4% in one of the two contract years. The other three have a 5% or 6% lift during that year. Therefore, for all of the above reasons, the Union's wage proposal is the most reasonable.

The Union has also asked to provide for binding arbitration for grievances concerning discipline and discharge, and this proposal is more reasonable under the statutory criteria. Currently all disputes concerning discipline and discharge are brought before the City Police & Fire Commission. In the Parties experience this procedure has been very costly and cumbersome. One disciplinary case last year which arose as a result of a 10-day suspension required 10 evenings of hearings, each 4 - 6 hours long. Both a City attorney and a Union attorney were busy representing their respective sides for a full month, not to mention the time of commissioners, witnesses and others who were involved. Many charges, amended charges and motions were filed in this case, making it unduly complicated. In



addition, the disciplined officer may have the legal right to petition with the courts and, if successful, would have a different avenue of redress. The Union stated that indeed under the current Labor Agreement an individual may have the right to redress his discipline through the grievance procedure. An attempt to utilize this right would likely involve yet more litigation.

Under the Union's proposal, the employee would have the right to select, in lieu of the Fire & Police Commission, arbitration by a neutral third party. The Parties already use this procedure to resolve other disputes without hearings before the Fire & Police Commission. Arbitration provides a far more efficient means of dispute resolution. Even if the grievance goes to arbitration, virtually all are resolved on the basis of one day of hearing, and the Arbitrator's decision is final and binding under Wisconsin statutes. Arbitrator Vernon, in the City of Rhinelander dispute, stated the many factors which favor arbitration of disputes concerning discipline in a police unit. Those include that arbitration is less financially burdensome on the employee, the Union and the Employer. It is going to be more effective and practical. Arbitration is an informal process and, therefore, it is easier to focus on the truth rather than legal technicalities and procedural considerations. Arbitrators can focus their attention on two basic questions: 1) is the employee guilty of misconduct, and 2) does the punishment fit the crime.

Courts and commissions can get bogged down in other trappings far removed from these fundamental considerations. A review of case law confirms the Union's contention that, when final and binding arbitration is not available, the result is convoluted procedural framework which many times leaves little room to address the merits of the case in a pragmatic fashion.

Arbitrators also have more experience in the addressing of labor contract grievances. This concept has been approved by no less an authority but the United States Supreme Court. The City does not contradict the Union's evidence with respect to the efficiency of the arbitration process as an alternative to a Police & Fire Commission determination. Instead, it offers an opinion memorandum by its former City Attorney, Daniel T. Kelly. A careful review of this memorandum indicates that, while he argues that procedures under Section 62.13 should not be subject to negotiation, there is no case law to support his position. In fact the cases cited tend to support the Union's position. It is the Union's contention that there has been no suggestion in case law that arbitration of police disciplinary matters is inappropriate. A majority of comparable communities have adopted such a procedure. The Wisconsin Supreme Court has enforced arbitration awards concerning a Milwaukee police officer's discipline. The City had an opportunity to seek a declaratory ruling which is available to any party who contests a portion of a final offer as illegal or a permissive subject of

bargaining in an interest arbitration. The City failed to challenge the legality of the Union's proposal. It is now inappropriate and unsupportable to raise the issue at this juncture. The Union's offer to provide alternative dispute resolution to disputes concerning discipline is by far the more reasonable and is supported by the comparables.

The Union has also sought to bring the holiday benefit in line with those of comparable communities. The City of Beloit police officers have fewer paid holidays, 8 vs. 10, unless they are able to work each of them. When they do receive holiday pay, it is 1/2 hour less compensation than the duration of the regular shift. Moreover, when they work a holiday, employees receive only straight time in addition to holiday pay. The Union's proposal addresses each of these issues.

In virtually all comparable communities holiday pay is provided for the full duration of a work shift. Under the Union's comparables all but one provide holiday pay which is co-extensive with the regular shift. In addition all provide for more paid holidays than does Beloit currently and most provide for 10 paid holidays. The Union's proposal simply brings Beloit police officers up to the same level of holiday compensation enjoyed by most of their counterparts. In addition there is no financial incentive for police officers to work on holidays. The nature of police work means that each officer

will work at least some holidays. Again, the comparables all offer better compensation for working on holidays than the Beloit Police Department. Therefore, the Union's offer should be selected as the most reasonable.

Finally, the Union's proposal to incorporate the general order concerning the scheduling of vacations is the most reasonable. This order provides that one week increments of vacation take precedence over one-day splits. Increments of vacation are scheduled in advance, while one-day splits may be scheduled within 5 days' notice. In case of conflicts, seniority prevails. The order further provides that, when holidays fall on vacation weeks, the officer is not charged with a vacation day and may take an additional day within the following month. This general order embodies the Parties' current practice and for all practical purposes is incorporated in the present agreement through the Maintenance of Standards clause. The City has provided no justification for refusing to include a general order in the Agreement, therefore, the Union's proposal is the more reasonable under the statutory criteria.

For all of the foregoing reasons, the Union respectfully requests that the Arbitrator select its final offer as the more reasonable for inclusion in a successor labor agreement.

## CITY POSITION

The following represents the arguments and contentions made on behalf of the City:

Comparability is a key issue in this case. The City has submitted data relative to 8 municipalities and Rock County. Those include the cities of Appleton, Eau Claire, Fond du Lac, Janesville, Lacrosse, Oshkosh, Sheboygan and Wausau. These cities were utilized as comparables in a previous arbitration decision written by Arbitrator William Petrie and involving the same bargaining unit employees. While the City of Beloit is the smallest of the jurisdictions, two others are within several thousands of the population of the City of Beloit. The cities are all independent metropolitan areas offering similar services and standing away from the metropolitan Milwaukee area. The Union erroneously asserted that certification of police departments is a criteria for consideration under the applicable Wisconsin statutes. This is without foundation. The Union relies on small municipalities under 10,000 in population compared to the 35,000 population of Beloit. In addition one is in the Milwaukee metropolitan area (Menominee Falls) and not in any geographic or community characteristic that would be comparable to the City of Beloit. With the exception of Appleton and Janesville none of the jurisdictions cited by the Union has ever been relied on by any arbitrator as comparable in

jurisdiction. Therefore, the City submits that with respect to the issue of comparability, its own comparables are the most appropriate to be considered by the Arbitrator.

Relative to the ability of the Employer to meet the cost of the settlement, the City submitted exhibits showing that the citizens of Beloit are making a strong tax effort with very limited resources. The City of Beloit possesses the lowest assessed and equalized valuation of the comparable jurisdiction. The City of Beloit's tax rate is the second highest among the comparable jurisdictions. The City experienced from 1990 to 1991 the largest property tax credit decrease of any of the comparables. For the period 1989 through 1991 the City of Beloit's equalized valuation increased by only 3.83%, which is well below the range of the comparables of 4.81% to 14.79%. The same holds true when considering per capita equalized valuation, which actually declined in 1991.

The City cannot afford to be a leader in compensation for its employees. Nevertheless, the City does pay wage levels that enable it to recruit and retain employees. The City's offer in this case is consistent with the proposal voluntarily accepted by the firefighters for the same contract term. Internal comparisons are appropriate particularly when comparing firefighters with police units. The City's offer in this case is consistent with the external comparables and the internal

comparables. The two-year package which the City has proposed will yield an increased cost to the taxpayer of over 13% as opposed to the 17% contained in the Union's final offer.

With respect to comparisons between those in public employment in comparable communities, the City contended that its offer is more appropriate. The 1992 settlement pattern indicates a strong pattern of 4% increases. The 1993 data is not as conclusive, but worthy of note is a 4% settlement in Rock County. The additional 2% in September of 1992 in the Rock County contract was a quid pro quo for substantial modifications in the health insurance program for the Deputy Sheriff's unit. The same is true for the 2 1/2% additional increase in the City of Fond du Lac. The City of Beloit is one of the few jurisdictions that is paying all of the costs for health insurance, dental insurance, life insurance and the Wisconsin retirement system. The total compensation of the City of Beloit is superior to its comparables. Notwithstanding the above, there is no showing in the record that any of the current employees of the Beloit, Janesville or Rock County law enforcement agencies have been recruited from the area.

A review of the Union's final offer shows that the offer is composed of a wage increase, a schedule freeze for new officers and a longevity program that would add \$.05 per hour for all years of service from year 6 to retirement. In addition there

would be an increase in paid holiday time, increase in pay for time worked on a holiday, the inclusion of a vacation scheduling policy and a change in the grievance procedure that amounts to forum shopping. The Union's final offer is excessive in its total scope as well as unreasonable in the individual issues it is attempting to change through arbitration without the offering of any quid pro quo.

With respect to the wage and longevity increases, the Union asserted that there is a mechanism which would offset costs of future wage increases by placing a freeze on new hires beginning in 1993. There is no factual data in the record to support this contention. How will the City save money on future hires when it does not control the ability of employees to voluntarily terminate? The longevity program will increase the Employer's cost by \$37,000 in the first year without any assurance that the wage freeze for new employees will offset this cost. In addition the City noted that two-tier systems are normally opposed by labor organizations because of the detrimental impact on morale. The City does not believe that this two-tier system will allow the City to pay an appropriate starting salary when the need arises for recruiting new officers. In the wage area alone the Union's final offer is outside the pattern of both the internal and external comparables and is not supported by the evidence in this case.



The Union made reference to increases given non-bargaining unit personnel in the City of Beloit. The City disputes the relevancy of such data, however, it has submitted an exhibit which clearly explains the nature of the increases, many of which were performance based or due to changes in job responsibility. Relative to holiday pay increases, the Union is attempting to compound the expense by asking for an enhanced benefit from the Arbitrator. In 1992 alone the additional cost would be \$28,451 to the City. This would amount to an increase of 1.79%. There is no evidence in the record to support the appropriateness of these increases when judged against the comparables and is certainly not justified based on its overall cost impact to the City.

With respect to the revision of the grievance procedure, the Union is asking for forum shopping in matters of discipline. The Union relies on one instance to justify a change in a voluntarily negotiated grievance procedure which excludes disciplinary actions. The Union asked the Arbitrator to consider a City of Rhinelander award which did not eliminate the Police & Fire Commission, however, it did allow the matter of the decision of the Commission to be appealed to an arbitrator. That is not the Union's proposal in this case. In addition, there is an opinion of the former City Attorney relative to the powers of the Commission, and it is the City's position that this forms a basis to reject the Union's proposal. In addition there is

nothing in the statutes nor in the comparables which would support the Union's position relative to this matter.

Regarding General Order #20, the Union has proposed the inclusion of this order in the contract. It has shown no justification that would indicate a need for such inclusion. There is no showing that the City has abused its discretion contained in General Order #20. The City is concerned that this would establish a precedent of including general orders in the contract. In any event the comparables do not support the inclusion of the language requested by the Union.

The City argued that the statutory criteria concerning the cost of living comparability shows that the City's proposal is clearly in excess of the current cost of living increases. The Union's proposal on the other hand is clearly excessive with a total cost of 17%, while the cost of living is averaging a little over 3% a year.

Finally, the Union's offer is a substantial departure to the status quo. Arbitrators have found that there must be compelling reasons to justify changes from the status quo and such changes must offset by economic concessions or other quid pro quo's contained in the Agreement. The Union's offer in this case does not contain either of these items.

The City requested that the Arbitrator find that it is its offer that meets the statutory criteria and in particular the internal and external comparables and maintains the status quo between the City and the bargaining unit. Therefore, the City respectfully requests that the Arbitrator find in its behalf.

### DISCUSSION AND OPINION

When one side or another wishes to deviate from the status quo of the previous collective bargaining agreement, the proponent of that change must fully justify its position and provide strong reasons and a proven need. This Arbitrator recognizes that this extra burden of proof is placed on those who wish to significantly change the collective bargaining relationship. In the absence of such showing the party desiring the change must show that there is a quid quo pro or that other comparable groups were able to achieve this provision without the quid pro quo. It is the Union that wishes to alter the status of the collective bargaining relationship in this case. The Union has asked for a two-tier wage system and unlimited longevity increment, the substitution of arbitration for the Police & Fire Commission in discipline and discharge cases, changes in the holiday pay system adding additional holidays and altering the pay structure for those who work on holidays, and finally the inclusion of a practice set forth in General Order #20 covering

the scheduling of vacations. The Union bears an extra burden in this case since it is the Union that is proposing these far reaching and significant changes in the collective bargaining relationship.

Not all of the above items carry the same weight, that is they do not deviate from the current bargaining relationship with the same intensity. The vacation proposal by the Union simply wishes to place the current practice of the Parties into the Collective Bargaining Agreement. The City's argument, that this change would open the door to include every general order, is simply not borne out by the facts of this case. The Arbitrator can see no reason why the City would be unwilling to memorialize its own practice.

The arbitration of disciplinary issues is a difficult concept for this Arbitrator to deal with since he has issued scores of decisions in discipline cases. Among those cases were several advisory arbitrations involving police and fire personnel. The purpose of these cases was to advise a Police & Fire Commission as to the proper disposition of those cases. In each of those cases the Police & Fire Commission determined to follow the advice of the Arbitrator, thereby eliminating the need for lengthy hearings before the Commission. This Arbitrator agrees with Arbitrator Vernon, that arbitration is the favored method for dispute resolution and offers many advantages to both

sides (see Arbitrator Vernon's City of Rhinelander decision, 1987). With respect to the contention by the City that this is an illegal proposal, we do have in the record former City Attorney Kelly's opinion as to the illegality of this proposal. The Arbitrator finds that this is not the appropriate forum to make this legal determination and that this should be decided by the courts. The Arbitrator is also concerned that in the Union's proposal the Grievant presumably upon advice from his or her union would be able to pick one forum or another at a particular stage in the grievance process. It seems to this Arbitrator that this would be a very unusual provision. Labor contracts generally contain one or the other, but not both. All in all, however, the Arbitrator finds that this proposal is not a significant deviation from the status quo of the Collective Bargaining Agreement and could actually serve to save the City time and money during the adjudication of police discipline cases.

Since the Union's holiday and wage proposals contain significant cost increases to the City, the question of comparables must be determined. The Parties have agreed that the cities of Appleton and Janesville and Rock County should be included as comparables. From there, their comparable list contains no common elements. Both sides agree that the largest population city, city of Appleton, should be included, yet the Union does not agree that the cities of Fond du Lac, Oshkosh,

Sheboygan, all of whom have comparable populations to Beloit and which are at least as proximate to Beloit as Appleton, should not be included. The Union would include 3 very small communities, Stoughton, Elkhorn and Edgerton and also the town of Beloit, which is contiguous with, at least in part, the city of Beloit. Reviewing the evidence presented, the Arbitrator can find no evidence contained in the record, notwithstanding the Union's argument concerning certification, that would allow him to deviate from the comparables which have been historically utilized by these Parties in the past.

Regarding the wage and holiday proposals, the Union has claimed that the two-tier wage system that it has proposed will more than offset the additional costs associated with its economic proposals. In addition, the Union argued that it is an advantage to the City to be able to hold its more experienced employees by offering economic incentive for their years of service. The City claims there are little or no cost savings to be applied. The Union countered that there are significant cost savings which would more than offset the additional longevity increases. After reviewing the evidence in this case, the Arbitrator finds that neither Party has properly expressed the situation. It is clear that the City will be hiring replacement personnel in the future and, as such, would have lower employment costs for new employees than would be contained in the contract if the City's offer were chosen. The City argued that this would

seriously impair its ability to attract quality rookie police officers, and this argument certainly should be given some weight. Also, the Arbitrator notes that the purpose of the Union's proposal is to stem the rate of resignations of experienced police officers. If this plan works, then there would be fewer openings in the future in which lower paid new police officers could be placed. The Arbitrator is also concerned about the open end nature of the longevity increases proposed by the Union. One of the major problems in two-tier systems, which have become very common in private industry today, is that two-tier systems either provide a very long time until parity is reached or allow that no parity would ever exist. Studies have shown that this system fosters hard feelings and employee relations problems. This is particularly significant in a police department where cooperation among police officers is of paramount importance not only to the safety of the general public, but to their own safety as well. This Arbitrator is concerned that, while under the Union's proposal parity would be reached, it would not be reached for a significant period of years. After considering the external comparables and the arguments of the Parties, the Arbitrator finds that it is the City's position that is favored with respect to the changes in the wage structure and longevity under the Collective Bargaining Agreement.

With respect to across-the-board wage increases, both sides have included a 4% increase as their base increase for each of the two years of the contract, therefore, there is agreement in this area.

The Union's holiday proposal which would increase the guaranteed number of holidays from 8 to 10, increase of pay for time worked on holidays from straight time to time and one-half, and also increase the hours of pay for holidays not worked from 8 to 8 1/2 would clearly mean substantial additional costs to the City. While some of the comparables would somewhat favor the Union's position, this is a significant and far-reaching change in the holiday contractual provision. Because of the way that the statute is written, the Arbitrator cannot consider the holiday provision separately but must consider it as part of the overall Union package.

Reviewing the entire record of this case, the Arbitrator finds that the Union has not met its burden for changing the status quo of the bargaining relationship. The quid pro quo, the two-tier wage system, does not adequately cover the additional costs contained in the Union's proposal and, also, may cause difficult employee relations problems in the future. The Union's position does not find support in the comparables. Therefore, the Arbitrator finds that, due to the limited resources of the City, the external comparables which have been

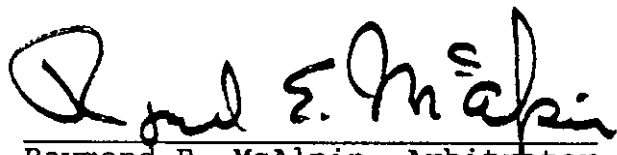


designated for this arbitration, the internal comparable - the voluntary settlement of the firefighters contract, the City's position is favored to the point that its proposal becomes the more reasonable of the two. The Arbitrator has concluded that the City's proposal more nearly conforms to the statutory criteria and it is the City's position which will prevail in this case.

AWARD

On the basis of the foregoing and the record as a whole, and after a full consideration of each of the statutory criteria, the undersigned has concluded that the final offer of the City of Beloit is the more reasonable proposal before the Arbitrator, and directs that it, along with the predecessor agreement, as modified by the stipulations reached in bargaining, constitute the 1992-1993 agreement between the Parties.

Signed at Oconomowoc, Wisconsin this 3rd day February, 1993.

  
Raymond E. McAlpin, Arbitrator