STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

In the Matter of the Petition of BROOKFIELD PROFESSIONAL FIREFIGHTERS ASSOCIATION, LOCAL 2051, IAFF, AFL-CIO To Initiate Final and Binding Arbitration Between Said Petitioner and CITY OF BROOKFIELD	Case 64 No. 38183 MIA-1185 Decision No. 25843-A

Appearances:

Mr. Roger E. Walsh, Lindner & Marsack, S.C., Attorneys at Law, 411 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, appearing on behalf of the City.

Mr. John Keith Brendel, Attorney at Law, 17800 West Bluemound Road, Brookfield, Wisconsin 53005, appearing on behalf of the Union.

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

On January 26, 1987, the above-named Petitioner filed with the Commission a petition alleging that the Petitioner and the City had reached a collective bargaining impasse in their fire fighter unit on wages, hours and conditions of employment to be incorporated in a collective bargaining agreement, and requesting the Commission to proceed under its authority under Sec. 111.77, Stats., to conduct an investigation and to certify the results thereof and to determine whether final and binding arbitration under Sec. 111.77(4)(b), Stats. should be initiated.

During the course of the Commission's investigation, the parties resolved all but one issue as to which the City submitted a timely objection that the subject--City contributions toward health insurance benefits for employes who retire --was not a mandatory subject of bargaining. No further processing of the interest arbitration petition was undertaken during the pendency of the declaratory ruling proceeding before the Commission.

On June 10, 1988, the Commission issued a declaratory ruling (Dec. No. 25517) holding that the Union's proposal was a mandatory subject of bargaining. The City appealed that declaratory ruling to Waukesha County Circuit Court. On December 21, 1988, Circuit Judge Zick affirmed the Commission's decision. The City subsequently appealed Judge Zick's Order to the Court of Appeals where the matter is pending.

In its written response to the Commission investigator's efforts to resume the investigation following the Commission's issuance of the above-noted declaratory ruling, the City requested that the interest arbitration proceeding be stayed pending the final resolution of the City's appeal of the Commission's declaratory ruling. On January 10, 1989, the Commission issued an Order denying the City's request and directing the City to submit a final offer to the Commission's investigator.

On February 3, 1989, the City submitted a final offer dated January 31, 1989. By letter dated February 17, 1989, the Union advised the Commission's investigator that it objected to the City's January 31 offer as being outside the scope of the issue the parties had agreed to arbitrate. On April 14, 1989,

in Brookfield, Wisconsin, hearing was conducted by Examiner Peter G. Davis as to the issue of the appropriateness of the City's offer. During the course of said hearing, the City submitted an amended final offer which it asked the Commission to consider if the January 31 offer was found to be improper.

The parties submitted written argument, the last of which was received on June 20, 1989. Having considered the matter and being fully advised in the premises, the Commission makes and issues the following

FINDINGS OF FACT

1. That the City of Brookfield, herein the City, is a municipal employer having its principal offices at 2000 North Calhoun Road, Brookfield,

Wisconsin 53005; and that among its functions the City operates a Fire Department.

2. That the Brookfield Professional Firefighters Association, herein the Union, is a labor organization which functions as the collective bargaining representative of certain individuals employed by the City in the Fire Department and has its principal offices at 118 North Avenue, Hartland, Wisconsin 53029.

3. That during collective bargaining over a successor to the 1985-1986 contract between the City and the Union, the parties reached agreement on all matters except the issue of what contribution, if any, the City would make toward health insurance benefits for employes who retire; that the parties agreement on all other matters is reflected, in part, by their April 28, 1987 Stipulation of Agreed Items which stated part "Except for retiree health insurance all other proposals are withdrawn.", by the exchange of letters between the Union and the Mayor, dated April 29, 1987 and May 6, 1987, respectively, and by 7.03 of their 1987-1988 contract; that the parties agreed to the implementation of the terms of their 1987-1988 successor agreement and to proceed to final and binding interest arbitration pursuant to Sec. 111.77, Stats. as to the remaining retiree insurance issue; and that the parties reduced their successor agreement to writing which agreement states in pertinent part:

> 7.03(NOTE: Pending the decision of an arbitrator, the following language shall remain in effect; thereafter, language changes will be substituted in conformity with the arbitrators decision. Refers to 7.03 only.) (emphasis added)
>
> If the insurer permits the City shall permit "normally-retired" or disabled (as defined in Sec. 40.65(4) Wis Stats.) Employees to be included in the same group and to avail themselves of identical standard and major medical coverages provided to active Employees and/or their families until the existence of any of the following:
>
> a) The Employee's death;
>
> b) The Employee and his spouse reach 65 years;
>
> c) The acceptance of the Employee and his spouse into the medicare program;
>
> d) The acceptance of the Employee into an equivalent paid program of health and surgical insurance coverage provided by another employer, during the period of such coverage.
>
> The coverage herein shall be paid for at the recipient's sole expense monthly in advance to the City Clerk. The terms of 7.01(b) shall be applicable to participants.
>
> 7.04 Effective January 1, 1987, the spouse, and/or dependent children surviving an employee whose death is a result of a job related injury, illness or disease shall continue fully paid health coverages for twelve (12) months next following the employee's death at City expense. Thereafter, if the insurer permits, the spouse and/or dependents shall be permitted to participate in the City's group plan at the spouse or dependent's sole expense, paid monthly, in advance.
>
> . . .
>
> ARTICLE 17 - LONGEVITY AWARD
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> Each Employee shall receive, in recognition of loyalty and achievement in continued service to the City, the further sum of Ten ($10.00) Dollars per month after five (5) years of service on the Department and an additional Two ($2.00) Dollars for each year thereafter to a maximum amount of Thirty ($30.00) Dollars a month. Computation of longevity service shall commence with his first day of the Department. Payment shall be made with the pay period next subsequent to each anniversary beginning with the fifth.
>
> . . .
>
> ARTICLE 26 - AMENDMENT

> This Agreement is subject to amendment, alteration or addition only by subsequent written agreement entered into between the City and the Association. The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all of its terms and conditions.
>
> . . .

that the parties thereafter had a dispute as to whether the Union's retiree health insurance proposal was a mandatory subject of bargaining; and that the Commission resolved said dispute on June 10, 1988 when it issued a declaratory ruling concluding that the Union proposal was a mandatory subject of bargaining.

4. That during the January 1, 1987 through December 31, 1988 term of the parties' 1987-88 agreement, no employes retired; that said agreement has expired; and that the parties are currently bargaining over the terms of a successor to the 1987-88 contract.

5. That on February 3, 1989, the City submitted the following offer, dated January 31, 1989, to the Commission's investigator which stated in pertinent part:

CONTEMPLATED FINAL OFFER
OF CITY OF BROOKFIELD
TO
LOCAL 2051, IAFF

January 31, 1989

Add the following to Section 7.03 (Note: letter the existing provision as paragraph (a)):

"b) For employees who retire on a regular pension (disability pensions excluded) on or after January 1, 1989, the City shall pay $58.00 per month toward the single plan premium and $148.00 per month toward the family plan premium of the health plan the employee was in prior to retirement, and such payment shall remain frozen at that level throughout the period of such payment, under the following conditions (if an employee/retiree switches from a family to a single plan or vice versa, the City will continue to pay up to the same amount it had been previously paying):

1)The employee/retiree must have at least fifteen (15) years of con-tinuous service with the City of Brookfield.

2)The employee/retiree must be at least the statutory normal retirement age.

3)Participation in the City's health insurance program ceases at the earliest of the following:

(i)The employee/retiree's attain-ment of age sixty-five (65), and the employee/retiree is eligible for Medicare.

(ii)The employee/retiree's death.

c) The City agrees to fund a Fire Department Retiree Health Insurance Account in accordance with the amounts listed on a document entitled 'Brookfield Fire, Post-Retirement Medical Annual Funding Cost,' with a benefit defined as '$58.00 single, $148.00 family/month.' A copy of this document is attached as Appendix 'A.' In 1989, the City would deposit the 1989 deposit amount; in January, 1990, the City would deposit the 1990 deposit amount, and so forth as listed in the document. The amounts so deposited may be comingled (sic) with other City monies for investment purposes, but the amount in the Fire Department Retiree Health Insurance

Account, including the return on investment, must be reasonably ascertainable. The return on investment will be calculated by taking the average rate of interest on the first of each month during the calendar year paid by Bank One, N.A., on its 6 month certificate of deposit for deposits of $5,000. The parties agree that beginning in 1991, the Fire Department Retiree Health Insurance Account may be analyzed by the parties, upon the request of either party, to assess whether or not the Account is capable of paying monthly benefit amounts to employees who retire in that calendar year which are higher than the $58.00 single and $148.00 family amounts listed in Appendix 'A', provided that the same deposit amounts listed in Appendix 'A' are made. The parties may utilize the services of an actuary, paid for out of the Account, to assist in making this analysis. The benefit amounts may fluctuate up or down for any particular year, depending on the analysis of the amounts in the Account, but the benefit amount will not be lower than that listed in Appendix 'A'. The funding amounts listed in Appendix 'A' are based on the number of employees in the bargaining unit as of January 1, 1989. If additional employees (not including replacement employees for those in the bargaining unit as of January 1, 1989) are added to the bargaining unit, the City will be required to make deposits to the Fire Department Retiree Health Insurance Account in addition to those listed in Appendix 'A' in order to fund the same benefit for such additional employees. Nothing in this Section is to be construed to prohibit the parties from subsequent collective bargaining agreements which will affect employees retiring under such agreements. It is understood by the parties that the elimination of the longevity provisions contained in Article 17 of the 1987-1988 contract was agreed to in return for the City's agreement to fund the Fire Department Retiree Health Insurance Account as provided in Appendix 'A'.

d) In the event the employee/retiree's spouse is not eligible for Medicare when the employee/retiree's participation in the program provided for in Paragraph (b) ceases, the spouse may remain in the same City group health plan until eligible for Medicare solely at the expense of the spouse, provided that the spouse pays the full monthly premium therefor to the City Treasurer by the 15th of the month prior to the month the premium is due, or the spouse may be dropped from the City's insurance program.

e) If an employee/retiree who is participating in the program provided for in Paragraph (b) obtains other employment in which comparable health benefits are available at a cost to the employee/retiree which does not exceed the employee/ retiree's cost under this City program, the employee/retiree must participate in the other plan, provided that the employee/ retiree may again participate in the City program when no longer eligible for the other coverage, if otherwise eligible under Paragraph (b) and if the City's insurance carrier agrees to permit such partici-pation. As an alternative to participating in the other plan, such employee/retiree has the option of remaining in the City plan, but only under

a single contract covering the employee/retiree.

f) The employee/retiree who is partici-pating in the program provided for in Paragraph (b) must pay the balance of the full monthly premium to the City Treasurer by the 15th of the month prior to the month the premium is due, or the employee/retiree may be dropped from the City's insurance program."

2. **Article 17 - Longevity Award**. Delete this Article, effective January 1, 1989.

and that during the April 14, 1989 hearing on the propriety of the January 31, 1989 offer, the City submitted a revised offer which stated in pertinent part:

CONTEMPLATED FINAL OFFER
OF CITY OF BROOKFIELD
TO
LOCAL 2051, IAFF

REVISED APRIL 14, 1989

Add the following to Section 7.03. (Note: Letter the existing provision as paragraph (a)):

"b) For employees who retire on a regular pension (disability pensions excluded) on or after December 31, 1988, the City shall pay $58.00 per month toward the single plan premium and $148.00 per month toward the family plan premium of the health plan the employee was in prior to retirement, and such payment shall remain frozen at that level throughout the period of such pay-ment, under the following conditions (if an employee/retiree switches from a family to a single plan or vice versa, the City will continue to pay up to the same amount it had been previously paying):

1)The employee/retiree must have at least fifteen (15) years of con-tinuous service with the City of Brookfield.

2)The employee/retiree must be at least the statutory normal retirement age.

3)Participation in the City's health insurance program ceases at the earliest of the following:

(i)The employee/retiree's attain-ment of age sixty-five (65), and the employee/retiree is eligible for Medicare.

(ii)The employee/retiree's death.

c) The City agrees to fund a Fire Department Retiree Health Insurance Account in accordance with the amounts listed on a document entitled 'Brookfield Fire, Post-Retirement Medical Annual Funding Cost,' with a benefit defined as '$58.00 single, $148.00 family/month.' A copy of this document is attached as Appendix 'A.' In 1989, the City would deposit the 1989 deposit amount; in January, 1990, the City would deposit the 1990 deposit amount, and so forth as listed in the document. The City and the Union agree that the amounts that the City would otherwise be obligated to pay after December 31, 1988, to eligible employees under the provisions of Article 17, Longevity Award, shall not be paid to such eligible employees, but shall instead be deposited in the Fire Department Retiree Health Insurance Account and the amount so deposited shall

be an offset against the deposit amount required to be made each year by the City to this Account pursuant to Appendix 'A'. The amounts so deducted may be comingled (sic) with other City monies for investment purposes, but the amount in the Fire Department Retiree Health Insurance Account, including the return on investment, must be reasonably ascertainable. The return on investment will be calculated by taking the average rate of interest on the first of each month during the calendar year paid by Bank One, N.A., on its 6 month certificate of deposit for deposits of $5,000. The parties agree that beginning in 1991, the Fire Department Retiree Health Insurance Account may be analyzed by the parties, upon the request of either party, to assess whether or not the Account is capable of paying monthly benefit amounts to employees who retire in that calendar year which are higher than the $58.00 single and $148.00 family amounts listed in Appendix 'A,' provided that the same deposit amounts listed in Appendix 'A' are made. The parties may utilize the services of an actuary, paid for out of the Account, to assist in making this analysis. The benefit amounts may fluctuate up or down for any particular year, depending on the analysis of the amounts in the Account, but the benefit amount will not be lower than that listed in Appendix 'A'. The funding amounts listed in Appendix 'A' are based on the number of employees in the bargaining unit as of December 31, 1988. If additional employees (not including replacement employees for those in the bargaining unit as of December 31, 1988) are added to the bargaining unit, the City will be required to make deposits to the Fire Department Retiree Health Insurance Account in addition to those listed in Appendix 'A' in order to fund the same benefit for such additional employees. Nothing in this Section is to be construed to prohibit the parties from bargaining different benefits or funding levels in subsequent collective bargaining agreements which will affect employees retiring under such agreements. It is understood by the parties that the elimination of the payment to eligible employees under the longevity provisions contained in Article 17 of the 1987-1988 Contract was agreed to in return for the City's agreement to fund the Fire Department Retiree Health Insurance Account as provided in this subsection and in Appendix 'A'.

d) In the event the employee/retiree's spouse is not eligible for Medicare when the employee/retiree's participation in the program provided for in paragraph (b) ceases, the spouse may remain in the same City group health plan until eligible for Medicare solely at the expense of the spouse, provided that the spouse pays the full monthly premium therefor to the City Treasurer by the 15th of the month prior to the month the premium is due, or the spouse may be dropped from the City's insurance program.

e) If an employee/retiree who is participating in the program provided for in paragraph (b) obtains other employment in which comparable health benefits are available at a cost to the employee/retiree which does not exceed the employee/ retiree's cost under this City program, the employee/retiree must participate in the

other plan, provided that the employee/ retiree may again participate in the City program when no longer eligible for the other coverage, if otherwise eligible under paragraph (b) and if the City's insurance carrier agrees to permit such partici-pation. As an alternative to participating in the other plan, such employee/retiree has the option of remaining in the City plan, but only under a single contract covering the employee/retiree.

f) The employee/retiree who is partici-pating in the program provided for in paragraph (b) must pay the balance of the full monthly premium to the City Treasurer by the 15th of the month prior to the month the premium is due, or the employee/retiree may be dropped from the City's insurance program."

Based upon the above and foregoing Findings of Fact, the Commission makes and issues the following

CONCLUSIONS OF LAW

1. That the Union's petition for interest arbitration is not moot.

2. That the City's proposals as set forth in Finding of Fact 5 are inappropriate for submission to final and binding interest arbitration because said proposals contain proposed amendments to the parties' 1987-88 contract as to subjects other than retiree health insurance.

Based upon the above and foregoing Findings of Fact and Conclusions of Law, the Commission makes and issues the following

ORDER

That within 21 days of the date of this decision, or such later deadline as the Commission investigator may establish, the City shall submit a contemplated retiree health insurance final offer which is consistent with this decision.

Given under our hands and seal at the City of Madison, Wisconsin this 4th day of August, 1989.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By _____
A. Henry Hempe, Chairman

_____
Herman Torosian, Commissioner

_____
William K. Strycker, Commissioner

MEMORANDUM ACCOMPANYING FINDINGS OF
FACT, CONCLUSIONS OF LAW AND ORDER

The procedural background of this case has been recited in the preface of our decision and thus will not be repeated here. Suffice it to say that the issues placed before us by the parties now are: (1) whether the Union's interest arbitration petition should be dismissed as moot; and, if not, (2) whether either of the City's offers as to retiree health insurance can properly proceed to interest arbitration.

POSITIONS OF THE PARTIES:

The City

Initially, the City argues that the Union's interest arbitration petition is moot. The City contends that it is undisputed that no employe retired during the term of the now expired 1987-88 contract and that the parties are currently bargaining over the retiree health insurance issue in the context of an interest arbitration petition relating to a successor to the 1987-88 agreement. The City asserts that, under the above-noted circumstances, an interest arbitration award resolving the retiree health insurance issue for an 1987-88 contract cannot have "any practical legal effect" upon any current "existing controversy" and therefore that the interest arbitration proceeding is moot under existing Wisconsin Supreme Court and Commission precedent. The City alleges that none of the judicially established exceptions to the "dismissal for mootness" rule are present here and that it is unnecessarily wasteful to have the parties litigating the same issue in two separate interest arbitration proceedings.

If the Commission concludes that the Union interest arbitration petition should not be dismissed as moot, the City contends that its final offers on the retiree health insurance issue are appropriate for presentation to an interest arbitrator. As to the Union's contention that the City's January 31, 1989 offer for the 1987-88 contract is improper because the offer contains a January 1, 1989 effective date which post-dates the expiration of the 1987-88 contract, the City notes that it met this objection during the April 14, 1989 hearing before the Examiner by amending its offer to provide a December 31, 1988 effective date.

As to the Union contention that the offer is nonetheless improper because it is funded by deletion from the 1987-88 contract of a previously agreed upon and implemented longevity clause, the City generally contends that this Union's objection goes to the merits of the proposal and not to the right of the City to present same to an interest arbitrator. The City urges that its agreement to a longevity provision does not preclude it from proposing that longevity payments be used to fund the retiree health insurance premiums. Given the effective date of its proposal, the City notes that no longevity payments made during the term of the 1987-88 contract are affected by its proposal. In this regard, the City argues that if an interest arbitrator were to select the City's final offer, employes would only owe the City any amounts paid as longevity after December 31, 1988. However, as the 1989 wage rates have yet to be bargained, the City asserts that the Union could seek to recoup any lost longevity payments through the wage increase negotiated by the parties or awarded by an interest arbitrator for 1989.

In conclusion, the City asserts that nothing in the 1987-88 contract or in the parties' agreement to arbitrate retiree health insurance prohibits the City from utilizing longevity award payments as a funding source. The City contends that as its offers are definite, specific and related to the issue of retiree health insurance, either the January 31, 1989 offer or the April 14, 1989 amended version thereof are appropriate for presentation to the arbitrator.

The Union

The Union initially argues that its interest arbitration petition should not be dismissed as moot. It asserts that should an interest arbitrator select the Union's offer as to the retiree health insurance issue for the 1987-88 contract, said outcome would remove a major issue from the 1989 negotiations and thus enhance settlement possibilities. The Union urges such an outcome would also allow employes who have been delaying their retirement to act rather than enduring the delay which may be faced in settling the 1989-90 contract. In the Union's view, the fact that no employe retired during calendar year 1987 or 1988 is irrelevant to the Union's right to proceed to interest arbitration. The Union notes that if the City's argument were to be accepted, the Commission would be establishing a previously non-existent limitation on the right to bargain fringe benefits (i.e. if no employe will actually be able to use the benefit during the contract term, you can't bargain for the benefit). The Union contends that such a result is at odds with the current reality of collective bargaining which allows parties to seek to acquire rights before such rights can or need to be exercised. Even if the Commission were to

conclude that the matter was moot, the Union asserts that certain exceptions to the "dismissal for mootness" rule cited by the City are present because the issue in dispute will arise again and because the Union ought not be penalized for the City's thus far successful efforts to stall resolution of the 1987-88 contract.

The Union further argues that dismissal of the interest arbitration petition would deprive the Union of the benefit of the bargain it struck with the City for 1987-88. The Union contends that it agreed to certain economic concessions during bargaining so that it could argue to an interest arbitrator that the City had savings which could be used to pay for retiree health insurance premiums.

Lastly, the Union contends that the parties' bargaining conduct and ultimate 1987-88 contract do not contemplate that retiree health insurance can be tied into any other issue which the parties resolved. Thus, the Union argues that the City's use of longevity to fund a retiree health insurance proposal is inappropriate. The Union also notes that the actual loss of longevity pay does not occur under the City's proposals until 1989.

In summary, the Union asks that the Commission allow it to proceed to interest arbitration as expeditiously as possible.

DISCUSSION:

When determining whether a case is moot, we apply the standards set forth by the Wisconsin Supreme Court in WERB v. Allis Chalmers Workers Union Local 248, UAWA-CIO, 252 Wis. 436 (1948), 1/ which define a moot case as:

> ". . . . one which seeks to determine an abstract question which does not rest upon existing fact or rights or which seeks a judgment in a pretended controversy when in reality there is none or one which seeks a decision in advance about a right before it has actually been asserted or contested, or a judgment upon some matter which when rendered for any cause cannot have any practical legal effect upon the existing controversy."

Applying the foregoing standard to the Union's interest arbitration petition, it is clear to us that an interest arbitration award resolving the issue of retiree health insurance as part of the parties' 1987-88 contract will have a "practical legal effect" upon an "existing controversy". We would note that the existing retiree health insurance language set forth in Finding of Fact 3 establishes the status quo as to that benefit which the City must maintain during the existing contract hiatus. Where, as here, a party is seeking to change the existing Article 7.03 language, an interest arbitration award on this issue may establish a new status quo which will define the rights of employes who may elect to retire during the remainder of any contract hiatus. Furthermore, even though the 1987-88 contract term has expired, the interest arbitration award will establish the point from which the ongoing 1989-90 bargain will commence as to the issue of retiree health insurance benefits. Clearly, whatever benefit level is existent after receipt of the arbitrator's

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1/ See also Racine Schools, Dec. No. 11315-D (WERC, 4/74).

award has a practical impact on the likelihood or lack thereof of the Union's seeking and/or acquiring benefits in excess of those they presently seek either at the bargaining table or through the interest arbitration process. Given the foregoing, we do not find the interest arbitration petition to be moot and thus deny the City's Motion to Dismiss.

We would initially note that, as a general matter, upon receipt of a declaratory ruling regarding a party's final offer, both parties are free to modify their final offers as to all remaining unresolved issues. That right is not implicated by the parties' dispute herein. Instead, we are confronted with the question of whether the City's offer on the only remaining unresolved issue, retiree health insurance, is an appropriate one under the parties' agreement to submit that issue to arbitration.

As to the issue of the propriety of the City's retiree health insurance proposals, we conclude that, absent the Union's concurrence, the content of the 1987-88 bargain struck by the parties precludes the City from presenting a retiree health insurance proposal to an interest arbitrator which is linked to the alteration of any other portion of the 1987-88 contract, including longevity payments. The parties' contract language and bargaining history 2/ establishes that the parties struck a deal as to all matters except retiree health insurance. As indicated earlier herein, the deal binds the parties as to mandatory subjects of bargaining not only for the stated term of the 1987-88 contract but also during the existing contract hiatus. The City's retiree insurance proposals seek to take away longevity benefits established by the 1987-88 contract and in force during the existing contract hiatus. We see no indication in the parties' contract or bargaining history of an intent to allow changes in longevity benefit levels or other mandatorily bargainable contract provisions to be sought as part of a retiree health insurance interest arbitration proceeding. On the contrary, Article 26 of the 1987-88 contract specifies that the parties' deal can only be amended or altered through a subsequent written agreement between the parties. No such written agreement exists.

Thus, given the foregoing, the City's proposals cannot be found to be appropriate for submission to interest arbitration. Therefore, we have directed the City to submit to the Union and our staff investigator an offer appropri-ately limited to the retiree health insurance issue so that the investigation of the Union's arbitration petition may be continued.

Dated at Madison, Wisconsin this 4th day of August, 1989.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By _____
A. Henry Hempe, Chairman

_____
Herman Torosian, Commissioner

_____
William K. Strycker, Commissioner

2/ We have noted in Finding of Fact 3 that the parties' correspondence and Stipulation of Agreed Items reflect that retiree health insurance was the only unresolved issue and that all other proposals had been withdrawn.