

BEFORE THE ARBITRATOR

In the Matter of the Arbitration  
of a Dispute Between

CITY OF KENOSHA

and

LOCAL 414, KENOSHA FIRE FIGHTERS  
INTERNATIONAL ASSOCIATION OF FIRE  
FIGHTERS

Case 150  
No. 43588  
MA-6009

Appearances:

Lawton & Cates, S.C., by Mr. Richard V. Graylow, 214 West Mifflin Street, Madison, Wisconsin 53703-2594, or the Union.

Davis & Kuelthau S.C., by Mr. Roger E. Walsh, 111 East Kilbourn, Suite 1400, Milwaukee, Wisconsin 53202-3101, for the City.

SUPPLEMENTAL ARBITRATION AWARD

On December 21, 1990, I issued an Award concluding that the City of Kenosha had violated its collective bargaining agreement with Local 414 by utilizing Engine and Ladder companies as part of a First Responder/Rapid Zap Program prior to 4:30 p.m. on December 31, 1990.

I retained jurisdiction for the purpose of determining what remedy, if any, was appropriate.

Hearing as to remedy was conducted May 14, 1991, in Kenosha, Wisconsin. No transcript of the hearing was made. The parties thereafter filed written argument, the last of which was received July 2, 1991.

The City has been unilaterally compensating affected employees an additional \$15 per month for First Responder/Rapid Zap responsibilities. The question before me is one of determining whether any additional compensation above the \$15 is appropriate to remedy the contractual violation.

I am satisfied that the level of compensation for the responsibilities in question is best established through the collective bargaining process. The parties are presently engaged in that process for the purpose of determining appropriate compensation levels for First Responder/Rapid Zap responsibilities. Given the foregoing, to remedy the contractual violation for the period of May 1990 through December, 31, 1990, the City shall compensate affected employees at whatever wage rate the collective bargaining process produces.

Dated at Madison, Wisconsin, this 28th day of August, 1991.

Peter G. Davis /s/  
Peter G. Davis, Arbitrator