

July 14, 1993

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Mr. Dennis Nivarel
President
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34 South Wilson Avenue
Rice Lake, WI 54868

Re: City of Rice Lake (Fire Dept.)
Case 48 No. 48854 MA-7738

Gentlemen:

This letter is to confirm the "bench" decision rendered by the undersigned in the above-entitled matter on July 8, 1993 in the Rice Lake City Hall, Rice Lake, Wisconsin.

On April 30, 1993, the Wisconsin Employment Relations Commission designated Dennis P. McGilligan as the impartial arbitrator to resolve the above dispute.

Hearing in the matter was held on July 8, 1993 as noted above. At the hearing the parties requested, and the undersigned agreed to provide, a "bench" award, which is herein confirmed. The parties agreed to waive written analysis and rationale for the Arbitrator's "bench" decision. The parties also agreed to bifurcate the hearing, and take the procedural issues prior to the substantive issues.

The parties stipulated to the following procedural issue:

Was the grievance processed according to
the contractual grievance procedure?

Based on the record evidence and the parties' arguments, the

undersigned issued a "bench" decision and found that the answer to the issue as framed by the parties was NO, the Union did not process the grievance according to the

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contractual grievance procedure, specifically Article XXII of the parties' collective bargaining agreement. Having ruled in favor of the City on its procedural objection, the Arbitrator ruled that he had no jurisdiction to hear the substantive dispute. The undersigned therefore denied the grievance and dismissed the matter.

By terms of this letter I am confirming same and closing the file on the above case.

Very truly yours,

Dennis P. McGilligan
Arbitrator

DPM/pb
B0714.05