

September 20, 1994

Mr. Mike Sipin  
Head Union Steward  
Local 257, IAFF  
P.O. Box 214  
Appleton, WI 54912

Mr. David Bill  
Director of Personnel  
City of Appleton  
200 North Appleton Street  
Appleton, WI 54911-4799

Re: City of Appleton (Fire Dept.)  
Case 361 No. 51181 MA-8523

Gentlepersons:

This letter is to confirm the "bench" decision rendered by the undersigned in the above-entitled matter on September 14, 1994 in the Appleton City Hall, Appleton, Wisconsin.

Pursuant to a request by International Association of Fire Fighters, Local 257, herein the Union, and the subsequent concurrence by City of Appleton, herein the City, the undersigned was appointed Arbitrator by the Wisconsin Employment Relations Commission pursuant to the procedure contained in the grievance-arbitration provisions of the parties' collective bargaining agreement, to hear and decide a dispute as specified below.

Hearing in the matter was held on September 14, 1994 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 were unable to stipulate to the issue. The Union framed the issue as follows: Was the City's failure to post the two vacant Assistant Mechanic positions in violation of Article 16 of the collective bargaining agreement? The City, on the other hand, framed the issue in the following manner: Whether the Fire Chief's appointment of two individuals to fill the duties of Assistant Mechanic constituted a promotion under Article 18 of the collective bargaining agreement?

The grievance form provides regarding the alleged contractual violation that the "Chief promoted two department members to fill two vacant Assistant Mechanic positions. The promotional procedure as outlined in the Bargaining Agreement was not followed." For a remedy, the Union requests in the grievance: "Void current promotions and follow procedure as outlined in Article 16A1 and 18 in the Bargaining Agreement."

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Based on the record evidence and the parties' arguments, the undersigned issued a "bench" decision and sustained the grievance and ordered the City to void the current promotions and follow the procedure outlined in Article 16 and 18 of the collective bargaining agreement in filling the two vacant Assistant Mechanic positions. The Union further requested at hearing that there be make whole remedies back to May, 1994. This request was denied.

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

Very truly yours,

Dennis P. McGilligan

DPM/pb  
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c: Mr. Greg Carman, City Attorney, City of Appleton