

undersigned as arbitrator and so notified all interested parties on January 22, 1974. Then on February 8, 1974, WERC issued an amended order requiring the parties to file their final offers as they had existed on October 24, 1973, the date of the filing of the petition for final and binding arbitration. On February 13 the Union submitted its final offer as of October 24, 1973. This is included here as Exhibit C. On February 20, 1974 the City filed a complaint alleging that the Union had in its February 13 letter actually filed what had been its final offer as of July 10, 1973. Then on March 7, 1973, WERC issued an order for a hearing on the complaint. Subsequently the hearing was deferred and another attempt at mediation made by WERC staff. The mediation session held in Superior on April 10, 1973 was unsuccessful in resolving the dispute and the hearing on the City's complaint was then set for April 16, 1973 and ultimately held on that date.

After appointment of the arbitrator in late January two attempts to set a date for the arbitration hearing in either February or March were made before the WERC issued its March 7 hearing order. In the last paragraph of that order occurs the following statement:

Under the circumstances which exist herein, we do not conclude that the complaint proceeding bars the parties from proceeding to arbitration, and, therefore, the Commission expects the parties to cooperate with the arbitrator in order to expedite the conduct of the arbitration hearing.

Thereupon the arbitrator notified the parties by letters dated March 9, April 16, and April 27 of dates when he could hold a hearing in Superior during April or May. The hearing date was not agreed upon, however, until the WERC order in the City's complaint case was issued on May 9. That order found that the Union's July 10, 1973 offer was still its effective offer as of the time the petition was filed on October 24, 1973. The complaint was dismissed. The hearing in this arbitration case was thereupon held in the Council Chamber of the City-County Complex in Superior on May 15, 1974. Appearances were as follows:

For the Union: Mr. Edward Durkin, Vice President, International Association of Fire Fighters, AFL-CIO, 5606 Old Middleton Road, Madison, Wisconsin 53705.

For the City: Mr. Charles Ackerman, City Negotiator, 515 West 5th Street North, Ladysmith, Wisconsin 54848.

The parties had an opportunity to present evidence in written form and to examine and cross examine witnesses. No transcript was made. The hearing commenced at 9:30 a.m. and was adjourned at approximately 1:00 p.m. It was agreed by all concerned that briefs would be filed by June 10 and that there would be no reply briefs. The briefs were timely filed. The award, however, is somewhat delayed because of the arbitrator's absence from the United States from May 16, 1974 to June 30, 1974.

Both parties brought in amended final offers on the day of the hearing. These are presented as Exhibit D (Union's final offer) and Exhibit E (City's final offer). One change, however, was agreed to by the parties during the hearing. This was to eliminate the subject of union security from the area of disagreement. The Union stated that it accepted the wording of the final offer of the City on "fair share agreement," on dues deduction, and the hold harmless clause applicable to those union security provisions. The intention to remove this issue from the proceeding was repeated in both briefs. Thus, Paragraph 3 on the second page of the Union's final offer and

the entire last twenty lines of the City's final offer, beginning with the words "In addition to the above, etc." are removed from this proceeding because the Union has agreed to accept as its own final offer the wording in the last twenty lines of the City's offer just referred to.

FINDINGS OF FACT

The Union's proposal consists of three parts: (1) a \$15 per month across-the-board increase for all employees in the unit retroactive to January 1, 1974; (2) a cost-of-living clause based on the Minneapolis-St. Paul area Consumer Price Index published by the Bureau of Labor Statistics of the U.S. Department of Labor, which would operate semiannually, i.e., on January 1 and July 1, 1974, with a formula involving a one year lag in application of a base index figure at a rate of increase (or decrease, but not below the rate effective at the time of the last previous raise) of \$35 per year for each .4% increase in the index; and (3) a change in the Duration of Agreement clause that appears to provide for automatic renewal at the end of 1974 if notice of a desire to negotiate a successor agreement has not been given by one party to the other by June 30, 1974.

The \$15 per month general increase proposal is referred to by the Union as a productivity increase. It would equal approximately 2.1 per cent of the base salaries of pipemen or drivers. The Union supports its cost-of-living clause proposal as an equitable method of dealing with the problems of delays in settlements occasioned by its frequent disputes with the City over the renewal of annual agreements. The Union also supports the proposal with the argument that because of the increasing rate of increase in prices, an automatic clause is necessary to prevent real income from lagging for the employees it represents.

The Union also presented wage comparisons for fire fighter classifications in other cities of comparable size in Wisconsin showing that Superior rates are below those of any other of the cities with which it was compared and that even with the increases that the Union has proposed in its final offer, Superior fire department personnel salary rates would still be lower than the rates in these other cities. Comparisons unfavorable to Superior were also made with the rates in the Duluth Fire Department, the closest city to Superior, although a municipality with a population more than three times the size of Superior.

The Union also introduced many comparisons of rates of other employees in the community, including police rates, in an effort to show that the fire fighters' salaries were low in comparison. It appeared to the arbitrator that the basic salaries of patrolmen on the police force in Superior are approximately \$325 per year higher than the fire fighter salaries would be if they were to receive the \$44 per month increase that the other unit employees have received. The Union asserted that postal employees, telephone workers, and some power plant employees in the area, as well as employees of several other manufacturing, shipping and storage concerns in the City of Superior have cost-of-living clauses in their labor agreements. Other cities in Wisconsin where fire fighters have cost-of-living clauses were said to be Racine, Greenfield, Sheboygan, and Janesville.

The Union did not present testimony or argument to support its proposed change in the Duration of Agreement clause. It appears to the arbitrator, however, that the intention of the proposed change would be to require continuation of whatever agreement emerges from this proceeding for another year if neither party notifies the other that it wants to reopen prior to June 30, 1974.

To support its contention that the City has the ability to meet the increased costs implicit in the Union's proposal, material was introduced at the hearing to show that City of Superior property tax assessments were cut by \$3.87 per \$1.000 of assessed valuation in 1974. This had followed a tax rate cut in 1973 of \$4.79 per \$1,000 of assessed valuation.

The City bases its proposal for a 40 hour week and a \$44 monthly increase in all salaries retroactive to January 1, 1974 on comparisons with conditions and salary increases in 1974 for all other organized units with which the City bargains. The City describes the adoption of a 40 hour week for fire fighters as the culmination of a gradual reduction over the years from a 63 hour work week for fire fighters. It would have the advantage of avoiding coverage of such employees by an anticipated amendment to the Fair Labor Standards Act, which would require premium overtime payments for time worked beyond 40 hours per week. It would also allow the City to save on the construction of new fire stations that are now in the planning stage. It would make the work week uniform for all City employees.

The City would guarantee that the adoption of the 40 hour week would not adversely affect "the status of the current agreement," that it could be accomplished within 30 days of the award in this arbitration case, and that an arrangement could be worked out with the Union to provide a choice for employees once each four months as to the shift each employee might desire to work.

At the hearing the City introduced data to show the relative increases in wages, pension and insurance contributions by the City for several past years. These data show that in salaries alone since 1972 and if general \$44 per month increases are assumed for all units for 1974, the fire fighters have had monthly increases totaling \$7.84 more than the policemen, \$.93 more than the public works employees, and \$9.53 more than the employees in the clerical unit. The same exhibit shows that if retirement and insurance contributions by the City are included in compensation increases and the last four years are covered (and \$44 is assumed as this year's fire fighter increase), then police increases have exceeded fire fighter increases by \$23;77 per month. During that period fire fighter increases have exceeded public works and clerical unit employees by \$43.69 and \$56.95 respectively. (Employees of the latter two units have not received the increased contributions for pension and hospitalization insurance made to the fire fighters [\$77.42 per month] and the police [\$75.55 per month] during the period from 1971 to 1974.)

At the hearing the City introduced expert testimony from the City Finance Director to indicate that the mill rate cut referred to by the Union in its testimony was for all units of government, that the cuts were actually in the school and county portions and that the City's levy was increased by 2.52 mills. The City Finance Director testified further that the amount of levy increase allowed by state law for 1974 was \$114,509 and that the City tax levies had stayed within that limit.

Opinion

The Union's proposal departs from the usual formula for cost-of-living allowances in that it requires calculation of percentage increases in the index rather than relating increases directly to changes in the index. To illustrate the difference, it can be compared to the United Automobile Workers- General Motors Agreement, which provides for a one cent per hour adjustment for each 0.3 change in the Consumer Price Index. The Union's proposal, however, in this case would relate fixed changes in salaries to percentage changes in an index. Between January, 1973 and January, 1974 the Consumer Price Index for the entire United States, as measured by the Bureau of Labor Statistics of the Department of Labor, rose from 127.7 to 139.7. Although this was a 12 point change in the index, in percentage terms it was only 9.3. The Minneapolis-St. Paul index, which the Union would use, increased from 127.8 in January, 1973 to 140.3 in January, 1974, an increase of 12.5 points and 9.7 per cent.

If put into effect, the Union's escalator proposal would work as follows for the year 1974:

	<u>Annual</u>	<u>Monthly</u>
Pipeman salary on January 1, 1974	\$8401.56	\$700.13
Add \$15 per month across-the-board increase	8581.56	715.13
Cost-of-living allowance effective January 1, based upon change in Minneapolis-St. Paul index from 127.8 for January, 1973 to 133.1 for July, 1973, 5.3 points equaling 4.14%, or 10 units of 0.4% @ \$35 per year	8931.56	744.30
Thus the pipeman's salary for the six months effective January 1, 1974 would be \$744.30 per month. This is equal to a 6.3 per cent increase in salary for that period.		
Pipeman salary on July 1, 1974	8931.56	744.30
Cost-of-living allowance effective July 1 based upon change in Minneapolis-St. Paul index from 133.1 for July, 1973 to 140.3 for January, 1974, 7.2 points equaling 5.4% or 13 units of 0.4% @ \$35 per year*	9386.50	782.21

The pipeman's salary for the six months effective July 1, 1974 would be \$782.21 per month. His total pay for the first six months would be \$4465.80 (\$744.30 x 6) and for the second six months it would be \$4693.26 (\$782.21 x 6). Total pay for the 1974 year would be \$9159.06, an increase of 9.0 per cent. The increase in the rate, however, from \$8401.56 to \$9386.50 equals 11.7 per cent. Percentage increases for higher ranks would be somewhat less since the Union is proposing flat dollar amounts for all ranks.

The increase per man for 1974 would be \$757.50. For the fire fighting force of 67 men this totals to \$50,752. To this should be added approximately \$6,500 in increased City share of retirement contributions, making an estimated total/payroll for the unit of increase in

* It should be noted that if the allowance were recalculated for the second six months from the January base, the less-than-0.4% unit left over from the calculation for the first six months, when added to the less-than-0.4% unit left over from the second six months, would total to one extra unit, making 24 units @ \$35 rather than 23. But the Union's proposal appears to the arbitrator not to contemplate a carry-over of partial units from one six month period to the next.

approximately \$57,000 for 1974. This compares with an estimate of approximately \$40,000 for the City's salary offer - \$528 per year increase x 67 men equals \$35,376 plus approximately \$4500 for increased City retirement contribution.

Although these calculations show that the cost of the Union's proposal is not unreasonably large and is within the City's ability to pay, I have several reservations about adopting it. First, the Union has not shown that there is any fixed cause and effect relationship between the measurement of changes in the price level in the Twin Cities and changes in the cost of living in Superior, a community 150 miles away, in a different state, and with quite a different size-population, type of industrial base, ethnic composition, etc. Since there are no published consumer price index figures for the City of Superior, it would be more reasonable for the Union to have proposed to use the All Items Consumer Price Index for the United States as a whole. One suspects that the Minneapolis-St. Paul index was used because it yielded a slightly higher percentage increase. The difference is not great, however, and should prices go down in the future, they may well be measured as decreasing faster in the Twin Cities than in the U.S. as a whole. It is possible also that in future periods the Twin Cities index will increase more slowly than the index for the United States. In my opinion the Union should not have used the Twin City index, but I do not consider this to be a major fault of the proposal. The fact that wage changes would be based upon changes in the index one year earlier has the advantage that the level of basic salaries would be known at budget-making time.

My second reservation goes to the considerations of equity among City employee bargaining units. The adoption of a cost-of-living escalator clause for the fire fighter unit would mean larger increases for that unit than those granted as a result of bargaining between other unions and the City. But while this is an important consideration, the data introduced at the hearing by the City indicate that there has not been uniformity of settlements in the past and that when retirement and hospitalization insurance contributions are included with salary increases, the policemen actually received more than fire fighters in the three years preceding 1974.

My third reservation goes to the issue of awarding a salary escalation clause in an arbitration case. There are three considerations related to this. First, although basing the formula on movements of an index one calendar year in the past provides for advance knowledge of wage costs in connection with budget-making, another problem can be foreseen. If the formula were continued during the 1975 year and the cost of living stabilized, then wages would continue to rise according to the formula, based upon large increases in the index that have already occurred in 1974. Second, one must balance the consideration that escalation clauses reinforce inflationary tendencies with the knowledge that public employees who do not have escalation clauses are faced with the same rising prices in the market for the goods they buy as are employees in the private sector whose escalation clauses have provided them protection. Third, arbitrators like to follow precedent and there is not as much arbitration precedent for escalation clauses in the public sector as an arbitrator would like, although there are four communities in the state (Racine, Greenfield, Sheboygan, and Janesville) where escalation clauses have been included in fire fighter labor agreements.

One consideration for the arbitrator in any case such as this is that choice of the Union's proposal has the tendency of disturbing the previous pattern of settlements with other units for this year and providing an incentive in the future for unions not to settle prior to arbitration. But in this case it is not clear that the Union's offer is more favorable to the employees than the City's, and in fact, there is a great likelihood that adoption of the City's offer would be disadvantageous to taxpayers in the City of Superior and would be likely to produce another labor dispute over negotiation of the details involved in the implementation of the 40 hour week.

The requirements of Chapter 111.77 present a dilemma to an arbitrator in a case such as this where he would prefer not to choose the final proposal of either party to the dispute because of the inclusion of what may be viewed as remediable defects. But since the procedure does not allow any modifications of the final offers in making an award, the process may come down to choosing the least worst proposal. In this case I am apprehensive about all the imponderables and unknown and unpredictable effects involved in adopting a 40 hour week that has not resulted from negotiations between the parties. I am skeptical that the City's 40 hour week proposal could be adopted without an increase in labor costs greater than the increase in salaries proposed by the Union. And while the future effects of an escalator clause are unknown, the costs of its current implementation for the year 1974 are known. Therefore, I reluctantly opt for the latter proposal.

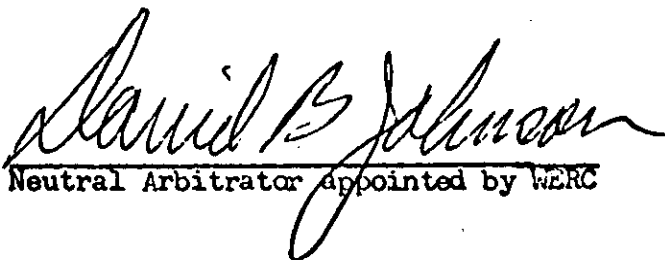
One other matter remains to be discussed. A part of the Union's final proposal would change the agreement's duration clause so as to provide for automatic renewal if timely notice were not given by one of the parties prior to June 30, 1974. Obviously this date has already passed. If neither party has exercised that option in timely fashion, there may be a question about whether in view of the date of this award the agreement could still be reopened for negotiation of 1975 employment conditions. That is, there is a question whether the Union's proposal can be made effective when it includes a requirement for action on a date preceding the award. I do not make any interpretation on this matter, and should it be an issue, I suggest that it be referred to an appropriate tribunal for determination.

AWARD

The final offer of the Union, as described in its letter to the arbitrator of 14 May 1974, as interpreted in this opinion and as amended verbally at the hearing as described above in this opinion, is adopted.

Dated: July 22, 1974

Signed:


Neutral Arbitrator appointed by WERC

The City's offer of a 40 hour week has a basic attractiveness. It was actually one of the proposals made by the Union at an earlier stage in the negotiations and it is a condition of employment that has been achieved by most employees in the United States other than fire fighters. Although it has been adopted for some fire fighter units in other parts of the country, there are said to be no other 40 hour week provisions for fire fighter bargaining units in Wisconsin.

While it has great attractiveness in principle, there are several questions about how the 40 hour week would be applied as a result of the City's offer. First, as the Union points out in its brief, there is no definition of shifts other than that there would be 5 consecutive 8 hour work days with 2 days off each week. This change would involve resolving such issues as determining shift hours, duties to be performed on different shifts, manner of rotation of days off, and specific applications of other modified conditions of employment. Although the City states in its brief that employees would have choice of shifts each four months just as the policemen now have, that offer lacks specificity. What if the Union in this case desired a different option? Would choice of shifts be a bargainable issue that needed to be resolved after issuance of this award?

The City's offer lists three categories of assignments under the 40 hour work week: regular assigned positions, regular relief assigned positions, and vacation relief assignments. It is not clear whether this is intended to preclude negotiation of any of these points after adoption of the 40 hour week. If it would preclude negotiation of these details, it might be troublesome. Would other issues adumbrated here and in the City's final offer and its brief be unilaterally decided or would there be further negotiations on the 1974 labor agreement following issuance of this award?

Another provision that would need further interpretation under a 40 hour week is the sick leave clause. The old agreement provides 12 days of sick leave per year. Under a 24 hour-on and 24 hour-off 56 hour week schedule, this provides for paid leave over a continuous period of 36 calendar days. Under the 40 hour week, 12 days of sick leave under the same provision would cover a continuous period of, at most, 16 calendar days.

And finally and most important, there is the problem of manning. A simple arithmetic calculation of the number of duty hours of the current fire fighting force of 67 men on a 56 hour week yields a total of 3752 hours per week. For a 40 hour week with the same size force the total straight time duty hours are 2680. In order to have the same number of man-hours of fire fighting force coverage that the City now has, it would be necessary to work 1072 hours per week of overtime or to add 26.8 additional men. The overtime premium, which the City would not change according to the terms of its offer, for employees in the unit is time and one-half. At the salary rates offered by the City, overtime of this magnitude would cost more than \$7,000 per week. The City has pointed out that savings would be effected in the design of new fire stations, since sleeping quarters, recreation rooms, and kitchens would not be necessary. And there would probably be productivity savings if a 40 hour week were adopted. In its brief the City states that the "efficiency of Firefighters working 8 hours per day is many-fold over and above the efficiency obtained by being on duty in excess thereof." It is highly unlikely, however, that these efficiencies could be captured within 30 days of the award, which is the timetable implied in the City's brief. For the immediate future, it is reasonable to conclude that if the City is to maintain the present level of fire protection, that there would need to be immediate supplementation of the force or that substantial overtime payments would be required.

EXHIBIT A

JAN 4 1974

515 W. 5th St. N.
Ladysmith, Wisconsin
December 26, 1973

Ment

Wisconsin Employment Relations Commission
30 W. Mifflin Street
Madison, Wisconsin 53703

Gentlemen:

In reference to Case XXIV, No. 17285 MIA-59, Decision No. 12354, the position of the City of Superior as of December 5, 1973, was as follows:

1. An eighteen month contract starting January 1, 1974, and ending June 30, 1975
2. \$15.00 per month salary increase starting January 1, 1974;
\$15.00 per month salary increase starting July 1, 1974;
\$15.00 per month salary increase starting January 1, 1975
3. The above proposals to be subject to a referendum by the voters of the City of Superior

It is not the intention of the City of Superior that the three items above mentioned will in any way limit the City's right to add to, subtract, or amend any other items during the process of negotiation or fact-finding.

Sincerely,

Charles Ackerman
Charles Ackerman
Labor Consultant

CA/ama

cc: Mayor Charles C. Deneweth

Mr. Leonard Rouse

62
JAN 4 1974
WISCONSIN EMPLOYMENT RELATIONS COMMISSION

29 December, 1973

Mr. Morris Slavney, Chairman
Wisconsin Employment Relations Commission
30 West Mifflin Street Room #906
Madison, Wisconsin 53703

Dear Mr. Slavney:

As ordered by the Commission on December 19, 1973 local #74, International Association of Firefighters is submitting our final position in regard to our negotiations for 1974 and impasse investigation on December 5, 1973.

Our requests are as follows based on a retroactive date of January 1, 1974:

1. Forty [40] hour work week.
2. Pay raise 20% wage increase per rank.
3. Improved hospitalization coverage - to be increased to cover a semi-private room.

	<u>A Day</u> -----	<u>Room</u>	<u>Single</u>	<u>Married</u>
Present plan		\$40.00	\$14.25	\$40.14
Proposed plan		\$50.00	\$16.59	\$46.10
4. Longevity plan - 3% after 5 years, 6% after 10 years, 9% after 15 years, 12% after 20 years. [Based on anniversary date, percentage computed on base pay].
5. Bonus for unused sick leave -
 - a. At retirement 1/2 unused sick leave for continued hospital insurance plan.
 - b. 1/2 unused sick leave in pay for Christmas bonus.
 - c. All unused sick leave in cash in case of death payable to beneficiary.
6. One hour off duty between regular shift and paid relief.
7. Time off for Union work schools and seminars - The City shall allow 56 hours leave with pay each year to any member designated by the Union to attend Union schools, seminars or functions. This leave time not to be cumulative.
8. Station Maintenance - It is the intent of Local #74 Firefighters Union to maintain a harmonious relationship with the trade unions in respecting work which directly belongs to the various professions to do otherwise would be a direct violation of union brotherhood, as well as a direct deviation from our alertness to respond to fires.

General housekeeping and cleaning - As in the past years to date, general cleaning, dusting, mopping, cleaning windows, polishing and wall washing are non objectionable as all the forementioned are necessary to maintain liveable quarters and although we are not custodians are willing to accept the duties as part of our care of quarters.

EXHIBIT B
Page 2

8. Station maintenance cont'd. -

Care of grounds. Grass cutting and yard work, snow removal be limited to fire department property only.

Painting. Limited maintenance of one [1] room per year per station agreeable. No outside painting and building maintenance.

* NOTE - It is the goal of firefighters to be fully productive in fire related work such as actual fire suppression. Maintenance of fire apparatus and equipment, continuous training, pre-planning inspections, fire prevention inspection, public relations and education, to apply ourselves to non-fire business is in effect, short changing the public with less than total effectiveness as firefighters. This clause is therefore designed to maintain harmony with the trades as well as absolute devotion to public responsibility of constant readiness.

9. Clothing Allowance -

a. City to pay initial cost of complete uniform for each new man.

b. \$150.00 clothing allowance each year to maintain uniform.

10. Pay differential for week-end work - Shift differential for week-end, [Saturday and Sunday] on duty \$.50 per hour.

11. Improved vacation benefits -

a. After one [1] anniversary year: two [2] weeks; after nine [9] years: three [3] weeks; after fifteen [15] years: four [4] weeks; after twenty [20] years: five [5] weeks.

b. Year around vacation privilege.

12. Cost of living increase -

Section 1. Effective with the first pay period following January 1, 1974 and semi annually thereafter during the term of this agreement, a cost of living adjustment, if applicable shall be paid.

Section 2. Such adjustment shall be based on percentage changes, if any, in the Consumer Price Index, New Series, for the Minneapolis-St. Paul area of the Bureau of Labor Statistics, U. S. Department of Labor [1967] table #3, [hereinafter referred to as the C.P.I.].

Section 3. If, as of July 1973, the C.P.I. shall have risen to a level which is a full .4 for 1% or more higher than the level of January 1973, with the beginning of the first pay period after January 1, 1974, all employees shall receive a cost of living allowance of thirty-five dollars [\$35.00] per year for each full .4 of 1% by which the C.P.I. exceeds the level of January 1973. The cost of living allowance, therefore, shall be paid monthly during the first six [6] months of the calendar year 1974, for the increase in the C.P.I. between January 1973

12. Cost of living cont'd.

Section 3. and July 1973. The cost of living difference shall be again computed between July 1973 and January 1974 and the cost of living allowance, figured on the same basis, that is, thirty-five dollars [\$35.00] per year for each full .4 of 1% shall be paid monthly beginning with the first pay period after June 1, 1974 through December 31, 1974.

Section 4. If after an allowance has been in effect pursuant to Section 3, the C. P. I. shall show a decrease, thirty-five dollars [\$35.00] shall be deducted from the allowance for each full .4 of 1% decrease in the C.P.I. below the level which the C.P.I. was required to reach in order to earn the last previous raise of allowance.

Section 5. The cost of living allowance payable at any time shall be in addition to, and irrespective of, the computed base salary rate otherwise payable under the terms of this agreement, but shall be added following such salary increase provided in this Agreement. No reductions shall be made in such salary rate.

Section 6. This cost of living allowance will be computed and paid, in the manner pursuant to Section 3, beyond December 31, 1974, if this contract has not been replaced by a new negotiated contract. That is on the first pay period following January 1 and June 1. The cost of living allowance will be computed and paid upon the same monthly basis as in this contract.

13. Promotions -

- a. Driver All driver promotions will be by seniority.
- b. Vacancies for newly created positions A notice shall be posted at all stations within thirty [30] days after the new position has been approved, and remain posted for a period of not less than two [2] weeks. The notice shall clearly state the application requirements, and outline of the job requirements, pay classifications applicable to the position, and/or any other information that would be applicable.

*NOTE The above requirements shall also apply to vacancies in existing positions.

- c. Job posting Application forms shall be made available to all Firestations for newly created or existing positions. The Union will be furnished a copy of such notice. The employee selected, the Union and all other applicants will be advised of the selection to fill such vacancy by mail postmarked not later than forty-eight [48] hours after the selection is made.

14. Dues and Fair Share Agreement - The Union, as the exclusive representative of all employees in the bargaining unit, will represent all such employees fairly and equally. All employees in the unit shall, as a condition of employment, be required to pay, as provided in this article, their proportionate share of the costs of representation by the Union. No employee shall be required to join the Union, but membership shall be made available to all employees who apply consistent with the Union constitution and by-laws. No employee shall be denied Union membership because of race, creed, color or sex.

EXHIBIT B

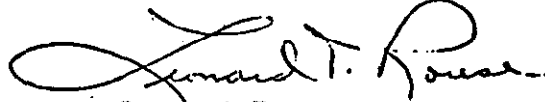
Page 4

14. Dues and Fair Share Agreement cont'd.

The employer agrees that it will deduct from the earnings of all employees in the collective bargaining unit the amount set forth by the Union, such amount being the monthly dues uniformly required of all members, and pay said amount to the Treasurer of the Union on or before the end of the month following the month in which such deduction was made.

The City shall be held harmless in the event a dispute arises between the Union and an employee regarding the interpretation and/or application of this provision.

Respectfully submitted,



Leonard T. Rouse
President, Local #74
Superior Firefighters

CC: Mr. Ed Durkin
Mr. Charles Ackerman
Miss Cecil Helsel, City Clerk

RECEIVED

FEB 14 1974

13 February, 1974

Mr. Morris Slavney
Wisconsin Employment Relations Commission
30 West Mifflin Street Room #906
Madison, Wisconsin 53703

Re: City of Superior WISCONSIN EMPLOYMENT
Case XXIV No. 17285 KIA-59
Decision No. 12354-B

Dear Mr. Slavney:

As ordered by the commission on February 8, 1974 Local #74 Superior Firefighters, I.A.F.F., is submitting our final position as of October 24, 1973 on issues remaining in said negotiations with the City of Superior, for year 1974

Our requests are as follows based on a retroactive date of January 1, 1974:

1. Forty [40] hour work week.
2. Pay raise 20% wage increase per rank.
3. Improved hospitalization coverage - to be increased to cover a semi-private room

	<u>A Day</u>	<u>Room</u>	<u>Single</u>	<u>Married</u>
Present Plan		\$40.00	\$14.25	\$40.14
Proposed Plan		\$50.00	\$16.59	\$46.10
4. Longevity plan - 3% after 5 years, 6% after 10 years, 9% after 15 years, 12% after 20 years. [Based on anniversary date, percentage computed on base pay].
5. Bonus for unused sick leave -
 - a. At retirement 1/2 unused sick leave for continued hospital insurance plan.
 - b. 1/2 unused sick leave in pay for Christmas bonus.
 - c. All unused sick leave in cash in case of death payable to beneficiary.
6. One hour off duty between regular shift and paid relief.
7. Time off for Union work schools and seminars - The City shall allow 56 hours leave with pay each year to any member designated by the Union to attend Union schools, seminars or functions. This leave time not to be cumulative.
8. Station Maintenance - It is the intent of Local #74 Firefighters Union to maintain a harmonious relationship with the trade unions in respecting work which directly belongs to the various professions to do otherwise would be a direct violation of union brotherhood, as well as a direct deviation from our alertness to respond to fires.

General housekeeping and cleaning - As in the past years to date, general cleaning, dusting, mopping, cleaning windows, polishing and wall washing are non objectionable as all the forementioned are necessary to maintain liveable quarters and although we are not custodians are willing to accept the duties as part of our care of quarters.

[1]

[cont'd]

8. Station maintenance cont'd. -

Care of grounds. Grass cutting and yard work, snow removal be limited to fire department property only.

Painting. Limited maintenance of one [1] room per year per station agreeable. No outside painting and building maintenance.

* NOTE - It is the goal of firefighters to be fully productive in fire related work such as actual fire suppression. Maintenance of fire apparatus and equipment, continuous training, pre-planning inspections, fire prevention inspection, public relations and education, to apply ourselves to non-fire business is in effect, short changing the public with less than total effectiveness as firefighters. This clause is therefore designed to maintain harmony with the trades as well as absolute devotion to public responsibility of constant readiness.

9. Clothing Allowance -

a. City to pay initial cost of complete uniform for each new man.

b. \$150.00 clothing allowance each year to maintain uniform.

10. Pay differential for week-end work - Shift differential for week-end, [Saturday and Sunday] on duty \$.50 per hour.

11. Improved vacation benefits -

a. After one [1] anniversary year: two [2] weeks; after nine [9] years: three [3] weeks; after fifteen [15] years: four [4] weeks; after twenty [20] years: five [5] weeks.

b. Year around vacation privilege.

12. Cost of living increase -

Section 1. Effective with the first pay period following January 1, 1974 and semi annually thereafter during the term of this agreement, a cost of living adjustment, if applicable shall be paid.

Section 2. Such adjustment shall be based on percentage changes, if any, in the Consumer Price Index, New Series, for the Minneapolis-St. Paul area of the Bureau of Labor Statistics, U. S. Department of Labor [1967] table #3, [hereinafter referred to as the C.P.I.].

Section 3. If, as of July 1973, the C.P.I. shall have risen to a level which is a full .4 for 1% or more higher than the level of January 1973, with the beginning of the first pay period after January 1, 1974, all employees shall receive a cost of living allowance of thirty-five dollars [\$35.00] per year for each full .4 of 1% by which the C.P.I. exceeds the level of January 1973. The cost of living allowance, therefore, shall be paid monthly during the first six [6] months of the calendar year 1974, for the increase in the C.P.I. between January 1973

[2]

[cont'd.]

12. Cost of living cont'd.

Section 3. and July 1973. The cost of living difference shall be applied computed between July 1973 and January 1974 and the cost of living allowance, figured on the same basis, that is, thirty-five dollars [\$35.00] per year for each full .4 of 1% shall be paid monthly beginning with the first pay period after June 1, 1974 through December 31, 1974.

Section 4. If after an allowance has been in effect pursuant to Section 3, the C. P. I. shall show a decrease, thirty-five dollars [\$35.00] shall be deducted from the allowance for each full .4 of 1% decrease in the C.P.I. below the level which the C.P.I. was required to reach in order to earn the last previous raise of allowance.

Section 5. The cost of living allowance payable at any time shall be in addition to, and irrespective of, the computed base salary rate otherwise payable under the terms of this agreement, but shall be added following such salary increase provided in this Agreement. No reductions shall be made in such salary rate.

Section 6. This cost of living allowance will be computed and paid, in the manner pursuant to Section 3, beyond December 31, 1974, if this contract has not been replaced by a new negotiated contract. That is on the first pay period following January 1 and June 1. The cost of living allowance will be computed and paid upon the same monthly basis as in this contract.

13. Promotions -

a. Driver All driver promotions will be by seniority.

b. Vacancies for newly created positions A notice shall be posted at all stations within thirty [30] days after the new position has been approved, and remain posted for a period of not less than two [2] weeks. The notice shall clearly state the application requirements, and outline of the job requirements, pay classifications applicable to the position, and/or any other information that would be applicable.

*NOTE The above requirements shall also apply to vacancies in existing positions.

c. Job posting Application/forms shall be made available to all Firestations for newly created or existing positions. The Union will be furnished a copy of such notice. The employee selected, the Union and all other applicants will be advised of the selection to fill such vacancy by mail postmarked not later than forty-eight [48] hours after the selection is made.

14. Dues and Fair Share Agreement - The Union, as the exclusive representative of all employees in the bargaining unit, will represent all such employees fairly and equally. All employees in the unit shall, as a condition of employment, be required to pay, as provided in this article, their proportionate share of the costs of representation by the Union. No employee shall be required to join the Union, but membership shall be made available to all employees who apply consistent with the Union constitution and by-laws. No employee shall be denied Union membership because of race, creed, color or sex.

912 Central Avenue
Superior, Wisconsin
54880

14 May, 1974

Mr. David B. Johnson
5806 Anchorage Avenue
Madison, Wisconsin 53705

Re: City of Superior (Fire Department)
Case XXIV No. 17285 MIA-59

Dear Mr. Johnson:

In accordance with Chapter 111.77 (3) (b) Local #74 Superior Firefighters wish to amend their final offer of October 24, 1973 to read as follows:

The following provisions shall be added to and amend the 1973 Firefighter's Contract:

1. An across the board productivity salary increase of fifteen dollars (\$15.00) per man per month retroactive to January 1, 1974.
2. A cost of living clause to read:

Section 1. Effective with the first pay period following January 1, 1974 and semi annually thereafter during the term of this agreement, a cost of living adjustment, if applicable, shall be paid.

Section 2. Such adjustment shall be based on percentage changes, if any, in the Consumer Price Index, New Series, for the Minneapolis-St Paul area of the Bureau of Labor Statistics, U.S. Department of Labor (1967), (hereinafter referred to as the C.P.I.).

Section 3. If, as of July 1973, the C.P.I. shall have risen to a level which is a full .4 for 1% or more higher than the level of January 1973, with the beginning of the first pay period after January 1, 1974, all employees shall receive a cost of living allowance of thirty-five dollars (\$35.00) per year for each full .4 of 1% by which the C.P.I. exceeds the level of January 1973. The cost of living allowance, therefore, shall be paid monthly during the first six (6) months of the calendar year 1974, for the increase in the C.P.I. between January 1973 and July 1973. The cost of living difference shall be again computed between July 1973 and January 1974 and the cost of living allowance, figured on the same basis, that is, thirty-five dollars (\$35.00) per year for each full .4 of 1% shall be paid monthly beginning with the first pay period after July 1, 1974 through December 31, 1974.

Section 4. If after an allowance has been in effect pursuant to Section 3, the C.P.I. shall show a decrease, thirty-five dollars (\$35.00) shall be deducted from the allowance for each full .4 of 1% decrease in the C.P.I. below the level which the C.P.I. was required to reach in order to earn the last previous raise of allowance.

Section 5. The cost of living allowance payable at any time shall be in addition to, and irrespective of, the computed base salary rate otherwise payable under the terms of this agreement.

14. Dues and Fair Share Agreement

The employer agrees that it will deduct from the earnings of all employees in the collective bargaining unit the amount set forth by the Union, such amount being the monthly dues uniformly required of all members, and pay said amount to the Treasurer of the Union on or before the end of the month following the month in which such deduction was made.

The City shall be held harmless in the event a dispute arises between the Union and an employee regarding the interpretation and/or application of this provision.

Respectfully submitted,



Leonard T. Rouse
President, Local #74
Superior Firefighters

CC: Mr. Ed Durkin
Mr. Charles Ackerman
Miss Cecil Helsel, City Clerk

14 May, 1974

Cost of living clause continued from page one:

Section 6. This cost of living allowance will be computed and paid in the manner pursuant to Section 3, beyond December 31, 1974, if this contract has not been replaced by a new negotiated contract. That is on the first pay period following January 1 and July 1. The cost of living allowance will be computed and paid upon the same monthly basis as in this contract using 1974 C.P.I. in place of 1973.

3. Fair share agreement - The Union, as the exclusive representative of all employees in the bargaining unit, will represent all such employees fairly and equally. All employees in the unit shall, as a condition of employment, be required to pay, as provided in this article, their proportionate share of the costs of representation by the Union. No employee shall be required to join the Union, but membership shall be made available to all employees who apply consistent with the Union constitution and by-laws. No employee shall be denied Union membership because of race, creed, color or sex.

4. Article 23. Duration of Agreement -

Amendment (a) This Agreement shall be effective as of January 1, 1974 and shall remain in full force and effect until December 31, 1974 or until a succeeding contract is signed which ever date is later.

Amendment (b) Change 1973 to 1974.

Respectfully submitted,



Leonard T. Rouse, President
Local #74 Superior Firefighters

CC: Mr. Morris Slavney
Mr. Ed Durkin
Mr. Charles Ackerman
Ms Cecil Helsel

City Ex. # 1

City of Superior, Wisconsin

A MAYOR-ALDERMAN CITY
The Heart of the Continent

OFFICE OF

Charles Ackerman

May 14, 1974

✓ Mr. David B. Johnson
5806 Anchorage Avenue
Madison, Wisconsin 53705

Mr. Edward Durkin
International Association of Fire Fighters
5606 Old Middleton Road
Madison, Wisconsin 53705

Gentlemen:

The City of Superior in viewing the requests of Fire Fighters Local #74 for the year 1974, and further viewing such requests in the light of gains made by three (3) other Locals under its jurisdiction, finds it reasonable and just that the following offer be hereby made.

1. That the existing firefighters' work week of 56 hours be reduced to a work week of 40 hours, consisting of five (5) consecutive eight (8) hour work days with two (2) consecutive days of rest.
2. That because of the necessity for seven (7) day fire protection services, the consecutive rest days will consist of all combinations such as, Sat.-Sun., Sun.-Mon., Mon.-Tue., Tue.-Wed., Wed.-Thu., Thu.-Fri., and Fri.-Sat.

NOTE: These are the equivalent to rest days that are now applicable to the Police Department 40 hour week.

3. That the effect of reducing the work week by sixteen hours per man (832 hours annually) shall not suffer, or cause to be suffered, a loss or reduction in the current salary or wage of any job classification established under the forty (40) hour work week.
4. That the classification of jobs under the forty (40) hour work week shall consist of (but not necessarily be limited to any, or all, or combination thereof) such titles as Chief, Assistant Chief, Desk Captain, Master Mechanic, Assistant Mechanic, Captain, Inspector, Dispatcher, Driver and Pipeman.

A PORT CREATED TO SERVE

May 14, 1974

5. That in the establishment of the forty (40) hour work week, the City shall be permitted to assign vacation periods so as to enable it to provide vacation relief assignments to fill the vacancies of employees off on vacation.
6. That under the forty (40) hour work week the assignments shall consist of
 - (a) Regular assigned positions,
 - (b) Regular relief assigned positions to provide rest day relief for those in (a).
 - (c) Vacation relief assignments for employees on vacation in (a) and (b).
7. That in addition to the forty (40) hour work week, the City of Superior hereby offers a monthly increase of \$44.00 to all employees retroactive to January 1, 1974.

Except for the additional benefit of being offered a reduced a work week of 16 hours (832 hours annually) without any reduction of pay, the offer of \$44.00 per month is consistent with the wage increase of \$44.00 per month received by all other bargaining units, for the year 1974. We note here that the Police bargaining unit also received \$16.53 per month as final and full payment of the employees' share of Wisconsin Retirement. (Applied to Police under 66.90, Wis. Stats., but not to Police under 62.13, Wis. Stats.) (All other bargaining units including the Firefighters bargained and received 100% retirement benefits in prior years.)

In addition to the above, the City of Superior hereby also offers a dues and fair share agreement reading as follows:

"The Union, as the exclusive representative of all employees in the bargaining unit, will represent all such employees fairly and equally. All employees in the unit shall, as a condition of employment, be required to pay, as provided in this article, their proportionate share of the costs of representation by the Union. No employee shall be required to join the Union, but membership shall be made available to all employees who apply consistent with the Union constitution and by-laws. No employee shall be denied Union membership because of race, creed, color or sex.

"The employer agrees that it will deduct from the earnings of all employees in the collective bargaining unit the amount set forth by the Union, such amount being the monthly dues uniformly required of all members, and pay said amount to the Treasurer of the Union on or before the end of the month following the month in which such deduction was made.

May 14, 1974

"The City shall be held harmless in the event a dispute arises between the Union and an employee regarding the interpretation and/or application of this provision."

Respectfully submitted,



Charles Ackerman
City Negotiator

CA:fs