

STATE OF WISCONSIN

ARBITRATION AWARD

In the Matter of the

STEVEN'S POINT FIRE FIGHTERS ASSOCIATION,
LOCAL 484, IAFF, AFL - CIO

and

CITY OF STEVEN'S POINT

Re: Case IX No. 17556
MIA - 86
Decision No. 12452-A

Background

Stevens Point Fire Fighters Association, Local 484, International Association of Fire Fighters, AFL-CIO, hereinafter called the Union, represents a unit of fire fighters employed by the City of Stevens Point, hereinafter called the City or the Employer. The unit includes all fire fighter personnel up through the rank of Captain and excludes only the Chief and one other employee of the Fire Department. The parties have been bargaining since the 1920's. Their most recent collective bargaining agreement was for the calendar year 1973. Negotiations over a new agreement commenced during the summer and continued up through December, 1973, when the Union requested that the Wisconsin Employment Relations Commission assign a mediator. After a mediation session in January, 1974, the Union filed its petition requesting compulsory final and binding arbitration for the purpose of resolving an impasse, pursuant to Section 111.77(3) of the Municipal Employment Relations Act. On February 8, 1974, the WERC issued an Order appointing the undersigned as arbitrator. The parties expect the arbitrator to issue a Form 2 type of award, that is, one where the arbitrator selects the final offer of one of the parties and issues an award incorporating that offer without modification.

In the course of the proceedings involving this dispute and before the parties presented their positions to the arbitrator at a hearing held in Stevens Point on December 12, 1974, there were a number of developments that have a bearing upon the final positions of the parties. It is not necessary to recount these events here because they have been fully described in a WERC Examiner's Report following a hearing held by Examiner George R. Fleischli on May 9, 1974 pursuant to a prohibited practices complaint filed by the City and a counterclaim filed by the Union. That report is cited as Cases XI and XII, Numbers 17833 and 17854, MP-349 and MP-350, Decisions No. 12639-A and No. 12652-B. It was dated September 25, 1974 and was affirmed by the full Commission in an Order Affirming Examiner's Findings of Fact, Conclusions of Law and Order, dated October 22, 1974. Since those reports are helpful to an understanding of the discussion below and the award in this case, they are included by reference as a part of this award.

The hearing in this case was held in the County-City Building in Stevens Point. It was first convened on April 9, 1974. The City was represented by John F. Maloney, Esq., Mulcahy & Wherry, S.C., Attorneys and Counsellors at Law, 811 East Wisconsin Avenue, Milwaukee, Wisconsin 53202. The Union was represented by James E. Low, Esq., Crooks, Low & Earl, Attorneys at Law, 531 Washington Street, Wausau, Wisconsin 54401. During the course of the initial proceedings the City's attorney announced that the City was that day filing a prohibited practices charge against the Union which would have the effect of "blocking" the hearing at that time. Although the Union argued that the hearing could continue nonetheless, the arbitrator recessed the hearing "until some indefinite time in the future."

After issuance of the WERC order in the prohibited practices case, the hearing was reconvened at the same place on December 12, 1974. Mr. Low appeared again for the Union. The City was represented by James L. Everson of Mulcahy & Wherry, S.C., 408 Third Street, Wausau, Wisconsin 54401. A transcript was taken of the portion of the hearing held on April 9, but there was no transcript other than the arbitrator's notes at the reconvened hearing on December 12. The parties introduced testimony and evidence by means of witnesses and exhibits to support their positions. At the conclusion of the hearing all the exhibits were accepted for the record.

At a pre-hearing conference held in Stevens Point on March 14, 1974, the parties had agreed that amended final offers could be filed with the arbitrator until April 4, five days before the hearing. Both parties filed amended final offers on that date. The Union did not file another amended final offer before the December 12 resumption of the hearing. Its amended final offer as of April 4 is attached here as Addendum A. The City, however, filed another amended final offer dated December 4. That document is appended to this award as Addendum B. Since a question was raised at the hearing about the acceptability of the City's amended offer dated December 4, in view of the earlier agreement between the parties to file such offers by April 4, the arbitrator ruled that because of the intervening proceedings and the wording of the law itself, the City was entitled to make the revisions in its final offer that appear in the December 4 final amended offer. In any event, if the Union had wanted to amend its own offer as a consequence of the City's changed position, it had ample time to do so after December 4.

FINDINGS OF FACT

The parties approach this proceeding with different attitudes about the formulation of their final offers. The Union's amended final offer includes all the provisions of what it proposes should be the agreement for 1974. The following clauses would be the same as in the 1973 agreement (Addendum C): Preamble, Recognition, Probationary Period, Seniority, Normal Work Week, Vacation, Holidays, Funeral Leave, Longevity, Sick Leave, Clothing Allowance, and Overtime. The Union would make the following changes:

The Duration of Agreement clause would be designated "Duration of Award" and would contain only the following sentence: "This award shall be effective as of January 1, 1974, and shall remain in full force and effect through December 31, 1974."

The Salaries clause would contain the same wording as in the 1973 agreement except that all salaries would be raised by \$61.50 per month.

The Insurance clause would contain the same wording as in the 1973 agreement except that the City's contribution on behalf of each employee to the medical and hospitalization insurance program would increase from seventy-five to eighty per cent.

The Retirement clause would remain the same as in the 1973 agreement except that the City's contribution to the plan on behalf of each employee would increase from seven and one-half to eight per cent and would be applicable to the first \$9,600 of annual earnings.

The Existing Rights clause would be modified so as to include the work "Employer" in two places. It would then read as follows:

XVI EXISTING RIGHTS

The rights of the Union and the Employer existing at the time of the award shall in no way be modified or abrogated and all privileges, benefits and rights enjoyed by the Union and the Employer which are not specifically mentioned or abridged in this award, are automatically a part of this award.

The Notice to Re-Negotiate Agreement clause would be changed so as to change the dates and would read as follows:

XVII ALTER, AMEND OR MODIFY AWARD

Either party to this Award wishing to alter, amend, or modify this Award in any way for the year 1975, shall notify the other party of its wishes in writing at any time up to and including one hundred eighty (180) days prior to the expiration date hereof.

On its part the City stresses the fact that the Union had tentatively agreed to many items during the negotiations and had made an amended final offer that failed to acknowledge those tentative agreements. Since this was the basis for the City's prohibited practice charge, an argument that was rejected in Mr. Fleischli's Examiner's Report, there is no reason to discuss it further. In any case, the City has included eleven of these tentative agreements in Paragraphs 4 through 14 of its final offer (Addendum B). These items include changed wording for the following clauses:

Preamble, Probation, Holiday Pay, Funeral Leave, Sick Leave and Call-In, and Overtime Pay. The City would also add the following new clauses to the agreement: Union Activity, Management Rights, Grievance Procedure (including binding arbitration), and Savings Clause. In addition, the Existing Rights clause in the 1973 agreement would be changed to an Entire Memorandum of Agreement clause with different wording. The City would raise salaries \$48 per month per man; would increase the employer contribution on behalf of each employee to the State Retirement Fund to eight per cent on the first \$9,250 of gross annual earnings; and would increase the uniform allowance from \$25 per year to \$75 per year. Other clauses not mentioned in the City's offer were said to be no longer pertinent because of the expiration of the 1974 agreement on December 31, 1974.

The Union supports its wage and retirement contribution increase proposals by showing a figure (\$292,767.56) in the City's budget estimates for 1974 which roughly covers the amount of the increases. The Union calculates the cost of its proposal at \$26,628 or 8.0 per cent. But since the base upon which the Union has calculated this percentage includes some costs that are counted twice, the proposed increase appears actually to be 9.0 per cent. The Union also shows that if the \$61.50 increase were put into effect, the resultant rate for fire fighters would be somewhat lower than the average of the three cities near Stevens Point, namely Marshfield, Wausau, and Wisconsin Rapids. The Union's proposed monthly rate would be \$800, which would be the same as Marshfield's, \$1.15 more than Wausau's, and \$38.40 less than Wisconsin Rapids'.

The Union also makes a comparison of its own wage proposal with the monthly wage actually paid to City policemen during 1974. Although the Union's proposed monthly wage would be somewhat less than the \$808.34 basic pay for policemen, the latter includes regular and routine overtime payments for a 41st and 42nd hour of work each week for policemen. Two other differences in the wages for policemen should be noted. (1) The City contributes on behalf of these employees 6 per cent of the first \$9,250 of annual earnings for state retirement (the entire contribution up to that amount.) (2) Policemen are also covered by federal social security provisions. While this has reduced their take home pay by 5.85 per cent during 1974, it is regarded by the fire fighters as an additional benefit that the fire fighters do not enjoy.

Although the Union supports its proposal with various figures on the increase in the cost of living during 1974, wage comparisons with other comparably sized cities elsewhere in the State of Wisconsin, and by showing some interpretations of tax rates that indicate favorable circumstances for Stevens Point in comparison with other nearby cities, for reasons that are described in the opinion section of this award, they do not warrant detailed discussion here.

The City supports its proposals as to the eleven changes in the agreement by stressing that there had been tentative agreement by the Union on all of them at the time of the impasse. While the City acknowledges that the WERC did not uphold its position in the prohibited practices charge proceeding, it argues, nevertheless, that the tentative agreements should have been honored by the Union and that therefore the arbitrator should adopt what the parties had tentatively agreed to.

As to its position on the wage, retirement, and uniform allowance proposals, the City compares these items with those conditions in the fire departments in the three nearest comparable cities, Marshfield, Wausau, Wisconsin Rapids, and with conditions for other City employees. The City laid great stress upon comparisons for fire fighter classifications of net earnings after deductions for employee contributions to the Wisconsin Retirement Fund and for insurance. These comparisons showed the following net monthly wages:

<u>Fire Fighter - Actual and Proposed 1974 Rates</u>	
Wisconsin Rapids	\$835.56
Wausau	787.35
Marshfield	778.50
Stevens Point Union Proposal	798.98
Stevens Point City Proposal	784.23

Motor Pump Operator/Driver/Engineer
Actual and Proposed 1974 Rates

Wisconsin Rapids	\$845.88
Wausau	808.48
Marshfield	798.32
Stevens Point Union Proposal	817.38
Stevens Point City Proposal	802.63

Lieutenant - Actual and Proposed 1974 Rates

Wisconsin Rapids	\$907.26
Wausau	845.72
Marshfield	856.90
Stevens Point Union Proposal	909.83
Stevens Point City Proposal	895.08

Captain - Actual and Proposed 1974 Rates

Wisconsin Rapids	None
Wausau	\$866.85
Marshfield	905.90
Stevens Point Union Proposal	965.76
Stevens Point City Proposal	951.00

The City also showed comparisons of spendable earnings among various classifications of the City's unionized employees, i.e., with standard tax and insurance deductions. The most pertinent of these are shown below:

<u>Fire Department</u> <u>(City's Offer)</u>	<u>Police</u> <u>Department</u>	<u>DPW</u>	<u>City Hall</u>
Firefighter \$ 786.50	Patrolman \$761.71	Operator I \$620.45	Eng. Draftsman \$558.31
Driver 816.50	Corporal 804.53	Skilled Operator 635.51-657.46	Surveyor 590.32
Lieutenant 926.99	Sergeant 877.57	Leadman 663.76	Inspector 659.99
Captain 977.78	Lieutenant 925.04	Foreman 683.53	Designer 823.81

The City calculates the total cost of its offer to be \$22,705.85 or 7.664 per cent improvement for 1974. The City's calculation of improvements for its 33 member police force for 1974 amounts to \$26,232.26 or 7.52 per cent. Monthly rates were increased \$55.26 for patrolmen and \$51.49 for supervisory ranks in the Police Department. The City also introduced an exhibit which purported to show that since December, 1970 wage increases in percentage terms for fire fighter personnel, including the City's proposed increase for 1974, have roughly equalled percentage increases in the Consumer Price Index. And finally, the City introduced a fact finding report prepared by Professor James L. Stern, dated January 5, 1971, and covering the same unit. It was pointed out by the City that Professor Stern based his recommendations (which the City accepted) in that case on comparisons with Wisconsin Rapids, Marshfield, and Wausau fire department rates. The report also indicated that the City at that time had proposed Lieutenant and Captain rates that were somewhat higher than the rates for those classifications in the comparable cities.

Opinion

There is not a great difference between the parties in the dollar cost of a settlement. The Union estimates its proposal at \$26,628. The City puts the cost of its proposal at \$22,706. The difference is less than \$4,000. For this reason it does not seem necessary to review the Union's testimony on tax rates and the tax base, trends taking place in those figures, and comparisons with other communities, nor the City's rebuttal views on the figures and the conclusions drawn by the Union.

For the same reason it does not seem necessary to review the long exchange at the hearing between the Union and the City on the subject of whether the increased dollars put in the 1974 budget by the City anticipated a proposal almost exactly the size of the one brought in by the Union; nor the City's contrary interpretation that there was no significance to the coincidence that the two figures turned out to be almost the same.

The City is not asserting inability to pay. Essentially, the City supports its position with two arguments. First, although the difference between the parties is only about \$12 per month per man, the City's offer is more appropriate for adoption because it compares better with the terms and conditions of employment in fire departments in the three nearby cities and because in view of settlements already made in the other organized units, it would be less disturbing to current relationships with other rates than the Union's proposal would be. And second, the City believes that its posture of confirming the tentative agreements reached with the Union in the earlier bargaining is a more reasonable outcome of the negotiations and would promote collective bargaining in better fashion than would the Union's posture of withdrawing its tentative agreements and reverting to the provisions of the 1973 agreement.

The City's position on the first argument is mildly inconsistent. If the three nearby cities are taken as the appropriate comparison, the average net monthly wages for their various classifications are as follows:

Firefighter	\$800.47
Motor Pump Operator/Driver/Engineer	817.56
Lieutenant	869.96
Captain	886.37

In these comparisons then, the City's proposal of \$784.23 for the classification of fire fighter is about \$16 per month lower than the average of the comparable cities, while the Union's proposal of \$798.98 arrived at with similar calculations, is \$1.49 lower. For the Motor Pump Operator classification the City's proposal of \$802.63 is about \$15 lower than the average of the three cities while the Union's proposal of \$817.38 is almost identical. In the Lieutenant classification the City's offer of \$895.08 is about \$25 above the average, while the Union's proposal of \$909.83 is about \$40 above it. In the Captain classification the City's proposal of \$951.00 is about \$65 above the average of the two cities that have captains, while the Union's proposal of \$965.76 is about \$80 above that average.

The City made two explanations of these inconsistencies in its position. First, it introduced testimony of the Personnel Director of the City of Wisconsin Rapids. That testimony indicated that the City of Wisconsin Rapids had adopted a conscious policy of paying wages that were competitive with the wage level in the community. This has resulted in fire fighter and motor pump operator rates that are somewhat higher than those in Marshfield, Wausau, and Stevens Point. As an explanation of its proposal of higher rates for Lieutenants and Captains than the average of the other three cities, the City introduced into the record the previously noted fact finding report on a previous dispute between the parties, wherein the fact finder noted that the City's offer in these classifications was above the averages for the comparable cities. The conclusion to be drawn from this testimony is that the higher rates for these classifications have now been built into the Fire Department rate structure and neither party appears to want to bring them back to the level of the average of these classifications in the other three cities.

The City has also shown in its salary increase comparisons that the percentage of increases granted by Stevens Point (including the 1974 offer) since 1969 have been higher than the average increase of the three cities used for comparison. In the fire fighter classification the Stevens Point percentage increase during that five year period (with the City's offer included) is 39.2 per cent, while the average for the other three cities in that classification is 38.5 per cent. There is a smaller difference in the motor pump operator classification and somewhat larger differences in the Lieutenant and Captain classifications, wherein the City has had a policy of higher than average increases. Except for insurance and retirement fund contributions, which are accounted for in the City's comparisons, the fringe benefit packages for the other cities appear to be very similar to the fringes for Stevens Point fire fighters. The City's proposed \$50 increase in uniform allowance would bring it closer to the average level of the other cities. Likewise, its retirement fund contribution proposal appears to be more in the direction of the average than is the Union's.

I have said above that the City's position on comparability is mildly inconsistent. If the parties were not so close to one another in the cost of their final proposals, or if it were my task to work out the terms of an award rather than to accept one position or the other, I would need to analyze the conditions of comparability further. In passing I would merely point out that if comparability is to be used, it is difficult to accept the argument that the influence on the averages of one of the cities must somehow be reduced.

The other significant issue in deciding for one position or the other is whether the existence of eleven tentatively agreed upon clauses should be persuasive in making an award. One of these, the grievance provision, would add a clause that is standard in most contracts and which is notable by its absence in the 1973 agreement. Although the Union did not discuss this issue at the hearing, presumably it is willing to continue whatever non-contractual grievance procedures are now in effect. The other clauses included in the City's proposal but not in the Union's are generally worded in ways that are not unusually favorable to the Employer and which might be expected to be found in other municipal agreements. It is understandable, however, that the Union might want to back away from earlier tentative agreements on some of them. In this category I would include the Sick Leave, Funeral Leave, Management Rights, Union Activity, and Entire Memorandum of Agreement clauses, wherein the City would add qualifying wording essentially favorable to itself, although not patently injurious to employee interests or rights.

On this issue the Union's proposal as well as the outcome of the bargaining before the dispute came to the arbitrator are not consonant with what is contemplated by the legislation that introduced final offer selection arbitration. The expectation of those who wrote the legislation was that the parties would be forced to narrow the issues in dispute so as to avoid the risks of great loss if the award went in favor of the other disputant. If the dispute had taken that turn, presumably the choice for the arbitrator would be on the issues of wages, retirement fund contribution and uniform allowance. It did not go that way, however, and I am now in a position of choosing (1) to leave the old agreement mostly unchanged except for wages, retirement fund contribution and some other agreed-upon issues, or (2) making a substantial revision in the agreement for 1974, which will have expired when this award issues. In these circumstances, although I am not happy with the relative indeterminacy of what was rather lengthy bargaining, I am even more reluctant to impose a lengthy list of new and revised clauses that the Union does not want to accept and in an agreement that has already expired.

I have carefully examined the criteria in Chapter 111.77(6) that are to be considered by the arbitrator. It appears to me that no violence would be done to any of the factors listed there if either one of the proposals were selected. In economic terms either one is within the pattern of settlements that have been taking place. If increases in the cost of living during 1974 and the increasing level of settlements during that period are both taken into account, neither proposal is as high as settlements now being made. Although an arbitrator always has some hesitation about selecting a proposal that is higher than the settlements previously made in other units of employees of the same Employer without outside intervention, in this case the selection of the Union's proposal would not raise the fire fighter wages and conditions of employment above those of the policemen, although it would be a better settlement for 1974 than the policemen obtained. It is necessary, therefore, to weigh the consequences of this result against what this arbitrator considers to be the greater adverse effect of adding several new clauses upon which the Union vigorously asserts that there has been no final agreement. In these circumstances, and in view of the fact that there is very little difference between the parties on the cost of the settlement, I reluctantly choose the Union's position.

AWARD

The Union's amended final offer, as outlined in Addendum A to this report, is adopted.

Dated: Jan. 9, 1975

Signed: David B. Johnson /s/
David B. Johnson
Neutral Arbitrator selected from
WERC Panel

ADDENDUM A

AMENDED FINAL OFFER OF
STEVENS POINT FIREFIGHTERS ASSOCIATION LOCAL 484, AFL-CIO

This Offer and award based thereon shall be retroactive to the 1st day of January, 1974. The City of Stevens Point, Wisconsin, shall be referred to as the "Employer" and Stevens Point Firefighters Local Union No. 484, AFL-CIO, shall be referred to as the "Union".

I
RECOGNITION

The Employer shall recognize the Union as the exclusive collective bargaining representative for the employees of the Fire Department, including Captains, Lieutenants, Mechanics, Motor Pump Operator and Firefighters; and in the event new positions should be created within the Fire Department, the inclusion or exclusion of such employees from this collective bargaining agreement shall be determined by stipulation between the parties hereto; and if such agreement is not reached the matter shall be referred to the Wisconsin Employment Relations Commission for decision.

II
DURATION OF AWARD

This award shall be effective as of January 1, 1974, and shall remain in full force and effect through December 31, 1974.

III
PROBATIONARY PERIOD

All new employees shall serve a probationary period of six (6) months from date of hire. The City may extend the probationary period for an additional six (6) month period. In the event the employee becomes a permanent employee, his seniority and all other benefits under this contract shall accrue to the original date of hiring, providing such employee was continuously employed by the City in the City of Stevens Point Fire Department.

IV
SENIORITY

Seniority is the length of service from date of hire. The Fire Department shall establish a seniority list on the relative length of service and it shall be brought up to date on January 1 of each year and be posted at the Central Fire Station. Seniority of a member of the Fire Department shall not be reduced by time lost due to sick leave, military leave or an authorized leave of absence. In case of promotions, other than appointments to positions outside of the bargaining unit, the Chief, in making his recommendations to the Police and Fire Commission, shall take into consideration the following factors: seniority, skill, competence, efficiency, merit, training, physical fitness, initiative, and leadership qualities.

V
SALARIES

The following shall be the schedule of monthly wages payable to members of the Union of the Fire Department:

Captain	\$ 951.28
Lieutenant	900.49
Mechanic	900.49
Motor Pump Operator	820.00
Firefighter	800.00

The members of the Union of the Fire Department shall be paid bi-weekly. A recruit beginning employment in the Fire Department shall start at ninety percent (90%) of the job rate for which he has been hired. After six (6) months service he shall receive ninety-five percent (95%) of the job rate. After one (1) year of service he shall receive one hundred percent (100%) of the job rate for his classification.

VI
NORMAL WORK WEEK

The work week for all employees who perform firefighting duties shall be an average of not more than fifty-six (56) hours, computed over a period of one calendar year. Each platoon shall work its fifty-six (56) hour week as follows: work one twenty-four (24) hour period, have one twenty-four (24) hour period off; work one twenty-four (24) hour period, have one twenty-four (24) hour period off; work one twenty-four (24) hour period, and have four (4) consecutive twenty-four (24) hour periods off. A working day shall begin at 7:30 A.M. and shall end at 7:30 A. M. the following day.

VII
VACATION

Employees shall have the following vacation with pay:

- | | |
|--|--------------|
| 1. After one (1) year of service | 3 work days |
| 2. After three (3) years of service | 6 work days |
| 3. After eight (8) years of service | 9 work days |
| 4. After sixteen (16) years of service | 12 work days |
| 5. After twenty-five (25) years of service | 15 work days |

VIII
HOLIDAYS

Employees shall receive paid holidays to be compensated with seven (7) twenty-four (24) hour periods off.

IX
FUNERAL LEAVE

Three (3) calendar days shall be allowed an employee to attend the funeral of wife, child, parent, parent-in-law, brother or sister. Travel or additional time under unusual circumstances will be handled by the Chief. One calendar day for either the spouses or the employees grandparents.

X
INSURANCE

The City shall make a contribution of eighty percent (80%) to the medical and hospitalization insurance program based upon the full premium for 1974. Employees are also eligible to participate in the Group Life Insurance Program.

XI
LONGEVITY

In addition to all other compensation employees shall receive longevity pay as follows:

- | | |
|-------------------|-----------------------------|
| 1. After 5 years | \$10.00 per month longevity |
| 2. After 10 years | \$20.00 per month longevity |
| 3. After 15 years | \$30.00 per month longevity |
| 4. After 20 years | \$40.00 per month longevity |

Longevity payments shall commence after the anniversary date of hire.

XII
RETIREMENT

The City shall pay eight percent (8%) of the employee's contribution of the initial Nine Thousand Six Hundred Dollars (\$9,600.00) of annual earnings. All such payments of contributions made by the City shall be reported to the Wisconsin Retirement Fund in the same manner as though deducted from the earnings of participating employees. The payments of contributions made by the City shall be available for all retirement fund benefit purposes to the same extent as normal contributions which were deducted from the earnings of participating employees, it being understood that such payment made by the City shall not be considered municipality contributions.

XIII
SICK LEAVE

In cases of sickness or injury, employees shall be granted a sick leave of not to exceed thirty (30) days per annum plus any accrued time earned by them. Accrued time earned before January 1, 1974, shall be credited to Employees account and posted at the Central Fire Station before March 15, 1974. A member of the bargaining unit shall be entitled to thirty (30) sick days upon permanent appointment to the Stevens Point Fire Department. Any member serving for six (6) consecutive months without missing a tour of duty shall be entitled to two (2) extra days added to his thirty (30) days sick leave. Any member serving for twelve (12) consecutive months without missing a tour of duty shall be entitled to five (5) extra days added to his thirty (30) days sick leave. Total accumulated leave shall not exceed seventy-five (75) days.

XIV
CLOTHING ALLOWANCE

Helmet, boots, raincoat, and gloves shall be provided for members of the Union by the City. The City shall also provide each member of the Union, upon request by the Union, a clothing allowance of Twenty-Five Dollars (\$25.00) per annum.

XV
OVERTIME

All time worked other than the normal duty day, which is defined in Article VI of this contract, shall be considered overtime. All compensation for overtime shall be repaid at double time off. Overtime for off-duty ambulance runs is not considered mandatory duty and is covered under a separate agreement with Portage County.

XVI
EXISTING RIGHTS

The rights of the Union and the Employer existing at the time of the award shall in no way be modified or abrogated and all privileges, benefits and rights enjoyed by the Union and the Employer which are not specifically mentioned or abridged in this award, are automatically a part of this award.

XVII
ALTER, AMEND OR MODIFY AWARD

|| Either party to this Award wishing to alter, amend, or modify this Award in any way for the year 1975, shall notify the other party of its wishes in writing at any time up to and including one hundred eighty (180) days prior to the expiration date hereof.

Dated this 4th day of April, 1974.

STEVENS POINT FIREFIGHTERS
ASSOCIATION, LOCAL 484, AFL-CIO

By: James E. Low /s/
James E. Low, Their Attorney

CITY OF STEVENS POINT

December 4, 1974

1. Wages: The City offers a wage increase of \$48.00 per month per man.
2. Wisconsin Retirement Fund: The City offers to pay 8% (the entire amount required by the state) of the employee's contribution to the Wisconsin Retirement Fund on the first \$9,250 of gross earnings.
3. Uniform Allowance: The City offers to increase the present clothing allowance of \$25.00 per man per year to \$75.00 in 1974.

The City and Union have each offered that the 1974 medical insurance premiums would be paid 80% by the City and 20% by the Union and that the contract would be for one year January 1, 1974 to December 31, 1974.

In addition to the three numbered items above on which no agreement has been reached by the parties, the City's offer includes the following changes in contract language which received the tentative agreement of the parties during their collective bargaining. These changes would amend the 1973 contract as indicated and be part of the 1974 contract.

4. Addition to the Preamble:

"WHEREAS, it is the intent and purpose of the City and Union that this Agreement shall promote and improve working conditions and set forth the rates of pay, hours of work and other terms and conditions of employment to be observed by the parties hereto; and

NOW, THEREFORE, in consideration of the premises and in consideration of the promises hereinafter contained and other good and valuable considerations, the receipt of which is hereby irrevocably acknowledged,

IT IS AGREED AS FOLLOWS:"

5. Replace Article III - Probation with the following:

"Article III - PROBATION

All employees shall serve a probationary period of six (6) months from date of hire in the bargaining unit. In the event an employee becomes a permanent employee, his seniority shall accrue to the original date of hire, providing such employee was continuously employed by the City in this bargaining unit. During the probationary period, an employee shall be subject to dismissal for any reason without recourse to the grievance procedure."

6. Replace Article VIII - Holiday Pay with the following:

"Article VIII - HOLIDAY PAY

- A. Eligibility: Employees who have been continuously employed by the City for a period of six (6) months or more shall receive one days compensation at their normal rate of pay or compensatory time off for seven (7) holidays each year in accord with the schedule set forth in Paragraph B of this article.
- B. Schedule: Following the completion of six (6) months of continuous employment with the City, an employee shall be eligible for seven (7) paid holidays per year. An employee must take at least one (1) holiday every two (2) months in a calendar year. The scheduling of said holiday shall be made jointly between the Chief and the employee. Any scheduling difficulties will be resolved by the Chief. The seventh holiday is to be scheduled not later than November 1st."

7. Replace Article IX - Funeral Leave with the following:

"Article IX - FUNERAL LEAVE

- A. General: Funeral leave shall be administered by the Chief.
- B. Immediate Family: When there is a death in the immediate family of an employee, leave of three (3) calendar days, without loss of pay shall be granted, depending upon the amount of travel required and other extenuating circumstances. Immediate family shall mean spouse, mother, father, children, brother, sister of the employee and the mother and father of the employee's spouse.
- C. Other: Funeral leave of one (1) calendar day, without loss of pay, shall be granted in the event of the death of a relative not a member of the immediate family, at the discretion of the Chief. Included would be a grandparent of the employee or the spouse.
- D. Purpose: It is intended that funeral leave is for the purpose of arranging and attending a funeral, and it is not intended as additional holidays or vacation."

8. Replace Article XIII - Sick Leave with the following:

"Article XIII - SICK LEAVE

- A. Initial Days: An employee shall be entitled to twelve (12) work days sick leave upon permanent appointment to the Stevens Point Fire Department. Eligibility shall begin after the completion of six (6) months of employment in the department.
- B. Additional Days: After the first year of service any employee serving for six (6) consecutive months without missing a tour of duty shall be entitled to have one (1) extra work day added to his twelve (12) days sick leave. If he serves twelve (12) consecutive months without missing a tour of duty, he shall be entitled to two (2) extra work days added to his twelve (12) days sick leave. No employee shall accumulate more than three (3) additional work days per calendar year. Total accumulation of sick leave shall not exceed thirty (30) work days. Members of the department absent on sick leave for more than three (3) consecutive work days shall secure and submit to the Chief a doctor's report certifying the employee's inability to report to duty.
- C. Abuse: All sick leave shall be subject to administration by the Chief and abuse of sick leave shall subject the employee to discipline.
- D. Conversion: All calendar sick days credited to employees prior to January 1, 1974, shall be converted to work days. An employee shall be credited with one (1) work day for each three (3) accumulated calendar sick days."

9. Replace Article XV - Call-In and Overtime Pay with the following:

"Article XV - CALL-IN AND OVERTIME PAY

- (1) Non-Emergency Call-In: When an employee is instructed to report early for a particular shift or is required to remain after the close of his shift or called in for non-emergency work, he shall be paid double time for the work actually performed outside his shift. Non-emergency call-in time shall be mandatory, if an employee is given four (4) work days notice orally or in writing.

- (2) Emergency Call-In: When an employee is called to duty outside his normal shift for an emergency, he shall be compensated at a rate of double time based upon his normal hourly rate and such employee shall receive a minimum of three (3) hours compensation. The City reserves the right to have this employee work the complete three (3) hours. In the event the employee is released during the three hour period and is called back within the same three hour period, any extension over the three hour period shall be paid at double time based upon the actual time worked. Actual time worked shall be concluded in accordance with the past practices.
- (3) Compensatory Time: Compensatory time may be granted in lieu of call-in or overtime pay at the option of the employee, provided, however, if compensatory time is not used within one (1) year from the date earned, the Chief shall have the option of giving pay or compensatory time. When taking compensatory time, an employee must use a minimum of three (3) hours. Ambulance runs are not considered overtime or call-in pay."

10. Add Article XVIII - Entire Memorandum of Agreement with the following:

"Article XVIII - ENTIRE MEMORANDUM OF AGREEMENT

This Agreement constitutes the entire Agreement between the parties and no verbal statements shall supercede any of its provisions. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto."

11. Add Article ___ - Union Activity with the following:

"Article - UNION ACTIVITY

Union business shall be transacted outside of normal working hours, if possible. The Union may use the City's meeting rooms and facilities for Union business only with the prior approval of the Chief, which shall not be unreasonably withheld. However, in no event will Union activities be permitted to interrupt the City's normal and efficient operations. The Union agrees to provide written notification to the City within seven (7) days following the election or selection of Union officers, representatives or other officials involved in enforcing this Agreement."

12. Add Article ___ - Management Rights with the following:

"Article - MANAGEMENT RIGHTS

The City possesses the sole right to operate City government and all management rights repose in it, but such rights must be exercised consistently with other provisions of this contract. These rights include the following:

- A. To direct all operations of the City;
- B. To establish reasonable work rules and schedules of work;
- C. To hire, promote, transfer, schedule and assign employees to positions within the department consistent with the Rules and Regulations of the Police and Fire Commission;
- D. To suspend, demote, discharge and take other disciplinary action against employees;
- E. To lay off employees from their duties because of lack of work;
- F. To maintain efficiency of City government operations;

- G. To take whatever action is necessary to comply with State or Federal law;
- H. To introduce new or improved methods or facilities;
- I. To change existing methods or facilities;
- J. To determine the kinds and amounts of service to be performed as pertains to City government operation; and the number and kinds of classifications to perform such services consistent with the terms of this Agreement;
- K. To contract out for goods or services;
- L. To determine the methods, means and personnel by which City operations are to be conducted consistent with the terms of this Agreement;
- M. To take whatever action is necessary to carry out the functions of the City in situations of emergency.

The management rights provided by this provision shall be exercised consistent with all other terms of the agreement and to the extent that any of the management rights provided herein effect wages, hours and conditions of employment they shall be the proper subject of collective bargaining."

13. Add Article ___ - Grievance Procedure with the following:

"Article - GRIEVANCE PROCEDURE

- A. Definition of a Grievance: A grievance shall mean a dispute concerning the interpretation or application of this contract.
- B. Subject Matter: Only one subject matter shall be covered by any one grievance. A written grievance shall contain the name and position of the grievant, a clear and concise statement of the grievance, the issue involved, the relief sought, the date the incident or violation took place, the specific section of the Agreement alleged to have been violated and the signature of the grievance and the date.
- C. Time Limitations: If it is impossible to comply with the time limits specified in the procedure because of work schedules, illness, vacations, etc., these limits may be extended by mutual consent in writing.
- D. Settlement of Grievance: Any grievance shall be considered settled at the completion of any step in the procedure, if all parties concerned are mutually satisfied. Dissatisfaction is implied in recourse from one step to the next.
- E. Steps in Procedure:
 - Step 1: The employee, alone or with his representative, shall orally explain his grievance to his immediate supervisor no later than seven (7) calendar days after he knew or should have known of the cause of such grievance. In the event of a grievance, the employee shall perform his assigned work task and grieve his complaint later. The employee's immediate supervisor shall, within two (2) calendar days, orally inform the employee, and the representative, where applicable, of his decision.
 - Step 2: If the grievance is not settled at the first step, the employee and/or his representative shall prepare and file a written grievance on forms supplied by the City with the employee's department head within seven (7) calendar days. The department head will further investigate the grievance and submit his decision to the employee and his representative in writing within seven (7) calendar days after receiving written notice of the grievance.

Step 3: If the grievance is not settled at the second step, any grievance which is not covered by Sec. 62.13 of the Wisconsin Statutes and does not involve the authority of the Fire Chief but rather relates only to the interpretation of the contract, the employee or his representative may appeal the written grievance to the Personnel Committee within seven (7) calendar days after receipt of the written decision of the department head. The Personnel Committee shall discuss the grievance with the employee and the Union representative shall be afforded the opportunity to be present at this conference. Following said conference, the Personnel Committee shall respond within ten (10) calendar days in writing.

F. Arbitration:

- 1) Time Limit: If a satisfactory settlement is not reached in Step 3, the Union must notify the Personnel Committee in writing within ten (10) calendar days that they intend to process the grievance to arbitration.
- 2) Arbitrator: Any grievance which cannot be settled through the above procedures may be submitted to a single arbitrator to be selected as follows: Either party may request the Wisconsin Employment Relations Commission to prepare a list of five (5) impartial arbitrators. The Union shall then strike two (2) of the parties on the slate, and then the City shall strike two (2) of the remaining parties on the slate. The remaining arbitrator on the slate after the strikes shall then be notified of his appointment as arbitrator in a joint statement from the City and the Union.
- 3) Arbitration Hearing: The arbitrator selected or appointed shall meet with the parties at a mutually agreeable date to review the evidence and hear testimony relating to the grievance. Upon completion of this review and hearing, the arbitrator shall render a written decision to both the City and the Union, which shall be binding upon both parties.
- 4) Costs: Both parties shall share equally the costs and expenses of the arbitration proceedings, including transcript fees and fees of the arbitrator. Each party, however, shall bear its own costs for witnesses and other out-of-pocket expenses including possible attorney's fees. Testimony or other participation of employees shall not be paid by the City. The arbitration hearing shall be conducted in the City Hall.
- 5) Transcript: There shall be a transcript prepared for each arbitration hearing.
- 6) Decision of the Arbitrator: The decision of the arbitrator shall be limited to the subject matter of the grievance and shall be restricted solely to interpretation of the contract in the area where the alleged breach occurred. The arbitrator shall not modify, add to or delete from the express terms of the Agreement.

G. General Provisions:

- 1) Past Grievances: Past grievances may not be filed under the provisions of this procedure and all grievances filed which bear a filing date which precedes or is the same as the expiration date of this agreement must be processed to conclusion under the terms of this procedure.

- 2) Special Notice for New Facts: If the grievance has been processed beyond Step 2, and the grievant wishes to add new facts or information into the file, he shall immediately transmit notice to the Chief and shall indicate in said notice the nature and details of the new facts. When such notice has been transmitted by the grievant, the grievance cannot progress through the arbitration procedures until the Chief has had an opportunity to respond.

Within five (5) days of receipt of such special notice, the Chief shall exercise one of the following options:

- a) He may reopen the proceedings at Step 2 for the purpose of reconsidering the Step 2 decision.
 - b) He may acknowledge receipt of the facts and stipulate that the grievance proceed.
- 3) Grievance Committee: The Union may appoint representatives as a grievance committee of the Union and shall inform the City of the names of the individuals so appointed and of any change thereafter made in such appointments. The City shall allow the representatives the necessary time to process grievances during the course of the duty day, as long as it does not interfere with their regular work responsibilities."

14. Add Article ___ - Savings Clause with the following:

"Article - SAVINGS CLAUSE

If any article or section of this agreement, or any addendum thereto, is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this agreement and addenda shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section."

ADDENDUM C

AGREEMENT BETWEEN CITY OF STEVENS POINT

AND

STEVENS POINT FIREFIGHTERS ASSOCIATION LOCAL 484, AFL-CIO

This Agreement made and entered into retroactive to the 1st day of January, 1973, by and between the City of Stevens Point, Wisconsin, hereinafter referred to as the "Employer" and Stevens Point Firefighters Local Union No. 484, AFL-CIO, hereinafter referred to as the "Union".

I
RECOGNITION

The Employer recognizes the Union as the exclusive collective bargaining representative for the employees of the Fire Department, including Captains, Lieutenants, Mechanics, Motor Pump Operator and Firefighters; and in the event new positions should be created within the Fire Department, the inclusion or exclusion of such employees from this collective bargaining agreement shall be determined by stipulation between the parties hereto; and if such agreement is not reached the matter shall be referred to the Wisconsin Employment Relations Commission for decision.

II
DURATION OF AGREEMENT

This Agreement shall be effective as of January 1, 1973, and shall remain in full force and effect through December 31, 1973. This Agreement is subject to renegotiation for the year of 1974; and all renegotiated terms and conditions of this Agreement as may be agreed upon at any time in the future shall not be effective until January 1, 1974.

III
PROBATIONARY PERIOD

All new employees shall serve a probationary period of six (6) months from date of hire. The City may extend the probationary period for an additional six (6) month period. In the event the employee becomes a permanent employee, his seniority and all other benefits under this contract shall accrue to the original date of hiring, providing such employee was continuously employed by the City of Stevens Point Fire Department.

IV
SENIORITY

Seniority is the length of service from date of hire. The Fire Department shall establish a seniority list on the relative length of service and it shall be brought up to date on January 1, of each year and be posted at the Central Fire Station. Seniority of a member of the Fire Department shall not be reduced by time lost due to sick leave, military leave or an authorized leave of absence. In case of promotions, other than appointments to positions outside of the bargaining unit, the Chief, in making his recommendations to the Police and Fire Commission, shall take into consideration the following factors: seniority, skill, competence, efficiency, merit, training, physical fitness, initiative, and leadership qualities.

V
SALARIES

The following shall be the schedule of monthly wages payable to members of the Union of the Fire Department:

Captain	\$ 889.78
Lieutenant	838.99
Mechanic	838.99
Motor Pump Operator	758.50
Firefighter	738.50

The members of the Union of the Fire Department shall be paid bi-weekly. A recruit beginning employment in the Fire Department shall start at ninety percent (90%) of the job rate for which he has been hired. After six (6) months service he shall receive ninety-five percent (95%) of the job rate. After one (1) year of service he shall receive one hundred percent (100%) of the job rate for his classification.

VI
NORMAL WORK WEEK

The work week for all employees who perform firefighting duties shall be an average of not more than fifty-six (56) hours, computed over a period of one calendar year. Each platoon shall work its fifty-six (56) hour week as follows: work one twenty-four (24) hour period, have one twenty-four (24) hour period off; work one twenty-four (24) hour period, have one twenty-four (24) hour period off; work one twenty-four (24) hour period, and have four (4) consecutive twenty-four (24) hour periods off. A working day shall begin at 7:30 A.M. and shall end at 7:30 A.M. the following day.

VII
VACATION

1. After one (1) year service	3 work days
2. After three (3) years service	6 work days
3. After eight (8) years service	9 work days
4. After sixteen (16) years service	12 work days
5. After twenty-five years service	15 work days

VIII
HOLIDAYS

Employees shall receive paid holidays to be compensated with seven (7) twenty-four (24) hour periods off.

IX
FUNERAL LEAVE

Three (3) calendar days shall be allowed a member to attend the funeral of wife, child, parent, parent-in-law, brother or sister. Travel or additional time under unusual circumstances will be handled by the Chief. One calendar day for either the spouses or the employees grandparents.

X
INSURANCE

The City agrees to make a contribution of seventy-five percent (75%) to the medical and hospitalization insurance program based upon the full premium for 1973. Employees are also eligible to participate in the Group Life Insurance Program.

XI
LONGEVITY

1. After 5 years	\$10.00 per month longevity
2. After 10 years	20.00 per month longevity
3. After 15 years	30.00 per month longevity
4. After 20 years	40.00 per month longevity

Longevity payments shall commence after the anniversary date of hire.

XII
RETIREMENT

The City shall pay seven and one-half percent (7 1/2%) of the employee's contribution of the initial Seven Thousand Eight Hundred Dollars (\$7,800.00) of earnings. All such payments of contributions made by the City shall be reported to the Wisconsin Retirement Fund in the same manner as though deducted from the earnings of participating

employees. The payments of contributions made by the City shall be available for all retirement fund benefit purposes to the same extent as normal contributions which were deducted from the earnings of participating employees, it being understood that such payment made by the City shall not be considered municipality contributions.

XIII
SICK LEAVE

In cases of sickness or injury, members shall be granted a sick leave of not to exceed thirty (30) days per annum plus any accrued time earned by them. Accrued time earned before January 1, 1973, shall be credited to Union members account and posted at the Central Fire Station before March 15, 1973. A member of the bargaining unit shall be entitled to thirty (30) sick days upon permanent appointment to the Stevens Point Fire Department. Any member serving for six (6) consecutive months without missing a tour of duty shall be entitled to two (2) extra days added to his thirty (30) days sick leave. Any member serving for twelve (12) consecutive months without missing a tour of duty shall be entitled to five (5) extra days added to his thirty (30) days sick leave. Total accumulated leave shall not exceed seventy-five (75) days.

XIV
CLOTHING ALLOWANCE

Helmet, boots, raincoat, and gloves shall be provided for members of the Union by the City. The City shall also provide each member of the Union, upon request by the Union, a clothing allowance of Twenty-Five Dollars (\$25.00) per annum.

XV
OVERTIME

All time worked other than the normal duty day, which is defined in Article VI of this contract, shall be considered overtime. All compensation for overtime shall be repaid at double time off. Overtime for off-duty ambulance runs is not considered mandatory duty and is covered under a separate agreement with Portage County.

XVI
EXISTING RIGHTS

The rights of all members of the Union existing at the time of the execution of this contract shall in no way be modified or abrogated and all privileges, benefits and rights enjoyed by the employees in the Union which are not specifically mentioned or abridged in this agreement, are automatically a part of this Agreement.

XVII
NOTICE TO RE-NEGOTIATE AGREEMENT

Either party to this Agreement wishing to alter, amend, or modify this Agreement in any way for the year 1974, shall notify the other party of its wishes in writing at any time up to and including September 30, 1973.

XVIII
CONFIRMATION OF AGREEMENT

It is certified and confirmed by the parties hereto that this Agreement has been approved and confirmed by the Common Council of the City of Stevens Point, Wisconsin, and Stevens Point Firefighters Association, Local 484, AFL-CIO.

IN WITNESS WHEREOF this Agreement has been signed at the City of Stevens Point, Portage County, Wisconsin, this _____ day of _____, 1973.

CITY OF STEVENS POINT:

BY _____, Mayor

BY _____, Clerk

STEVENS POINT FIREFIGHTERS ASSOCIATION, LOCAL 484 AFL-CIO:

BY: _____, President

BY: _____, Secretary

BY: _____
Union Negotiating Committee