

STATE OF WISCONSIN

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

In the Matter of the Petition of the

CITY OF БЕЛОIT

To initiate Final and Binding

Arbitration between Said Petitioner and

INTERNATIONAL ASSOCIATION OF FIRE

FIGHTERS LOCAL NO. 583, AFL-CIO

Case XXVI
No. 18707 MIA-143
Decision No. 13334-A

INTRODUCTION

This is an arbitration proceeding under Wis. Stats. 111.77 (1) and (4) (b) limited to the entire last and final offers. The issues are

- (a) whether the amount of a general wage increase shall be 9.77% as proposed by the City or 10.3% as proposed by the Union.
- (b) whether there shall be new automatic pay progression steps for the Pipeman classification on the 4th and 10th years service anniversaries.

PRELIMINARY MATTERS

Two matters must be dealt with at this point.

First, the Union filed an amended final offer with the arbitrator dated May 21 which was received by him on May 22. However, the City was not given a copy thereof until near the close of the business day of May 27 which was the day before the hearing. The City objected to admission of the amended offer as untimely under ERB 30.15 (3). The arbitrator agrees that the Union did not meet the requirements for filing an amended offer and that offer is not recognized as being properly within these proceedings.

Second, on December 9, 1975, the City wrote the Arbitrator a letter stating that certain of its exhibits introduced at the hearing contained errors and enclosed corrected substitutes therefor. In response, the arbitrator wrote the City that, in the absence of Union consent, the substitute exhibits could be accepted only in a reopened hearing. The Union then wrote the Arbitrator that the City's substitute exhibits were still in error. Finally, on December 23, 1975 the City withdrew its motion to have the substitute exhibits received.

But the matter is not that simple. The difficulty is that, with the corrected data on hand, the arbitrator is presumably expected to disregard it and base a decision on the admittedly incorrect data. That flies in the face of all reason.

While it may be in excess of his powers, the arbitrator will, on his own motion, adopt the corrected data confident that the parties, the Commission, and the courts (if brought in) will agree that the most unusual circumstances here leave him no other alternative.

For the use of the Commission, the relevant correspondence on this point is attached as Exhibit A.

DECISION

Here the City documented its 9.77% proposal with a survey of the Fire Fighter rate of nine comparable Wisconsin cities such as Racine, Janesville and Kenosha, among others (City Exhibit 9). This survey showed that with the City's 9.77% offer, its rates would be fourth highest among the other nine cities in the survey. Thus, there would be three cities higher than Beloit but six cities lower.

In the Arbitrator's view, this warrants selecting the City's 9.77% general increase over the Union's 10.3% figure.

The Union's 5% Mid-Year Proposal

The City's survey above referred to was of 1975 rates.

The above conclusion on the general increase issue itself dictates a rejection of this Union proposal.

The Union's Proposed Additional 4th and 10th Year Automatic Progression Steps.

Presently the automatic progression schedule is at the 1st, 2nd, 3rd, and 5th years. To this schedule the Union would add 4th and 10th year steps.

However, neither at the hearing nor in its brief did the Union support this proposal with any rationale.

Accordingly, this Union proposal is rejected.

CONCLUSION

On the basis of the foregoing, the Arbitrator selects the City's offer.

Issued at Wauwatosa, Wisconsin this 9th day of January, 1976.

John L. Waddleton /s/
Arbitrator

EXHIBIT H



WISCONSIN

53511

GATEWAY TO WISCONSIN

December 9, 1975

John L. Waddleton
Attorney-At-Law
8136 Milwaukee Avenue
Wauwatosa, Wisconsin 53213

Re: City of Beloit (Fire Department)
Case XXVI No. 18707 MIA-143

Dear Sir:

This letter is to officially bring to the Arbitrators attention, that an error in City's Exhibit's # 7, 8 and 9, has been brought to the writers attention. These exhibits relate to the "Maximum Monthly Wages at Years of Service" for Firefighters, Lieutenants and Captains in the City's surveyed.

Please be advised that the writer has honestly errored in these exhibits for the City of Beloit. Therefore, we are submitting the "corrected" data on these exhibits, and have underlined the City of Beloit's corrected "Proposed Maximum Monthly Wage", based on the City's proposed wage increase for 1975.

The writer had listed the "annual proposed wage increase" rather than the "proposed maximum monthly wage", for the City of Beloit in these exhibits.

We request that the document submitted be received in evidence, in substitution for exhibits previously submitted.

Copies of the corrected exhibits and this letter are being sent to Mr. LeRoy Waite, President, I.A.F.F., Local #643.

Sincerely,

L. C. Tyler, Jr.
L. C. Tyler, Jr.
Personnel Director

LCT:br

cc: LeRoy Waite, President
Local #643

CAPTAINS

1975 Contract Settlements

Maximum Monthly Wages At Years of Service

| City | Average Work Hrs. | Population | 5 Years | 10 Years | 15 Years | 20 Years | Maximum |
|--------------|----------------------|------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| Racine | 56 | 98,000 | \$1,289.60 | \$1,308.57 | \$1,327.54 | \$1,327.54 | \$1,327.54 |
| Sheboygan | 56 | 50,000 | \$1,199.00 | \$1,228.98 | \$1,258.95 | \$1,288.93 | \$1,288.93 |
| Janesville | 56 | 47,000 | \$1,284.83 | \$1,284.83 | \$1,284.83 | \$1,284.83 | \$1,284.83 |
| Beloit** | 53 | 37,000 | <u>\$1,190.01**</u> | <u>\$1,190.01**</u> | <u>\$1,190.01**</u> | <u>\$1,190.01**</u> | <u>\$1,190.01**</u> |
| Appleton | 56 | 59,000 | \$1,146.39 | \$1,156.39 | \$1,163.06 | \$1,163.06 | \$1,163.06 |
| Eau Claire | 56 | 47,000 | \$1,089.13 | \$1,121.80 | \$1,154.48 | \$1,154.48 | \$1,154.48 |
| Fond du Lac* | 56 | 37,000 | \$1,073.30* | \$1,098.30* | \$1,123.30* | \$1,148.30* | \$1,148.30* |
| Kenosha | 56 | 81,000 | \$1,128.00 | \$1,133.00 | \$1,138.00 | \$1,143.00 | \$1,148.00 |
| Oshkosh | 56 | 54,000 | \$1,049.00 | \$1,055.00 | \$1,061.00 | \$1,069.00 | \$1,077.00 |
| Wausau | 56 | 33,000 | \$ 996.75 | \$1,001.75 | \$1,006.75 | \$1,011.00 | \$1,011.00 |

* Salary Effective 7/1/75

** City's Proposal

LIEUTENANTS

1975 Contract Settlements

Maximum Monthly Wages At Years of Service

| City | Average Work Hrs. | Population | 5 Years | 10 Years | 15 Years | 20 Years | Maximum |
|--------------|----------------------|------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| Racine | 56 | 98,000 | \$1,220.83 | \$1,238.78 | \$1,256.73 | \$1,256.73 | \$1,256.73 |
| Janesville | 56 | 47,000 | \$1,233.17 | \$1,233.17 | \$1,233.17 | \$1,233.17 | \$1,233.17 |
| Sheboygan | 56 | 50,000 | \$1,107.00 | \$1,134.68 | \$1,162.35 | \$1,190.03 | \$1,190.03 |
| Beloit** | 53 | 37,000 | <u>\$1,135.21**</u> | <u>\$1,135.21**</u> | <u>\$1,135.21**</u> | <u>\$1,135.21**</u> | <u>\$1,135.21**</u> |
| Appleton | 56 | 59,000 | \$1,087.82 | \$1,097.82 | \$1,104.49 | \$1,104.49 | \$1,104.49 |
| Fond du Lac* | 56 | 37,000 | \$1,023.30* | \$1,048.30* | \$1,073.30* | \$1,098.30* | \$1,098.30* |
| Kenosha | 56 | 81,000 | \$1,069.00 | \$1,073.00 | \$1,078.00 | \$1,083.00 | \$1,083.00 |
| Oshkosh | 56 | 54,000 | \$1,020.00 | \$1,026.00 | \$1,032.00 | \$1,040.00 | \$1,048.00 |
| Eau Claire | 56 | 47,000 | \$ 986.71 | \$1,016.31 | \$1,045.91 | \$1,045.91 | \$1,045.91 |
| Wausau | 56 | 33,000 | \$ 976.00 | \$ 981.00 | \$ 986.00 | \$ 991.00 | \$ 991.00 |

* Salary Effective 7/1/75

** City's Proposal

FIREFIGHTERS

1975 Contract Settlements

Maximum Monthly Wages At Years of Service

| City | Average Work Hrs. | Population | 5 Years | 10 Years | 15 Years | 20 Years | Maximum |
|--------------|----------------------|------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| Racine | 56 | 98,000 | \$1,097.55 | \$1,113.69 | \$1,129.83 | \$1,129.83 | \$1,129.33 |
| Janesville | 56 | 47,000 | \$1,096.33 | \$1,096.33 | \$1,096.33 | \$1,1096.33 | \$1,096.33 |
| Sheboygan | 56 | 50,000 | \$ 988.00 | \$1,012.70 | \$1,037.40 | \$1,062.10 | \$1,062.10 |
| Fond du Lac* | 56 | 37,000 | \$ 955.79* | \$ 980.79* | \$1,005.79* | \$1,025.79* | \$1,025.79* |
| Appleton | 56 | 59,000 | \$ 997.13 | \$1,007.13 | \$1,013.80 | \$1,013.80 | \$1,013.80 |
| Kenosha | 56 | 81,000 | \$ 994.00 | \$ 998.00 | \$1,003.00 | \$1,008.00 | \$1,013.00 |
| Beloit** | 53 | 37,000 | <u>\$ 975.88**</u> | <u>\$ 975.88**</u> | <u>\$ 975.88**</u> | <u>\$ 975.88**</u> | <u>\$ 975.88**</u> |
| Eau Claire | 56 | 47,000 | \$ 917.31 | \$ 944.83 | \$ 972.35 | \$ 972.35 | \$ 972.35 |
| Oshkosh | 56 | 54,000 | \$ 941.00 | \$ 947.00 | \$ 953.00 | \$ 961.00 | \$ 969.00 |
| Wausau | 56 | 33,000 | \$ 880.00 | \$ 885.00 | \$ 890.00 | \$ 895.00 | \$ 895.00 |

* Salary Effective 7/1/75

** City's Proposal



International Association of Fire Fighters

LOCAL NO. 583

524 PLEASANT STREET

BELOIT, WISCONSIN



December 19, 1975

Mr. John L. Waddleton, Atty.
8136 Milwaukee Avenue
Wauwatosa, Wisconsin 53213

RE: CITY OF BELOIT - FIRE DEPARTMENT
CASE XXVI NO. 18707 MIA-143

Dear Mr. Waddleton:

I have received correspondence from Mr. L. C. Tyler, Jr., Personnel Director for the City of Beloit, dated December 9, 1975, pointing out some mathematical errors in the City's Exhibits #7, #8 and #9. The Fire Fighters Union, Local #583 of the International Association of Fire Fighters objects to the City sending further information to the arbitrator for consideration in the award.

The fire fighters point out the letter dated August 14, 1975, from the arbitrator stating the exchange of Briefs closes the record on this matter.

The fire fighters Brief, Pages #2 and #3 under City Exhibit #7, #8 and #9 point out that those exhibits contained mathematical errors, placing the City's offer much higher than what it really would be.

The fire fighters also point out that the City's new figures sent to the arbitrator are still in error:

City Exhibit #7 -

$9.77\% \times \$410.32$ (1974 Bi-Weekly Wage) = \$40.088
 $\$410.32 + \$40.09 =$ \$450.41 (979.236 = 979.23)
 $\$450.41 \times 2.1741$ (No. Bi-Weekly Pay Periods per month) = \$979.23⁴
(Monthly Salary)

City Exhibit #8 -

$9.77\% \times \$477.31$ (1974 Bi-Weekly Wage) = \$46.63
 $\$477.31 + \$46.63 =$ \$523.94
 $\$523.94 \times 2.1741$ (No. Bi-Weekly Pay Periods per month) = \$1,139.10
(Monthly Salary)

City Exhibit #9 -

$9.77\% \times \$500.35$ (1974 Bi-Weekly Wage) = \$48.88
 $\$500.35 + \$48.88 =$ \$549.23
 $\$549.23 \times 2.1741$ (No. Bi-Weekly Pay Periods per month) = \$1,194.08
(Monthly Salary)

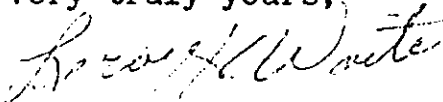
December 19, 1975

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The base pay figures are from the Union Contract Article XVIII, Section I, found on Page #23.

The following is a quote from Neil M. Gundermann's letter dated September 2, 1975: "As a rule, new evidence introduced after the hearing may not be considered by the arbitrator, unless it is of sufficient magnitude to influence the award, in which event the hearing is reconvened. I do not believe the new evidence is of sufficient magnitude to influence the arbitrator's decision and am therefore not requesting that the hearing be reopened, but I am requesting the arbitrator not consider the new evidence contained." (In the City's letter dated December 9, 1975).

Very truly yours,



Leroy H. Waite, Pres.
Local #583/I.A.F.F.

LHW/ckj

cc: L. C. Tyler, Jr. - Personnel Director - City of Beloit -
220 West Grand Avenue - Beloit, Wisconsin (53511)

CITY OF **BELOIT**, WISCONSIN



53511

GATEWAY TO WISCONSIN

Dec. 23, 1975

*Rec'd 12/24/75
Certified Mail*

John Waddleton, Attorney
8136 Milwaukee Avenue
Wauwatosa, Wis. 53213

Re: City of Beloit
Case XXVI No. 18707 MIA-143

Dear Mr. Waddleton,

The City withdraws its "request to correct certain exhibits, previously accepted into evidence", pursuant to the objections to said corrections as stated in correspondence from Local #583 I.A.F.F., dated December 19, 1975.

Sincerely,

L. C. Tyler, Jr.
Personnel Director

LCT:br

cc: LeRoy Waite, President
I.A.F.F. Local #583
Neil Gundermann



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