

AWARD IN ARBITRATION

In the Matter of  
Final and Binding Arbitration  
Between

FIRE FIGHTERS LOCAL 311, IAFF

WERC Case XLII No. 19801  
MIA-177 Decision No. 14176-A

and

CITY OF MADISON

HEARING. A hearing on the above entitled matter was held on February 16, 1976, beginning at 10:00 a.m. at the City of Madison Fire Administration Building, 325 W. Johnson St., Madison, Wisconsin.

APPEARANCES.

For the Union:

ED DURKIN, Vice President, International Association of Fire Fighters

For the City:

TIM JEFFREY, Director of Labor Relations

GENE DUSHACK, Deputy Comptroller

Dennis Tweedale, Risk Manager

THE OFFERS. This arbitration proceedings held pursuant to Section 111.77(3)(b) of the Municipal Employment Relations Act of the Wisconsin Statutes. The proceedings were carried forward under Form 2, which calls for acceptance of the last best offers in their entirety. The arbitrator was appointed by the Wisconsin Employment Relations Commission on December 31, 1976.

Amended final offers by the parties were submitted in a timely manner. The City's amended offer was submitted under date of February 6, 1976. The offer of Local 311 was submitted under date of February 2, 1976. There was, however, a technical correction to be made on the starting dates of pay increases, which correction was made under date of February 12, 1976. The corrected dates on the Union offer were accepted by the parties. The final offers as submitted are appended herewith as Appendices A, B, and C.

The parties had five matters under consideration: wages, health insurance, vacation leave, duration of agreement, and loss or damage. An inspection of their amended final offers reveals that on the matters of health insurance, vacation leave, duration of agreement, and loss or damage, the parties are in agreement and these issues drop out of consideration here. The offers on wage are different. They are repeated here.

ASSOCIATION'S OFFER.

Wage: The base salary of the Fire Fighter be increased by 5%, effective the beginning of the contract.

The present 10% differential be maintained between ranges up through the rank of Lieutenant, and the present 10% differential be maintained between the rank of Lieutenant and Captain.

That an additional 2% be added to the base salary on July 1, 1976 with the differential between ranks maintained.

That an additional 2% be added to the base salary on October 1, 1976 with the differential between ranks maintained.

CITY'S OFFER.

Wage: Five (5) percent increase in the 1975 base wage effective December 14, 1975, and an additional two (2) percent increase on the 1975 base wage effective July 4, 1976, for the position classifications of Fire Fighter, Lieutenant and Captain.

General Comments. Madison is a city of 168,621 population. The bargaining unit involved includes 192 persons in the rank of Fire Fighter, 52 persons in the rank of Fire Lieutenant, 2 persons titled Fire Mechanics, and 15 Fire Captains. In the hearing comparisons were made between the City of Madison and the cities of Wauwatosa, Milwaukee, West Allis, Racine, Kenosha, and Green Bay. In these other cities there is an additional rank of Driver and/or Motor Pump Operation which classifications are absent in the Madison system.

APPLICABLE WISCONSIN STATUTES. This is a proceeding under Section 111.77 of the Wisconsin Statutes, covering settlement of disputes in collective bargaining units involving law enforcement personnel and firefighters. In subsection (6) of this section the following admonition is given to the arbitrator:

"(6) In reaching a decision the arbitrator shall give weight to the following factors

- (a) The lawful authority of the employer
- (b) Stipulation of the parties
- (c) The interests and welfare of the public and the financial ability of the unit of government to meet these costs
- (d) Comparison of the wages, hours and conditions of employment of the employes involved in the arbitration proceeding with the wages, hours and conditions of employment of other employes performing similar services and with other employes generally:
  - 1. In public employment in comparable communities
  - 2. In private employment in comparable communities
- (e) The average consumer prices for goods and services, commonly known as the cost of living
- (f) The overall compensation presently received by the employes, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received
- (g) Changes in any of the foregoing circumstances during the pending of the arbitration proceedings
- (h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment."

The offers will be considered under the foregoing topics.

I. The lawful authority of the employer. There was no legal bar shown for the employer not to pay compensation under either of the proposals.

II. Stipulations of the parties. No major stipulations were made by the parties other than to agree that the matters of health insurance, vacation leave, duration of agreement, and loss or damage as contained in the amended offers were agreed to.

III. The interests and welfare of the public and financial ability of the unit of government to meet these costs.

A. Costs Related to Ability to Pay - The public interest in the City of Madison requires adequately paid professional fire-fighters.

Concerning the costs, there is no claim on the part of the City of Madison that it can not meet the obligations that would be imposed on it under either proposal. There is a claim, however, that taxpayers are concerned with the rising cost of government.

Information on the costs of the proposals differ.

B. Costs According to the Union - The Union in its Exhibit 2 presented a calculation that the City was paying members of the bargaining unit \$147,883 per payroll period. It arrived at this calculation by multiplying the amount of \$1478.83 by 100. \$1478.83 was the amount the City gave the Union for payroll deduction of dues for Local 311 in pay period 3 and this amount is 1% of the payroll. The Union then supplied this table:

<u>RATE INCREASE COST TO CITY</u>	
Bargaining Unit, Present Payroll	
One pay period	\$147,883.00
Initial Increase -5%	<u>\$ 7,394.15</u>
	\$155,277.15
July 4 Increase -2%	<u>3,105.54</u>
	\$158,382.69
October 3 Increase -2%	\$ 3,167.65
Bargaining Unit, Payroll Increase	
Oct. 3 to Dec. 25 (6 pay periods)	\$ 19,005.90

C. Costs According to the City - The City, in its Brief provided this table:

<u>Item</u>	<u>1975 Total City Cost</u>	<u>City Final Offer Cost Increase</u>	<u>Local 311 Final Offer Cost Increase</u>
Wage	\$3,723,500	\$219,687	\$238,304
College Incentive	369,744	21,815	23,664
Longevity	238,304	14,060	15,251
Retirement	905,432	55,720	60,443
Accidental Death Policy	10,395	613	665
Income Protection	5,958	352	381
Life Insurance	10,798	615	667
Health Insurance	<u>120,290</u>	<u>72,376</u>	<u>72,376</u>
	\$5,384,421	\$385,238	\$411,751

The City states that this table shows that the Union's offer would cost \$26,513 over the City's final offer. Thus between the Union estimate of the cost of \$19,005.90 and the City estimate of \$26,513 there is a difference of \$7,517.10.

When the matter of wages alone is considered, the City's estimated cost of increased wages under the Union's offer is \$18,617 which is comparable to the Union's estimate of cost for this item alone of \$19,005.90.

D. Union's Position on Cost Related to Ability to Pay - The Union made certain statements in its Brief, one of which was that it should have added to its cost for wages alone, an additional 8% on \$19,005.90 for retirement cost which would bring its figure of cost to \$20,500.

It disagrees with the City's method of reckoning the cost for Wisconsin Retirement Fund by adding a 0.9% increase (equal to \$76) per employee, which the Union says the City was ordered to pay by the State to catch up. The Union says this is an untrue normal increase.

The Union disputes the City's method of comparing the gross cost of 11.9% in 1976 to a base wage in 1975.

The Union states that of the about \$20,000 additional wage cost to the City, the City will recover about \$9,000 because the Agreement under the old terms will extend over 27 pay periods instead of 26, one extra period being under lower rates and this will save the City \$9,000.

E. City's Position on Costs Related to Ability to Pay - The City does not plead inability to pay, but that the taxpayers of the City of Madison are concerned about the rising costs of government and the City has expressed this concern to all other Unions and they were responsive to this concern. The City notes that the population of Madison has declined 2.7% in the 1970 - 1974 period and says the decline may be due to high taxes.

F. Discussion of Ability to Pay - In considering overall costs and ability to pay, the arbitrator believes that the table presented by the City in its Brief, which table has been set forth above, is an accurate statement of the overall costs of the settlement. In comparing the costs in this table and the costs reported to the Board of Estimates, the arbitrator notes that the report to the Board of Estimates does not include the substantial sum for retirement, which sum is a legitimate figure to include since it is tied to wage benefits. The City also acknowledges that it is paying more for police service in its overall package, although it gave only the selected cases of Police Officers and Fire Fighters with ten years of service.

The arbitrator believes that the total additional cost to the City of \$18,617 for wages alone and \$26,513 for a total package as reflected in the City's table is accurate. The total package represents 0.05% of a total city budget of \$9,197,420, exclusive of the library; 0.13% of the city tax levy of \$20,000,250 and 0.35% of the fire department budget of \$7,515,920.

The total increased cost for the City if it accepted the Fire Fighters' offer would constitute the sum of \$411,751. This cost however includes fringe benefits which are attached to wage costs. The total amount of \$411,751 of the Fire Fighters' offer is 0.83% of the total city budget and 5.47% of the fire department budget. The City's offer of \$385,238 is 0.78% of the total city budget and 5.12% of the department budget.

In view of substantial surpluses generated in the budgets of 1974 and 1975, the arbitrator believes that the City can meet this cost of the Fire Fighters' offer. There is a contingent fund of \$450,000 in the City's budget for 1976.

IV. Comparison of wages, hours and conditions of employment. Of principal significance in this proceedings is the comparison of the wages, hours and conditions of employment of other employees performing similar services and other employees generally. The matter of comparison of wages in public employment will be considered first.

A. Comparison of Wages, Hours and Conditions in Public Employment in Comparable Communities -

Wages. The Union introduced an Exhibit 9 which showed what it states is the 1975 average wage of First Class Fire Fighters per month (in the cities named). This exhibit reduces to this table:

Milwaukee	\$1182
Racine	1031
Kenosha	988
Green Bay	979
West Allis	1116
Wauwatosa	1108
Madison	1039

The Union states that the Madison rate is \$28 less than the average of the above which is said to be \$1067.

For 1976 the Union supplied Exhibit 10 which reduces to the following table:

<u>City</u>	<u>Monthly Rate</u>
Milwaukee	\$1289
Racine (as of 1/1/76 plus cost of living during 1976)	1109
Kenosha	1077
Green Bay	1033
West Allis (proposed by City, rejected by Union)	1203
Wauwatosa (proposed by City, rejected by Union)	1197
Madison (City proposed full 7% rate)	1112
Madison (Union proposed full rate)	1135
Average (will go higher with Racine settlement)	1151

The Union states that the Madison City proposal will be \$39 less than the average.

The Union also supplied an exhibit showing pertinent increases "Actual and Rate". This exhibit reduces to the following table:

<u>City</u>	<u>Terms</u>	<u>Percent</u>
Milwaukee	Actual and Rate	9
Racine	Actual Rate will be higher	7.5
Kenosha	Actual and Rate	9
Green Bay	Actual and Rate	5.5
West Allis	Actual and Rate, offered and rejected by Union	7.8
Wauwatosa	Actual and Rate	8
Madison	Actual for 1976, City offer	5.88
	City's rate	7
	Actual for 1976, Union	6.4
	Union rate request	9
Average		7.8

The City, in its Exhibit 9 reported the following rates for Fire Fighters in the respective cities:

Milwaukee	\$1183
Racine	1031
Green Bay	980
Kenosha	988
West Allis	1107
Wauwatosa	1109

These are comparable to the Union report on rates, though not exactly so.

It will be seen that Madison occupied the median post in wage rates for Fire Fighters in 1975, and may drop below that in 1976 when the City of Racine cost of living feature is operative. However, the cities in a higher rate all are influenced by the high-rate characteristics of the Milwaukee metropolitan area.

Wage Comparison with Police Officers. The City supplied two exhibits relating Madison Police Officers and Madison Fire Fighters. The first table deals with maximum monthly base wage and is as follows:

<u>MPPOA 1976 Contract</u>	<u>December 14, 1975</u>	<u>July 4, 1976</u>
Police Officer	\$1,093	\$1,114

<u>City Offer</u>	<u>December 14, 1975</u>	<u>July 4, 1976</u>
Fire Fighter	\$1,091	\$1,112
<u>Local 311 Offer</u>	<u>December 14, 1975</u>	<u>July 4, 1976</u>
Fire Fighter	\$1,091	\$1,113
		<u>October 3, 1976</u>
		\$1,135

City Exhibit 7 compares the maximum monthly base wage for Fire Fighters and Police Officers from 1970 to 1976:

<u>Year</u>	<u>Fire Fighter</u>	<u>Police Officer</u>
1970	\$788	\$790
1971	831	833
1972	877	879
1973	916	918
1974	962	964
1975	1039	1041
1976 City Offer	1112	1114
1976 Local 311 Offer	1135	1114

The City supplied two exhibits, No. 3 and 4, which compare monthly base wage rates. These are condensed here.

CITY FINAL OFFER FOR 1976 - Monthly Base Wage Rate

<u>Position</u>	<u>Effective Start</u>	<u>12/14/75 Max. 42 Mo.</u>	<u>Effective Start</u>	<u>7/4/76 Max. 42 Mo.</u>
Fire Fighter	\$ 960	\$1,091	\$ 978	\$1,112
Fire Lieutenant, Fire Mechanic	1,041	1,200	1,061	1,223
Fire Captain	1,139	1,319	1,161	1,344

COMPARISON OF CITY FINAL OFFER WITH FINAL OFFER OF LOCAL 311  
Maximum Monthly Base Wage

<u>City Offer</u>	<u>December 14, 1975</u>	<u>July 4, 1976</u>
Fire Fighter	\$1,091	\$1,112
Fire Lieutenant, Fire Mechanic	1,200	1,223
Fire Captain	1,319	1,344

  

<u>Local 311 Offer</u>	<u>December 14, 1975</u>	<u>July 4, 1976</u>	<u>October 3, 1976</u>
Fire Fighter	\$1,091	\$1,113	\$1,135
Fire Lieutenant, Fire Mechanic	1,200	1,224	1,248
Fire Captain	1,319	1,345	1,372

The City also provided an exhibit which compares the 1975 base monthly wage for Fire Fighters and Police Officers in certain communities. This table is as follows:

<u>City</u>	<u>Fire Fighter</u>	<u>Police Officer</u>	<u>Wage Differential</u>
Milwaukee	\$1183	\$1205	\$-22
Racine	1031	1066	-35
Green Bay	980	1033	-23
Kenosha	988	988	0
West Allis	1107	1116	-9
Madison	1039	1041	-2

The City supplied Exhibit 5 deals with salary settlements of other City employee unions. This table showed that the effective wage increase for AFSCME Local 60 with 535 employees was 6.0%, and Public Works Local 236 with 269 employees also had an increase of 6.0%, along with the Association

of Madison Fire Supervisors with 11 employees and the Association of Madison Police Supervisors with 27 employees. The settlement for the Madison Professional Police Officer's Association with 268 members was 5.9%. The City's final offer for the Fire Fighters amounts to 5.9%. Local 311's final offer amounts to 6.4%.

The persons budgeted and represented by Local 311 include 1972 Fire Fighters, 52 Fire Lieutenants, 2 Fire Mechanics, and 15 Fire Captains.

Comparison of Hourly Rates. The City Exhibits 13 and 14 made certain calculations which it asserts compare hourly rates for Fire Fighters developed from the maximum base wages in 1975. A condensed schedule is shown:

<u>City</u>	<u>Maximum Monthly Base Wage</u>	<u>Hours Worked Per Week</u>	<u>Hourly Rate</u>
Milwaukee	\$1,183	52.3	\$5.22
Wauwatosa	1,109	56	4.57
West Allis	1,107	56	4.56
Racine	1,031	56	4.25
Kenosha	988	56	4.07
Green Bay	980	56	4.04
Average	\$1,066		\$4.45
Madison	1,039	48	5.00

From information known as of February 11, 1976, the City made this table for hours worked per week and hourly rates for Fire Fighters based on maximum monthly base wages:

<u>City</u>	<u>1976 Max. Mo. Base Wage</u>	<u>Hours Worked Per Week</u>	<u>Hourly Rate</u>
Milwaukee	\$1,289	52.3	\$5.69
Kenosha	1,077	56	4.44
Green Bay	1,034	56	4.26
Average	\$1,133		\$4.80
Madison	\$1,112	48	\$5.35

B. Union's Position on Basic Wages - The Union's position is that the City's offer is inadequate for several reasons. The Union says that the exhibits of both parties show that the Madison Fire Fighters in 1975 were at least \$27 or \$28 behind the average of the cities used as a comparison. If the City's offer for 1976 is accepted, the Madison Fire Fighters will drop behind still further. Only if the Union proposal is accepted will the gap begin to be reduced and that only after October, 1976.

Concerning the City's arguments that hourly pay should be considered as a significant method of judging compensation, the Union first notes that it is not hourly pay rates which provide basic sustenance, but the monthly rates and pay, and in this the Madison Fire Fighters are below the average.

Further if hourly rates are considered, the Fire Fighters receive \$1.25 less per hour than the Madison Police. Further the Fire Fighters hourly rate is well below the average rate in Dane county which was said to be \$6.01 in Januray 1976.

Also in other bargaining units of Fire Fighters there is the category of the Driver which brings extra pay for 24% of the members at the rate of a \$28 average per month. This is not available to the Madison Fire Fighter.

The Union notes that the "bench mark" Fire Fighter is getting \$177 per month less than his Milwaukee counterpart, and this is not defensible.

Noting that Madison Fire Fighters were \$28 behind the average in 1975, and would fall behind \$39 in 1976, the Union's proposal is necessary but even then Madison Fire Fighters would be behind \$16.

The Union notes that dealing with wage and benefit formulae is a complicated matter. If emphasis is placed on longevity and incentive education, then it will appear that Madison is at the top. If benefits as health insurance and operating vehicles are included, Madison is at the bottom. Therefore one should consider the bench mark Fire Fighters compensation as the main ingredient, and on this basis, Madison Fire Fighters need to be boosted to get to the level of their counterparts.

The Union notes that the City did not speak much about parity between the Fire Fighters and the Police, but now is stressing it. The Union also notes that it has a special law covering its bargaining procedures which give it a better position to urge its proposals and it should not be bound by settlements given to employee organizations who bargain from a weaker position.

C. City Positions on Base Wage - The City makes two main points about its offer. It states that the offer is fair and equitable and that it is consistent with the 1976 contract settlements reached with all of the other five City unions. The City lays considerable stress about its offer being considered in light of the 1976 salary settlements with other City employee unions. It states that the other City unions accepted an offer similar to that which the Fire Fighters have been offered and to accept the Fire Fighters offer would disrupt internal salary relations which have existed historically among the Unions. The City cites the opinions of several arbitrators in Wisconsin to this effect.

The City is especially concerned about relationships between settlements given the Police Officers and settlements for the Fire Fighters. It notes that up until 1969 there was parity in the salary relationship between the two groups, but thereafter there was a \$2.00 differential in favor of the Police Officers and the current City offer proposes to keep this relationship which has existed between the two groups. It states that this wage differential is less than the wage differential existing between similar groups on the other cities of comparison. To accept the final offer of the Fire Fighters would have an unsettling effect in Madison and throughout the state of Wisconsin.

C. Discussion - The comparisons made by the parties produce certain central concepts. One of these is whether internal consistency of a settlement is to be preferred over consistency between bargaining units in other communities. Another concept concerns whether hourly rates or monthly rates should be considered when comparing base wages.

Dealing with the matter of comparing hourly rates between Fire Fighters in various jurisdictions, this is a valid comparison. Under this comparison, Madison Fire Fighters have been in a favorable position. However, a more weighty factor is comparison of monthly base wages, and in this Madison Fire Fighters are not in such a favorable position as compared to the cluster of cities around Milwaukee. If monthly base wages alone were to be considered, the Fire Fighters' offer would be more justified. However, this too must be offset by what total benefits the employees receive. As will be shown later, when wages and total benefits are considered, Madison Fire Fighters have a compensation comparable to Fire Fighters in other jurisdictions.



The key question, then, is should the historic patterns of internal relationships on base wages shown by the City to exist between the Fire Fighters and the Police Officers, and in the basic pattern of settlements between the various organized employees be broken? The arbitrator is of the opinion that the public interest would be best served by maintaining the historic relationships on wage settlements inside the City employment. The Fire Fighters are at near parity with Police Officers which this arbitrator considers a most important factor in establishing equitable wage relationships.

It is difficult to compare employees in the Fire Service with any other type of employees public or private except other employees in public safety. The hours of the two main categories of public employees in public safety, namely Police Officers and Fire Fighters are disparate, their shifts are disparate, and much of their work is disparate except for the element of hazard. Nevertheless it has been an historic pattern for local governments to attempt to compensate them at nearly the same levels. Since other measures of comparison of work are absent, this must serve as the best practical standard which has yet emerged. Since the City's offer maintains the historical relationships and also maintains a relationship close to what other city employees received, the weight of the argument lies with the City in its offer.

V. Comparison of private employment in comparable communities. The Union alone offered comparison with wages in private industry. Its Exhibit No. 11 cited the Wisconsin Department of Industry, Labor and Human Relations Employment Review, January 1976, which showed that the average weekly earnings of production workers in Dane County was \$245.19 for December, 1975, and \$6.01 hourly average.

The City contends that the comparison of Fire Fighters with Dane County production workers is misleading because it includes all premium pay such as overtime, shift differential and so on. The City states that for a more accurate comparison, the gross hourly rate for a Madison Fire Fighter, including base pay and all additional premium pay such as longevity, educational incentive, overtime, etc. should be considered. When this is done, the average gross hourly rate for a Madison Fire Fighter in 1975 was \$6.58 per hour, or 9.5% higher than the 1975 average hourly earnings for a production worker in Dane County.

The arbitrator has noted in a previous discussion the difficulty of comparing Fire Fighters with any category of employment in private service; but notes that as far as hourly earnings are concerned the Fire Fighters of Madison are below the production worker in average earnings. However, it is impossible also to compare benefits and other conditions.

VI. Consumer prices and the cost of living. The matter of consumer prices and the Consumer Price Index of the Bureau of Labor Statistics must now be considered. The CPI is familiarly thought of as "cost of living", although the two concepts are not synonymous. Both parties supplied exhibits dealing with the Consumer Price Index for the preceding year (Union Exhibits 13 and 14 and City Exhibit 11) These exhibits showed that the December, 1975 CPI was 166.3, that the annual average for 1975 was 161.2 and the percent change of the 1974 average to 1975 was 9.1%. City Exhibit 11 showed that the percentage increase in January, 1975 over the previous January was 11.7% and the percentage increase in December, 1975 over the previous December was 7.0%, thus showing a slowing of the index rise. The percent change between November, 1975 and December, 1975 was 0.4%, or a projected annual rate of 4.8%.

The January, 1976 index, recently reported, was 167.6, a rise of 0.78% above the previous month or a projected annual rise of 9.4%.

<u>Year</u>	<u>1967</u>	<u>1968</u>	<u>1969</u>	<u>1970</u>	<u>1971</u>	<u>1972</u>	<u>1973</u>	<u>1974</u>	<u>1975</u>
3 1/2 Year									
Fire Fighter	592	620	728	788	831	887	916	962	1039
Average									
Annual CPI	100	104.2	109.8	116.3	121.3	125.3	133.1	147.7	161.2
Real Spendable									
Earnings	592	595	663	678	685	700	688	651	645

The City in its Brief provided a table of Real Spendable Earnings for various categories of employment. These were Mining, Contract, Construction, Manufacturing, Transportation and Public Utilities, Wholesale and Retail Trade, Finance, Insurance and Real Estate, and Service, and assumed that the average earnings of employees in these sectors was the same as that of Fire Fighters of Madison in 1967, which was \$592 per month. The City then gave an estimate of real spendable earnings in 1975 which was as follows:

Mining	670
Contract Construction	543
Manufacturing	628
Transportation and Public Utilities	666
Wholesale and Retail Trade	616
Finance, Insurance and Real Estate	591
Services	644

The City states that the average of these was 632 and Madison Fire Fighters 645.

A. Union's Position on Cost of Living - The Union states that it wanted a salary package that would reflect the rise in the cost of living during the year, and it wanted to catch up on some of the spendable earnings it lost since 1972. The Union states that it had pressed for a Cost of Living formula as found in many contracts, but did not believe an arbitrator would rule in favor of it if it were not found in any other contract and so it proposed the three step adjustment with an additional 2% in October to compensate for the amount the cost of living will increase.

The Union notes that it has experienced a drop in real spendable income and asserts that the City's Exhibit 10 shows the same type of drop. The Union states that the City's offer is not generous in the face of 9.1% average increase in 1975 of the CPI over 1974, and the average increase of 7% from December 1974 to December 1975. Under the offers the Fire Fighters will not catch up until July over last year's increase and will be behind for any 1976 increase which will certainly occur. The additional 2% as a cost of living increase is justified on its own merits for catching up and staying even.

B. City's Position on the Cost of Living - The City argues from its two exhibits that the pay of Madison Fire Fighters has considerably exceeded the rise in the Consumer Price Index and that when real spendable earnings of the Fire Fighters from 1967 to 1975 are compared, the Fire Fighters comparative economic situation is better than that experienced in the private sector during this time.

C. Discussion - From the submitted it is evident that over the long run the wage rate of the Madison Fire Fighters has exceeded the rise in the Consumer Price Index, but in recent years it is tending to lag. The City's offer would mean that the wages in 1976 will catch up with the average increase of the CPI over 1975 by July of 1976. Any increase in the Consumer Price Index in 1976 would not be reflected.

Until the introduction of the wage scale which includes a formula on the cost of living, it has been customary for wage settlements to attempt to reflect the rise in the CPI in the year after the rise occurs. Thus the City's offer is not out of line except for the

six month's lag. In view of no other feature appearing in any of the other Madison agreements between the City and the other unions in which there is an attempt to recognize the rise in the cost of living in 1976, the arbitrator is reluctant to break the pattern here. Something in between the City's pattern and the Union's offer would be more desirable, but the arbitrator is limited to accepting final offers in entirety, and therefore believes that the City's offer is more desirable for the internal affairs of the City.

VII. Overall compensation. The matters of overall compensation including vacations, holidays, insurance and pensions, and health benefits, and other benefits must now be considered. The Union submitted an Exhibit No. 17 which concerned the total benefit increase for Fire Fighters First Class. The table was as follows:

<u>Item</u>	<u>1975</u>	<u>1976</u>
Salary	\$1039.00	\$1105.18
Health Insurance	44.81	71.84
Retirement	73.12	88.40
Life Insurance	1.42	1.42
AD&D Policy	2.83	3.00
Income Protection	1.67	1.75
Total Cash Increase	\$98.74	
Total Percent Increase	8.41%	

It stated that there was a 60% increase in Health Insurance with no new benefit to the members. The increase to the Fire Fighter for health insurance payment of \$9.01 per month reduces the total percent increase to 7.65%.

The City produces a different chart, Exhibit 12. This exhibit was the City's Final Offer, a total package cost increase for a Fire Fighter with 10 years service. The table is as follows:

<u>Item</u>	<u>1975</u>	<u>1976 City Final Offer</u> (1)	<u>Increase</u>
Annual Base Wage	\$12,467	\$13,203	\$736
Longevity (6%)	748	792	44
Educational Incentive (9%)	1,122	1,188	66
City Retirement Contribution	2,998	3,310	313 (2)
City Family Health Insurance Contr.	538	862	324
Total Cash Benefit Increase		\$ 747	
Total Wage Increase		736	
Total Wage Plus Cash Benefit Increases		1,482	

Footnotes: (1) City Final Offer: 5.0% on 12-14-75; 2.0% on 7-4-76; and Base Increase of 7.0%.

(2) The \$313 increase includes \$76 for a .9% increase in the Wisconsin Retirement Fund employer contribution rate. The remaining \$237 is attributed to the proposed 1976 wage adjustment.

The City in commenting on this table said that its total wage plus case benefit increase for the City's final offer represents an 11.9% increase over the 1975 base wage, and the total package cost includes a 5.9% wage increase and a 6% increase in cash benefits.

Form a comparison of the two exhibits it can be seen that they recite substantially different items as entering into the matter of total benefits.

A. Education Incentive - During the hearing on the subject of the overall costs to the City of Madison for fire service, the matter of "Education Incentive" was brought under consideration. The City of Madison has an education incentive plan for Fire Fighters which is based on "points" achieved. These points are equal to one semester hour of credit in higher education, but also include other

methods of getting points. There is a scale of additional pay in which a percentage of the base pay is related to the number of points achieved. The scale runs from \$5 for 15 points to \$225 for a Master of Arts degree. According to the calculations of the City as to the projected cost of educational incentive under either plan, the cost would come to about 90% of the wage increase. The City also supplied Exhibit 16 which was a table of comparative salaries in 1976 at selected years from hire to maximum by five year intervals. The cities of Madison, Wauwatosa, Milwaukee, West Allis, Racine, Kenosha, and Green Bay were listed. The monthly salary figures included longevity pay and an average of educational incentive up through 25 years of service. At five years Madison was second highest. From 10 years through 25 years and on to maximum, Madison was listed as highest in pay.

B. The Union Position on Education Incentive - The Union is critical of the City's use of Education Incentive pay in calculating cost to the City. It states that when the City uses incentive pay to determine pay for the Fire Fighters it is breaking a moral commitment made to the Union membership in previous times. The Union submitted as Union Exhibit 19 a letter to the arbitrator from Mr. Otto Festge, former Mayor of the City of Madison who was in office at the time that the "Incentive Pay Plan" for the Police and Fire Departments was promulgated.

In his letter of February 10, 1976, Mr. Festge briefly stated that nature of the plan, which was to give incremental salary increases commensurate with additional education. He said,

"It was my understanding at that time that the Incentive Pay Plan would be in addition to any salary and wage benefits which would be negotiated from year to year through the normal collective bargaining process. It was not to be considered a part of the total wage package in making comparisons with other police and fire departments within the State of Wisconsin or within the nation, since Incentive Pay Plans are not a normal practice among all the police and fire departments.

"Any effort to include The Incentive Pay Plan in the total wage and benefit program, when comparing the total package to police and fire departments which do not have similar incentive pay plans, would, of course, defeat the purpose for which the program was established. The purpose, as mentioned earlier, was to upgrade and professionalize these two important city departments."

The Union states that one purpose of the plan, among others, was to keep well qualified and experienced employees on the front line instead of having them move to positions which pay more but which do not serve the public directly. The Union holds that to now include Education Incentive in calculating the cost of fire service is the breaking of a City commitment.

As to the economics of the Incentive Education Plan for Madison Fire Fighters, the Union states that the City is comparing apples to oranges when it tries to compare the Madison plan to other cities. The Madison plan is an incentive plan as well as an educational plan, and other cities have only an education plan. The Union notes that the Madison plan is a plan of ten full pages as compared to brief references in other contracts.

A further critical factor according to the Union is that for an individual to qualify he has to complete an annual in-service training program and pass annual in-service training examinations. It asserts that no other Fire Fighters have to meet these requirements and some Madison Fire Fighters have lost years of eligibility. In other cities, once the pay level is reached, it stays there. Thus Madison people receive something extra for their fire service.

tion of Fire Fighter benefits in Exhibit 16. It states that no one is in this category and only one person with a B.A. degree is in the 18% category. Also, though a 9% educational incentive pay puts a 10 year Madison Fire Fighter at the top of the list, if this is eliminated this Fire Fighter becomes fifth. Kenosha Fire Fighters because of a settlement will get 9% in 1976 and 4% plus the cost of living in 1977 and they will be above Madison.

The Union also objects to the fact that the City used a 22% maximum instead of a 9% average to get percentages for other cities.

The Union states that the best comparison can be made by judging how many credits it takes to grant a person the 9%. Using 65 credits as an average for those persons receiving 9%, the benefits received in other cities would be higher than the City calculates.

The Union feels strongly about the City's attempt to use an Incentive Education Plan in its calculation of cost and feels that its a breach of faith, and that there is a lack of comparative material.

C. City Position on Education Incentive - The City holds that it is appropriate to show the total benefits available to Madison Fire Fighters under the matters of longevity and education incentive. In developing its Exhibit 16 which shows Madison Fire Fighters to be enjoying benefits above those of Fire Fighters in the six largest cities of the state, the City points out that it took the known longevity available in each system and then calculated the educational benefits on a basis comparable to those of Madison. It states that Madison Fire Fighters get about 41% of the available benefits of Fire Fighters under the education incentive plan, and it therefore calculated the benefits of Fire Fighters in other cities with educational incentives using the same figure, and making the assumption that they were at about the same level of education as Madison Fire Fighters. The City states that it is necessary to show what benefits are available for career advancement and for longevity.

The City also stated a maximum available for each department and asserted that at the maximum the City of Madison would pay 15% more than the next highest fire department, Wauwatosa. The arbitrator should consider the total costs to the City.

D. Discussion on Education Incentive - The arbitrator finds the discussion on education incentive of considerable interest, but considers it a factor to be weighed along with other matters, particularly those relating to comparisons of wage offers. Because of the uncertainty of actually determining the educational level of Fire Fighters in other service, the arbitrator regards City Exhibit 16 of interest, especially as to the average 9% pay for education incentive, but the exhibit is not completely definitive, except as to the maximum benefits available. Since no Fire Fighter is now enjoying the maximum benefits, the matter is of general interest only.

However, the arbitrator for the record must assert that education incentive can not be barred from future consideration even though there is a Union contention that there was a City agreement not to reckon this in future negotiations. Unless a written evidence of contract is in existence, it would seem that past councils can not bind future city councils in wage negotiations.

E. Longevity - The costs of longevity were used by the City in figuring its over all costs. The Madison system provides for longevity payment as a percentage of base pay and is scaled up to 11% at the 20th year. The City notes that 57% of the members of the local have ten or more years of service and this adds to their level of compensation. The City points out that longevity is calculated on base pay whereas in other cities, it is a fixed amount.

The Union provided an exhibit on longevity in various departments. The Union acknowledges that the longevity program is more favorable than similar programs in other cities, but states that in other items, such as benefits, the City is behind, and therefore the advantages of the longevity program must be cancelled.

F. Discussion on Longevity - The arbitrator agrees that the compensation for longevity as the compensation for education incentive properly belongs in a calculation of the overall costs.

G. Health Insurance - The Union provided an exhibit on health insurance which is given here:

City	Cost of Premium		Increase in 1976		Paid by City	Total Cost	
	1975	1976	City	F.F.		City	F.F.
Milwaukee	96.06	104.12	8.05	0	100%	104.12	0
Racine	65.00	78.19	13.13	0	100%	78.19	0
Kenosha	69.50	89.73	20.23	0	100%	89.73	0
Green Bay	52.00	67.00	14.25	.75	95%	63.65	3.35
West Allis	59.93	83.70	23.77	0	100%	83.70	0
Wauwatosa	70.76	81.30	10.54	0	100%	81.30	0
AVERAGE	68.88	84.01	15.00	.13	99.2	83.44	.56
Madison	59.75	95.70	27.03	9.01	75	71.84	23.94
DIFFERENCE	-9.13	11.78	12.03	8.88	-24.2	-11.60	23.38

H. Union Position on Health Insurance - The Union says that with respect to health insurance, Madison does very poorly compared to other cities. It notes that this is a fringe that equally involves 80% of the members, and it can be compared with other cities. The Union states that its exhibit shows that other Fire Fighters have a \$23.38 advantage over the Madison unit.

The Union notes the history of how the large raise occurred during the recent year when another government unit withdrew from the plan, but it asserts that the City of Madison is using the Union membership to bear the whole burden of the increased costs. In other units, the employer absorbed 100% of the costs. The Union says that not only does the city pay only 75% of the increased premium, but also costs into and deducts from wage settlement their dollar and percentage cost of health insurance.

The Union says that if the City's position is upheld by the arbitrator, then the Union membership will have to absorb the full cost of the insurance through the increase in the members's payment and also the City has charged them with a 2.6% increase for the City's share of the cash benefit increase. The City listed \$324 as the City contribution for health and that is 2.6% of the 6% for cash benefits. The Union does not feel it reasonable to ask the Fire Fighters to absorb out of their real wages health insurance costs that are brought about mostly through rate increases for malpractice suits.

I. The City's Position on Health Insurance - The City notes that the issue of the City's contribution toward health insurance costs was resolved prior to arbitration, but the Union nevertheless addressed this in its exhibits. The City therefore presents the following table:

City	Amount of Employer Cost Increase Per Month for 1976	% Increase in Total 1976 Family Monthly Premium
Madison	\$27.03	60.3%
West Allis	23.77	39.7
Milwaukee	26.98	39.1
Green Bay	16.85	34.6
Kenosha	19.67	28.1
Wauwatosa	10.40	14.7
Racine	9.09	14.6

The City states that this chart shows that Madison had the greatest increase in cost for family health insurance. This cost came as a shock to the City and to organized labor. This issue of health insurance was second only to salary in negotiations for 1976. The City states that in these negotiations it maintained that the substantial increase in health insurance had to be considered in weighing the merits of any adjustment to the base wage. The City states that the increased health cost represented a cost as high as 3.6% for some employees.

The City states that the additional \$324 cost to the City per Fire Fighter for health insurance is a 2.6% increase over the 1975 base wage. The cost to the City for this insurance for the entire bargaining unit will be \$192,666, a rise of \$72,376 over 1975. This can not be ignored.

J. Discussion on Health Insurance - The arbitrator believes that the extraordinary rise in the cost of health insurance is unfortunate for the Fire Fighters and for the City, but believes it must be considered in the overall costs of benefits to the Union even though it represents no actual increase in service available. It is a cost which will be reflected on the budget of the City.

K. The Union's Position on Overall Costs - In addition to the Union's position reported earlier on costs that are included in overall costs, the Union states that based on the City's own figures, the total package for 1976 is only 8.2% over 1975' total package, and this 8.2% includes the 0.9% added for increased retirement required by the state. It also includes the dramatic increase in hospitalization costs of 60% which the Union notes brings no additional benefits to the City or to the employees. Further the City has included the education incentive plan which should not be included.

The Union states that the City did not explain how it justified its share of retirement costs as a cash benefit for the employee when it is not vested in the employee.

The Union protests that the City presented cost figures to the arbitrator which do not compare with information submitted to the Madison Aldermen. The Union states that the City admitted that the cost of police pensions is 25% of payroll compared to the Fire Fighters pension cost of 20.9% and this did not show up in exhibits.

The Union questions also the statistics of the City as to the cost for the Fire Fighters' offer. It states that according to Union exhibit 21, which is a report of the Director of Labor Relations to the Board of Estimates of the City of Madison of February 2, 1976, the Negotiator estimated the total cost of the police package for 268 men to be \$284,842. For 261 members of the Fire Fighters bargaining unit the City estimated \$385,751 for the cost of its offer, and it estimated \$411,751 as the cost of the Fire Fighters' offer. The Union says that this is an attempt to put a greater burden on the arbitrator than on elected officials.

L. The City's Position on Overall Costs. The City supplied a chart in its Brief which stated that for a typical position in a given city employee union, there was a total package cost percentage for 1976 over 1975. It stated in this chart that the Fire Fighter with ten years service got a package cost increase of 11.95 which was higher than for any other typical employee in any other union except that of the police officer, which received a 12.1% package increase. The City says that the police package is slightly higher because of contributions to social security, but this is offset for policemen because they must also contribute to social security.

In support of this contention the City in its Exhibit 12 states that the total wage plus cash benefits increase for Fire Fighters in the typical status is \$1,482. In its Apendices A through A-5 of its Brief, the City states that the total wage plus cash benefit increase is \$1,505 for a Police Officer with ten years of service; \$1,896 for a Police Lieutenant; \$1,187 for Maintainance Worker I; \$1,017 for a Clerk-Typist II; \$1,138 for a Street and Sewer Maintainance Worker I; and \$2,009 for a District Chief.

The City notes that overall benefits for a Fire Fighter are 47% of the base wage, as compared with a Police Officer at 50%, a Street & Sewer Maintenance Worker at 32%, a Public Works Maintenance Worker I at 32%, and a Clerk-Typist II at 33%.

The City states that its overall compensation presents an attractive compensation schedule in that in its last recruitment campaign, conducted in the Spring of 1974, it attracted approximately 563 applicants for 28 positions.

M. Discussion on Overall Costs - In considering overall costs, the matters of longevity, education incentive, retirement and health insurance must be considered. The question is whether the dollars amount of the costs claimed by the City are to be given full weight. The Union states that for various reasons each of the items should not be given the weight the City gives it. With respect to the items of education incentive and longevity, the arbitrator sees no compelling reasons why they should not be given full weight as they constitute a substantial fringe benefit when taken together. With respect to retirement costs, the extra 0.9% which the City has had to pay is a doubtful item. If the item is deducted from the percentage of the package, the package drops to 11.4% which is still high. Health insurance is a more troubling issue, but in light of the fact that a means of dividing the costs was agreed to between the parties, even though no increased benefits appear for increased costs, the arbitrator feels constrained to accept the City's introduction of this item and its cost as costs to be attributed to the cost of the overall package. Thus the arbitrator believes that the City's over-all cost of 11.9% is what the package will cost.

VIII. Other factors. Other factors must now be considered. The Union submitted an exhibit in which it showed that in 1967, 243 persons in the bargaining unit participated in 4757 emergency responses, and in 1975, 274 employees participated in 8565 responses. The City interpreted this to mean that it was a measure of job hazard. The City states that when workmen's compensation rates for Fire Fighters are considered, they are the lowest compared with numerous other types of municipal employees. The arbitrator concludes, however, that the workload of Fire Fighters is increasing though accidents may not be.

GENERAL POSITION OF THE UNION. The general position of the Union has been stated to be the structuring of a salary package reflecting the cost of living; to catch up on spendable earnings lost since 1972, and to put First Class Fire Fighters in Madison back on a par with First Class Fire Fighters in Wisconsin's six other largest cities. The Union states that its final offer does not reach any of its goals, but its additional cost of less than 1/2% is a most reasonable way of solving the problems.

The Union states that the City stressed parity and historical relationships between the Police and Fire employees. Yet the City admits it did not bring the matter up during negotiations. The Union states that the City wants to be free to use this issue when convenient. The Union argues that it is not fair now to hold back a cost of living type adjustment just because the Police were satisfied with their total package, which contains two items not gained by the Fire Fighters. One of these is benefits in promotion, and another which are supplemental wage benefits which gives the police a full day compensation time for Christmas Eve rather than a half day.



The Union protests the repeated delays of the City for arbitration so that it could wait until other settlements were reached and then apply those terms to the Fire Fighters. The Union filed earlier, but the City delayed. The arbitrator therefore should not use parity as an issue against the Fire Fighter.

The Union holds that the benchmark Fire Fighter has fallen below his counterparts in the state, and if the City were compelled to use these settlements alone, it would be in a grossly unreasonable position.

The Union holds that inflation will continue during 1976 and the Union needs a proper adjustment.

GENERAL POSITION OF THE CITY. The City holds that the increasing burden of property taxes has placed restraints on the 1976 negotiated settlements with other unions, and the City has made a final offer to Local 311 consistent with its settlements with other unions. With respect to comparisons with other employees, the City holds that there is no justification to grant greater benefits than those offered by the City. The total compensation of Madison Fire Fighters is superior to that of other city employees and to that enjoyed by Fire Fighters in six large cities of Wisconsin.

With respect to the cost of living, the City is offering an increase of 7% which is equal to the most recent increase in the Consumer Price Index. The real spendable earnings have been better maintained for the Fire Fighters than for those in the private sector of the economy.

The City holds that the substantial benefits received by the Fire Fighters in overall compensation must be considered. The work week and the average hourly rate must be considered, as well as the continuity and stability of employment which is shown in the large number of employees who have ten or more years of service.

The City states that it is making a sincere effort to provide a fair and equitable wage adjustment. It calls attention to the historical salary relationships between Madison Fire Fighters and Madison Police Officers.

DISCUSSION. An overview of the offers indicates that certain general propositions must be considered in determining which of the offers conforms more nearly to the statutory guidelines of comparability. One of these general propositions is comparability with similar employees in other jurisdictions. The wage rate offered the Madison Fire Fighters is not generally comparable with settlements given elsewhere, being lower. Against this must be considered the fringe benefits which are tied to whatever wage offers are given. These are substantial in the case of longevity which is a percentage and in the case of educational benefit which permits considerable advancement. When the overall pattern is considered, the Madison Fire Fighters under the City's offer are in good position, especially as to relation of maximums possible. Hence the matter of the basic percentage increase in wage rate is subordinated to other factors.

Next the matter of internal comparisons, not only with Police (parity) but with other employees, must be considered. With respect to the compensation of Police Officers, the arbitrator was interested to learn that the City said it was not urging parity, but that nevertheless it did urge historical relationships with the police. Historical relationships with police compensation are not identical with parity but similar to it. In the case of the Madison Fire Fighters and Madison Police Officers, there is a condition of wage rates which is near parity. Because it is difficult to compare Fire Fighters with any other type of employee except Police Officers to judge a fair rate of compensation, the arbitrator has observed the relationships between the categories and judges that the City is approaching parity. The City offer seems fair then, especially when considered in light of the rate of settlement with other employee organizations.

The third step proposed by the Union for the ensuing year to anticipate the rise in the Consumer Price Index, which indeed seems indicated, is, however, not similar to the general pattern of settlement reached with employees. This being the case, this arbitrator is reluctant to recommend it for this year.

The cost differential between the two packages is not great, but in view of the general parity that the Fire Fighters appear to have obtained with their police counterparts, in view of the unique feature of the 2% third step to provide a kind of cost of living in the Fire Fighters' Offer, and in view of the fact that the overall compensation of the Madison Fire Fighters still compares favorably with that of other large cities, including those in a larger metropolitan setting, the arbitrator believes that the 1976 agreement between the parties should include the offer of the City of Madison.

AWARD. In the matter of the final and binding arbitration between Madison Fire Fighters Local 311, IAFF, and the City of Madison in the matter of an agreement between the parties for 1976, it is the judgment of the arbitrator that the City's final offer should be embodied in the agreement as representing a fair and equitable offer that most nearly conforms to the guidelines and criteria for consideration under the Municipal Employment Relations Act guidelines.

Frank P. Zeidler /s/

Frank P. Zeidler, Arbitrator

March 25, 1976

THE CITY OF MADISON  
FINAL OFFER AS AMENDED FEBRUARY 6, 1976

In the Matter of the Petition  
of Firefighters Local 311  
For Final and Binding Arbitration

<u>ISSUE</u>	<u>CITY AMENDED FINAL OFFER</u>
1. WAGE:	Five (5) percent increase in the 1975 base wage effective December 14, 1975, and an additional two (2) percent increase in the 1975 base wage effective July 4, 1976, for the position classifications of Firefighter, Lieutenant and Captain.
2. HEALTH INSURANCE:	The City shall pay \$36.91 per month for a single premium coverage (currently the full cost), and \$71.84 per month (currently three-quarters of the full cost) for a family premium coverage for Hospital, Surgical and Medical Insurance during the life of this Agreement.
3. VACATION LEAVE:	A fifth (5th) week of vacation after twenty-two (22) years of service shall be added to the current vacation leave schedule for all members of Local 311.
4. DURATION OF AGREEMENT:	This Agreement shall be effective as of December 14, 1975, and shall remain in full force and effect until the expiration date of December 25, 1976.
5. LOSS OR DAMAGE:	<p>The City agrees that employees shall not be charged for any loss or damage of City-owned property or materials unless negligence is shown.</p> <p>The City agrees that employees will be reimbursed up to a maximum of twenty dollars (\$20.00) for the loss of/or damage of their personal wrist watches while on duty unless negligence is shown.</p>



# FIRE FIGHTERS' LOCAL 311

Affiliated With I. A. of F.F., U.P.F.F. of Wis., Wis. State AFL-CIO and M.F. of L.

MADISON, WISCONSIN

February 2, 1976

Mr. Frank P. Zeidler  
2921 North Second St.  
Milwaukee, Wisconsin

Re: Final Position of FireFighters Local 311  
to arbitrator as amended.

Include all agreed upon contract items during negotiations, plus:

1. The base salary of firefighter be increased by 5%, effective the beginning of the contract.  
The present 10% differential be maintained between ranges up through the rank of Lieutenant, and the present 10% differential be maintained between the rank of Lieutenant and Captain.  
That an additional 2% be added to the base salary on July 1, 1976 with the differential between ranks maintained.  
That an additional 2% be added to the base salary on October 1, 1976 with the differential between ranks maintained.
2. HEALTH INSURANCE: The City shall pay \$36.91 per month for a single premium coverage, (currently the full cost) and \$71.84 per month (currently three-fourths of the full cost) for a family premium coverage for Hospital, Surgical, and Medical Insurance during the life of this Agreement.
3. VACATION LEAVE: A fifth (5th) week of vacation after twenty-two (22) years of service shall be added to the current vacation leave schedule for all members of Local 311.
4. DURATION OF AGREEMENT: This agreement shall be effective as of December 1<sup>st</sup>, 1975 and shall remain in full force and effect until the expiration date of December 25, 1976.
5. LOSS OR DAMAGE: The City agrees that employees shall not be charged for any loss or damage of City-owned property or materials unless negligence is shown.  
The City agrees that employees will be reimbursed up to a maximum of twenty dollars (\$20) for the loss of/or damage of their personal wrist watches while on duty unless negligence is shown.

Respectfully submitted,

*Charles R. Merkle*  
Charles R. Merkle, Pres.  
FireFighters Local 311

# INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

~~1750 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006~~  
~~TELEPHONE NO. (202) 872-8484~~

EDWARD DURKIN — 5TH DISTRICT VICE PRESIDENT  
5606 OLD MIDDLETON ROAD — MADISON, WISCONSIN 53705



William H. McClennan  
President

Frank A. Palumbo  
Secretary-Treasurer

February 12, 1976

Mr. Frank Ziedler  
2921 North Second Street  
Milwaukee, WI

Dear Sir:

Fire Fighters Local 311, with permission of the City of  
Madison Labor Negotiator, Tim Jeffery, amends their Final  
Offer to clear up a technical error.

Rather than the dates of July 1 and October 1 for the starting  
dates of the 2% pay increases, the Union's position is July 4  
and October 3. This is to coincide with the start of pay periods.

Respectfully,

Ed Durkin, Vice President  
IAFF

cc: Tim Jeffery

*Affiliated with:*

AMERICAN FEDERATION OF LABOR AND CONGRESS OF INDUSTRIAL ORGANIZATIONS • CANADIAN LABOUR CONGRESS • NATIONAL FIRE PROTECTION ASSOCIATION