

STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

In the Matter of
CITY OF BROOKFIELD,

and

BROOKFIELD PROFESSIONAL FIREFIGHTERS
ASSOCIATION, LOCAL 2051

For Final and Binding Arbitration
Involving Firefighter Personnel

Case XX
No. 21272
MIA-296
Decision No. 15397-A

DISCUSSION & AWARD

The undersigned arbitrator was appointed by the Wisconsin Employment Relations Commission to issue a final and binding award in the matter pursuant to Section 11.77(4)(b) of the Municipal Employment Relations Act on April 14, 1977.

Appearing for the Association: Brendel, Flanagan & Sendik, by John K. Brendel, counsel.

Appearing for the City: Hayes and Hayes, by Tom E. Hayes, counsel.

A hearing was held in Brookfield, Wisconsin on August 16, 1977; post hearing briefs were finally exchanged on September 14, 1977.

At the outset of the hearing, counsel for the City brought a motion for suppression of the final offer of the Association because of its alleged illegality. The arbitrator withheld ruling upon the motion but agreed that it would be ruled upon at the conclusion of the proceedings. The motion reads as follows:

"The City of Brookfield moves that final offer of the Brookfield Firefighters Association be suppressed as a nullity because it contains two proposals which are not subject to mandatory bargaining. The proposals which it contains and which are not subject to mandatory bargaining are:

"1. The proposal to amend Article XXVIII of the prior agreement between the parties that the term extend from January 1, 1977 until replaced by a succeeding agreement between the parties and may, therefore, extend for more than the maximum of three years permitted by Section 111.70, Wis. Stats.

"2. The proposal relating to Paragraph 2 of Article XVI of the prior agreement between the parties that the City employ a sufficient number of Lieutenants to enable replacement in all cases of an absent Lieutenant by another employee of identical rank.

"Dated at Brookfield, Wisconsin, this 16th day of August, 1977."

In support of his motion, counsel for the City in his post-hearing brief argues as follows:

"The term and staffing proposals of the Association are challenged by the City. The term of the agreement proposed by the Association is from January 1, 1977, until it is succeeded by another agreement. This conceivably could result in a term of more than 3 years. But Section 111.70(3)4, Wis. Stats. prohibits a term beyond 3 years. A proposal which permits a term beyond 3 years is therefore illegal and invalid, and cannot, under any circumstances, be deemed reasonable.

"The staffing proposal of the Association purports to require the City to 'legitimately maintain sufficient number of rank as needed' to replace absent employees with employees of the same rank. This seems to require that the City always have a replacement of identical rank. Conceivably two or more Lieutenants could be ill at the same time. To perform under this requirement the City should have two, three, or four spare Lieutenants to cope with these possibilities even though they are less than probabilities. The Supreme Court has stated in *Beloit Education Assoc. v. WERC*, 73 Wis. (2d) 43 (1975) that it is the prerogative of the City to determine the number of employees it engages to perform its services, for this is primarily a matter of the extent and quality of the fire service the City decides to provide, and while it may be a permissive subject of collective bargaining it is not a mandatory subject. The inclusion of a permissive subject of collective bargaining in a final offer makes the offer invalid, for if it were otherwise, an arbitrator could compel a municipality to assume a responsibility which it cannot be required to carry."

Counsel for the Association in material part replies as follows:

"The City's proposal on the day of the hearing that they wished to challenge legality of the union's last offer on the basis that it may be a contract for more than three (3) years is not only untimely but improper. The proper forum for such a position, if really believed to have any merit, would be to request a declaratory ruling hearing just as was recently done in *Wauwatosa*.
..."

The arbitrator denies the motion of the City for several reasons. He feels that it is untimely and should have been brought before the Commission prior to the issuance of the order appointing the arbitrator. There is also serious doubt as to whether the arbitrator has the jurisdiction and authority to decide the issues raised by the motion at any stage of the proceedings before him. It should also be noted that the motion is directed at a hypothetical result which the arbitrator's final award might have. In sum, the motion is denied.

The final offer of the parties presents a confusion of issues which do not completely match up and from which it is difficult, if not impossible to thoroughly evaluate their individual merits. In addition, it appears that several outstanding issues were agreed upon prior to hearing and others modified in a manner accepted by both parties. At the outset of the hearing, the issues were described by counsel for the Association in his trial brief as follows:

- "1. Base Salary
2. Phraseology - Political Assistance Clause
3. Vacation Selections: Additional Choices
4. Appointment of Equipment Operators
5. Funeral Leave
6. Fair Share Agreement
7. Nightwatch
8. Overtime and Callback
9. Sick Leave
10. Term of Contract"

In his post-hearing brief, counsel for the Association addressed himself to issues described as: "Salary Adjustment, Nightwatch and Driver Premiums, Bereavement, Political and Sick Leave, Staffing Issue, and Term of Agreement". It should be noted that Association counsel confined himself in his post-hearing brief to matters of reply relying upon his trial brief in setting forth his position in full on these and other issues.

The post-hearing brief of the City addresses itself to the following substantive issues: "The Salary Proposals, The Night Watch and Driver Premiums, The Bereavement, Sick Leave and Political Proposals, The Staffing Issues, and The Term of the Agreement".

From the distillation of the testimony and exhibits presented at the hearing as well as the trial brief, the post-hearing briefs and the reply brief, it appears clear that the salary issue and the term of the contract are viewed as the over-riding issues by both parties.

SALARY ISSUE

In support of its position, counsel for the Association in material part argues as follows:

"At the outset, it should be fairly stated that the salary increase requested by the Firefighters and the Lieutenants constitute a substantial increase. The Firefighter is seeking a base salary of \$1,305.00 monthly. The Lieutenant is seeking a base salary of \$1,420.00. This means a \$178.00 raise in the case of a firefighter and a \$215.00 in the case of a Lieutenant. I am relatively certain that during the proceedings the City will stress percents and in fact it does constitute better than a 15% increase based on last year's extremely low salaries.

* * *

"Community Comparison - In exhibit S-1, we have attempted to set forth the top Firefighter salaries for the major metropolitan departments which have been listed in alphabetical order. The 1977 salaries were not yet available. The exhibit clearly shows that our Firefighters have been pushed down to the bottom of the heap when it comes to salary in this general area. The average salary of the 13 communities for its firefighters amounted to \$1,187.21. Our salary in 1976 was \$1,127.00, a deficiency of \$60.21 less than the average of all metropolitan communities. On a yearly basis, this means that the Brookfield Firefighter, on the average, earned \$722.52 less than that same firefighter in other neighboring communities. Such hardly seems just when reviewed in the light of exhibit G-5 in which we previously illustrated that Brookfield is fourth in population, first in area and the third richest suburban area. A review of the annual salaries on exhibit S-1 clearly show that there are very few departments that do not make substantially over \$14,000.00 yearly while our annual salary is limited to but \$13,524.00. It should be remembered that these are gross salaries and that the take home pay is appreciably less.

"The next exhibit, S-2, shows in fact what the 1976 salaries were for the larger fully paid departments which are more comparable to our own department. Even with using the Waukesha figure, which has extreme labor problems of its own, the average still comes to \$1,201.40 per month. This is \$74.40 more per month, or \$892.80 annually more than the Brookfield Firefighter is paid. The exhibit also shows that Brookfield Lieutenants receive \$126.73 per month less than the average of the other departments. If we look to the salary for firefighters that our immediate neighbors to the east, Wauwatosa and West Allis, receive, we find that we are \$70.58 less per month than Wauwatosa firefighters and \$76.58 less per month than the West Allis firefighters. These are the people with which we come in contact the most at fire scenes, just as we did two weeks ago at a large Brookfield blaze.

* * *

"Comparison with cost of living index - We have prepared a chart with figures taken from the cost of living index for the greater metropolitan Milwaukee area provided by the United States Government. The chart referred to is marked as exhibit S-4. It shows, in addition to the annual increases which have been separately set forth, that we have realized an increase of cost in this area in excess of 63% since 1968, in excess of 51% since 1970 and a 43.3% increase since 1973 alone.

"The following chart, exhibit S-5, is intended to illustrate what the Brookfield Firefighter was paid from the years 1970 to 1976 and the amount of increase in pay that he was annually granted in the various years by the City father. An effort was made to determine just how the City authorized increases stacked up against the 43.3% cost of living increase experienced since 1973. The chart shows that over the past 4 years, the City of Brookfield has granted raises accumulatively totalling 25%. This figure constitutes 18.3% less than the cost of living for that same period. It helps to point out why the budget just does not make it anymore and why 1977 has to be a year of 'catchup'. If in fact we were granted a 15 plus% raise, we would still be 3% short of the cost of living for 1976, and presuming 1977 to once again go up at least 7% as is minimumly estimated, we would once again be still 10% short on our 1977 contract. That is a far cry better, however, than the 18 plus % behind that we are now.

"The graph further shows that if we took even a flat rate on the old salary of 1973 equal to 43.3%, we would need \$396.20, or a total of \$1,311.20 per month just to be even with the cost of living. That means that in 1976, at a salary of \$1,127.00 we were \$184.20 short of the established cost of living per month. It should be remembered that in computing the \$184.20 of shortage we did not even multiply the annual rate of increase against the yearly increased salary but rather took the whole base rate of 43.3% and multiplied it singularly against our lowest base salary of \$915.00 as was set in 1973. However, even using this very modest form of calculation, the figures show that if the \$178.00 per month which we request is granted by the arbitrator, we will still be \$6.20 short of the 1976 figure.

* * *

"Comparison with Brookfield police - The Brookfield Police Department is now chosen for comparison as traditionally the two uniformed services are generally treated together and thought of alike. They are a contrant debating point during the negotiations for any labor contract by either one of the departments. It is not uncommon for the two departments to seek parity in salary and there is a long list of Wisconsin communities that in fact have parity between the two forces. The fringe benefits are almost without exception identical. In Brookfield also the two departments receive the same health insurance, life insurance, vacation, holiday pay and retirement benefits to name just a few. The men traditionally know the other personnel from the other department and frequently socialize together. A 'friendly rivalry' generally exists. A review of a comparison of the monthly salary of the top Firefighter v. the police Patrolman over the past couple of years is most revealing. In 1976, the Firefighter was on duty 2,912 hours and was paid \$1,127.00 per month, or an hourly rate of \$4.64 for his services. For that same time period, the Patrolman was on duty 1,976 hours, almost 1,000 hours less, and was paid \$1,246.89 per month, or \$7.57 per hour. The Patrolman, now being on the second year of a two year contract, receives an additional \$100.00 monthly for 1977 for a monthly salary of \$1,346.89. That raises his annual pay to \$16,162.68. He now received \$8.18 per hour.

"The City is proposing to the Firefighter that he accept only a 7% raise which would make his salary \$1,205.89, or \$14,470.68 annually. The annual figure is almost \$2,000.00 less than the Patrolman receives. On an hourly basis he is receiving only \$4.96. The starting Patrolman who is on duty for his first day in 1977 starts at a monthly pay scale of \$1,222.46. The City is asking our 10 and 12 year employees to accept only \$1,205.89 per month. THAT MEANS THAT THE STARTING PATROLMAN ON HIS FIRST DAY EARNS \$17.00 MORE PER MONTH THAN THE TOP FIREFIGHTER IF THE CITY'S PROPOSAL IS ACCEPTED. In fact, after only two years he will be earning \$1,306.70. The Association is asking as its

1977 demand only the sum of \$1,305.00 per month which is \$1.70 less than what the two year Patrolman will be earning. That has got to be far more reasonable than the proposal of the City.

"On an annual basis, the Union's proposal would pay him \$502.68 per year less than the Patrolman. The City's proposal would pay the Firefighter \$1,692.00 less than the Patrolman on an annual basis. Those figures are more clearly set forth for purposes of review in Exhibit S-7.

"Traditionally, the disparity between the two departments have been in the area of about \$30.00 per month. Exhibit S-8 sets forth the salaries for all of the years from 1967 through 1976. The differences between the two pay scales are computed and set forth in the last column and illustrate the annual differences in favor of the police that have historically existed. Last year was the year of the big jump to \$120.00 in difference and it is true that it was given as part of an arbitration award when Brookfield failed to recognize just how far back of other communities it was falling. That same situation now exists with the fire department but rather than recognize its error, it chooses to compound the error of its past ways and makes a proposal which is going to make the gap even wider. The Union salary proposal would put the disparity at \$42.00 which is something still more than it generally was. The City's proposal would jump the disparity from \$120.00 per month to \$141.00 per month.

* * *

"In conclusion, the Association hopes that the preceding argument and exhibits have helped to clarify and emphasize the disturbing position with regard to salary that it has experienced in recent years and is now being asked to continue to experience. The men do not want to leave the department. They have dedicated themselves to the City of Brookfield for a number of years and would like to some day enjoy their seniority. All members carefully considered minimal financial increases that were necessary, proper and reasonable considering all of the circumstances and the needs of their families.

* * *

"... To have to be limited to the City's proposed raise for 1977 would cause not only grave financial difficulty and hardship, but when coupled with the thought that the proposal has a second year to run at 5%, and things are therefore not correctable for still another year or two, would make it a demoralizing and near intolerable situation for all personnel and their dependent families."

On the salary issue counsel for the City of Brookfield in his post-hearing brief in material part argues as follows:

"If the Association's Final Proposal was limited to those having a direct and immediate financial impact--the salary adjustment, and the premiums for drivers and night watch--it would in itself be extremely unreasonable. Considering the other items it contains, some of questionable legality, (the term and staffing proposals) others vague and grievance productive, (the bereavement, and the political propolitical proposals), the Association proposal can only be deemed punishing.

"The attempt is made to support the salary and premium proposals of the Association by relying upon increases in the cost of living, by the level of policemen's salaries in Brookfield and by comparisons with other fire departments.

"The Department of Labor Consumer Index, even when properly interpreted, is a defective measure of inflation unless it is applied consistently with the underlying assumptions. In any case, an important element is medical expense, a cost against which a fireman is largely sheltered, and this correction is always in order as are the expenses attributed to life insurance and for savings since the paid life insurance and pension programs for firemen provides another shelter not available to ordinary citizens.

"Any attempt to refer to indexes as far back as 1968 must be considered as an attempt to renegotiate the entire bargaining history. If the period of review is more reasonable, say two or three years, then the index, if it is to be applied properly and if it is applicable at all, must be in terms of percentage increase in the index and not the increase in index points. Using the Association's Exhibit 4 and particularly Schedule S-4 the increase in the index from 1975 to 1976 is not 9.9% for the index figures cited by the Association, it is 6.3% or 50% less than the Association contention.

"Using 1973 as a base period, a selection with which the City does not agree, and the index tabulation appearing in the Exhibit-Brief, the increase in the Consumer Index from 1973 to 1976 was 35.5 points or 25%. According again to the Exhibit-Brief, the increases in wages for the period were also 25%.

"The error of the Association is using the increase in index points as though it was a percentage exists in Exhibit S-4, S-5 and in S-5A of the Association's Exhibit-Brief.

"The Association and the City's schedules relating to the Bureau of Labor Statistics Index differ. In part, this difference is because the City used for its annual figure the index issued closest to January 1 of each year which was the November prior to each January 1. The Association used the yearly average for each year. In addition, however, the Association schedule contains some minor typographical errors of 1974, 1975, and 1976.

"In any case, the change in the consumer index does not provide a guide to salary adjustments in the municipal field. Negotiated wage adjustments are regularly far below the percentage increase in the consumer index. One of the reasons for this has been mentioned above, the underlying assumptions of the index are not comparable to the municipal employees situation. Another is that the very nature of a municipality and its sources of revenues and particularly the absence of a product or source which it can reprice daily if needed makes it impossible for any municipality to fully protect its employees against inflation.

* * *

"The struggles of the Fireman with inflation are not fully appreciated without the explanation that the Firemen are free to have outside employment without limit unless it is disreputable or interferes with his performance as a Fireman. The working schedule readily enables outside employment for they are at work for the City only two or three days a week. The collective bargaining agreement both permits outside employment (Article V) and limits the station house duties (Article IV) to daytime hours except to restore apparatus to a condition of readiness.

* * *

"The Association repeatedly relies upon a group of four or five municipalities as a standard. The five are Milwaukee, West Allis, Wauwatosa, Waukesha and Brookfield and in some schedules

Milwaukee is omitted. The basis for this grouping is that the five are in sequence in rank in respect to population, assessed valuation and size of department.

"The grouping is illogical, for Milwaukee has a population twenty times as great, and Wauwatosa and West Allis are about twice as large. The assessed valuations and department size are about as dissimilar. Waukesha, although larger in population and department personnel than Brookfield, is at least within striking range in these respects. Although Waukesha and Brookfield, however, can be distinguished on some grounds, Waukesha nevertheless is as good a comparable to Brookfield as can be found, but it is not used by the Association.

* * *

"The City has presented in its proof (City Exhibit 9) all of the settlements reached in the Milwaukee Metropolitan area thus far, excluding the City of Milwaukee. It represents ten departments, a sampling of over fifty percent of the total number of professional or semi-professional fire departments in the area, eliminating the three public safety departments where police and fire are combined in a single department - Bayside, Fox Point and River Hills. This Exhibit shows that for 1977 the average increase granted for the 10 departments was 5.8%, the maximum was 8.1% (for Greendale), the minimum was 4.0% (for Franklin) and the median was between 5.7% and 5.2% (for Whitefish Bay and West Allis). The resulting average salary for 1977 for the 10 departments was \$1,236 a month and maximum salary was \$1,268 (Greenfield).

"On City Exhibit 9, for 1977 the average (not the mean) salary for 1977 for the 10 departments for which a determination has been reached is \$1,236. The City's proposal will produce a result \$31.00 - not \$41.00 less than average.

"Boiled down, the Association's argument for its final offer is that it is needed so that more can be done for the Firemen than the Arbitrator's award did for the Brookfield Police. As City Exhibit 3 shows the Arbitrator's award at one stroke lifted the Brookfield Police Department from the lower quarter in rank in respect to salary among metropolitan Milwaukee Police Department to first place, surpassing even the departments where security departments provide both fire and police service with a single department.

"The City's answer is that the Arbitrator's award in the police case was wrong and that it will not be corrected by a second wrong, for two wrongs do not make a right.

* * *

"The City's salary proposal is 5% for 1978. Only three agreements have been reached covering the year 1978--(City Exhibit 9), Waukesha, Whitefish Bay and St. Francis. The increases are respectively 7.2%, 5.4% and 7.1% as against the Brookfield proposal of 5%. But Brookfield has a combined increase under the City's proposal for 1977 and 1978 of 12% whereas Waukesha has a combined figure of 11.6%, Whitefish Bay of 11.4% and St. Francis of 14.2%. St. Francis, however, has a salary for firemen in 1977 of \$1,112 a month, by far the lowest of those for which agreement has been reached, so it started from a very low level. The City's proposal of 5% for 1979 also includes hospitalization and surgical care coverage so that if the premium is increased in 1979, the Firemen will not be required to pay the increase.

"Brookfield's last offer, therefore, based on the increases granted in the municipalities where agreement has been reached for 1977 and 1978 and all other pertinent considerations, including the value of benefits offered other than in salary adjustment is reasonable and consistent with the results in other municipalities in the Milwaukee area. The Association's last offer is excessive and unrealistic and uncertain besides. The proposal refers to a maximum level for Firefighter and Lieutenant but does specify the amount of the adjustment to be made to the preceding steps of the salary schedule. The City proposal is to increase all steps by a specified percentage."

CONTRACT TERM

Past contracts of the parties have been for a two year term. The City proposes that this practice continue and proposes that the contract term run through 1978. In support of this position, counsel for the City argues as follows:

"Approaching September, it is unreasonable to impose a solution to a controversy which will be effective for only four months. The parties heretofore agreed on a two year term. (City Exhibit 12) Negotiating a collective bargaining agreement invariably yields pressures and it is desirable that both parties have an opportunity to test new contractual provisions and to evaluate them before proceeding into the next round. A longer lesson for an agreement invariably stabilizes the relationship of the parties."

The Association proposal suggests that the contract cover the period of 1977 only. The obvious intent of this proposal is to match the contract term that the City of Brookfield has with the Brookfield Professional Police Association. In support of its position, counsel for the Association argues as follows:

"The Association is of the opinion that multiple year contracts have a definite advantage to both the employees and the employer and it is not against multiple year contracts in and of themselves as evidenced by the fact that the Association is just coming off of a two year agreement with the City. The contract before that was also a two year agreement. The difficulty is that by doing so in the past, experience has shown that any sizeable grant of increased salary or new fringe benefit is always given to the other bargaining units at least one year prior to receipt thereof by the fire department due to the other groups, such as the police, being on alternate two year contracts.

"It was apparent from a review of the disparity between the police and fire departments that such has always worked to the great detriment of the fire department and has now placed them in a position where the disparity has become outrageous. Such makes this years salary dispute difficult enough to negotiate without trying to pre-evaluate what the economy might be next year and what the other departments might be granted next year.

"The one year contract for this term would put us in the

we accept a plan similar to the newly instigated police sick leave program is another good example."

The arbitrator sees little point in individually analyzing the balance of the miscellany of issues which characterizes the several proposals and needless to say interest arbitration which requires the acceptance without modification of the final offer of one of the parties does not lend itself to decide cases of the kind here presented. This arbitrator has heard and decided more than a score of "final offer" interest arbitration cases, and in none of them (save the instance case) had the parties failed to reduce the issues through collective bargaining to reasonable limits. At first blush, the Association appears to be the prime offender in creating this situation. However, the wage and term of contract issues are so overriding that it is my opinion that if one is to minimize the other issues in assessing the final result, no great injustice would be done.

On the basis of the criteria set forth in the Statutes, it is the opinion of the arbitrator that the Association final offer constitutes the more reasonable of the two. While at first blush the Association salary proposal appears excessive, in view of the past bargaining history of the parties and the extent of increases negotiated in what could be viewed as comparable communities, a careful analysis of each of the several factors which enter into wage determination, the Association proposal appears to have greater justification than the salary levels of the City.

In the year 1976, the base monthly salary for the City of Brookfield Police Officers appears to be \$1,246.89. For the same period, the Firefighters base monthly salary was \$1,127.00. The Association proposal calls for an increase of \$178.00 per month which would raise the basic scale to \$1,305.00. The scale of the Police Department for the year 1977 is \$1,346.89, still substantially higher than that for the Firefighters. The Association correctly points out that the City's proposal would pay the Firefighters \$1,692.00 less than the Patrolman on an annual basis. The Association also observes that the disparity between the two departments has traditionally been in the area of approximately \$30.00 per month. It was in 1976 by reason of an arbitrator's award that Patrolmen were awarded a big jump in salary which established the differential at approximately \$120 per month. The Association salary proposal would reduce the disparity to \$42 per month, while the City's proposal would elevate the disparity from \$120 per month to \$141 per month. While it is true that the present police salary levels were established by an arbitration award, they are nonetheless a firm part of the City's salary structure and the traditional close relationship which has always existed between Patrolmen and Firefighters cannot be ignored.

As to the cost of living factor, counsel for the City properly points out that the Association has misinterpreted the Index and in several instances misapplied it to the applicable salary data here involved. In addition, conflicting contentions of the parties with respect to the cost of living index exists because the City used for its annual figure the index closest to January 1 of each year while the Association used the yearly average for each year. It is true, however, that even though the Association's application of the cost of living index is misapplied, and in certain cases inaccurate, it is nonetheless true that the Consumer Price Index lends greater support to the Association proposal than that of the City. Indeed, the City appears to recognize this in its contention that "the change in the consumer index does not provide a guide to salary adjustments in the municipal field" and that "the very nature of a municipality and its sources of revenues ... makes it impossible for any municipality to fully protect its employees against inflation."

As to the comparable community factor, the difference between the parties in their selection of communities is not too great. If one were to add the City of Waukesha to the group of communities proposed by the Association, as urged by the City, and which seems entirely reasonable, the results would not be too different. The City concedes that its proposal would produce a result \$31 less than average.

In view of the wide disparity which exists between the proposal of the Association and that of the City, a two year contract would seem unreasonable. It would seem under all of the circumstances extant it would be more reasonable for the parties to reassess their bargaining relationship at an early rather than a later date. While the arbitrator has serious misgivings about the final proposal

of both parties, it is his contractual duty to select one of the final offers which he finds more reasonable than the other. In the light of the whole of the record of these proceedings, it is the opinion of the arbitrator that the final offer of the Brookfield Professional Firefighters Association, Local 2051 is the more reasonable within the requirements of the Municipal Employment Relations Act.

A W A R D

The terms of the final offer as proposed by the Brookfield Professional Firefighters Association, Local 2051 shall be incorporated in the final agreement between the City of Brookfield and the Brookfield Professional Firefighters Association, Local 2051 without modification.

Respectfully submitted,

Philip G. Marshall /s/
Philip G. Marshall

November 4, 1977