

STATE OF WISCONSIN
BEFORE THE ARBITRATOR

1981

APR 12 1981

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the Matter of the Arbitration Between
WAUKESHA ASSOCIATION OF FIREFIGHTERS,
LOCAL 407, I.A.F.F.

and

CITY OF WAUKESHA (FIRE DEPARTMENT)

Case XXXVII
No. 24587 MIA-439
Decision No. 18105-A

APPEARANCES:

Brendel, Planagan, Sendik, and Fahl, S.C., by John A. Brendel, appearing on behalf of the Waukesha Association of Firefighters, Local 407, I.A.F.F.

Michael, Best, and Friedrich, by Marshall R. Berkoff and Toni L. Bonney, appearing on behalf of the City of Waukesha.

ARBITRATION HEARING BACKGROUND:

On October 13, 1980, the undersigned was notified by the Wisconsin Employment Relations Commission of appointment as arbitrator, pursuant to Sec. 111.77(4)(b) of the Municipal Employment Relations Act in the matter of impasse between the Waukesha Association of Firefighters, Local 407, I.A.F.F., hereinafter referred to as the Union, and the City of Waukesha, referred to herein as the Employer. Pursuant to the statutory requirements, the undersigned is limited in jurisdiction to the selection of either the final offer of the Union or that of the Employer. Hearing was conducted on December 17, 1980, at Waukesha, Wisconsin, at which time the parties were present and given full opportunity to present oral and written evidence and to make relevant argument. At the time of hearing the Union presented its written brief with its exhibits. The proceedings were transcribed and the Employer filed the post hearing brief within three weeks of receipt of the transcript. Subsequently the Union filed a reply brief and the last reply brief was received from the Employer on March 30, 1981.

THE ISSUES:

Seventeen issues remain at impasse between the parties and they are set forth in detail in the final offers of the parties which are attached as Appendix "A" and "B". Impasse exists in the areas of wages, pay for paramedics, pay and promotional procedures for motor pump operators, holidays, funeral leave, Association affairs, duty days, hours, health insurance, life insurance, trades, vacations, residency, amendment provisions, priority provisions, a no other agreement clause, and term of the agreement.

STATUTORY CRITERIA:

In determining which final offer is to be selected in this dispute, the undersigned is directed by Section 111.77(6) to give weight to the following criteria:

- (a) The local authority of the employer.
- (b) Stipulations 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 pendency of the arbitration proceeding.
- (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 public service or in private employment.

COMPARABLES:

The parties have selected significantly different comparables to use in support of their positions. The City offered three sets of comparables. The first set of comparables were communities of population 30,000 to 60,000 from which they recruit and receive candidates and which have fully paid fire department staffs. Among these cities were Janesville, Beloit, Appleton, Oshkosh, Sheboygan, Fond du Lac, Manitowoc, Greenfield, Brookfield, and Wauwatosa. The City argued that these should be the pertinent comparable communities because they are independent free-standing communities and are not suburban or bedroom communities of the City of Milwaukee. Secondly, the City offered some private sector comparisons in support of their position on the motor pump operator issue. The City contends that private sector companies which employ semi-truck drivers and equipment operators are comparable to a fire department's position of motor pump operator. Finally, the City offered its settlements with the other bargaining units in the City as the most important comparables.

In contrast, the Association offered, as primary comparables, suburban communities within the Milwaukee area contending these are the places where Waukesha employees shop and play. Among the communities offered by the Association were Brown Deer,

Glendale, Greendale, Shorewood, South Milwaukee, West Milwaukee, Whitefish Bay, Cudahy, West Allis, Greenfield, Brookfield, and Wauwatosa. Secondly, the Association offered as examples of other communities offering similar services a number of different communities within the State of Wisconsin. The criteria which the Association used to select the primary comparables is that it is the area in which the firefighters of Waukesha shop; they are all communities that are affected by urbanization of the Milwaukee area and the City of Waukesha requires bids let for new construction include a contractor's agreement to pay wages on the scale adopted by the Milwaukee Building and Construction Trades Council for Milwaukee and Waukesha Counties. Additionally, the Association contends the firefighters know and associate with firemen in the other metropolitan Milwaukee departments and the area high school teams compete against each other and hold an annual Christmas basketball tournament in the metropolitan area. Finally, the Association argues that Waukesha has always been included as a comparison in negotiations for all of the Milwaukee metropolitan area departments.

In deciding which of these communities are the most appropriate comparables for determination of which final offer is more reasonable, the undersigned considered that Waukesha is a community of approximately 51,000 population; is within the Milwaukee Standard Metropolitan Statistical Area; has a land size of approximately 13.5 square miles; has a fire department staff which is fully paid and which works 56 hours per week. Based upon these considerations, the undersigned selected Greenfield, Brookfield, Wauwatosa, and West Allis as primary comparables relative to salary, holidays, and funeral leave. The remainder of the communities suggested as comparables by both parties were used to determine the general practice of other departments. These communities were selected as the primary comparables because they are all formally organized as cities; they are within the same geographical location; they are approximately the same in square miles; they have approximately the same population varying from 30,000 people to 67,000 people, and they are all in the metropolitan statistical area. Further, three of these communities, Greenfield, Brookfield, and Wauwatosa, were mutually selected by the parties. As to organization of the fire department within those cities, all of the departments, except for Greenfield, are fully paid staff, and maintain a 56 hour work week. As to the remainder of the issues, which primarily concern non-economic benefits extended to the employees, the undersigned used the City's contracts as the primary comparable.

DISCUSSION:

There are thirteen primary areas in dispute between the parties with a number of sub-issues. Therefore, the undersigned will address the arguments of the parties in discussing the separate issues. In analyzing the issues, the data presented by the parties was not always accurate. The undersigned, thus, relied on information provided in the contracts rather than certain exhibits presented by the Employer or the Association.

Health Insurance - Life Insurance:

Positions of the Parties: The Employer takes the position that insurance sharing was agreed on in the previous contract and should be continued in this contract. It states that insurance sharing should be maintained in order to avoid duplicate coverage and to develop the employee's consciousness about the cost

of claims and benefits. The Employer goes on to note that all of the contracts within the City call for an insurance sharing provision, except the police contract. In regard to the police contract it notes that the insurance sharing provision was deleted by an arbitration award which found for the Association even though the arbitrator upheld the concept of insurance sharing. Further, the Employer declares that its position relative to life insurance should also be accepted because it gives the City a leverage in negotiating the premiums with its carrier. Finally, the Employer contends that the Union's proposal would remove the long standing cap that has existed on life insurance which could adversely impact on the City's ability to contain the cost of providing life insurance.

The Association takes the position that although the health coverage is adequate it should receive full payment for the insurance premium. In support of its position the Association states that other municipalities provide full coverage for their employees and also pay a percentage of the premium for retirees, a benefit non-existent in Waukesha. In addition, the Association notes that the police for the City of Waukesha are recipients of fully paid insurance premiums. In regard to the life insurance aspect of the proposal, the Association states that it already receives this benefit and that its proposal is merely an attempt to clarify language.

Discussion: The undersigned notes that due to the fact that the contract to be decided has already expired, the rates for the insurance premiums are known and the amount offered by the Employer constitutes full payment of the insurance premium in both years. Therefore, there is no significant difference monetarily between the Employer's offer and the Association's offer. While this may be the impact, in reality, at issue is full insurance coverage versus insurance sharing on a 90%/10% split. The insurance sharing provision existed in the previous contract between the Employer and the firefighters for 1978 and the Employer's offer is consistent with its offer to the AFSCME units. Further, the police benefit occurred as the result of an arbitration award. Thus, the undersigned finds that the City's offer is the more reasonable offer.

In regard to the life insurance provision, the undersigned finds that the Association's offer does not perpetuate what is in existence. The Association's offer seeks 125% of the total annual salary compared to the previous 100% of the total annual salary. In both instances the insurance coverage was rounded off to the next highest thousand. Since this is a benefit that has not been extended to other City units nor is it a benefit that currently exists for the firefighters, the undersigned finds that the Employer's offer maintains the status quo; is identical to the benefit it offers its other City employees and therefore is the most reasonable offer.

The Association takes the position that the Employer's offer limits the funeral leave to the time needed to attend a funeral and does not allow time for any personal grievance even when a death occurs in the immediate family. It contends further that its proposal merely allows time for personal grievance and that it requests a benefit no different than that granted to the AFSCME units or to the Police Association.

Discussion: The undersigned considered both the language offered to the City's employees and the language present in contracts in similar communities to decide this issue. It is noted that the City's offer to the firefighters is not like the benefit enjoyed by other City employees. In all three contracts considered, the employees are granted leave both for the funeral and for bereavement when a death occurs in the immediate family. An analysis of the provisions for funeral leave in other contracts in comparable communities indicates that in all instances employees are granted a minimum of two duty days and in some instances more than that period of time for both funeral and bereavement time. It should be noted that duty days reflects a **twenty-four** hour day leave of absence and not just an eight hour day leave of absence.

The undersigned agrees with the Employer relative to the definition of "close friend" for funeral leave possibly creating administrative difficulties. Further, this is a benefit that does not exist in other City contracts nor in comparable community contracts. However, there is a provision in some contracts which appears to reflect a concept of "close friend" in that there is a provision for a four hour leave from work in instances where the employee acts as a pallbearer. The undersigned does not find that scheduling problems would create much difficulty since there is currently the provision for staffing 25^() people as the full daily complement and that the minimum staffing requirement is 17 individuals. Thus, it would appear that funeral leave could be granted without serious difficulty.

In conclusion the undersigned finds that while the Association over-extends itself by seeking a discretionary day of leave for "close friend", the Employer provides less than the general benefit extended to its own employees or the benefit extended to firefighters in comparable communities. Therefore, the Association's offer is more reasonable.

Vacations:

There are essentially two aspects affecting the vacation issue. One concerns whether or not vacations should be rescheduled as the result of illnesses and/or other conditions occurring which would normally result in a leave of absence while the other deals with the vacation scheduling procedure.

Positions of the Parties: In regard to the rescheduling of vacations due to illnesses or other situations which occur while an employee is on vacation, the Employer takes the position that rescheduling of vacations should occur, if possible, only

- (1) The Association contends that the full daily complement is 22. The testimony of Chief Baumgart indicated that the current full daily complement is 25. Both parties agree that the minimum staffing requirement is 17 individuals.

when the employee is hospitalized due to an injury that occurred while on duty or if the employee suffered a serious illness or has nondiscretionary surgery, both of which would require hospitalization. It contends that the Association's proposal would result in the employees receiving an automatic right to reschedule vacations and thus extends sick leave to any type of situation and grants additional vacation time. The Employer argues that the automatic rescheduling of vacations would create problems of scheduling, minimum staffing, and overtime.

The Association takes the position that the police enjoy a greater benefit than the Employer's offer to the firefighters relative to extending the rescheduling of vacations due to illnesses or nondiscretionary surgery. The Association's proposal seeks automatic rescheduling of the vacation time, when possible, if the time is interrupted by reason of illness, duty injury or being called back into reserve duty. The Association contends that the language offered the firefighters was originally offered to the police in 1977 and that their benefit has been expanded in 1979. Thus, the firefighters' proposal should be given serious consideration.

Discussion: The undersigned, in reviewing the City's contracts, finds that the benefit offered the firefighters is only offered to the police and that the police do receive a better benefit. However, the undersigned also finds that the Association's proposal far exceeds the benefit currently enjoyed by the police, thus agreement should more appropriately be reached through the negotiations. Therefore, the undersigned finds the Employer's offer, though less than offered to the police, more reasonable.

Positions of the Parties: In regard to the scheduling of vacations, the Employer proposes maintenance of the status quo wherein the current procedure allows the assistant chiefs to select their vacation schedule first and then on the basis of seniority and rank two individuals may select a vacation during the same period of time. The Association's proposal calls for eliminating the assistant chiefs from the selection process used by the unit members and for three employees per cycle to be able to select the same vacation schedule.

The Employer states the Association's proposal would substantially change the vacation scheduling procedure. It argues that eliminating the assistant chiefs from selecting their vacations on the same schedule as the unit members results in the assistant chiefs selecting time after all other employees, even the newest employees. Further, the Employer continues, there is not enough time in the year to accomplish the Association's offer allowing three individuals to select vacation schedules at the same time without creating a minimum staffing problem. The result, it argues, is that the City would probably have to call people in under the minimum staffing requirement and would have to pay time and one-half.

The Association argues that the assistant chiefs should not be included when unit employees are selecting their vacations. The Association states that currently only two from the same platoon can select the same dates, with the exception of seven individuals, and as a result they seek three slots per platoon in order to provide vacation periods that are desirable to the employees of the Association. The Association continues this should not result in any problem for the City since the minimum staffing requirement is 17 and the daily complement is 22.

Discussion: While the major objection to the scheduling

change appears to be that it could create a problem with the minimum staffing and that it would be difficult to do administratively, the undersigned finds that since the full daily complement is 22 or 25 and the minimum staffing requirement is 17, there should not be significant problems in allowing three individuals to schedule vacations for the same dates even though other leaves may occur. Further, the undersigned finds the argument advanced by the Employer pertinent to vacation scheduling problems for the assistant chiefs no persuasive. The assistant chiefs are not part of the bargaining unit and it appears that the City could allow them to take a vacation at any time they so desired. Thus, the undersigned finds the Association's proposal the more reasonable one.

Trades:

Positions of the Parties: The Employer contends that in the past the Chief has allowed trades for special circumstances, subject to his approval. Further, the approval was granted as a matter of privilege, not as a matter of contract. The Employer continues, it is essential for the department to be able to supervise trades so available coverage is known. They contend there is also the need to know who is responsible when there is need for manpower on duty which can be accomplished when the language is not part of the contract. The Employer argues the Association has shown no need for the language and therefore it should not be included within the contract.

The Association states that work schedules are fixed at the beginning of the year and that trades have always been allowed as part of Section 8 of Rule 15 of the department rules. It argues then, that the language should more appropriately be a part of the contract.

Discussion: The undersigned finds no significant difference between the positions of the parties. Since trades are allowed as part of the rule book, it is probably that past practices plays an important part in allowing trades. If the language exists within the contract, no significant change should occur. Both require prior approval and assure that trades will not result in the City incurring overtime liability.

The major difference between the proposal of the Employer and the proposal of the Association lies in the Association's provision that approval will not be denied unreasonably while the Employer requires a "qualified replacement". Although the Employer argues that inclusion of the Association's language in the contract would prevent them from securing qualified replacements, a standard of reasonableness does exist in the Association's language which provides management the ability to establish criteria for determining reasonableness. The City argues strongly that approval must be in writing in order to maintain control over the trade process. The undersigned finds little difference between the Employer's provision and the Association's position stating the party must receive prior approval from the officer in charge. Finally, the undersigned does find the City's language is not as clear as it could be when it states "trades may be requested". It does not state anywhere that a trade will be granted under any circumstances, although the assumption exists. Thus, the undersigned finds the Association's proposal is more acceptable.

Hours-Duties:

Positions of the Parties: The Employer states the Association's proposal would prevent the department from making any changes in the work schedule of the firefighters. It argues the Association's proposal locks the City into the California Plan even though other work schedules could be maintained

without changing the number of hours worked per week or per year. The Employer states that there is a great need to be flexible since in 1981 there is the expectation that new stations will be opening and there will be the need to schedule hours and cycles so that the service will meet the community needs. The Employer continues that arguably the Association's proposal would not permit a change in assigned duties on a daily basis and thus would undermine the ability of the department to maintain efficiency and quality of service. Thus, for these reasons, the City posits that its offer should be accepted.

The Association, however, contends that its offer is no different than the police contract's maintenance of standards provision. Further, it states that similar provisions exist in the other City workers' contracts. Thus, their position is no different than those of the other employees of the City of Waukesha.

Discussion: The undersigned does find that the Association's proposal expands the 1978 contract provision by adding a required nine day cycle holding the Employer to a wage rate paid on the basis of a 56 hour work week and a nine day cycle. While this argument would have considerable weight if the City had been implementing new stations during the term of the contract being considered, the undersigned finds that the argument is more as pertains to the 1979 and 1980 contract years. If the Employer had expected changes during that period of time, there would have been a requirement to bargain the impact of changes, but the Association's proposal would have been too limiting with the unknowns of new station operation. Changes in 1981 however, do not affect contractual obligations in 1979 and 1980. The undersigned does find that the Employer should have the flexibility to determine schedules providing maximum efficiency and maximum quality of service and therefore finds that the Employer's offer to maintain the status quo is a more acceptable offer.

Holidays:

Positions of the Parties: The Employer argues that under the current contracts all employees within the City of Waukesha receive the same number of holidays which maintains the City's labor policy of consistent fringe benefits. It continues that if the Association's proposal were adopted, it would result in the Association receiving five additional eight hour holidays and a "gross and unsubstantiated disparity" for the other employees within the City of Waukesha existing. Additionally, the Employer states that if the Association's proposal were adopted, it would put a considerable strain upon the department's ability to meet minimum staffing requirements.

The Association maintains that firefighters are subject to a different kind of duty day than other employees within the City of Waukesha and therefore should not be compared to those employees when holiday time is granted. It notes that although it is seeking 120 hours of off time, City workers are paid double time if they work holidays as are the police. Thus, the Association concludes its offer is not substantially different than holiday time granted City employees or other firefighters.

Discussion: The undersigned finds that the Employer would prefer to treat its firefighters as employees working an eight hour day and that generally fire departments do not provide holiday time on that basis. Therefore, the undersigned looked to comparable communities as an indication of the number of hours of off time or the number of hours granted as holiday time for

firefighters. Among those four communities which were considered the most comparable only West Allis provided fewer duty days off than the City of Waukesha. In that instance they provide three duty days off. Brookfield, however, provides ten days of holiday pay at \$60 a day with no off time. Greenfield provides eleven days of off time and Wauwatosa provides 132 hours, or 5.5 days of off time. Among other communities cited by both parties, the undersigned found that holidays were granted anywhere from 3.33 to 10.5 duty days. This time was granted to the employee either as compensatory time or at time and one-half pay or at double time pay. Further, in looking to the City contracts the undersigned did note that the City workers received double time plus their holiday pay if they were scheduled to work on the holidays. Thus, the undersigned concludes that most departments provide more than 3.33 duty days of off time that the City of Waukesha provides additional compensation to its employees who work holidays if they do not have the holiday off, and finds that the Association's proposal is the more reasonable.

Association Affairs:

Positions of the Parties: The Union seeks to add a clause entitled "Association Affairs" wherein it provides for allowing the Association to conduct business meetings during stand-by hours if the Chief is given a 48 hour advance notice. It allows the Association reasonable time to investigate and attend grievance hearings and it allows for two members on duty to be excused to attend negotiations if they secure consent from the Chief or another officer in charge while remaining subject to emergency duty call. The Association contends that it is merely putting all the information regarding conduct of Union business into one article.

The Employer, on the other hand, is offering to maintain the status quo. The Employer argues that the Association's proposal provides no limit to the number of meetings or the circumstances surrounding the meetings and has provided no justification for such an unlimited demand. Further, the Employer declares that implementation of this proposal would create a burden to the scheduling system since it would require the City to give members time off to conduct grievance investigations and to attend hearings without arranging coverage and without seeking permission. The Employer continues the request is unjustified since no evidence was given to suggest that the Association lacks reasonable opportunity to present or process a grievance. Finally, in regard to attending negotiations, the Employer argues that allowing two members to be excused for negotiations would create a substantial staffing, public safety and employee relations problem and would require the City to bear the cost of these two members attending regularly scheduled negotiations sessions.

Discussion: The undersigned finds the language sought by the Association is more comprehensive than language seen in other City unit contracts but the benefits it seeks are not substantially different from those enjoyed by at least some of the other City employees. Other than to indicate that there would be a problem in scheduling, the Employer offered no proof or example of the type of problem which may be created, thus, the undersigned is not persuaded by this argument. The undersigned does find fault with the Association's language seeking to conduct business meetings without a limit to the number or type of meeting to be conducted, however, it is also noted that the Chief testified he currently allows such meetings to occur during business hours. It is the belief of the undersigned that existing

practices are better put into the contract, therefore, the undersigned finds the Association's offer more acceptable.

Standard Clauses:

Positions of the Parties: The Association seeks a clause which provides the agreement is subject to amendment only by subsequent written agreement; that the current agreement takes priority over prior rules and regulations, and that the City will not enter into other agreements with members individually or collectively if such agreements conflict with the current contract. The Employer offers to maintain the status quo. The Employer argues that the priority aspect of the clause places the City in a position of being without authority to execute the contract since many of the rules and regulations by which the department operates are controlled by the Wisconsin Statutes. Thus, reason exists to reject the clauses offered by the Association.

Discussion: A review of the City contracts does not indicate that other contracts contain the type of clauses sought by the Association. While there is relatively little problem with adopting the clauses since most of what is sought is standard procedure in the labor relations field, and since the priority clause proposed by the Association clearly does not intend to supercede those requirements of the Wisconsin Statutes, the Association has presented no real need for implementation of the clauses. Therefore, the undersigned finds the status quo proposed by the Employer is the more reasonable position.

Residency:

During the process of negotiations it appears that when the final offers were submitted the City offered a more lenient residency clause than the Association and thus either offer would be acceptable and will be determined by the overriding issues within the dispute.

Duration:

Positions of the Parties: The Association proposes a duration clause that states that if no agreement is reached by the expiration of the current contract, such existing contract shall be extended until a new agreement is executed. Further, the Association proposes that even though the agreement would continue in existence, it would not be a bar to the retroactivity of any newly agreed to contract.

Arguing that the Wisconsin Employment Relations Commission encourages parties to incorporate permissive subjects of bargaining into the contract in order to maintain good labor relations, the Employer contends that the Association's proposal should not be accepted because permissive subjects in the contract would never "evaporate".

Discussion: The undersigned recognizes both the merits and the problems of the Association proposed duration clause. There is merit in the Employer's argument that allowing the contract to expire allows permissive subjects to "evaporate" and such opportunities are desirable. However, existence of such a duration clause does not necessarily create undue hardships upon the City since by law it is required to maintain the existing wages, hours and conditions of employment whether or not the agreement is in effect at the time.

The full merit in arguing for the exclusion of such a clause lies in that permissive subjects would not be cleansed from the bargaining contract. Given this fact the undersigned finds that while this is not the overriding question among the issues, the Employer's position is more appropriate even though the Association's proposal of this clause reflects the employee's distrust of the handling of the previous negotiation procedures through the last two years of bargaining.

Paramedic and EMT Premiums:

Positions of the Parties: The issue in regard to paramedic and EMT pay is not whether or not paramedics should be paid a premium, but the manner in which they should be paid. The City has proposed increasing the rate of pay for the paramedics from \$5 to \$6 per 24 hour tour of duty provided the paramedic is qualified, assigned and working during that tour of duty. The City also proposes a \$3 per 24 hour tour of duty premium for the EMT people provided they are also qualified, assigned to ambulance duty and working.

The Association, on the other hand, seeks a 4% premium of the top firefighter's monthly salary in addition to the base pay for the paramedic and seeks a \$3 premium per tour of duty for the EMT assigned to duty.

The Employer argues its proposal increases the premium pay for the paramedics and it is more reasonable since the Association's offer seeks an automatic increase in salary which would be required pay for all "qualified" individuals whether or not they were performing services. The Employer also contends the Association showed no need for a change in the manner in which paramedics are paid.

The Association, on the other hand, argues that paramedics receive special medical training and certification; must maintain their skills, and are required to respond to more calls than those assigned to fire service since they provide both fire duty and medical duty. It continues that generally those communities which offer paramedic services provide a premium for those services which are not subject to the qualification that the individual provide those services specifically on the day for which they are paid.

Discussion: The data nor the contracts presented by the parties were not sufficient to determine how many communities among those considered most comparable or otherwise actually provided paramedic service or an EMT service. Of those that the undersigned could determine actually provided the service, the manner in which the paramedics received payment varied. Some were paid in percentages of the top firefighter's salary, others were paid by the day, and others were paid as a separate classification with a separate rate. Generally, however, the paramedics appear to be paid for possessing the additional skill rather than for actually performing the duty in any given day. Thus, on this basis the undersigned determines that the Association's proposal is more reasonable.

Motor Pump Operators:

Positions of the Parties: The Association seeks a premium pay for motor pump operators during 1979 which amounts to \$4 per day when that employee is assigned to operate a "first line" engine or ladder truck. In the second year, the Association seeks the position classified as one of motor pump operator and establishing a promotional procedure

with an exam for placement of individuals in that classification. Once the promotional procedure is accepted, the Association seeks a premium pay of 3% of the top firefighter's salary plus the base for individuals who are motor pump operators. In support of its position, the Association contends that the motor pump operators, even though classified as a firefighter, is recognized as an individual who has to perform more specific duty than the general firefighter. The Association states that the rules and regulations of the department recognizes the functions of the firefighter operating as the motor pump operator and requires the individual to have certain skills and responsibilities. Further, the Association continues few are selected to serve as motor pump operators, thus further recognizing the advancement and the requirement of additional skills and training.

The Employer, on the other hand, argues that the duties performed by the individual who falls into the category of motor pump operator are not significantly different from any other firefighters' duty. It continues that although the firefighter who is the motor pump operator has different day to day duties, the skills required of that individual are of no greater value than the skills required of any other firefighter. Therefore, the Employer concludes there is no justification for premium pay for essentially the same skill as those required of a truck driver. In support of its position, the Employer cites several private sector comparables which employ semi-truck drivers or equipment operators and contends that the rate paid these individuals reflects that those drivers who operate the fire department trucks should be compensated at a lower rate than they are currently receiving.

Discussion: There is no question that the skills required of the motor pump operator, even though a separate classification, are skills that are more demanding than those of the firefighter in general. Chief Baungart attested to the fact that it takes a minimum of three to five years to train an individual to operate the first line engines or ladder trucks. However, a review of the comparable communities indicates that a majority of them do not provide separate classification, nor do they necessarily compensate the individual who is the motor pump operator at a higher rate of pay. Therefore, the undersigned finds that the Employer's offer is a more reasonable offer.

Wages:

Positions of the Parties: The Employer contends that its offer is consistent with other City settlements; is comparable to pay levels in cities of similar size; maintains the historic relationship between the fire department and the police department and will maintain stable City labor relations. It argues that the Association's offer is substantially in excess and front-end loaded, without justification, and will result

of "deepest concern" and that there is demonstrated need for "catch up" by the firefighters. Citing that in 1978 the Waukesha firefighters were paid less than 15 area fire departments, the Association states even with their proposal for "catch up" in 1979 and the 7% increase in 1980, the salaries paid their employees will be less than the metropolitan average. Further, the Association states that a historical relationship has existed between the pay for firefighters and the pay for police within the City and the past few years have resulted in a general loss of pay in comparison which further indicates the need for a 15% increase in 1979 compared to the 7% increase given other city employees. Finally, the Association states that when top rates for firefighters are considered, not only are Waukesha firefighters being paid less, but the rate is achieved at the five year level while most firefighters reach the top rate at the end of three years.

Discussion: In regard to this issue, there were two aspects which were considered, the rate of pay in comparison to comparable fire departments and the rate of pay in relationship to the pay increases given the police in the City of Waukesha. Both substantiate the Association's position that not only is the department underpaid in comparison to individuals doing like work within comparable areas, but that there has been a widening in the spread of pay difference between the firefighters and the police within the City.

An analysis of both the most comparable communities and those communities considered comparable by the City indicates that the wage offer proposed by the City results in the firefighters being paid in both 1979 and 1980 at a rate of pay at the fifth year that most other firefighters receive in the third or fourth year. The offer presented by the Association would result in the department being compensated at approximately the same rate of pay as two of the four most comparable communities, but less than two others for both years.

Final Offers

	<u>1979</u>			<u>1980</u>		
	Start	3 years	5 years	Start	3 years	5 years
City:	1,183	1,312	1,347	1,279	1,418	1,456
Assn.:	1,285	1,405	1,438	1,456	1,503	1,539

Comparables

	<u>1979</u>			
	Start	3 years	4 years	5 years
Brookfield:	1,348	1,450		
Greenfield:	1,331	1,513		
Wauwatosa:	1,278		1,435	
West Allis:	1,189	1,320		1,437

	<u>1980</u>			
	Start	3 years	4 years	5 years
Brookfield:	1,456	1,566		
Greenfield:	1,437	1,657		
Wauwatosa:	1,368		1,535	
West Allis:	1,322	1,545		1,636

When the wage rates are compared with the Employer's offer to the police department, although the Association does not argue parity, there is a showing that historically the City has attempted to maintain the same dollar differential between the pay of the two departments. During the years of 1973 through 1976, it is clear that the pay rates offered the two departments were flat dollar amounts and resulted in the salaries being apart by \$33.00. In 1977 and in 1978, the compensation offered to the two departments were substantially different and resulted in the fire department dropping further below the police department salary increases. Thus, while the undersigned recognizes the problems which may be created by acceptance of the Association's offer in negotiating with other employees, it is clear that the Employer's offer, while an attempt to compensate all employees at the same percentage increase, does not make an effort to adjust the discrepancies which have occurred in the past two years but **results** in a continuing widening of the spread since the offer is couched in terms of percentages rather than dollar amounts. The undersigned does not find fault with offering a percentage increase, but does note that this differs substantially from what appears to have been the practice in the past and perpetuates the need for "catch up" expressed by the Association.

While the undersigned recognizes and accepts the City's argument regarding the whipsaw effect an award to the Association would have in negotiations in 1981, the determination of which final offer should be selected should not be decided on this basis. The Association, having adequately shown the need for "catch up" and the Employer's offer not attempting to address this problem, makes the Association's proposal which annualized is 11% each year, the more reasonable offer.

Since the law requires that the final offer of one party or the other be accepted in total, it is not within the power of the undersigned to make an award as outlined above. Therefore, in review of the issues, it is noted that the undersigned finds the following issues to be the most significant issues: wages, pay and classification for paramedics and motor pump operators, holidays, funeral leave and duration of the contract. While normally, the undersigned would also find the health insurance clause of importance as well as the duration clause, these issues are not as significant since the contract will have expired even as it is awarded and new negotiations will have begun. Of the issues identified as significant, the undersigned finds the issue of wages is the most important issue and that "catch up", in light of the comparisons made and in consideration of the cost of living, justifies the higher percentage sought by the Association. On the whole, the two offers of the parties tend to balance out each other with the greater degree of comparability existing within the Association's offer.

stipulations of the parties which reflect prior agreements in bargaining, as well as those provisions of the predecessor collective bargaining agreement which remain unchanged during the course of bargaining, are to be incorporated in the collective bargaining agreement for 1979 and 1980 as required by statute.

Dated this 11th day of June, 1981, at La Crosse, Wisconsin.



Sharon K. Imes
Arbitrator

SKI/mls

Appendix "A"

LAW OFFICES

BRENDEL, FLANAGAN, SENDIK & FAHL, S.C.

JOHN KEITH BRENDEL
GERALD A. FLANAGAN
J. RICHARD SENDIK
THOMAS R. FAHL
JOHN PAUL PERLA, JR.
BRIAN J. CARTER

HOWARD W. BAST (1968)

6324 WEST NORTH AVENUE
WAUWATOSA, WISCONSIN 53213
TELEPHONE (414) 771-7000

SLP WAUKESHA COUNTY OFFICE
118 NORTH AVENUE
HARTLAND, WISCONSIN 53029
TELEPHONE (414) 367-3633

September 15, 1980

Mr. Robert M. McCormick
Wisconsin Employment Relations Commission
14 West Mifflin Street
Madison, WI 53703

Re: Waukesha Fire Department

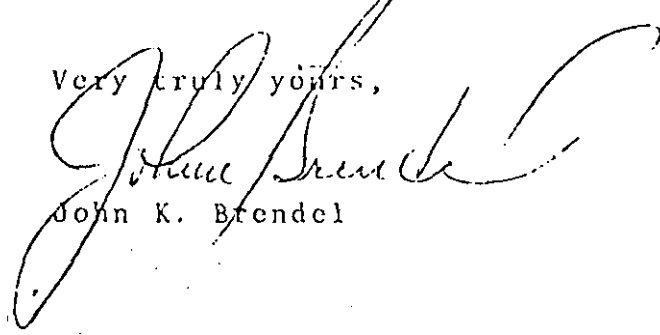
Dear Mr. McCormick:

The final offer of the Association is identical to our final offer submitted on August 12, 1980 and dated July 22, 1980, with two exceptions:

- 1) The City has now agreed that a promotional provision can be included in the contract and the terms and length of the promotional provisions have now been mutually agreed and therefore the promotion article can be withdrawn as an issue and placed with the agreed provisions.
- 2) The typographical error on the July 22nd offer regarding the Captain's pay should be corrected to read \$223.00 instead of the \$233.00 designated in Artical 16, Section 1.

I trust that this is sufficient for your purposes. If you require that we retype the whole works, please advise and I will do so.

Very truly yours,



John K. Brendel

JKB:pkb

Appendix "A"

RECEIVED

AUG 1 1980

ASSOCIATION FINAL OFFER

JULY 22, 1980

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

The attached constitutes the final offer to the City of Waukesha by Local 407, International Association of Fire Fighters, AFL-CIO. The attached is intended to clarify, modify and, where applicable, add to certain existing provisions of the 1978 contract. All other existing provisions not so affected shall be included. All provisions shall be retroactive to January 1, 1979, unless otherwise noted.

John K. Brendel
BRENDL, FLANAGAN, SENDIK & FAHL, s.c.
118 North Avenue
Hartland, Wisconsin 53029

Association Negotiator

The Association understands the following to be the unresolved issues:

- 1) Salary and premium pay
- 2) Health insurance
- 3) Vacation selection
- 4) Clothing allowance
- 5) Promotional procedure
- 6) Trades
- 7) Hours-duties
- 8) Leaves of absence
- 9) Association affairs
- 10) Inclusion of standard provisions
- 11) Holidays
- 12) Residency
- 13) Term of Agreement

Matters agreed to date:

- 1) Change to decimal numbering
- 2) Table of Contents to be included
- 3) Preamble
- 4) Article 14 changes Workman's Comp. to Workers' Comp.
- 5) Recognition article
- 6) Overtime article
- 7) Grievance procedure language of city
- 8) Waiver of rights article

ASSOCIATION FINAL OFFER

JULY 22, 1980

ARTICLE 16 - SALARY SCHEDULE

Section 1: Commencing January 1, 1979, all monthly 1978 categories of firefighters shall be increased by the sum of \$187.00; inspectors by \$195.00; Lieutenants by \$207.00; and Captains by \$233.00.

Commencing January 1, 1980, all 1979 salaries shall be increased by 7%.

Section 2: The City shall pay as and for a premium payment to those unit employees qualified as Paramedics the sum equal to 4% of the top Fire Fighter salary per month in addition to his base pay. The City shall be relieved of such premium pay in the event that any employee so qualified is granted, per such employee's request, a leave from such program for a period in excess of 30 days.

Section 3: Qualified Emergency Medical Technicians Grade 1 assigned during any tour of duty to perform Emergency Medical Technicians' services shall be paid a \$3.00 premium. E.M.T. or Paramedic trainees required to attend classes on off-duty time will be paid at a rate of time and one-half their hourly rate for all actual class time so spent.

ASSOCIATION FINAL OFFER

JULY 22, 1980

Section 4: The City shall, commencing January 1, 1980, pay a per diem rate of \$4.00 daily to any employee assigned to operate any "first line" engine or ladder truck. Within 15 days after the execution of the agreement, the City shall post the notice of examination for the position of equipment operator which shall comply with the promotional procedures of this agreement. Such appointment shall be made not less than 60 days thereafter. Upon appointment, such equipment operators shall be paid a premium rate equal to 3% of the top firefighters salary in addition to their base pay. Thereafter, all relief drivers required to substitute for an absent equipment operator due to illness, vacation or other leave shall be paid at the per diem rate of \$4.00 per assignment.

ASSOCIATION FINAL OFFER

JULY 22, 1980

ARTICLE 9 - INSURANCE

Section 1: The City shall continue to provide, at its expense, the existing (July, 1979) hospitalization and surgical care insurance presently provided to the employee and the members of his family as applicable. Any premium deducted from the employee's salary after January 1, 1979, shall be returned to the employee.

Section 2: The City shall pay the premium for and provide employes with respective policies of life insurance equal to 125% of the employees' annual base salary plus job premiums to which they are entitled after being rounded off to the next highest thousand dollars.

ASSOCIATION FINAL OFFER

JULY 22, 1980

ARTICLE 12 - VACATIONS

Section 1: Employees shall be entitled to vacations as follows:

- (1) Two (2) weeks after the first year of employment.
- (2) Three (3) weeks after the eighth year of employment.
- (3) Four (4) weeks after the fifteenth year of employment.
- (4) Five (5) weeks after the twenty-fifth year of employment.
- (5) Each week above shall consist of five (5) eight (8) hour duty days for forty (40) hour personnel and three (3) twenty-four (24) hour duty days for fifty-six (56) hour personnel and be computed as of January 1, annually.

Section 2: On or before the 15th day of November of each year, the Chief shall post a form designed for the selections of vacations for the following year. Selections shall be by rank and seniority on the assigned shifts among Association personnel.

Section 3: Selections may be made throughout the calendar year and shall be made in sequence on the work cycle, commencing with the first day of the work cycle. Priority of selections shall be made in accordance with 1978 practices. Three employees shall be free to make a selection for any specific work cycle.

ASSOCIATION FINAL OFFER

JULY 22, 1980

ARTICLE 11 - TRADES

A trade of duty time may be made by any Association member providing that the parties receive the prior approval of the officer in charge, such approval not to be unreasonably withheld. The frequency and repayment of trades shall be in accordance with existing practices. The City shall not incur any overtime liability because of exchanges in duty hours by reason of such trades. Association employees recognize that repayment of trades is an obligation between the employees and it shall be the responsibility of the individuals involved in the trade to see that they respectively fulfill such obligation.

ASSOCIATION, FINAL OFFER

JULY 22, 1980

ARTICLE 6 - HOURS/DUTIES

Section 1: The work week for the fire department shall consist of a 56 hour duty week conducted and scheduled in accordance with the 1977-78 9 day cycle. The employee shall report for duty at 7:00 A.M. during the months of April through October and at 8:00 A.M. during the months of November through March. Inspection personnel shall work a 40 hour week in accordance with the existing hourly schedule.

Section 2: The wage scale contemplates that the duty day shall continue to be conducted in accordance with past and existing practices. The City will not unilaterally change any benefit or condition of employment which is mandatorily bargainable and heretofore enjoyed by the majority of unit employees during the life of this Agreement.

ASSOCIATION FINAL OFFER

JULY 22, 1980

ARTICLE 14 - SICK, INJURY, MILITARY,
FUNERAL AND ELECTION LEAVE

Section 1: All unit employees shall be entitled to sick leave at the Chief's discretion and in accordance with past practices.

Section 2: In the event a unit employee is hurt in the service of the City the employee shall be entitled to his full pay by returning the worker's compensation check to the City.

Section 3: While on sick and/or injury leave, such employee shall continue to accrue vacation benefits in accordance with the provisions of the contract.

Section 4: Employees who are duly enrolled members of the reserve components of the Armed Forces, State or Federal, are entitled to a leave of absence without loss of pay or benefits so as to enable them to attend military instructions or exercises which have been duly ordered held but such is not to exceed a two week period in any calendar year. An employee called to duty by reason of civil disobedience, disorder or insurrection shall have the same right limited to two weeks per call-up. Such employee shall be entitled to his full salary, less any wage compensation paid to him by the military. An employee so called shall be

ASSOCIATION FINAL OFFER

JULY 22, 1980

Section 5: In the event any unit member suffers a loss of vacation time due to any of the foregoing leaves he shall be entitled to schedule an alternate vacation after recovery to the extent that such can be completed in the same calendar year. At the discretion of the Chief such vacation selections may be carried into the following year.

Section 6: When there is a death in the immediate family of an employee, the employee shall be granted time off from duty without loss of pay to attend to burial and personal grievance but the period allowed shall not exceed a maximum of two twenty-four (24) hour duty periods with pay. In the event that a third duty day is needed, such can be granted at the discretion of the Chief. Immediate families defined as follows: spouse, mother, father, child, brother, sister, mother-in-law or father-in-law. Upon the death of any other relative or close friend, subject to appropriate verification, leave with pay not to exceed one twenty-four (24) hour duty day may be granted at the discretion of the Chief. All forty (40) hour per week employees shall be entitled to three (3) working days for immediate family deaths if reasonably needed, and one (1) working day for close friends and other relatives.

ASSOCIATION FINAL OFFER

JULY 22, 1980

ARTICLE 3 - ASSOCIATION AFFAIRS

Section 1: The Association shall be permitted to conduct business meetings in appropriate locations of the firehouse during normal standby hours upon giving the Chief at least 48 hours advance notice. Notices and bulletins authorized by Association officers may be posted in stations at approved locations.

Section 2: The aggrieved and Association officers shall be granted reasonable opportunity to conduct grievance investigations and to attend grievance hearings without deduction of salary if such are scheduled or necessary when the employee is on duty.

Section 3: Two members of the Bargaining Affairs Committee shall be temporarily excused from duty at the fire station to attend a regularly scheduled negotiation session with the City upon securing the consent of the Chief or other officer in charge which shall not be unreasonably withheld. Such employees shall remain subject to emergency duty recall if subsequently needed.

ASSOCIATION FINAL OFFER

JULY 22, 1980

ARTICLE 20 - AMENDMENT PROVISION

This Agreement is subject to amendment, alteration or addition only by subsequent written agreement entered into between the City and the Association. The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all of its terms and conditions.

ASSOCIATION FINAL OFFER .

JULY 22, 1980

ARTICLE 21 - PRIORITY

The terms and conditions of this Agreement shall supercede and take precedence over any prior rules, regulations, orders and/or directives in conflict with or in contravention of any of the terms and conditions of this Agreement.

ASSOCIATION FINAL OFFER

JULY 22, 1980

ARTICLE 23 - NO OTHER AGREEMENT

The City shall not enter into any other agreement, written or oral, with any of the members within the bargaining unit represented by the Association, either individually or collectively, which in any way conflicts with the provisions of this Agreement.

ASSOCIATION FINAL OFFER

JULY 22, 1980

ARTICLE 13 - HOLIDAYS

Every fifty-six (56) hour unit employee shall be entitled to one hundred twenty (120) hours of compensatory off time in lieu of holidays. The City may, on or before June 1, annually, by agreement with the employee, compensate any employee at the employee's regular hourly rate in exchange for any number of hours agreed to.

Fourty (40) hour unit employees shall be entitled to ten (10) paid holidays payable per existing practices.

The holiday off time shall be selected subsequent to vacation selections per existing practices. Later agreed paid hours will appropriately cause cancellation by the employee of equal hours of off duty time as he selects.

ASSOCIATION FINAL OFFER

JULY 22, 1980

RESIDENCY

The Association is satisfied with existing contract language.

ASSOCIATION FINAL OFFER

JULY 22, 1980

ARTICLE 26 - TERM OF AGREEMENT

This Agreement shall become effective as of January 1, 1979, and remain in full force and effect to and including December 31, 1980, and thereafter shall be considered automatically renewed for successive 12 month periods unless procedures are instituted in accordance with Section 111.77 of the Wisconsin Statutes. In the event such procedures are initiated, negotiations shall be instituted prior to September 1st of any year in which such request for negotiations is filed. In the event the parties do not reach written agreement by the expiration date, the existing Agreement shall be extended until a new Agreement is executed. Such extension of Agreement shall not, however, be a bar to retroactivity of the new Agreement reached.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____, 1980, at Waukesha, Wisconsin.

Appendix B

MICHAEL, BEST & FRIEDRICH

250 EAST WISCONSIN AVENUE
MILWAUKEE, WISCONSIN 53202

TELEPHONE
(414) 271-8580

CABLE: MIBEF

MADISON OFFICE:
ONE SOUTH PINCKNEY STREET
P. O. BOX 1806
MADISON, WISCONSIN 53701
(608) 257-3501

JOHN S. BEST
JOSEPH R. FILACHEK
ROY C. LABUDDÉ
JOHN A. MACIVER
FRANK J. PELISEK
JAMES C. MALLATT
BAYARD H. MICHAEL
JAMES P. SPOHN
PAUL R. PUERNER
JACQUES L. BERNHEIM
JOSEPH A. GEMIGNANI
ROBERT E. CLEMENCY
ANDREW O. RITERIS
MARSHALL R. BERKOFF
GAAR W. STEINER
DAVID R. OLSON
RICHARD T. O'NEIL
P. WILLIAM HABERMAN
ROBERT A. SCHNUR
LEE J. GERONIME
JEROME H. KRINGEL
DAVID J. CANNON
SCOTT H. ENGROFF
THOMAS E. ORENBERGER
ARVID A. SATHER
JEFFREY B. BARTELL
GLENN A. BUSE
JOHN R. BAPP
JEFFREY L. ABRAHAM
W. CHARLES JACKSON

TOD R. LINSTADTH
GORDON K. MILLER
R. THOR LUNDGREN
MYRON L. CAUBLE, JR.
JOHN L. BEARD
GUY F. GUINN
JOHN A. BUSCH
GREGORY C. JOHNSON
CHARLES P. SHURNER
ROBERT J. JOHANNES
JOHN R. DECKER
JOHN C. LAPINSKI
DAVID B. SMITH
THOMAS W. SCRIVNER
STEVEN J. RIEGEL
MICHAEL E. HUSMANN
DANIEL D. RYAN
FRANK J. SIGNORIELLO
TONI L. BONNEY
ROBERT T. YORK
MICHAEL E. JACKSON
MARK A. THINKE
KEVIN P. REAR
ELLEN C. SWARD
DWIGHT L. NYE
HERMAN E. FRIEDRICH
JAMES T. HARRINGTON
GERRIT D. FOSTER
HERMAN J. JONGEBLOED
OF COUNSEL
JOHN W. MICHAEL
11821-19791

September 15, 1980

RECEIVED

SEP 16 1980

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

Mr. Robert M. McCormick
Investigator
Wisconsin Employment Relations Commission
14 West Mifflin Street, Suite 200
Madison, Wisconsin 53703

Re: City of Waukesha (Fire Dept.)
Case XXXVII No. 24587 MIA-439
City - Final Offer

Dear Mr. McCormick:

The City's final offer of September 15, 1980 is not changed from its final offer of August 13, 1980, except that the parties, through direct discussions, have agreed upon a promotional procedure. We understand the Association's promotional procedure proposal will be dropped and the agreed upon language of the parties will reflect this new agreed item.

Very truly yours,

MICHAEL, BEST & FRIEDRICH

Marshall R. Berkoff
Marshall R. Berkoff

MRB:ns

Enclosure

cc: Mr. Lyal Lauersdorf
Mr. John Levenhagen
Mr. Robert Price
Mr. Thomas Wisniewski
Mayor Joseph LaPorte
Chief Fred Baumgart
W/Encl.

Appendix "B"

[City of Waukesha - Final Offer]

AUG 14 1980

City of Waukesha - International Association
of Fire Fighters - Local 407

MISCELLANEOUS AGREEMENT
BETWEEN CITY OF WAUKESHA AND
INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS - LOCAL 407

August 13, 1980

SUMMARY OF MISCELLANEOUS ITEMS

1. Cover page of Agreement to reflect new dates.
2. Update index to reflect new page numbers as typed. Renumber contract sections to decimal system. [Agreed by parties.]
3. Introduction - Modify dates to reflect two year Agreement (January 1, 1979 - December 31, 1980).
4. Section 14.02 - Change "workmen's" to "worker's". [Agreed by parties.]
5. Any other contract changes agreed to by the parties as previously agreed upon as of August 20, 1979 and in addition those items agreed upon in mediation on October 8, 1979.
6. All other provisions of expiring contract to remain unchanged except as amended by City in its final offer.

[City of Waukesha - Final Offer]

City of Waukesha - International Association
of Fire Fighters - Local 407

August 13, 1980

Article IX - Health Insurance
and Life Insurance

9.01 - The City will pay the 1979 monthly premium cost of the improved group hospital, surgical, out-patient and diagnostic coverage under the plan provided by the City of:

Monthly single premium - \$ 48.12*
Monthly family premium - 128.35*

In 1980, if the premiums increase above the stated amounts, the City and employee will each pay one-half (1/2) of such increased premium or the employee will pay 10% of the total premium, whichever is of less cost to the employee. If the employee's contribution should exceed \$5.00 per month, the parties agree to meet upon request to consider alternate coverage or carriers.

9.02 - [Modify last sentence to read:]

Any increase in such premium cost in 1980 will be paid for in full by the City.

*Employee contributions to such premiums paid in 1979 will be reimbursed to the extent paid or deducted.

[City of Waukesha - Final Offer]

City of Waukesha - International Association
of Fire Fighters - Local 407

August 13, 1980

Article XI - Exchange of Tours of Duty

11.01 - Same

11.02 - A trade of duty time may be requested by an employee providing the employee secures a qualified replacement and the trade is approved in writing by the Chief or designated officer. Employees recognize repayment of trades are a responsibility of the employees involved and the City shall not incur any overtime liability by reason of such trades.

((

[City of Waukesha - Final Offer]

City of Waukesha - International Association
of Fire Fighters - Local 407

August 13, 1980

Article XI - Exchange of Tours of Duty

11.01 - Same

11.02 - A trade of duty time may be requested by an employee providing the employee secures a qualified replacement and the trade is approved in writing by the Chief or designated officer. Employees recognize repayment of trades are a responsibility of the employees involved and the City shall not incur any overtime liability by reason of such trades.

[City of Waukesha - Final Offer]

City of Waukesha - International Association
of Fire Fighters - Local 407

August 13, 1980

Article XIV

14.04 - Funeral Leave (New)

When there is a death in the immediate family of an employee, the employee shall be granted time off from duty without loss of pay to attend the funeral, but the period allowed shall not exceed a maximum of two (2) twenty-four (24) hour duty periods with pay. Immediate family is defined as the employee's spouse, mother, father, child, brother, sister, mother-in-law or father-in-law.

[City of Waukesha - Final Offer]

City of Waukesha - International Association
of Fire Fighters - Local 407

August 13, 1980

Article XX
1979-1980 Fire Department Salaries*

20.01 -

<u>Fire Fighters</u>	<u>1/1/79</u>	<u>1/1/80</u>
1st year	\$1,183	\$1,279
2nd year	1,259	1,361
3rd year	1,312	1,418
4th year	1,332	1,440
5th year	1,347	1,456
<u>Inspectors</u>	1,369	1,480
<u>Lieutenants</u>	1,464	1,583
<u>Captains</u>	1,572	1,699

20.02 - Effective January 1, 1979, the City will pay six dollars (\$6.00) per twenty-four (24) hour tour of duty to personnel qualified, assigned and working as paramedics on that tour and three dollars (\$3.00) per twenty-four (24) hour tour to Emergency Medical Technicians Grade 1 (EMT-1) qualified, assigned to ambulance duty and working as EMT-1's on that tour.

*Salaries retroactive to January 1, 1979.

[City of Waukesha - Final Offer]

City of Waukesha - International Association
of Fire Fighters - Local 407

August 13, 1980

Article XXV - Residency

25.01 - Employees hired before January 1, 1977 shall continue to reside within a twelve (12) mile radius of Fire Station No. 1. Employees hired after January 1, 1977 must reside in the City of Waukesha or move into the City of Waukesha within eighteen (18) months after the date of their hire. This period may be extended if a hardship would otherwise result.

September 19, 1980

Mr. John K. Brendel
Brendel, Flanagan, Sendik &
Fahl, S.C.
Attorneys at Law
6324 West North Avenue
Wauwatosa, WI 53213

Mr. Marshall R. Berkoff
Michael, Best & Friedrich
Attorneys at Law
250 East Wisconsin Avenue
Milwaukee, WI 53202

Re: City of Waukesha (Fire Department)
Case XXXVII No. 24587 MIA-439
Exchange of Last and Final Offers
As Revised By Accord On Promotional
Procedure, dated September 9, 1980

Gentlemen:

Please find enclosed copies of your final offers submitted by August 14, 1980, which reflect a compilation of the current unresolved issues, devoid of the stipulated matters. The undersigned had deleted the following pages from the Association's final offer, dated July '2, and submitted on August 13, 1980, which reflect negotiated accords:

- Promotional Procedure - Article 19
- Clothing Allowance - Article 15
- Preamble
- Recognition - Article 2
- Overtime - Article 7
- Grievance Procedure - Article 18
- Waiver of Rights - Article 22

Further, the undersigned has deleted a page from the City's final offer of August 13, 1980, namely, Clothing Allowance and Replacement, 15.01 of Article 15, upon which the parties have reached agreement.

I have taken the liberty to enclose the cover letters of counsel as well as copies of the recent accord on promotions procedure.

This is to confirm, from your letters of September 15, 1980 that the parties have no further revisions to make to their last and final offers submitted on August 13 and August 14, 1980, respectively, except for expunging the issue on promotion. As a result thereof, the

Mr. John K. Brendel
Mr. Marshall R. Berkoff
September 19, 1980
Page two

undersigned shall issue "Advice to Commission" on Tuesday, September 23, 1980, which operates to close the investigation.

Shortly thereafter, the Commission shall issue its "Order Requiring Arbitration", and send the attending list of arbitrators for strike and selection.

Thank you for your cooperation in this matter.

Very truly yours,

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

Robert M. McCormick
Investigator

RMM/car
Enclosures