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CITY OF WEST ALLIS
CITY TREASURER

December 1, 2003

Mayor Bell & Common Council Members
7525 W. Greenfield Ave.
West Allis, Wisconsin 53214

Honorable Mayor & Council Members:

Over the past number of months, there was an unsubstantiated rumor of an unwritten "me too" offer having been made to the West Allis Firefighters Union as part of their contractual settlement in 2002. Apparently, these rumors are, in fact, true. According to last week's West Allis Star, both Alderman Thomas Lajsic and City Administrator Paul Ziehler confirmed to a reporter that such an offer was made.

Local 80 finds this information very perplexing for a number of obvious reasons. First and foremost, when negotiations for the current labor agreement were initiated in 2001, the City's chief negotiator, Personnel Manager, Sue Brees clearly stated that there would be no "me too" clause in any labor agreements this year. Assuming this was a Common Council directive that was an out-growth of the previous labor agreement settlement with Local 80 in which a "me too clause" was negotiated and included, *in writing*, as part of the first labor agreement settlement reached with any of the city unions in 1998, Local 80 took Ms. Brees at her word that such language would not be considered for any union and did not pursue such language.

As negotiations proceeded, Ms. Brees gave no indication of any change in position relative to the "me too" language. Even after the City reached a settlement with the Firefighters, the first among the various unions, and a State Mediator was brought in to help resolve the impasse with Local 80, not once did Ms. Brees inform or give any indication to either Local 80 or the state appointed mediator that a "me too" clause, written or unwritten, was part of the Firefighter settlement. To the contrary, she made it very clear that the Common Council would not support any settlement in excess of the terms and conditions of the Firefighter settlement. While local 80 was not provided with a written copy of the tentative agreement reached with the Firefighters, the State Mediator did review the settlement and informed Local 80, when asked, that there was no "me too" language in the agreement. Satisfied that such language did not exist, Local 80, with the assistance of the State Mediator, reached agreement on a new contract with the City.

Ms Brees elected to deceive the Arbitrator and thus Local 80 by failing to indicate that unwritten "me too" language was actually part of the Firefighter tentative settlement and therefore, the terms and conditions of the Firefighter Agreement were not, in fact, the total agreement

Local 80 is highly distressed with what we now realize was clearly a deceitful approach to negotiations taken by the City. Local 80 has, heretofore, felt that we have had an honest, open and good working relationship with the City. I cannot over-state the adverse impact that this type of bargaining will have on our relationship. We are of the strong opinion that the City, by its actions, has committed an unfair labor practice. Specifically, it failed to bargain in good faith. As such, Local 80 is prepared to explore any and all options available to rectifying this injustice.

In an effort to resolve this issue in a fair and expeditious manner, by this letter, the Union both requests and expects that the Common Council offer Local 80 the same "me too" language offered the Firefighters. Since this offer apparently was not in writing, we would also request a written copy of the Firefighter offer be included with the written offer to Local 80.

I cannot begin to speculate whether the local's membership will be interested in accepting the offer, primarily because I do not know the specifics of the offer. However, I am convinced that if the West Allis Common Council is interested in salvaging any semblance of integrity, they will correct this injustice, and treat us fairly and honestly by making the same offer to Local 80 that is being made to the Firefighters.

Thank you for your consideration of this matter.

Yours truly,



Tad Powalisz
President - Local 80
AFSCME



CITY OF WEST ALLIS

WISCONSIN



City Clerk/Treasurer Office

Paul M. Ziehler
*City Administrative Officer
Clerk/Treasurer*

Dorothy E. Steinke
Deputy City Treasurer

Monica Schultz
Assistant City Clerk

January 27, 2004

Tad Powalisz
Local 80 President

Dear Mr. Powalisz,

On January 20, 2004, the Common Council approved the communication regarding the "me too" offer made to the West Allis Firefighters Union as part of their contractual settlement in 2002.

Sincerely,

Monica Schultz
Assistant City Clerk

/dm



CITY OF WEST ALLIS

WISCONSIN



City Administrative Office

Paul M. Ziehler
City Administrative Officer
Clerk/Treasurer

February 2, 2004

Mr. Tad Powalisz
President – Local 80 AFSCME
City of West Allis

Dear Tad:

You were previously notified by the Clerk/Treasurer's Office that the Common Council, at its meeting on January 20, 2004, approved your December 1, 2003 request to offer to both Local 80 groups (Public Works and Administrative/Clerical) the same "me too" language offered to the West Allis Fire Fighters. I thought a further explanation was necessary in order to set the parameters for you and make it clear what the Common Council approval of your request includes.

The approval of your request is based on a "good faith understanding" the City had with the West Allis Fire Fighters. It was not a signed, written agreement, nor was it enforceable as an agreement between the City and the Fire Fighters. Nevertheless, it was an understanding that existed and was honored by the Council. The understanding had some aspects that did not come into play as a result of the Police Union arbitration award. Only one aspect of the understanding dealing with comparable wages resulted in the subsequent extension of similar salary increases for the Fire fighters Association that the Police won in the arbitration award.

The West Allis Fire Fighters Local 1004 submitted its request, dated November 19, 2003, to the City. At its meeting on December 2, 2003, the Common Council approved the request, as amended. The amended City approval included the following:

1. Effective date of January 1, 2004 (adjustment for 2004 and 2005 only).
2. No back pay for 2002 and 2003.
3. Since the 2004 budget is fixed, implementation of the higher salaries will likely reduce staffing, recognizing the fact that the Police & Fire Commission makes the final decision.

Therefore, the Common Council's offer to both Local 80 units is under these same terms. Specifically, they are:

Mr. Tad Powalisz
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1. Effective date of January 1, 2004 (adjustment only for 2004 and 2005).
2. No back pay for 2002 and 2003.
3. Since the 2004 budget is fixed, acceptance of this City offer and implementation of the higher salaries will reduce staffing.

I trust this explanation is clear. However, if you have any questions or need further information or clarification, please feel free to contact me. If our attendance at any meeting or discussion is necessary, please let me know.

Sincerely,



Paul M. Ziehler,
City Administrative Officer
Clerk/Treasurer

PMZ:jfw

cc: Mayor Bell
Aldersperson Sengstock
Aldersperson Czaplewski
Gary Schmid
Sue Brees
Mike Pertmer
Jim Burnham
Clerk/Treasurer's Office File

ADM\CORR\ME TOO APPROVAL.LOCAL 80 REQ