
In the Matter of the Petition of

LOCAL 1816, INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS

To Initiate Final and Binding
Arbitration Between Said
Petitioner and

CITY OF CHIPPEWA FALLS

Case XXVI
No. 16317
MIA-31
Decision No. 11537-A

Appearances:

Mr. Walter Boos, City Clerk, for the City.

Mr. Ed Durkin, Vice-President, International Association of
Fire Fighters, for the Association.

FINAL AND BINDING ARBITRATION AWARD

City of Chippewa Falls, Wisconsin, hereinafter referred to as the City, and Local 1816, International Association of Fire Fighters, hereinafter referred to as the Association, were unable to resolve a dispute concerning terms and conditions of employment to be in effect during calendar year 1973. The Association initiated final and binding "final offer" arbitration under Section 111.77, Wisconsin Statutes. The Wisconsin Employment Relations Commission appointed the undersigned as arbitrator pursuant to his selection by the parties from a panel furnished them by the Commission.

The final offers submitted to the Commission by the parties indicated two basic areas of disagreement, wages and sick leave computation. An arbitration hearing was held at Chippewa Falls on March 22, 1973. On the day of the hearing the Association made a new offer in which it changed its proposal on the sick leave question by agreeing to continue the sick leave language which was in effect in 1972. The City accepted the Association's change. The parties remained in disagreement, however, on the wage issue.

The City's final offer is to increase the base salary of firefighters covered by the agreement by 6% effective January 1, 1973.

The Association's final offer is to increase the base salary of firefighters covered by the agreement by 8 1/2% effective January 1, 1973.

At the hearing no transcript was made. Both parties were given full opportunity to offer testimony and evidence and make arguments. Neither party elected to file a post-hearing brief. The record was thus completed at the close of the hearing.

POSITIONS OF THE PARTIES:

City: The City's position may be summarized as follows:

The City made an offer of a 6% increase. In so doing it used the same guidelines which were offered to and accepted by the City Police, the unionized city employees in the Street Department, Water Department and Waste Treatment Department and the City Employees' Association. The City is not persuaded that it should give a more generous increase to the firefighters than to the other employees.

Association: The Association's position may be summarized as follows:

The Association believes that the firefighters of Chippewa Falls are underpaid and in fact will still be underpaid even if its final offer of 3 1/2% increase is supported by the arbitrator. This assessment is based on comparisons of City firefighter salaries with other firefighters in the geographic area, public employees employed by Chippewa Falls and private employees, State and Federal employees employed in the Chippewa Falls area. In addition, the Association finds support for its position in cost-of-living increases which have occurred during the past year.

FACTS:

The City's presentation was a brief one based on one central point, namely, that its proposal treats firefighters just as well as all of its other groups of employees. The City's presentation was limited to some cross examination of Association witnesses and a presentation of salary comparisons with two Wisconsin cities, Antigo and Menomonie.

The Association's presentation was based largely on a variety of wage comparisons. Shown in the following Table are the 1972 rates for Chippewa Falls firefighters, the City's final offer for 1973, and the Association's final offer.

	<u>1972</u>	<u>City 1973</u>	<u>Association 1973</u>
Pipeman I	6970	7388	7563
Pipeman II	7721	8184	8378
Driver	8123	8610	8813
Lieutenant	8374	8876	9086

Based on the 2912 hours worked by firefighters in the department the Association calculates its hourly pay rate during 1972 as ranging from \$2.39 per hour for Pipeman I to \$2.98 per hour for Captains.

The Association compared its salaries to those of Chippewa Falls policemen. The differentials in 1972 as well as the differentials in effect with each of the final offers are as follows:

<u>Rank or Grade</u>	<u>1972 Police</u>	<u>1972 Fire</u>	<u>1972 Differ- ential</u>	<u>City Offer 1973 Diff.</u>	<u>Assn. Offer 1973 Diff.</u>
1st year	7604	6970	-634	-671	-496
2nd year	7890	7721	-169	-177	+17
3rd year	8459	7721	-738	-777	-583
Sgt./Driver	9019	8123	-896	-943	-740
Lt./Lt.	10056	8374	-1682	-1780	-1570

The Association noted that the entry qualifications for police and fire positions are identical in terms of prior education and experience. The Association made no comparison of duties or responsibilities nor did it attempt to explain why the existing differentials between police and firefighters should be narrowed.

The Association offered one comparison with wages in private employment in Chippewa Falls. It drew a comparison with "carry out" rates at local supermarkets which begin at \$1.90, go to \$2.00 after 30 days and after twelve months range from \$2.28 to \$2.38. These latter salaries were just below the 1972 rate for Pipeman I. The Association uses "carry outs" to demonstrate that a job involving high school students pays almost as much as a firefighter job requiring a high school diploma.

The Association offered the following comparisons with other employees working in the Chippewa Falls area and whose employment requires no more than the high school education required of firefighters:

Federal Employees: (postal worker) The Association's figures indicated that commencing July 1, 1973, a beginning postal worker in Chippewa Falls will receive \$9,027 plus a cost-of-living bonus, an amount which would exceed the Association's proposed new rate for lieutenants.

State Employees: (institutional aides at Northern Wisconsin Colony) "Northern Wisconsin Colony" is located in the area serviced by the Chippewa Falls fire department. The Association drew the following comparison showing, among other things, 1972 annual starting salaries and maximum annual salaries (including the longevity steps given to firefighters):

	<u>Annual</u>	<u>Max. Annual</u>		<u>Annual</u>	<u>Max. Annual</u>
Pipeman I	\$6970	\$6970	Inst. Aid I	\$6744	\$ 8652
Pipeman II	7721	7952	Inst. Aid II	7272	9348
Driver	8123	8447	Inst. Aid III	7824	10056
Lieutenant	8374	9106	Inst. Aid IV	8352	10788
Captain	8700	9442	Inst. Aid V	8924	11688

Private Employees: The Association introduced the collective agreement of the Uniroyal Corporation and the United Rubber, Cork, Linoleum and Plastic Workers of America, Local 19 in Eau Claire, Wisconsin. It showed hiring rates for some positions in the "Mechanical Division" at \$3.30 per hour with an increase to \$3.75 after 4 weeks and to \$4.70 after 8 weeks. It showed a progression rate from \$3.30 to \$5.41 and a "helpers" rate of \$4.70 per hour.

Lastly, the Association drew comparisons with the Eau Claire firefighters. The firefighter in Eau Claire receives \$9,060 per year for the same number of hours of work for which the Chippewa Falls firefighter would receive \$8,144 under the City's proposal and \$8,378 under the Association's proposal.

Cost of Living:

The Association introduced two articles from the St. Paul Pioneer Press. The first reported an 8.4% increase in the price of food in the Twin Cities area in 1972, considerably higher than the overall cost-of-living increase of 3.2% reported in the same article. The second reported a 1.3% rise in wholesale food prices in January 1973.

Ability to Pay:

The Association introduced tax data as well as figures showing Chippewa Falls' share of Federal revenue sharing in 1972. The City did not claim inability to pay what the Association is asking, although the City notes its tax rates are the highest in the County.

DISCUSSION:

In the arbitrator's judgment "ability to pay" is not at issue in this case. That was not the City's defense nor does anything in the record indicate that the City could not pay what the Association proposes.

Also, in the arbitrator's judgment "cost of living" increases in 1972 were not so high as to be a decisive factor in this case. The cost-of-living increase was slightly over 3%. Both the City's offer and the Association's offer exceed that figure and in fact both figures are higher than the 5.5% "guideline" which was the established and commonly accepted increase negotiated by labor and management during the wage controls effective during 1972.

The arbitrator has studied the wage comparisons presented by the Association and has not found them persuasive. While they may indicate that there is some justification for improved salaries for firefighters, they are not complete enough or sufficiently related to conditions of firefighters to persuade the arbitrator that the Association's 8 1/2% offer is more reasonable than the City's 6% offer.

The comparisons with postal workers and State institutional employees are comparisons with salary classification plans established centrally in Washington or Madison without reflecting local or regional labor market conditions or patterns. The arbitrator is not persuaded that the City of Chippewa Falls should feel compelled to measure its salaries by what the Federal or State governments pay their employees working in the Chippewa Falls area.

The Association made no comparisons with Chippewa Falls employers except with "carry out" service. This one example does not give the arbitrator enough information about local wage conditions to persuade him that firefighters are being underpaid in terms of the local labor market.

Regarding the comparison with Chippewa Falls policemen, the arbitrator can draw no support either for or against the firefighters. There is an existing differential in police and fire salaries. The rationale for the differential was not a part of the hearing. Each group will receive the same percentage increase according to the City's offer. The Association did not present testimony or arguments justifying a narrowing of the differential.

The two remaining comparisons, with Uniroyal and with Eau Claire fire department may be the best indicators that the Chippewa Falls firefighters should receive more pay, but both comparisons suffered from a lack of completeness and context in which to measure them.

Regarding Uniroyal, the Association points out that half of Uniroyal employees live in the Chippewa Falls area. However, it is not clear how typical it is for Chippewa Falls residents to be paid amounts equivalent to Uniroyal rates or how typical the Uniroyal rates are in industry in the Eau Claire-Chippewa area.

The Uniroyal figures themselves are somewhat difficult to interpret. The Association cited rates in Mechanical Division and Plant Engineering craft jobs, and jobs leading to craft jobs with further training. It appears, however, that most Uniroyal employees are on incentive rates and their earning rate is not readily apparent from the contract. On the jobs cited by the Association it is not clear what the level of skills, or duties is. Also, regarding the "progression rates", the contract says on page 155 where the rates appear, "It is not the Company's intention to hire employees who do not possess the proper qualifications for a skilled job, but in the event it occurs at some future date, these employees would go through the progression rates." Thus, it is not clear to what extent the progression rates are used nor what rates are paid to persons lacking particular skills who enter employment at Uniroyal with a high school education.

Regarding the comparison with the Eau Claire firefighters, the salary differential is large and is the strongest indicator that the Association's case might have justification. There is nothing in the record to indicate that firefighting in Eau Claire is more difficult than in Chippewa Falls or that duties and responsibilities are different. The Association figures indicate that Chippewa Falls has .75 firefighters per 1,000 population in the City and townships served by the department compared to 1.5 per 1,000 in Eau Claire and that each Chippewa firefighter services a much higher assessed property valuation than does each Eau Claire firefighter.

Nevertheless, the Eau Claire comparison is the only firefighter comparison presented, and the arbitrator cannot determine that the Chippewa Falls department is underpaid based on that one comparison. Other figures from the region would be relevant as would comparisons with rates paid to firefighters in cities of comparable size and wealth in other parts of the State. There is no context in which to put the Eau Claire comparison.

CONCLUSION:

The arbitrator does not view as unreasonable an offer which compensates for cost-of-living increases, which is of a size commonly being negotiated and which is the same offer made to and accepted by other employees of the employer. While none of these factors precludes a higher increase to firefighters, they do require, in the arbitrator's view, that the case for additional pay be a strong one. While the Association's presentation gave several indications that salaries may be in need of upward adjustments, it did not give a complete enough picture of local or area labor market conditions or comparisons with other "comparable" fire departments in the state to justify the 8 1/2% offer which it sought. While the 8 1/2% offer is not "unreasonable," given the facts and circumstances presented the Arbitrator has opted for the 6% figure offered by the City and thus makes the following:

AWARD

The present dispute is ordered resolved by implementation of the City's "final offer" of "1972 base annual salary of each firefighter covered by agreement to be increased by 6% of his respective base salary," effective January 1, 1973.

Dated at Madison, Wisconsin, this 20th day of April, 1973.

Edward B. Krinsky /s/
Edward B. Krinsky
Arbitrator