

BEFORE THE ARBITRATOR

In the Matter of the Arbitration :
of a Dispute Between :

RICE LAKE PAID FIRE FIGHTERS : ARBITRATION AWARD
ASSOCIATION :
LOCAL 1793 : Case I
-and- : No. 16313 MIA-28
CITY OF RICE LAKE : Decision No. 11618-A

APPEARANCES

Mr. Edward Durkin, International Fire Fighters' Union, for the Association

Mr. Edward Conley, City Attorney, and Mr. F. J. Nutter, Chairman, Negotiating Committee, for the City

ARBITRATION BOARD: Mr. Theodore T. Ryan, appointed by the Association
Mr. James W. Covey, appointed by the City
Mr. Robert J. Mueller, appointed by the W.E.R.C.

BACKGROUND

Rice Lake Paid Fire Fighters Association Local 1793, herein after referred to as the Association, and City of Rice Lake, Wisconsin, herein after referred to as the City, were unable to reach agreement in the terms of employment of a collective bargaining agreement for calendar year 1973. On December 13, 1972, the Association filed a petition with the Wisconsin Employment Relations Commission, requesting the Commission to initiate final and binding arbitration pursuant to Section 111.77 (3) of the Municipal Employment Relations Act, regarding an impasse existing between the parties in collective bargaining over wages, hours and working conditions of the fire fighting personnel for 1973. On January 12, 1973, the Commission conducted mediation in the matter. The parties were unable to reach agreement and the impasse continued. On February 15, 1973, the Commission made findings of the above facts, and concluded that an impasse existed. The Commission certified that the conditions precedent to the initiation of compulsory final and binding arbitration as required by Section 111.77 of the Municipal Employment Relations Act had been met, and ordered that arbitration be initiated. The Commission further ordered each party to file a copy of its final offer in written form with the Commission and on the other party and select an arbitrator or board of arbitrators. On April 11, 1973, pursuant to notification of selection by the parties, the Commission appointed the undersigned to serve as the third and neutral member of a Board of Arbitration, and that Mr. Theodore Ryan would serve as representative for the Union and Mr. James Covey would serve as representative for the Employer. The hearing was held on the matters remaining in issue on June 4, 1973, in Rice Lake, Wisconsin. The parties were present, were afforded full opportunity to submit such evidence and offer such testimony as they deemed relevant. No briefs were exchanged by the parties on the matter.

PERTINENT STATUTORY AUTHORITY

Wis. Stat. 111.77 (5): "The proceedings shall be pursuant to form 2 unless the parties shall agree prior to the hearing that form 1 shall control.

Wis. Stat. 111.77 (6): In reaching a decision the arbitrator shall give weight to the following factors:

- (a) The lawful 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 employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees 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 employees, 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 proceedings.
- (h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

FINAL OFFER OF THE ASSOCIATION

- A. Thirty dollars (\$30.00) per month cost of living raise.
- B. The four (4) year longevity plan of five (\$5.00) dollars per month raise for every four years service up to twenty (20) years of service.
- C. Thirty dollars (\$30.00) per month across the board raise.
- D. All members of the Association be paid retroactively from January 1, 1973, for wages and call-in pay.
- E. All benefits and rights of the 1912 working agreement with the City of Rice Lake, Wisconsin, continue and be enforced.

FINAL OFFER OF THE CITY

- A. Thirty dollars (\$30.00) per month cost of living raise.
- B. The four (4) year longevity plan of five (\$5.00) dollars per month raise for every four years.
- C. Ten dollars (\$10.00) per month across the board merit increase.
- D. Longevity to be paid beginning the anniversary date of employment rather than the first of the following year.

DISCUSSION

No agreement by the parties was entered before the undersigned to the effect that form 1 arbitration is the form requested by the parties. Pursuant to statute it therefore follows that form 2 arbitration shall govern these proceedings, and the arbitrator therefore must select the final offer of one of the parties without modification.

The sole issue presented in this matter is economic. The undersigned will therefore confine his considerations to the matters referred to in Section 111.77(6) of the Wisconsin Statutes under the following paragraphs:

- (C) The cities ability to pay.
- (D) Comparison of wages, hours and conditions of employment in comparable public and private employment.
- (E) The cost of living.
- (F) Overall compensation and benefits.

CONSIDERATION #1--THE CITY'S ABILITY TO PAY

No direct argument was advanced by the city that the Union proposal was of such significance that the city did not have the ability to meet the cost thereof. Their contention was primarily directed at the argument that the firefighters were given a greater percentage raise than that granted to all other city employees and that the additional increase as applied to other city employees would amount to a substantial cost increase.

While such contention is one to be considered, it does not necessarily follow that other employees would likewise be entitled to such greater increase. The critical consideration involved is that of determining what is the appropriate and fair rate for firefighters in that particular occupation. It may well be that a particular group of employees is being reasonably compensated for the type of work they are performing. On the other hand, it may well be found that a particular group of employees are not being appropriately paid for the particular type of work they are performing. In the latter situation, a greater adjustment would be justified in order to obtain equity. The instant situation must be evaluated, in the first instance, on the basis of comparing firefighters in Rice Lake to the same profession in comparable communities. Because of such consideration, and in view of the fact that ability to pay was not specifically presented as a major consideration, the undersigned is of the opinion that the other considerations referred to in the statute are more meaningful to an end determination in this case.

CONSIDERATION #2--COMPARISON OF WAGES AND BENEFITS IN COMPARABLE PUBLIC AND PRIVATE EMPLOYMENT

The evidence revealed that the firefighters at Rice Lake worked 63 hours per week. Approximately three or four years ago the workweek was reduced from 72 hours to 63 hours. Employees hired into the department are hired in at \$491.00 per month. After six months they are raised to \$529.00 per month and after another six months they receive \$572.00 per month. After two years of employment, on recommendation by the chief of the department, such employee is classified as a firefighter and receives \$587.00 per month. Such monthly rate is equal to an hourly rate of \$2.16.

The city's proposal of \$40.00 per month increase would raise the top rate to \$627.00 per month which is equivalent to \$2.31 per hour. The Association proposal of \$60.00 per month increase would raise the monthly rate to \$637.00 per month which is equivalent to an hourly rate of \$2.39 per hour.

The Union entered into evidence exhibits comparing the hourly rate of firefighters in cities with a population under 25,000 in which the average hourly differential from the hourly rate that would result from implementation of the Union proposal would leave the city of Rice Lake .55 cents per hour below the mean average of the ten cities contained in said exhibit.

The Union also presented an exhibit setting forth the hourly rates for local private employers in Rice Lake, which exhibit revealed that the hourly rate of firefighters under the Union proposal would be .61 cents per hour below the average of the seven listed employers contained in such exhibit.

The Union also submitted into evidence the hourly rates of other public employees in Rice Lake which included the city police officer, county police officer, mail carrier-postal department, city truck driver, and maintenance and grader man #1, wherein the average of such classifications as compared to the hourly rate of \$2.39 of the Union proposal would leave the firemen hourly rate \$1.47 per hour below the average of such other public employees.

The city entered no exhibits concerning comparisons, but restricted their position primarily to the fact that the firefighters were being offered a raise equal to that granted to other city employees on a percentage basis. The city, at the hearing, did present testimony to the fact that the starting rate for employees in three local industries ranged from \$1.90 per hour to \$2.15 per hour. Their primary contention for distinguishing the hourly rate from the monthly pay for employees, is the fact that firefighters put in more hours, but that the total hours are not fully productive hours.

The undersigned has supplemented the information and exhibits presented by the parties in this case, by reference to the summary tabulation of salaries and fringe benefits for municipal fire department positions published by the State of Wisconsin Department of Administration, State Bureau of Personnel. The evidence presented by the parties revealed that the city of Rice Lake has a current population of approximately 7,300 and serves adjacent areas so that their total service area would be in the neighborhood of 10,000 or 11,000. The State Bureau of Personnel tabulation reveals that the cities of Ashland and Antigo are relatively comparable in population comparison and that such two municipalities also work 63 hours per week. The 1972 tabulation referred to by the undersigned reveals that Ashland is \$13.00 per month above Rice Lake and Antigo is \$16.00 per month above Rice Lake. The 1973 rate for Ashland is not available, however Antigo fire department employees receive \$637.00 per month for 1973.

Further study of such tabulation reveals that four additional cities are relatively comparable with respect to population serviced;

<u>City</u>	<u>Hours Worked</u>	<u>Monthly Rate (72)</u>	<u>Hourly Rate</u>
Merrill	67	677.00	2.35
Marinette	56	625.00	2.60
Menomonie	56	595.00	2.48
Rhineland	62	658.00	2.46
Rice Lake	63	587.00	2.16

COMPARISONS INVOLVING 1973 RATES

<u>City</u>	<u>Monthly Rate</u>	<u>Hourly Rate</u>
Merrill	720.00	2.50
Marinette	?	?
Menomonie	648.00	2.69
Rhineland	658.00	2.47
Rice Lake		
City Proposal	627.00	2.31
Association Proposal	647.00	2.39

From the above comparison it is clear that Rice Lake is somewhat lower than those the undersigned considers the most appropriate comparables. As compared to the ones who work a similar number of hours, the comparison reveals that the monthly and hourly rate afforded Rice Lake employees is low. When compared to the cities of Marinette and Menomonie, the survey reveals that such employees work 56 hours per week and as a result receive a substantially higher hourly rate.

In the judgment of the arbitration panel, based upon the above comparisons, and based upon the evidence submitted herein with reference to the pay afforded employees in private employment and the pay afforded employees in other public employment, it is the conclusion of the panel that the Association proposal should be afforded the greater merit.

CONSIDERATION #3--THE COST OF LIVING

Without engaging in specific recitation of cost of living figures and computations thereof, it is clearly evident in view of the accelerated rate of inflation that has occurred during the past 12 to 18 months that a cost of living analysis would favor the Association proposal as being the most appropriate.

CONSIDERATION #4--OVERALL COMPENSATION
AND BENEFITS

The parties did not present any evidence with respect to the fringe benefits involving the Rice Lake firefighters. The parties further did not present any matters into evidence with respect to any other fringes received by other comparatives. For that reason, the panel is not able to take into consideration or to evaluate such matters. On the premise that the overall comparison concerning the fringes are relatively equal, the panel presumes that such was the reason that the parties did not introduce any evidence in such area. The panel is not unmindful of the consideration that the continuity and stability of employment of the Rice Lake firefighters should be given consideration. Such consideration, however, is one to be

considered when viewing such comparison with other private employers. As to the validity of such comparison with other public employees and specifically to firefighters in other municipalities, it is reasonable to presume that there exists no difference. The stability and continuity in such comparison would be relatively equal and therefore not subject to comparative differentiation.

On the basis of the above facts, evidence and discussion thereon, it therefore follows that the arbitration panel renders the following,

AWARD

It is the award of the arbitration panel that the final offer of the Association herein before set forth is selected pursuant to Wisconsin Statutes Section 111.77 and is hereby incorporated as the award. The collective bargaining agreement shall consist of all matters heretofore agreed upon between the parties and shall incorporate the terms and conditions as contained in the final offer of the Association.

Dated August 1, 1973

Robert J. Mueller /s/
Robert J. Mueller,
Arbitrator appointed by the W.E.R.C.

I hereby assent to the Arbitration Award dated Aug. 1, 1973.

Theodore T. Ryan /s/
Aug. 3, 1973

I hereby dissent to the Arbitration Award dated Aug. 1, 1973.

James W. Covey /s/
Rice Lake, Wis.