

OPINION  
IN  
ARBITRATION

CITY OF LA CROSSE (Wisconsin)

-vs

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,  
LOCAL UNION #127, AFL-CIO

WISCONSIN EMPLOYMENT RELATIONS  
COMMISSION  
Case VI #16703 - MIA - 47  
Decision No. 11942-A

ISSUE IN DISPUTE: Whether the \$62.00 or the \$50.00 per month across-the-board increase, made as a "final offer" by the Union and the City, respectively, should be incorporated into the 1973 Agreement between the parties.

ARBITRATION PROCEEDINGS

In a letter dated July 16, 1973, the Wisconsin Employment Relations Commission informed the undersigned arbitrator, H. Herman Rauch, that he had been chosen to be the impartial member of a 3-member Arbitration Board to hear and decide the issue cited above. The Union appointed Edward D. Durkin, Vice-President of the International Association of Firefighters, AFL-CIO, as its representative on the Board, and the City selected Bruce K. Patterson, Employee Relations Director of the City of Wauwatosa, Wisconsin, as its representative. By agreement of all concerned, the arbitration hearing was held in the City Hall, La Crosse, on August 15, 1973.

The parties submitted their original post-hearing briefs to the Board on September 11, 1973, and their response briefs on September 25, 1973.

The Arbitration Board met on October 17 and on October 25, 1973 to perform its function in the matter.

PRESENT FOR THE PARTIES

For the City of La Crosse: Ferdinand Sontag, Chairman, Finance  
Committee, City Council  
Jerome H. Rusch, Director of Personnel  
John K. Flanagan, City Attorney

For the Union: Dennis J. Reget President  
Leslie W. Tyler Vice-President  
Jerry R. Kolb Secretary-Treasurer  
James W. Gegenfurther Trustee  
Robert H. Jorgenson Trustee  
Richard C. Schoen Trustee  
Glen Jones Committee Member  
James A. Dayton Captain  
Donald L. Goodman [Gleiss, Goodman & Osborne; Sparta,  
Wis.] Attorney

BACKGROUND TO ISSUE

On April 13, 1973, the Union submitted to the Wisconsin Employment Relations Commission a "petition for final and binding arbitration" of the matters which remained unresolved in the negotiations between the parties for their 1973 Agreement. The parties then submitted their "final offers" on the several matters which remained in dispute.

During the course of the arbitration hearing here involved, the Union, 1) withdrew its objection to the City's proposed clarification of the "Funeral Leave" clause, and 2) dropped its request for 3 hours' "call back" pay. As a result, the only issue which now remains in dispute is the above cited general wage increase issue.

In this case, the Arbitration Board functions under and is required to pursue a course of action prescribed by Section 111.77 of the Wisconsin Statutes. Among those requirements is its obligation to "select the final offer of one of the parties and [to] issue an award incorporating that offer without modification." Therefore, the Arbitration Board must determine whether (under the guidelines also established by the cited Statute) the "\$50.00 per month on all classifications" (of the 103 employees involved), proposed by the City, or the "\$62.00 per month on all classifications," proposed by the Union, is most appropriate.

#### ARBITRATION BOARD'S FINDINGS AND COMMENTS

In pursuing its function in this case, the Arbitration Board will evaluate the evidence before it in the light of the "factors" which the cited Statute says "the arbitrator shall give weight to..."

In this case, "the lawful authority of the employer" to do what the Union proposes is not questioned by the representatives of the City; nor do they contend that "the interests and welfare of the public and the financial ability of the [City] to meet [the resulting increase in] costs" require that the Union's demands be denied. They do contend that, judged by the list of applicants for firefighter work and the stability of the work-force in the Department, such an increase is not needed to insure adequate personnel for firefighter work. The evidence appears to justify that belief.

Because the nature of the firefighters' work involves a unique composite of knowledge, skill, hazard, etc., one of the better criteria on which the requirements of equity and fairness of treatment can be judged is through comparison of the economic consideration provided to persons so engaged in various reasonably comparable communities.

The evidence shows the following in respect to the top pay-scale for firefighters for 1973 in the following cities of Wisconsin:

Appleton	population	56,000	\$ 865.00
Green Bay	"	87,000	853.00
Oshkosh	"	52,400	811.00
Fond du Lac	"	35,300	805.00
Sheboygan	"	47,900	787.00
Wausau	"	31,900	785.00
Eau Claire	"	41,800	754.00, plus agreement

that an independent survey would be made of the wage-structure and that any increase in the firefighters' rates would apply to 1973. At the time the Arbitration Board met, the two members appointed by the parties had learned that the survey has been completed and has resulted in an increase to \$776.64 for the year 1973.

The top rate for the firefighters in La Crosse (population 51,000) was \$700.00 in 1972. Therefore, the addition of \$50.00, as the City proposes, or \$62.00 as the Union deems warranted, for the year 1973 would continue the La Crosse rate below those of the named cities. Because of the geographic similarity of the cities, the agreed upon \$776.64 rate applicable in Eau Claire would appear to be especially significant.

The Arbitration Board recognizes, of course, that the economic base of communities differ and that the forms of compensation other than "take-home" pay may vary, both in total cost and in relation to the take-home pay. It also recognizes, however, that precise conclusions cannot reasonably be drawn from such multiple variations unless the available basic data is far more ample than it is in this case,--or it could reasonably be expected to be in a proceeding of this nature. Nevertheless, the data presented does, in broad terms at least, reflect the comparative positions of firefighters of La Crosse with those in communities of similar size.

The trend in the cost of living is among the "factors" which the cited Statute contemplates is to be considered in determining a wage issue. The Bureau of Labor Statistics Consumers' Price Index--National Series for goods of "living essentials" (base period 1967) for "urban" earners stood at 123.2 in January 1972. During the one-year life of the 1972 Agreement, the index moved upward to 127.7 (January 1973). In August 1973, when the hearing on the issue here involved was held, the index had risen to 135.1. The Board recognizes that there are local variations from those figures. Nevertheless, they do, presumably, reflect the general and significant trend in La Crosse as elsewhere. Therefore, based on that data, it appears that, during the 1972 contract-year, the market-basket value of the normal earnings of firefighters here involved depreciated 3.65%. Since then, to the date of hearing, it depreciated, roughly, an additional 5.8%.

The Board recognizes that the wage-rates of the agreement to be effective from January 1, 1973 onward is here involved. Under normal negotiating circumstances, the terms of that agreement would have been agreed upon, presumably, either prior to or soon after that effective date. The cost-of-living trend aspect of the wage considerations would, therefore, have been those which prevailed at that time. This raises the question, whether this Board should view the trend as of January 1973, or whether it can properly take into consideration the trend during the months since that date. In the opinion of the Board, the latter is appropriate. The reason for this conclusion is that the increase here granted will be spent under the reduced market-basket value it has, when it is retroactively paid following the arbitration award. Since the money was not made available and, therefore, could not be spent as it was earned in early 1973, the employees in question, therefore, did not have the advantage of the lower cost-of-living which prevailed during those months.

The evidence establishes that the City has concluded its negotiations with the Police Protective Association and with La Crosse City Employees Union Local #180, and that, in addition to some "benefit" consideration, the wage increases granted for 1973 were \$45.00 and \$24.00 (av.), respectively. The Union contends that, for the Police, the total increase (wages and benefits) represent 7.59% over 1972. The evidence also shows that the \$62.00 increase would produce an 8.85% (wage-rate) increase for firefighters, but would leave the latter at a lever \$20.00 below the policeman's rate.

The Board noted earlier that the cost-of-living index rose 9.45% between January 1972 and August 1973. This means, in effect, that the market-basket value of the wage steadily declined during the contract year 1972, and that the addition of the \$62.00 proposed by the Union for 1973 will--at this point in that year--fall six-tenths of one per cent short of producing the purchasing power which the 1972 wage-rate had in January 1972 when the current rates became effective. The Board has also noted that, when compared with the 1973 rates applicable to comparable cities, the addition of \$62.00 to the current monthly rate for La Crosse will still leave its firefighters at the bottom of the group.

CONCLUSION: That the \$62.00 across-the-board wage-rate increase here sought by the Union is fair and equitable and that it should be granted.

DECISION: The above Conclusion constitutes the decision of those members of the Arbitration Board who have affixed their signature so affirming.

AFFIRMATIVE:     Oct. 25, 1973     H. Herman Rauch /s/  
                                Date                         H. Herman Rauch, Impartial Chairman  
   (by WERC Appointment)

10/25/73           Ed Durkin /s/  
                                Date                         Edward D. Durkin, Union Appointee

                                           Bruce K. Patterson, City Appointee  
                                Date

DISSENTING:     10/25/73           Bruce K. Patterson /s/