

STATE OF WISCONSIN
BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

AWARD IN ARBITRATION

In the Matter of the Petition of:

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL UNION #127, AFL-CIO

Case XV, No. 19849 MIA-182
Decision No. 14179-A

For Final and Binding Arbitration
Between Said Association and:

CITY OF LA CROSSE

HEARING. A hearing was held on the above entitled matter in the City Administration Building, La Crosse, Wisconsin, on February 24, 1976, beginning at 9:30 a.m.

APPEARANCES.

For the Union: MICHAEL J. McALPINE, Attorney,
GLEISS, GOODMAN & OSBORNE

GLEN W. JONES, President, Local #127

JAMES PETERSEN, Secretary-Treasurer,
Local #127

For the City: JEROME H. RUSCH, Personnel Director,
City of La Crosse

BACKGROUND. This award arises out of a dispute between International Association of Fire Fighters Local Union #127, AFL-CIO, and the City of La Crosse over the terms of an agreement to be entered into between the parties for the year 1976.

The parties had about five meetings before they stipulated on December 1, 1975 that they were at an impasse. The Wisconsin Employment Relations Commission by Morris Slavney, Chairman, and Herman Torosian, Commissioner, in a decision of December 11, 1975, found the parties to be at an impasse within the meaning of Section 111.77(3) of the Municipal Employment Relations Act and ordered final and binding arbitration. On December 23, 1975, the Commission appointed Frank P. Zeidler as Arbitrator. A hearing was held on February 24, 1976, as noted above, and briefs were exchanged about March 9, 1976 with additional information being supplied by the parties thereafter, up to March 16, 1976.

The proceedings were under Form 2 of the Municipal Employment Relations Act, which requires a decision to be made for one or the other of the last offers in its entirety. On February 18, 1976, the Union submitted an amended final offer, which was timely.

There were 102 members in the La Crosse Fire Department at the time of the hearing. Ninety-eight employees of this department were members of the bargaining unit. There are five engine companies and three truck companies in the department with four fire houses. Four Firemen or Fire Lieutenants are assigned to an engine and two Firemen to a truck. Fire Fighters work 56 hours per week and Fire Captains work 40 hours per week.

FINAL OFFERS.

The Union's amended final offer of February 18, 1976, is as follows:

- 1) Seven percent (7%) increase for all positions;
- 2) An increase of \$22.71 per month in the City's share of the health insurance premium on the family policy;
- 3) One (1) additional paid holiday for all members.

The City's final offer of December 19, 1975, was as follows:

- 1) Four percent (4%) across the board on all wages and salaries, effective January 1, 1976;
- 2) One additional holiday at twelve (12) hours pay for those on platoon duty; eight (8) hours pay for those on a forty (40) hour work week;
- 3) Group family health insurance premiums to be increased by \$22.71 per month, effective January 1, 1976.

An inspection of the above offers shows that only one issue remains, that of the rate of compensation.

GUIDELINES FOR THE ARBITRATOR. Section 111.77(6) of the Wisconsin Statutes provides the following guidelines for an arbitrator in final and binding arbitration:

"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 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 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 parties, in the public service or in private employment."

The matter at issue, with respect to various contentions, shall be considered in light of the foregoing list of matters to be given weight.

THE LAWFUL AUTHORITY OF THE EMPLOYER. There is no dispute here as to whether the City has the lawful authority to pay in accordance with either of the offers.

STIPULATION OF THE PARTIES. There were no stipulations between the parties other than that they could not agree, and also, they agreed that after final offers were in, there was only the issue of wages left for consideration.

THE INTEREST AND WELFARE OF THE PUBLIC. The Union contends that La Crosse is a highly industrialized city and the City has correctly seen fit to employ a sufficient number of fire personnel at a rate higher than comparable municipalities. The Union supplied its Exhibit 2 which showed that La Crosse, a city of 50,000, had 102 Fire Fighters for an average of 2.0 Fire Fighters per thousand, which was higher than 13 other cities ranging from 24,000 to 180,000. The Union states that it is in the interest and

welfare of the public to pay a salary commensurate with the hazards of the position and the responsibilities, since they protect lives and the public's source of income. Fire losses have been low and insurance rates, therefore, are low, and this is the result of highly trained Union Fire Fighters.

The Union states that the City supported this contention.

The City did not address itself at length to this issue, and its position was that its offer is adequate to maintain a good Fire Department.

THE FINANCIAL ABILITY OF THE CITY TO MEET THE UNION'S OFFER. The Union in its Exhibits 3 and 5, which were part of the budgets of the City of La Crosse in 1975 and 1976, offered information from which the following table has been abstracted by the Arbitrator:

COMPARISON OF BUDGETS OF THE CITY OF LA CROSSE

ADAPTED FROM UNION EXHIBITS 3 AND 5

	<u>1974</u>	<u>ESTIMATED 1975</u>	<u>ESTIMATED 1976</u>
Total City Cost	\$ 9,227,586	\$11,356,102	\$11,919,969
Other Income	<u>5,459,424</u>	<u>6,773,618</u>	<u>6,538,692</u>
City Share of Property Tax	\$ 3,768,162	\$ 4,582,484	\$ 5,381,277
Total Property Tax Including School Taxes, etc.	\$12,829,368	\$14,839,288	\$16,008,762
Fire Department Salary Account		\$ 1,307,563	\$ 1,262,470
Fire Department Total	\$ 1,193,172	1,456,042	1,362,023
Fire Pension Fund	105,175	125,400	141,300

From these exhibits, the following information was also obtained:

Assessed Value for 1975	\$431,858,535
Assessed Value for 1976	491,971,765
Property Tax Mill rate for 1975	35.06 Mills
Property Tax Mill rate for 1976	32.54 Mills
Tax Levy, Actual, 1975	\$15,140,962
Tax Levy, Actual, 1976	16,008,762
Increase in 1976 over 1975	\$867,801
Percentage Increase	5.7%

The Union also supplied its Exhibit 4, which was a news account in the LA CROSSE TRIBUNE of November 26, 1975, stating that the total property tax of La Crosse would be up about 6% and the mill rate would be down about 7% in 1976. The Union also supplied an Exhibit 7, also an article from the LA CROSSE TRIBUNE--this one dated October 19, 1975--which said that the City government had a surplus of about \$750,000 to apply to next year's budget to keep the rate down.

In its opening statement, the Union contended that the increase of \$867,801 in the budget, an increase of 5.7%, was well below statutory restraints and compared favorably with the dollar and percentage increases in the 1975 budget over the 1974 budget, with the dollar increase being \$1,797,023 and a percentage increase of 13.47%. The Union states that the increase of \$867,801 in the budget is offset by the \$750,000 surplus, and moreover, the mill rate was declined. The Union states that this shows that the City has the ability to meet the costs of its offer.

The City states that these arguments should not be given any weight by the Arbitrator. It states that while it does not argue the ability to pay, it does argue that the ability to pay must be tempered by the will of the taxpayer to continue a given level of services.

COMPARISON OF WAGES IN COMPARABLE COMMUNITIES. The Union offered its Exhibits 9, which was a comparison of Fire Fighters' salaries in eleven comparable Wisconsin communities. This table is condensed here:

SALARY COMPARISON - FIRE FIGHTERS

<u>CITY</u>	<u>1973</u>	<u>1974</u>	<u>1975</u>
Janesville	\$875.00	\$942.00	\$1,096.00
Appleton	865.80	914.80	997.13
Beloit	849.59	892.08	979.24
Oshkosh	809.00	866.00	941.28
Fond du Lac	805.79	855.79	947.00
Sheboygan	788.00	883.45	918.66
Eau Claire	754.00	842.31	917.31
Green Bay	853.00	892.00	979.50
Wausau	785.00	830.00	875.00
La Crosse	762.00	804.00	882.73

The Union also provided in its Exhibit 11 the following table:

1976 BASE MONTHLY SALARY PAYMENTS FOR FIRST CLASS FIRE FIGHTERS FOR WISCONSIN COMPARABLE COMMUNITIES WITH BILATERAL AGREEMENTS WITH THE CITY'S AND THE UNION'S FINAL OFFERS

<u>CITY</u>	<u>1976 BASE RATE</u>
Janesville	\$1,161.76
Green Bay	1,040.23
Fond du Lac	977.00 (1/1/76)
	997.00 (7/1/76)
Sheboygan	987.46
Eau Claire	982.17
La Crosse (Union Offer)	944.52
La Crosse (City Offer)	918.04

The Union noted that it did not have 1976 contract provisions for Appleton, Beloit, Oshkosh, and Wausau.

The City's Exhibit 4, which covers another set of information, is reproduced here:

Exhibit No. 4

Firefighter

<u>City</u>	<u>Population</u>		<u>Range</u>	
Janesville	47,000	\$868.83		\$1096.33
Appleton	56,000	895.11		997.13
Beloit	36,000	746.85		975.89
Fond du Lac	37,000	893.30		946.79
Oshkosh	52,000	801.14		941.28
Sheboygan	50,000	819.86		918.67
Eau Claire	48,000	748.15		917.31
La Crosse	48,878	794.73		882.73
Wausau	33,000	743.75		875.00

Driver

<u>City</u>	<u>Population</u>		<u>Range</u>	
Appleton	56,000	991.46		1017.92
Beloit	36,000		1011.55	
Eau Claire	48,000	769.15		943.55
Fond du Lac	37,000	907.30		960.79
Janesville	47,000	868.83		1096.33
La Crosse	48,878	819.73		907.73
Oshkosh	52,000	864.38		959.29
Sheboygan	50,000	819.86		918.67
Wausau	33,000		895.00	

Lieutenants

<u>City</u>	<u>Population</u>		<u>Range</u>	
Appleton	56,000	1048.85		1087.82
Beloit	36,000		1135.20	
Eau Claire	48,000	803.68		986.71
Fond du Lac	37,000	948.30		1008.30
Janesville	47,000		1230.67	
La Crosse	48,878		957.73	
Oshkosh	52,000	915.28		1020.30
Sheboygan	50,000	884.00		1029.60
Wausau	33,000		935.00	

Captains

<u>City</u>	<u>Population</u>		<u>Range</u>	
Appleton	56,000	1108.61		1146.39
Beloit	36,000		1190.00	
Eau Claire	48,000	885.63		1089.13
Fond du Lac	37,000	993.30		1053.30
Janesville	47,000		1284.83	
La Crosse	48,878		1012.73	
Oshkosh	52,000	939.29		1049.39
Sheboygan	50,000	951.60		1116.26
Wausau	33,000		955.00	

Concerning its exhibits, the Union states that the final salary offer of the Union places the La Crosse fire personnel behind, and in most cases substantially behind, comparable Wisconsin communities and the Minnesota communities of Rochester and Winona.

The Union further states that the Union's request of a 7% increase must be considered in light of the present base salaries. It notes that other cities received increases of around 6% and 7% and that those cities started from base salaries substantially in excess of the La Crosse salaries. It also notes that the Fond du Lac increase, which is less than the Union's offer and more than the City's offer, must be considered in the same light.

The Union notes in its brief that a settlement was reached in Manitowoc after the hearing which provided for a 7.2% salary increase per man. The First Class Fire Fighter in this city receives \$1,002.86 per month base salary, which is an increase of \$67.36 over the 1975 salary.

The City notes that La Crosse Fire Fighters have been historically low and this is related to the fact that wages in private employment in the city also are historically lower.

COMPARISON OF LA CROSSE FIRE FIGHTERS WITH LA CROSSE POLICE IN WAGES. In the La Crosse Fire Department bargaining unit, there are 13 job titles. "Line" personnel include the titles of Captain, Lieutenant, Engineer, Fire Fighter "E", Fire Fighter "D", Fire Fighter "C", and Fire Fighter "A".

In the Police Department, there are ranks of Captain, Lieutenant, Sergeant, Corporal, Detective, and four grades of Patrolman, among other titles.

The Union provided some exhibits on the compensation of Fire Fighters and Police. These are condensed here. From Exhibit 16, page 3, the following 1975 compensation for various classifications in the Fire Department has been developed:

<u>TITLE</u>	<u>MAXIMUM AND BASE</u>
Captain	\$1,012.73
Lieutenant	957.73
Fire Fighter A	794.73
Fire Fighter B	816.73
Fire Fighter C	838.73
Fire Fighter D	860.73
Fire Fighter E	882.73

Fire Fighter E is called a First Class Fire Fighter and is used as the standard basis of comparison for salaries with the Police Patrolman. Fire Fighters advance from Class A to Class E by annual increments. Fire Fighters E can reach the level of Engineer (Driver), at which level they receive \$25.00 more than a Fire Fighter E. According to the 1976 budget of the City, Union Exhibit 3, page 5, there were 27 Engineers, 21 Fire Fighters E, 4 Fire Fighters D, 3 Fire Fighters C and 9 Fire Fighters A.

Union Exhibit 16, page 2, lists the salaries of police personnel. The following table is developed:

<u>TITLE</u>	<u>MAXIMUM</u>
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Positions open to police which pay a higher rate include: Relief Radio Operator, \$7.50; Police Radio Operator, Polygraph Operator and Head of Juvenile Bureau, \$15.00 each; and Traffic Safety Officer, \$10.00. These amounts are in addition to the base pay.

Both services have a longevity program of an additional 3% after 10 years, 6% after 15 years, and 9% after 20 years.

The exhibit stated that the police personnel worked 38.46 hours per week, while 93 members of the bargaining unit in the Fire Department worked 56 hours per week.

From these exhibits, the Fire Department developed an exhibit, No. 16, page 1, which is condensed here:

POSITIONS	WAGES		
	HOURLY	MONTHLY	
4th Class Patrolman	\$5.01	\$ 835.73	
Fire Fighter A	<u>3.27</u>	<u>794.73</u>	
Disparity	1.74	41.00	
Percentage Increase for Parity			5.16%
1st Class Patrolman	\$5.42	903.73	
Fire Fighter E	<u>3.64</u>	<u>882.73</u>	
Disparity	1.78	21.00	
Percentage Increase for Parity			2.38%
Police Sergeant	\$5.96	992.73	
Fire Lieutenant	<u>3.95</u>	<u>957.73</u>	
Disparity	2.01	35.00	
Percentage Increase for Parity			3.65%
Police Lieutenant	\$6.19	1,073.73	
Fire Captain	<u>5.85</u>	<u>1,012.73</u>	
Disparity	.34	61.00	
Percentage Increase for Parity			6.02%

In a letter of March 16, 1976 to the Arbitrator, Mr. J. H. Rusch, Director of Personnel of the City of La Crosse, supplied the Arbitrator with a copy of a letter of March 9, 1976 to the Mayor and members of the Common Council of the City of La Crosse. This letter gave the terms of the settlement for a Police agreement. This settlement includes the statement: "Wages for 1976 were adjusted upward by four (4) percent." On the basis of this statement then, the following table is pertinent for comparing salary conditions offered by the parties:

COMPARISONS OF MONTHLY SALARY OFFERS AND SETTLEMENTS
FOR SELECTED LA CROSSE POLICE AND FIRE PERSONNEL

ITEM	FIRE			FIRE LT.	POLICE LT.	FIRE CAPT.
	PATROLMAN 1ST CLASS	FIGHTER E	POLICE SGT.			
1975 Base	\$903.73	\$882.73	\$ 992.73	\$ 957.73	\$1,073.73	\$1,012.73
1976 Base	<u>939.88</u>		<u>1,032.44</u>		<u>1,116.68</u>	
Increase	36.15		39.71		42.95	
Union Offer						
Plus 7%		<u>944.52</u>		<u>1,024.77</u>		<u>1,083.62</u>
Increase		61.79		67.04		70.89
City Offer						
Plus 4%		<u>918.04</u>		<u>996.04</u>		<u>1,053.24</u>
Increase		35.31		38.31		40.51

This permits a comparison of parity for Fire Fighters and Police personnel for basic wages in 1976 under the two offers.

	<u>UNION OFFER</u>	<u>CITY OFFER</u>
1st Class Patrolman and Fire Fighter E	Plus \$4.64	Minus \$21.84
Police Sergeant and Fire Lieutenant	Minus \$7.67	Minus \$36.40
Police Lieutenant and Fire Captain	Minus \$33.06	Minus \$63.44

The City contends that Patrolman, First Class, should not be compared to Fire Fighter, Class E, but with the Engineer who receives \$25 per month more than the Fire Fighter E. There are 27 Engineers as compared to 21 Fire Fighters E. The basic rate of the Engineer is \$907.73. A comparison can then be made between this classification and Patrolman, First Class:

	<u>1976 BASE</u>	<u>1976 CITY OFFER</u>	<u>1976 UNION OFFER</u>
Patrolman, 1st Class	\$939.88		
Engineer		\$944.04	\$971.27

THE UNION'S POSITION ON WAGE PARITY WITH POLICE. The Union states that the La Crosse Fire personnel have not enjoyed parity with the La Crosse Police personnel for many years, even though their training standards, professional status, and responsibilities compare closely. They are exposed to greater hazards than police. The Union states that not only are salaries lower, but also that 94% of the fire personnel work 17.54 hours per week more than their police counterparts.

The Union says that the base monthly salaries in 1975 were greatly disparate, the hourly salaries were even more disparate, and the City's offer of 4% would barely bring the 1976 fire personnel salaries over the 1975 police salaries. The Union is not requesting parity but seeks to lessen disparity. The Union states that to reach parity, it would have to ask for substantially more than 7%.

The Union holds that it properly compares Fire Fighter, First Class, (Class "E") to First Class Patrolman because that is the highest position to which each can rise without promotion. It rejects the City's argument that an Engineer Fire Fighter should be compared to a First Class Patrolman.

THE CITY'S POSITION ON WAGE PARITY WITH POLICE. The City in its initial presentation did not compare Fire Fighters and Police. It states that the duties are substantially different and in its Post Hearing Exhibit 2, it supplied job descriptions of a Fire Fighter, a Driver (Engineer), and a Patrolman. However, the City states that if the two services are to be compared, the Arbitrator must consider that the Driver and the First Class Patrolman positions can be obtained without examination by the Fire and Police Commission. Promotion to Driver is made according to time and grade and the availability of positions in the table of organization, as is the promotion of Patrolman from Fourth to First Class.

The City stresses that there are only nine positions open for special pay for a First Class Patrolman. There are 62 Patrolmen with 26 promotional possibilities. Fire Fighters, First Class, can receive additional pay in 27 Driver positions and six other positions. Moreover, they have 41 other, higher positions open for promotion.

COMPARISON OF BENEFITS OTHER THAN WAGES. The Union supplied Union Exhibit 13, which showed that in comparison with 1976 agreements made by comparable cities, the La Crosse City offer for base wage and longevity was low at \$945.54 per month and the La Crosse Union offer was second low at \$972.86.

The Union in its Exhibit 10 supplied a chart of salary and working conditions for the comparable cities. In paid holidays, La Crosse was average. In clothing allowance, it was low for Fire Fighters. In sick leave, its leaves were at the media of benefits. In pension payments, La Crosse had a payment rate different from others, so it is difficult to make comparisons. In vacation days, La Crosse's peak benefit of

12 days was exceeded by three of the eight other cities compared. Its longevity plan exceeded all other cities but one in top benefits. All departments had the same 56 hour work week. La Crosse and three other departments offered no time off for school.

With respect to health insurance premiums, the Union supplied its Exhibit 14, which showed that of five cities about which 1976 settlements were known, the La Crosse Fire Fighters had to make the highest monthly contribution, \$14.00, and the higher percentage contribution toward the family premium.

COMPARISON OF LA CROSSE FIRE FIGHTERS AND LA CROSSE POLICE IN OTHER BENEFITS. The Union supplied its Exhibit 17 on fringe benefits for 1975. This showed that the Police had nine days vacation and the Fire Fighters had eight. However, the 1976 City offer includes one additional day.

In insurance, the City paid \$46.78 for Police and \$6.21 for Fire Fighters. In sick leave, the Police had one sick day for each month of service to a 120 day maximum. Fire Fighters received 0.75 days per month to a maximum of 68 days. In funeral leave, the Police can get up to three 7.69-hour days to be deducted from sick leave. Fire Fighters on a 24-hour duty get two duty days. Those on 40 hours a week get three 8-hour days.

In pensions, the City pays the total pension for Police under two different plans and contributes 8% for the Fire Fighters under one plan and 4% under another plan. For clothing allowance, the Police receive \$150 a year in two \$75 installments with new employes receiving an additional \$100. Fire Fighters get \$60 per year and the Fire Officers get \$100. New Fire Fighters receive \$100 after one year of probation.

For overtime, Police receive time and one-half for hours above eight per day. Fire Fighters receive time and one-half for hours above the scheduled work week. The vacation plan varies considerably between the two departments and is difficult to compare.

UNION POSITION ON OTHER BENEFITS AND FRINGES. The Union states that as far as health insurance premiums, La Crosse Fire Fighters are in an unfavorable position as compared to other Fire Fighters in other communities, including Rochester and Winona, Minnesota.

The additional holiday, which places La Crosse Fire Fighters ahead of other cities except for Sheboygan, is merited because La Crosse Fire Fighters are behind in other benefits.

With respect to La Crosse Police, the Union says that in no conditions of benefits do the Fire Fighters have benefits which exceed those of Police.

There is an obvious disparity in hours on duty. The City's argument that the men sleep on duty should be discounted on the grounds that they are under stress of a potential emergency, and further, they are away from home.

The Union says that the City does not pay the same amount to the Fire Fighters' family health plan. Further, La Crosse Police have received nine paid holidays in the past and other employees ten paid holidays, while the Fire Fighters have lagged behind.

THE CITY'S POSITION ON BENEFITS AND FRINGES. The City notes its response to the Union requests. It agreed to adjust salaries upward by 4%; it applied \$22.71 to the family health insurance and gave an additional holiday. It objects to the introduction of testimony on health insurance and holidays as these are matters already resolved. It objects to the comparison of La Crosse Police Officers with Fire Fighters because there are outstanding differences in hours and working conditions in the two services. In the collective bargaining processes, the City has recognized these differences and has respected the Union's right to bargain on them. This is shown in the City's Post Hearing Brief, Exhibit I. The City now objects to the Union using these items to compare only the disputed item of wages which other parts of the compensation package disregarded.

COMPARISON OF UNION PERSONNEL AND FIRE DEPARTMENT SUPERVISORS. The Union asserts that the City is treating the Fire Department supervisory personnel, the Fire Chief and Assistant Fire Chiefs, better than the Union personnel. It states that the City raised the 1976 salaries of the supervisory staff by 6%, while it is offering the Union 4%. This amounts to a dollar increase for the Chiefs from \$68.74 to \$91.90 on the base monthly salary. Since the Chiefs get the same longevity benefits, this further increases their dollar salary increase. The City's offer would increase the income of Union personnel from \$31.79 for the beginning Fire Fighter to \$40.71 for a Master Mechanic. The The Union's offer of a 7% increase would provide a minimum increase of \$55.63 for the beginning Fire Fighter and \$71.24 for a Master Mechanic, still leaving most positions behind the dollar increase of the supervisory personnel.

The Union notes that the La Crosse Fire Chief gets the same base monthly salary as the Police Chief, but his longevity payments are greater so that he gets more than the Police Chief. Disparity is therefore a rule only for non-supervisory personnel. The supervisory personnel deserve the increase, but Union members also should be given equal increases.

The City, in reply, states that over the past several years a flat pay increase was granted to supervisory personnel. This reduced the differences between managers and employees. The City, in recognition of the need to recruit and retain competent supervisors, gave a slightly higher percentage increase to the supervisory employees throughout the City service.

COMPARISON OF FIRE FIGHTERS WITH LA CROSSE MUNICIPAL TRUCK DRIVERS AND OPERATORS. The City provided a table which showed a comparison of La Crosse Municipal Truck Drivers and Equipment Operators which is shown here:

	<u>1976 WEEKLY PAY</u>	<u>1975 P.F. WEEKLY PAY</u>	<u>DIFFERENCE</u>	<u>F.F. WITH AVERAGE LONGEVITY</u>	<u>DIFFERENCE</u>
Truck Driver	\$172.00	\$203.70	\$31.70	\$215.92	\$43.92
Equipment Operator I	176.80	203.70	26.90	215.92	39.12
Bus Operator	183.18	203.70	20.52	215.92	32.73
Equipment Operator II	183.60	203.70	20.10	215.92	32.32
Equipment Operator III	198.80	203.70	4.90	215.92	17.12

COMPARISON OF FIRE FIGHTERS WITH PERSONS IN PRIVATE EMPLOYMENT. The Union supplied its Exhibit 19 which showed that as far as hourly rate is concerned, the Fire Fighters were substantially below the hourly rate of prevailing wage workers in the La Crosse area--the lowest hourly rate being \$7.10 for Floor Coverers. The Union also presented an Exhibit 20, a comparison of the average monthly salary of the labor force in La Crosse manufacturing plants with certain monthly Fire Department salaries in 1975 and the Union's proposal for 1976. The following table is abstracted from this exhibit:

<u>ITEM</u>	<u>HOURS</u>	<u>SALARIES</u>	
		<u>MONTHLY</u>	<u>HOURLY</u>
La Crosse Manufacturing December, 1975	40	\$ 856.39	\$4.98
Fire Fighter A, 1975	56	794.93	3.27
Union Offer, 1976	56	850.36	3.49
Fire Fighter E, 1975	56	882.73	3.64
Union Offer, 1976	56	944.52	3.89
Fire Lieutenant, 1975	56	957.73	3.95
Union Offer, 1976	56	1,024.77	4.23
Fire Captain, 1975	40	1,017.73	5.87
Union Offer, 1976	40	1,088.94	6.28

The City in its Exhibit 5 used the same source of information as the Union, the Wisconsin Labor Force Volume series, but used the January 1976 issue instead of the December issue. This revealed that the hourly earnings for manufacturing in La Crosse were now \$4.66 and the weekly earnings were \$199.16. The chart showed that the La Crosse hourly earnings were below those of Appleton-Oshkosh, Beloit, Eau Claire, Fond du Lac, Janesville, Sheboygan, and Wausau. The weekly earnings in La Crosse were below all of the above cities except Wausau.

In this exhibit, the City provided additional information on the weekly rates of La Crosse Fire Fighters without and with longevity at the 6% rate. This information is as follows:

<u>POSITION</u>	<u>WEEKLY RATES</u>	
	<u>WITHOUT LONGEVITY</u>	<u>WITH 6% LONGEVITY</u>
Fireman	\$203.71	\$215.00
Driver	209.47	222.04
Lieutenant	221.01	234.27
Captain	233.71	247.73
La Crosse Area Average Weekly Rates	199.16	

THE UNION'S POSITION ON COMPARISONS IN PRIVATE EMPLOYMENT. The Union states that Exhibit 19 shows that it has not received for a long period of time compensation comparable to employees associated with the building and construction trades, and that the comparison of the salary offer of the Union when viewed with the December 1975 report on earnings in manufacturing in the La Crosse Labor Force, its offer is not without merit. The Union states that it recognizes that while its offer compares favorably with the private sector offer, it also recognizes that there is stability of employment for Union members because there is a need for their services.

THE CITY'S POSITION ON COMPARISONS IN PRIVATE EMPLOYMENT. The City states that La Crosse has historically been a lower wage area than other parts of the state. It states that the figures cited by the Union as to average hourly earning really include overtime and other benefits.

THE COST OF LIVING. The Union supplied an Exhibit 21, which contained information on the Consumer Price Index of December 1975. This was a document entitled "Consumer Price Indexes," released by the U.S. Department of Labor, Bureau of Labor Statistics, on January 21, 1976. This document showed that the rise in consumer prices for all items from December 1974 to December 1975 was at a rate of 7%. The City, in its Post-Hearing Brief, states that the Consumer Price Index released on February 20, 1976 (which covers January 1976) shows the annual increase from January 1975 to January 1976 to be at the rate of 6.8% or down 0.2%. It states that the wholesale price index more recently has dropped 0.5%.

Concerning the cost of living, the Union supplied an Exhibit 22 which was as follows:

**COMPARISON OF COST OF LIVING INCREASE
TO FIRE FIGHTERS SALARY INCREASES**

<u>YEAR</u>	<u>COL PERCENT INCREASE DURING YEAR</u>	<u>FIRST CLASS FIRE FIGHTER PERCENT SALARY INCREASE</u>
1973	10.5	8.8%
1974	12.2	5.5
1975	<u>7.01</u>	<u>9.8</u>
TOTAL PERCENT	29.71	24.1

The Union points to this chart and states that the buying power of Union employees has not kept pace with the increase in the cost of living. It cites a LA CROSSE TRIBUNE article of February 1, 1976 stating that there has been a loss of consumers' buying power. The Union further notes that the jump in the price index from 1974 to 1975 was 12.2%, which was 2 1/2% greater than the increase in the Union average salary for 1975.

The Union supplied its Exhibit 24, which shows that prices in the North Central region between September 1974 and September 1975 increased by 7.9%; and for the category of cities into which La Crosse is placed, 2,500 to 50,000 population, the increase was between 8.3% and 8.5%.

The Union notes that the City's offer is less than the national C.P.I. for all items, while the Union's offer exceeds the C.P.I. The Union states that its offer is more reasonable than the City's offer, because if the City's offer is accepted, the Fire Fighters would continue to fall behind in the cost of living. The Union does not attempt to forecast what will occur.

In its Post Hearing Brief, the Union notes that the annual average increase in the C.P.I. in 1975 was 9.1% for all items in 1975. It also noted that market basket prices rose 5.7% in one month in La Crosse, while they fell in the rest of the state.

OVERALL COMPENSATION. The City supplied some exhibits, City Exhibits 2 and 3, which deal directly with matters under consideration here on the overall cost of the City offer. These items are now presented:

COST OF THE CITY OFFER

<u>ITEM</u>	<u>INCREASED COST</u>	<u>PERCENT OF INCREASED COST</u>
Wages: 4% on all classifications	\$45,228	4%
Health Insurance: \$22.71 additional toward family premium	25,616	2.26%
Holidays - 1 holiday*	<u>5,186</u>	<u>.45%</u>
TOTAL	\$76,030	6.71%

COST OF THE UNION OFFER

Wages: 7% on all classifications	\$79,149	7%
Health Insurance: \$22.71 additional toward family premium	25,616	2.26%
Holidays - 1 holiday*	<u>5,186</u>	<u>.45%</u>
TOTAL	\$109,951	9.71%

*Fire Fighters receive 12 hours pay for each holiday in addition to their regular pay. They do not receive time off per se for holidays.

CITY'S POSITION ON OVERALL COSTS. The City states that settlements in the La Crosse area are approximately 6.7% for 1976. Other organized City employees received approximately 7% in increased salary and fringe benefits, noting specifically the 215 employees in Local 180, Building Service International Union. The La Crosse Professional Police Association, which represents patrolmen and corporals, agreed to a 4% salary increase and \$32.50 toward monthly health insurance premiums, a package of 7.3%.

THE UNION'S POSITION ON OVERALL COSTS. The Union has noted that the overall package presented by the City lags behind the increases granted in comparable fire departments elsewhere, and also notes that the hourly wage of the Fire Fighters lags behind those in private industry. It focuses particularly on the settlement with the Police, and here it differs with the City's statement of what that overall package totals.

In the matter of the Police settlement, the Union notes that a 4% wage offer was accepted by the Police. However, the City is increasing its contribution to the family health insurance monthly premium by \$32.50, leaving only \$3.65 to be paid by the employee. It notes that Fire Fighters will have to pay \$14.01 for the same policy. The Police therefore get \$10.36 more per month in spendable dollars. The Union states that this amount of \$10.36 comes to a 3.6% increase in income. It states that the offer for wages and fire insurance alone provides for a 7% increase to the Police, as compared to an offer of 6.16% to Fire Fighters for the same items.

The Union states that the City also reduced the Police work week from 38.46 hours to 37.5 hours without loss of pay. It states that over a 52 week period this would amount to 49.92 hours, which would come to a percentage increase of 2.5% per employee. Thus, the economic percentage increase for La Crosse Police personnel for 1976 amounts to 10.1% as compared to the 9.57% request of the Fire Fighters and the 6.57% of the City offer.

FURTHER DISCUSSION OF POLICE WORK WEEK REDUCTION. The Union somewhat modified its position on the work week reduction of the Police by informing the Arbitrator in a letter of March 11, 1976 that it had been informed by negotiators for the Police union, that the Police had agreed to report ten minutes before shift starting time for briefing. Formerly they did this on a voluntary basis, reporting about 5 minutes ahead of time. The Union holds that the general principle of reduction of work week to the Police must still be considered.

The City, in a letter of March 16, stated that the Union's understanding was incorrect. The City stated that although the average hours for the year for regular work schedules was 1,950 hours, in 1975 Police were required to work a five eight-hour-day work back so that the average was 38.46 per week for 1975. In 1976 this work back was deleted, and the Police are now required to work an eight hour, ten minute day, for a total of 46.6 hours per year. Therefore, the estimate of the total costs for the Police is correct.

OTHER FACTORS. Hazard. The Union points to the greater hazards experienced by employees in the fire service. It states that the training standards, professional status, and responsibilities compare closely with those of Police personnel. The Union supplied Exhibit 15, which was the 1974 Annual Death and Injury Survey of the INTERNATIONAL FIREFIGHTER MAGAZINE, which stated that Fire Fighters experienced 84 accidental deaths per 100,000 employees as compared to 47.3 deaths per 100,000 employees for policemen.

The City states that in 1976 the City's workmens' compensation carriers rated the City Fire Fighters at \$1.09 per hundred payroll dollars against \$2.32 per hundred for street and road construction maintenance, \$1.15 for Police, and \$1.32 for water works' employees. Since these rates are based on exposure to injury and illness, past and future, it shows in actuarial terms the degree of hazard to Fire Fighters.

The City also notes a low turnover rate for Fire Fighters.

CHANGE OF CIRCUMSTANCES DURING ARBITRATION. The national Consumer Price Index for February was released in March and was set at 167.1, up from 166.7 in January, an increase of 0.24% or an annual rise projected of about 3%.

DISCUSSION. From the foregoing material, certain conclusions can be reached:

1. The City can meet either of the offers.
2. The La Crosse area is an area of lower wage rates for public and private employees.
3. The La Crosse Fire Fighters have been paid at a rate lower than Fire Fighters in other communities of comparable size in Wisconsin in recent years.
4. The La Crosse Fire Fighters have been compensated at a level higher than the level of other employees, except Police.
5. The City has concluded wage settlements for Police at 4% and has increased the wage of supervisory employees to 6%.
6. The cost of the packages for the Union offer, 9.71%, and the City offer, 6.71%, are accurate enough to be used for comparison.
7. The City's estimate of the cost of the City offer for wages and health insurance differs from the Union's estimate for those costs by 0.3%; 7.3% for the City's estimate and 7.6% for the Union's estimate.
8. The nearest valid comparison for the pay of Fire Fighters is the compensation for Police Officers. This is a pattern established generally, although now modified. It is a pattern reflected in the La Crosse City government by the equating of the base wage of the Chief of the Fire Department with the base wage of the Police Chief. It is difficult to compare Fire Fighters with private employees.

9. Although there is diversification in duties, the Arbitrator believes that there must be an element of parity between the departments as they are engaged in protective services with a high degree of discipline required.
10. Although the Arbitrator believes in paying some attention to parity, there is a special situation existing in the organizational structure of the La Crosse Fire Department in that there is a Class "E"--First Class Fire Fighters--21 in number, and a class of Engineers (or Drivers), who attain their rank by advance on the basis of seniority and grade to 27 existing positions. The Union states that a First Class Fire Fighter should be compared to a First Class Police Officer. The City states that a Driver should be compared to a First Class Patrolman. The Arbitrator believes that a comparison of First Class Patrolmen to each of the two categories of Fire Fighters is useful for the package offer.

PERCENT PACKAGE INCREASES UNDER THE OFFERS

<u>ITEM</u>	<u>FIRE FIGHTER E</u>	<u>DRIVER</u>	<u>FIRST CLASS PATROLMAN</u>
City Wage Offer--4%	\$ 35.31	\$ 35.31	\$ 36.15
Vacations	3.77	3.77	
Health Insurance	22.71	22.71	32.50
TOTAL	\$ 61.79	\$ 61.79	\$ 68.65
Basic Wage	\$882.73	\$907.73	\$903.73
Percent Package Increase	7.0%	6.8%	7.6%
Union Wage Offer--7%	\$ 61.79	\$ 61.79	
Vacation	3.88	3.88	
Health Insurance	22.71	22.71	
TOTAL	\$ 88.38	\$ 88.38	
Percent Package Increase	10%	9.7%	

NEW AND PROPOSED BASIC WAGES

<u>BASIC WAGE, 1976</u>	<u>FIRE FIGHTER E</u>	<u>DRIVER</u>	<u>FIRST CLASS PATROLMAN</u>
City Agreement			\$939.88
City Proposal	\$917.04	\$943.24	
Union Proposal	944.52	969.52	

Under either proposal, the basic wage of Drivers would be higher than that of Patrolman, First Class. Under the Union proposal, First Class Fire Fighters and Drivers would have a higher basic wage than a First Class Patrolman.

There are 21 Fire Fighters in Class E. Thirty-three Fire Fighters have the basic pay as in Class E but it is augmented by special ratings for Driver (Engineer) or for Clerk or Dispatcher.

11. The City package offer as a whole to Fire Fighters is about 0.2% less than the package obtained by other employees and about 0.5% less than the package obtained by the Police. However, Fire Fighters, First Class, would have a 7.0% increase under the City package, while the ranks above would have less. The package of Fire Fighters, First Class, is about 0.6% lower than the package obtained by the First Class Police.

The Arbitrator does not believe that the change in police work scheduling has brought a particularly significant advantage to the Police in their package. The hours worked are about the same.

12. The Fire Fighters in the rank of Captain and Lieutenant are considerably below their police counterparts. However, there are more opportunities for Fire Fighters to rise in the ranks, there being 10 positions of Lieutenant and 17 positions of Captain in the 1976 budget, as compared to two Police Corporals, three Sergeants, five Lieutenants, and three Captains.
13. Fringe benefits are generally comparable to needs in each service.

In reflecting on the foregoing, the Arbitrator is of the opinion that the only valid comparison to be made for the compensation of Fire Fighters is an internal one, in the City itself, first between other City employees and then principally to Police Officers. The Fire Fighters compare favorably in position with employees in industry around La Crosse. It is difficult to compare La Crosse with any other communities because of its distance from other Wisconsin cities of comparable size and from other metropolitan areas.

Within the City government itself, the other employees generally settled for a package of around 7%, except the Police who received about 7.3% on the average. The City is offering a package of about 6.8% for Fire Fighters, increasing the disparity with Police. On the other hand, the Union package of about 9.7%, while it would be justified for the higher ranks in the Department, produces a serious distortion between First Class Patrolman and the two positions of Fire Fighter E and Driver. Because of the large number of Fire Department personnel who have a Fire Fighter Class E base, but get supplementary pay for Driver, the Arbitrator does not believe that the category of Driver can be ignored. Under the Union proposal, this category would advance considerably over the position of Patrolman, First Class, whereas it is slightly above it now. This would put certain internal stresses on the services.

The City package is somewhat around the rise in the cost of living, which rise is slowing down. The Union package would offer something of what the Arbitrator believes is a needed catch up in the higher ranks. However, with the Union proposal, which would put both the Fire Fighter E and the Driver above the First Class Patrolman, the Arbitrator comes to the conclusion that the City offer, though deficient in the principle of catching up, nevertheless conforms more nearly to the overall guidelines set forth for the Arbitrator to consider in Section 111.77(6) of the Wisconsin Statutes.

AWARD. The 1976 Agreement between Local 127, International Association of Fire Fighters, La Crosse Fire Fighters, and the City of La Crosse shall include the final offer of the City of La Crosse as more nearly conforming to the factors to be weighed by arbitrators under Section 111.77(6) of the Wisconsin Statutes.

Frank P. Zeidler /s/
Frank P. Zeidler, Arbitrator

Dated: April 13, 1976