

In the Matter of)
"Interest" Arbitration)
Between)
CITY OF STURGEON BAY)
and)
STURGEON BAY FIREFIGHTERS)
ASSOCIATION)

WERC Case
X No. 19739 MIA-174
Decision No. 14607-A

Introduction

The undersigned was appointed arbitrator in the above matter by letter dated May 17, 1976 from the Wisconsin Employment Relations Commission. His authority was limited to a selection of the final offer of the parties which he felt most appropriate under all the circumstances.

The arbitrator immediately communicated with the parties in an effort to set up a hearing date. The parties finally agreed that a hearing should be held on July 7, 1976 at Sturgeon Bay, Wisconsin. Such hearing was held. No court reporter was present. The arbitrator took his own notes.

The case for the City was introduced under the direction of Sven V. Kirkegaard, City Attorney. The case for the Association was presented under the direction of Attorney James C. Pankratz, Sturgeon Bay, Wisconsin.

The impasse involved the Agreement in the process of negotiation for the year 1976. The only issues unresolved were those concerning wages and vacation allowances. There are 11 individuals in the unit. The offers made by the parties concern individuals who have reached what the parties call the level of "mature" firefighter. A man hired on the force goes through a probationary period. The pay for that period is not in controversy. The parties agree as to the formula that will be used to determine pay during the probationary period once the pay for a "mature" firefighter has been set.

The Final Offers on Matters Still at Issue

The City

Wages - \$750.00 a month

Vacation Schedule -- 3 days after 1 year
6 days after 2 years
9 days after 10 years
12 days after 20 years

The Association

Wages - \$810.00 a month

Vacation Schedule -- 4 days after 1 year
8 days after 2 years
10 days after 10 years
12 days after 20 years

Discussion on the Wage Issue

It seems necessary at the start to indicate that the City did not attempt to establish inability to pay. The City simply felt that its offer was a fair one when comparisons were made with cities selected on the basis of population or geographical

location or when comparisons were made with the hourly rate of Door County Highway Department, Door County Sheriff's Department, Sturgeon Bay Police, Street, Utility and Public School non-professionals. Certain members of the City Personnel Committee argued that the working schedule of firefighters -- 1 day on and 2 days off -- makes it possible for them to secure other employment which adds to their total income.

The Association took the position that none of the figures submitted by the City established that its wage demand was out of line in view of the increase in cost of living. It pointed out that since firefighters in Sturgeon Bay were required to retire at age 55, the wage it was seeking was particularly conservative. The Association further pointed out that it should not be overlooked that firefighters remain on duty for 24 hours and those scheduled to work on holidays do not have the same advantage as the police of at least being able to spend part of the day at home. Furthermore, the point was made that firefighters are in a sense always on call in an emergency.

On the wage issue the arbitrator finds most significant an exhibit presented by the City to show a comparison of 1975 wages for 23 cities said to be selected either because of geographical location or population. In checking the list the arbitrator finds 6 of the cities do not show monthly or yearly wages. Eleven of the cities pay firefighters at least at the top range more than \$810 a month (the Association request). Many of the 11 pay greatly in excess of \$810. Eight of the 11 pay more than the City even at the starting figure. Most significant of all is the fact that the figures on the exhibit were for 1975. Therefore, it is almost a certainty that a 1976 table would show higher figures. It is also pertinent to indicate that the exhibit gives no clue as to when the top range can be attained. Most of the lower ranges are not so low as to be startling when compared with the Association demand of \$810. Those few that are might (as far as the exhibit reveals) be salaries for early probationary periods -- similar to the situation in Sturgeon Bay.

The City presented an exhibit to demonstrate the cost of fringe benefits for which it was paying. There is no question but what the City can realistically think of such payments as part of its overall wage package. But the City is not alone in supporting fringe benefits for firefighters. It is most probable that most of the 23 cities used by the City for salary comparisons purchase fringe benefits for firefighters. The arbitrator has no evidence to lead him to believe that what the City of Sturgeon Bay does in such respect is so much greater that it can support the City position for a lower salary than requested by the Association.

As to the argument that firefighters have an opportunity to secure other jobs because of their favorable working schedule, the arbitrator has several reactions. There is no proof that the outside job will be a certainty. Philosophically, there may be no reason why an employer should pay less than the going rate for a job just because an employee may have a talent he can market in a second job. And perhaps most practically, it cannot be overlooked that firefighters in many comparable communities are being paid at a higher rate and there is no reason to not suspect that many of them may also be able to get second job work.

The arbitrator concludes on the salary issue that the request of the Association for \$810 a month is approved over the City offer of \$750 per month. Certainly, an annual salary of \$9,720 to support an average size family cannot in this era of inflation be looked upon as unrealistic.

Discussion on the Vacation Issue

At the outset it seems important to say that if the vacation demand of the Association was unrealistic the arbitrator would find the whole package offered by the City to be the final offer he would approve. This is because under the Wisconsin Statute the Arbitrator is limited to selecting the final package which he thinks is most fair.

In this case nothing in the record causes the arbitrator to feel that the Association request is unrealistic. Indeed, it is quite close to the offer made by the City. The arbitrator was impressed with the testimony indicating that the Association was willing to adjust its vacation demand downward from what apparently was an unwritten vacation policy which in the past gave firefighters some unrealistically long vacations.

Decision and Award

The arbitrator selects as the most realistic the final offer of the Association. The wage and vacation schedule are to be incorporated into the 1976 Agreement and benefits are to be retroactive.

DATE July 19, 1976

SIGNED Reynolds C. Seitz /s/
Reynolds C. Seitz
Impartial Arbitrator
1103 West Wisconsin Avenue
Milwaukee, WI 53233

