

STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

In the Matter of Final and Binding
Arbitration

Between

CUDAHY FIRE FIGHTERS ASSOCIATION
LOCAL 1801, INTERNATIONAL ASSOCIA-
TION OF FIRE FIGHTERS

and

CITY OF CUDAHY, WISCONSIN

AWARD IN ARBITRATION

WERC Case XX
No. 20972 MIA-262
Decision No. 15118-A

HEARING. A hearing on the above entitled matter was held on February 14, 1977 at 10 a.m. at the Council Chambers in the Cudahy Municipal Building, 5050 South Lake Drive, Cudahy, Wisconsin.

APPEARANCES.

EDWARD DURKIN, Vice-President, International Association of Fire Fighters, 5606 Old Middleton Road, Madison, Wisconsin 53705, for the Association

MARK F. VETTER, Attorney, MULCAHY & WHERRY, S.C. 811 E. Wisconsin Avenue, Milwaukee, Wisconsin 53202

BACKGROUND. This is a matter of compulsory final offer arbitration between Cudahy Fire Fighters Association, Local 1801, International Association of Fire Fighters, and the City of Cudahy, Wisconsin. The Local Union has its offices at 3123 E. Grange Avenue, Cudahy, Wisconsin 53110. The City of Cudahy Fire Department is a Municipal Employer with offices at 5050 South Lake Drive, Cudahy, Wisconsin 53110. The parties had been engaged in collective bargaining with respect to wages, hours and conditions of employment of fire fighting personnel for the year 1977. On November 8, 1976, the Union as Petitioner 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 on the ground that an impasse existed between the parties. An Investigator for the Commission, Mr. Byron Yaffe, investigated the matter and after consulting with the parties in a mediation effort, recommended to the Commission that it issue an Order requiring arbitration.

On December 20, 1977, the commission concluded that an impasse within the meaning of Section 111.77(3) existed, certified that conditions precedent to the initiation of compulsory and final binding arbitration as required by the Act existed and ordered final and binding final offer arbitration. The parties having selected Frank P. Zeidler, Milwaukee, Wisconsin, from a list of arbitrators furnished by the Commission, advised the Commission of this decision; and the Commission issued an "Order Appointing Arbitrator" on January 3, 1977.

THE FINAL OFFERS.

City's Final Offer: December 15, 1976

(1) Wages: 5% biweekly increase

MPO

1st -- \$506.94

2nd -- 535.99

3rd -- 549.20

after 3rd -- 575.61

LT -- 615.23

(2) Sick Leave:

amend the present contract to read as follows:

"...three (3) or more sick days per calendar year..."

(3) Overtime: New Paragraph -

"The employee who is assigned to carry the paging unit for a twenty-four (24) hour work period shall be guaranteed a minimum of one (1) hour of Code 3 pay or one (1) hour of compensatory time off. The Chief shall have the right to determine whether the employee receives pay or compensatory time off."

Union's Final Offer: Final Positions of Firefighters Local 1801

(1) 26. Sick Leave: Eligibility for sick leave shall be after the completion of six (6) months of employment with the City, but the accumulation shall be retroactive to the time of employment. Each employee shall accumulate one (1) sick day per month during the year. After an employee has utilized two (2) or more consecutive sick days the Chief may require the employee to produce a doctor's certificate prior to returning to work stating the nature of the illness and verifying that the employee was unable to report for duty.

The next two (2) paragraphs shall remain the same as in the previous contract.

(2) Overtime: The employee who is assigned to carry the paging unit for a twenty-four (24) hour work period shall be guaranteed a minimum of two (2) hours of compensatory time.

(3) A wage increase of \$35.00 bi-weekly for all members of the bargaining unit effective January 1, 1977.

Cudahy is a city of the Third Class, in the southeastern part of Milwaukee County. It had an estimated population of 21,872 in 1976.

As of February 1, 1977, there were 35 members in the Cudahy Fire Department, of which 26 members were in the bargaining unit. These included 4 Lieutenants and 22 Motor Pump Operators (MPO). There was one Chief, two Captains, and 6 Paid-On-Call personnel in addition.

PERTINENT SECTIONS OF THE WISCONSIN STATUTES. Section 111.77(6) of the Municipal Employment Relations Action contains the following guidelines to be used in final and binding arbitration matters:

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 the 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.

The offers of the parties will be considered in light of these guidelines.

I. THE LAWFUL AUTHORITY OF THE CITY.

There is no question here as to the lawful authority of the City either to pay or not to pay any of the costs involved in an award rendered to either of the parties, nor is there any question as to the authority of the City to grant fringe benefits requested by the Union in this matter.

II. STIPULATIONS OF THE PARTIES.

There were no major stipulations made by the parties in the opinion of the Arbitrator that need consideration here.

III. A. THE INTERESTS AND WELFARE OF THE PUBLIC.

The Union's Position. The Union states that it is in the interest of the public to grant the request of the Union not only because of its fair wage request, but especially because of the use of the pager in providing ambulance service to the citizens. The City placed the responsibility of ambulance service in the Fire Department, and this is a service for the welfare of the citizens. The Fire Fighters asked to have this service because they felt they could best provide this service and Fire Fighters acquired training on their own time to qualify. The service the Fire Fighters render is a unique service and it is in the interest and the welfare of the public for the employer to provide the compensatory time requested.

The Employer's Position. The employer says that the needs of the citizens of Cudahy for municipal services at a reasonable cost were balanced against the Fire Fighters right to a fair economic increase. After utilizing all of the statutory criteria for making a judgment on what a final offer should be, the City made an offer which is fair and equitable for the citizens and the employees.

B. THE ABILITY OF THE UNIT OF GOVERNMENT TO MEET COSTS.

The Union's Position. The Union states that the Employer acknowledges that the City has the ability to meet the Union's final offer. This being the case, the Union concludes that the Arbitrator is obligated under the guidelines to give weight to the Union's case because there is no problem paying the award. If the reverse had been true, the City would have demanded that the arbitrator give weight to the City's case because it could not pay. The Union cites two cases, Case XXXIX, MIA-69, Decision No. 123307-B, and Case No. XXXIV, MIA-104, Decision No. 12811-A, in which arbitrators ruled against Fire Fighters because the Employer did not have the sources of revenue from which to pay.

The Union says that this year the Employer can meet the costs. Next year because of statutory levy limits they may not be able to meet the requests for a justified increase.

Union Exhibit 7 was a copy of an article in the Milwaukee Journal, June 12, 1976, to the effect that property values in Cudahy rose from \$302,855,250 in 1975 to \$324,868,300 in 1976, which the Union says is a 7.38% increase.

Union Exhibit 6 is a table of "Allowable and Actual 1976 General Operations Property Tax Levies for Cities and Villages Over 10,000 Population" obtained from the Wisconsin Department of Revenue, Property Tax Division. This table shows that the City of Cudahy, has a 1975 tax levy of \$2,093,197, and in 1977 it had a levy of \$2,265,436 which represented an increase of 8.2%. However, the levy allowed for the City could have been \$2,348,572, which is an amount 12.2% of the 1975 levy. Thus Cudahy, by taking an increase of 8.2% was taking only 67.4% of the total increase which was allowed it.

The City's Position. The City states that while it is able to pay increases demanded by the Union, it is unwilling to pay the increases. This unwillingness stems from near crisis fiscal conditions which the City says existed in 1976. Further there are continuing problems due to rising costs and already high taxes.

The City says that it has rearranged budget priorities since 1975 to focus on maintenance of existing services and put less attention on capital improvements. In the process there has been a dramatic decrease of the contingency fund under the limitations of the budget. In 1975 the contingency fund was \$198,351.80, which the City says is normal for a budget of over four million dollars. In 1977 this contingency fund dropped to \$10,251. The City states that this amount is not adequate for unbudgeted expenditures. Further, the State government exempted machinery and equipment taxes, the population of the City has declined since 1974, materials and

supplies cost more, sewerage fees are higher, social security and retirement funds have increased, health insurance premiums have risen very high, and then there are the annual wage increases. This has taken a toll on city revenues and placed a burden on middle income and retired taxpayers.

The City says that the dream of the employees is to get benefits in excess of the inflationary trend. The employer dreams of keeping the services it traditionally provides at an affordable cost.

The City says that the Fire Fighters have shown a lack of sensitivity to the tax burden of their neighbors by criticizing the City for not levying the total amount which the City could levy. Their demands would cause an imbalance in the current delicate equilibrium between the citizen's need for service at a reasonable cost and the Fire Fighters' need for a reasonable wage. The City moved from 8th place in the Milwaukee Metropolitan area to 4th place in terms of overall taxation and should not be required to move higher. Only St. Francis has a higher rate. Tax levy limitations should not be considered goals to be achieved.

Increases beyond the reasonable willingness of citizens to pay will hasten financial problems, decrease essential services and force the City to engage in unwise financial procedures for survival.

The City in its brief, in Appendix I, listed a clipping from the Milwaukee Journal of February 2, 1977 showing the Milwaukee metropolitan area tax breakdown for 36 communities. The Arbitrator has abstracted from this chart the following table:

TABLE I.

TAX BREAKDOWN FOR SOUTHERN MILWAUKEE COUNTY MUNICIPALITIES
(Ranking for 36 municipalities)

Municipality	1977	1976	1977 Rank	1976 Rank
	Net Rate	Net Rate		
St. Francis	33.12	31.42	2	3
Cudahy	29.86	28.79	4	8
West Allis	27.97	28.00	7	10
South Milwaukee	27.56	26.47	8	12
Greendale	25.59	23.95	14	17
Franklin	25.46	23.66	15	18
West Milwaukee	25.42	24.54	16	15
Greenfield	25.24	24.24	17	16
Oak Creek	23.98	23.06	20	21

Discussion. On reviewing the above, the arbitrator finds that the City could indeed pay the wage rates found in the Union's offer. However, factors weighing in favor of the City are the increase in the rank of the City from eighth place to fourth place in the tax rate among 39 municipalities, and the fact that the City ranks second in the 1977 rank of nine Southern Milwaukee County municipalities in tax rate.

IV. COMPARABLE COMMUNITIES.

The Union's Position. The Union picked six municipalities for comparison: West Milwaukee, Cudahy, Oak Creek, South Milwaukee, Greenfield and Greendale. It states that it picked these because they were used by two previous arbitrators, one of whom rejected comparisons with northern Milwaukee county municipalities. The Union states that Cudahy has the largest industrial base and therefore the largest potential fire loss.

The City's Position. The City picked the above six municipalities and added St. Francis, another southern suburb. The City picked St. Francis for comparative purposes as it is contiguous to Cudahy, is intermediate in size, has both a residential and industrial character, has a moderate median income and has a high tax rate. Though the City did not have a contract with fire department employees, it now has one. It increased its employees from 7 to 11. Its employees are organized, but by another organization than IAFF.

Discussion. Comparability of wages and benefits in comparable cities is an important factor in weighing the merits of offers for wages. From Employer's Exhibits 2 and 3, and Union Exhibit 3 the Arbitrator has derived the following table:

TABLE II

CHARACTERISTICS OF SELECTED MUNICIPALITIES IN SOUTHERN MILWAUKEE COUNTY

Municipality	1975	1976	Area	Assessed Valuation	1970	Approx. Size	
	Pop.	Est. Pop.			Aver. Fam. Income	Fire Dept. (City)	(Union)
Cudahy	21,653	21,872	4.74	\$161,223,550	\$11,691	29	28
Greendale	16,844	17,602	5.50	86,261,115	14,326	19	15
Greenfield	31,651	33,307	12.00	108,137,555	13,204	26	24
Oak Creek	15,784	16,302	24.50	98,868,241	15,447	33	32
St. Francis	9,925	10,306			11,853	11	
South Milwaukee	23,390	23,700	4.50	145,649,880	12,304	18	18
West Milwaukee	3,787	3,657	1.12	80,487,395	11,130	34	30

In reviewing the foregoing table, the Arbitrator believes that the inclusion of St. Francis in the listing is appropriate as to both location and size. This is so especially since West Milwaukee is also included. West Milwaukee presents a unique situation with a relatively large Fire Department with only 3,787 population. St. Francis exhibits a residential and industrial pattern similar to the other municipalities on the list.

The relatively low income of Cudahy families is a factor for the City's offer, but the high assessed valuation is a factor for the Union's offer.

V. COMPARISON OF WAGES, HOURS, AND CONDITIONS WITH OTHER EMPLOYEES DOING SIMILAR WORK IN COMPARABLE COMMUNITIES-BASIC WAGES.

The Union's Position. The Union supplied Union Exhibits 11, 12, 13 and 14 comparing Motor Pump Operators or Fire Fighters in the highest salary increment in six municipalities. These were West Milwaukee, Cudahy, Oak Creek, South Milwaukee, Greenfield and Greendale. An abstraction of these three exhibits pertinent to the matter here is as follows:

TABLE III

BI-WEEKLY SALARY OF MPO OR FIRE FIGHTER IN CUDAHY COMPARED TO THE HIGHEST BI-WEEKLY SALARY IN FIVE OTHER SOUTHERN MILWAUKEE COUNTY MUNICIPALITIES

Municipality	1974	Rank	1975	Rank	1976	Rank	1977	Est. Rank
West Milwaukee	471.69	1	517.85	2	554.77	2	582.46	
Cudahy	464.31	2	509.95	4	548.20	4	583.20 (Union) 575.61 (City)	4 5 or 6
Oak Creek	461.12	3	502.62	5	504.31	5	583.54	3
South Milwaukee	460.62	4	523.93	1	559.92	1	Not Settled	1
Greenfield	446.82	5	511.77	3	550.88	3	587.25 and COLA	2
Greendale	440.00	6	478.97	6	522.68	6	Not Settled	

The Union says that the Union has dropped in relative position even though Arbitrator Stern has stated the Union position on wages was preferred in the 1975 arbitration. The City offer will cause another downward slide even though the City has the highest tax base, the largest amount of property to tax and only an average size fire department. The Union calculates the total difference between the proposals of the parties is \$5,098.08, the higher cost being in the Union offer. (The City states this difference is about correct.)

The following table is derived from Union Exhibit 19.

TABLE IV

MONTHLY COMPENSATION - MPO/FIRE FIGHTERS IN SELECTED SOUTHERN MILWAUKEE MUNICIPALITIES, 1976

<u>Municipality</u>	<u>Basic Wage</u>	<u>Total Compensation</u>
South Milwaukee	1213	1844
Greenfield	1189	1814
West Milwaukee	1202	1765
Oak Creek	1171	1761
Cudahy	1188	1731
Greendale	1132	1692
Average	1182	1768

From this chart it is seen that the current basic wage of Cudahy Fire Fighters is \$6 more than the average, while the total compensation is \$37 less than the average.

The City's Position. The City supplied Employer Exhibits 4, 7, 11, 12 which contained information on the wage aspect of this matter. From these the arbitrator has abstracted the following information.

TABLE V

COST OF FIRE DEPARTMENT SETTLEMENTS FOR WAGE ALONE

<u>Year</u>	<u>Cost</u>	<u>% Increase</u>
1975	\$28,372.77	9
1976	27,884.25	7.85
1977 City	19,387.81	5.25
1977 Union	24,477.70	6.63

From Employer Exhibit 10 the following information is abstracted:

TABLE VI

COMPARISON BY CLASSIFICATION, 1977
CITY OFFER vs. UNION OFFER

<u>M.P.O.</u>	<u>1976</u>	<u>City Offer</u>	<u>% inc.</u>	<u>Union Offer</u>	<u>% inc.</u>	<u>Diff.</u>
1st Year	482.80	506.94	5%	517.80	7 1/4%	10.86
2nd Year	510.47	535.99	5%	545.47	6.9%	9.48
3rd Year	523.05	549.20	5%	558.05	6.7%	8.85
After						
3rd Year	548.20	575.61	5%	583.20	6.4%	7.59
Lieutenant	585.93	615.23	5%	620.93	6%	5.70

The City in its discussion on wages alone gives a history of wage rates since 1975. It notes the wage percentages shown and ~~CPI~~ the increase in the Consumer Price Index and says that in each of the years the Union members received wage increases substantially above the rise in the CPI. Further the total package was higher than the rise in the CPI. The City rests much of its argument on the relations of raises received in the past and in the current offers to the CPI.

The City says its offer reflects a stable pattern of increases over the past 5 years. Such a stable pattern is more readily payable from the levy. The Union is unable to demonstrate a pattern of wages lost to inflation, the rise in the CPI or any other reason to break the pattern.

The City in Employer's Exhibit 9 provided the following information:

TABLE VII

TOTAL MONTHLY COMPENSATION - MPO/FIRE FIGHTERS, 1976

<u>Municipality</u>	<u>Base Wage</u>	<u>Total Compensation</u>
South Milwaukee	1213	1844
Greenfield	1207	1838
Cudahy (Union Offer)	1188	1798
West Milwaukee	1202	1765
Oak Creek	1171	1761
Greendale	1132	1692
St. Francis	1038	1540
Average	1164	1748

(It should be noted in the foregoing chart that while the City states the Union stood third highest in monthly total compensation, the Union was fourth in wages. This agrees with Union Exhibit 13.)

The City says that the maximum wage of a MPO is \$28 above the 1976 average of \$1160. (The Arbitrator calculates this average figure to be \$1164, thus creating a \$24 difference.) The City also states that the Cudahy MPO has a total compensation which is \$58 a month above an average of \$1740. (The Arbitrator calculates this to be an average of \$1748.)

As to Union Exhibit 14, which shows Greenfield and Oak Creek with higher basic rates, the City says that these rates were settled in 1975 in a two year package. A rate for West Milwaukee is not verified, and the assumption that South Milwaukee will settle for a higher rate than Cudahy is not justified.

The City also objects to the Union assertion that the bi-weekly rate for Greenfield Fire Fighters is \$587.25. The City by its calculations states that this figure is \$585.24. This figure would also alter averages in base pay and compensation.

The City says that comparisons are not to be utilized as the sole determinator, but are merely one factor. In viewing comparisons one must consider total benefits. The Fire Fighters maintained a stable position as compared to others. The City also is acknowledging fiscal conservatism after high inflation. There is not one iota of evidence saying that the benefits are inadequate or inequitable. Rather the Union is looking for the frosting on the cake.

Discussion. The foregoing information shows that the Cudahy Fire Fighters' offer would bring them to a wage scale in the range of some new settlements. The percentage increase of the settlements shown in Table II above is diverse, ranging from 5% for West Milwaukee to 8% for Oak Creek. Under the City offer the Cudahy Fire Fighters will drop behind the wage rates settled so far in the southern Milwaukee County area. This is a matter for major consideration.

VI. COMPARISONS OF OTHER BENEFITS AND OVERALL COMPENSATION BETWEEN CUDAHY AND COMPARABLE MUNICIPALITIES.

Both parties submitted information on comparable compensation of Fire Fighters in comparable communities. Each used its own group of communities as stated above. Table IV above shows the Union statement of overall compensation, and Table VII shows the City's statement. It will be noted that there are differences. The Union states that total compensation for Cudahy Fire Fighters in 1976 was \$1737 which included \$40 for overtime (Union Exhibit 19). The City says that the total compensation was \$1798, which included \$51 for overtime. The City also said that average monthly compensation for holidays was \$84, taking the actual pay for one holiday as a criterion. The Union says it was only \$35. Other differences between the parties on the cost of fringes are minor.

The Union's Position. The Union holds that its data on comparable benefits were data which the Employer had used in previous arbitration except for overtime and holiday pay. These data have been corrected to show real dollars rather than dollars which the city has assumed were gained by the employees. The Union says that the City's claim that employees earned an average overtime of \$51.40 is not correct.

The City's Position. The City's position is that the Cudahy Fire Fighters were third in terms of total wages and fringe benefits in 1976. The maximum wage of the Cudahy MPO was \$28.00 per month above the 1976 South Side average of \$1,160 and the total compensation was \$58 per month above the average of \$1,740 paid by other South Side communities.

As to the various methods of computing total monthly compensation employed by the Union and the City, the City says its method is to be preferred. This is because it has used a consistent formula in computing benefits for the various communities. As to overtime, it used a basis of five hours per month multiplied by the applicable overtime rate and as for holiday value it developed a total from the amount paid in cash and the value of the time off to Fire Fighters. It states that without the value of the time off being included, the formula is not meaningful. The City says that its Exhibit 9 which is the basic exhibit of comparability to other South Side Fire Fighters assumes the same experience in each community to reveal the true total cost. One can not get the holiday or overtime figures from each municipality on an annual basis, and the figures may fluctuate from year to year. The only accurate way is to get a fixed standard or formula which recognizes the value of the paid time off to an employee.

The City says that the Union exhibits on this same subject are in no way comparable to other South Side departments since they ignore the value of paid time off for holidays and fail to utilize a uniform method of evaluating overtime and holiday benefits.

Discussion. The matter first of basic wage will be considered. Both parties show that the basic wage of the Cudahy MPO was \$1,188 per month in 1976. If one uses the list of six communities provided by the Union, it shows that Cudahy is fourth, but that it has a basic wage which is \$6 higher than average. If the City's list of seven communities which includes St. Francis is taken, the position of the Cudahy MPO is fourth in a list of seven, and the pay was \$24 higher than average. The Arbitrator feels that using either group of communities, and considering the Cudahy position in population and tax base, the basic wage might have been somewhat higher, even though the basic wage was higher than average.

However on the basis of tax rates and average family income, the basic wage, lower than that in other municipalities who enjoyed a lower tax rate, might be justified. Considering the two matters together, the Arbitrator believes that a basic wage rate which puts Cudahy third or fourth in the scale of seven Southern Milwaukee County municipalities is justified. The City's position then is reasonable.

As to the subject of where the Cudahy MPO's stand in relation to other Fire Fighters in the area, the Arbitrator tends to support the method of calculation of the Union. He does so because he believes that the averaging for each month of the total overtime actually paid is a more realistic method of determining city costs than the assuming of five hours overtime per month. This latter feature may aid in trying to establish a standard basis of how municipalities compensate employees, but the experience of municipalities as to how they grant overtime is varied, and so the realistic approach of what was actually paid seems better.

The arbitrator applies the same reasoning to the matter of holiday pay. The dollars actually paid are a more realistic indication of government costs than the total of dollars actually paid plus the computed value of the time off for employees. However, in this case the Union, in its Exhibit 19, used in the holiday column figures derived from an employer exhibit for both overtime and for holiday pay (Union brief, page 5, paragraph 2). This leaves the Arbitrator in doubt also as to the validity of the Union's figures on overall comparisons.

The Arbitrator then concludes that the most solid figure for comparison is the basic wage comparison. This by itself is not conclusive as to which offer should prevail; other factors need to be considered as previously stated.

VII COMPARISON OF CUDAHY FIRE FIGHTERS AND CUDAHY PATROLMEN.

The Union's Position. The Union, in its Exhibit 18 compared Cudahy patrolmen with the patrolmen in South Milwaukee, Greendale, Milwaukee and Oak Creek. It showed Cudahy Patrolmen with the lowest basic wage at \$1,211, but the highest total

compensation at \$1846. (From the data given the Arbitrator calculates this figure as \$1841.) The Union calculated the actual average cash payments per month for overtime and holidays in this chart for Cudahy Patrolmen.

A similar exhibit, Union Exhibit 19, for Cudahy Fire Fighters showed the basic wage of the Cudahy Fire Fighter for 1976 at the aforesaid \$1188, and the total compensation at \$1737. Here also the Union calculated the monthly average for actual sums paid for overtime and holidays. Thus the difference in total compensation between the Patrolmen and Fire Fighters, based on the Union calculation is \$109 per month by the Union's calculation and \$104 by the Arbitrator's calculation. For reasons mentioned before, the exactness of these totals is doubtful.

The average monthly compensation for patrolmen includes a higher figure for overtime, uniform allowance, holidays, and a payment for shift differential, which lead to this higher total. However, there is also a figure of \$58 for the educational incentive plan, which is not represented in the Fire Fighters total.

The Union in Exhibit 20 provided a table which follows in main part:

TABLE VIII

BI-WEEKLY SALARY COMPARISON BETWEEN CUDAHY MPO AND PATROLMEN
IN THE HIGHEST SALARY INCREMENT

<u>Department</u>	<u>1974</u>	<u>1975</u>	<u>1976</u>	<u>1977 Union Proposal</u>	<u>1977 City Proposal</u>
Police Wage	\$474.36	\$521.80	\$558.92	\$594.16	\$586.90
Fire Wage	464.31	509.95	548.20	583.20	575.61
Bi-Weekly Disparity	10.05	11.85	10.75	10.96	11.29

The Union notes in Exhibit 20 that the patrolman received \$18.46 bi-weekly in 1975 for the education incentive program (E.I.P.) and in 1976 they received on the average \$26.69 bi-weekly. The Union states that this represents a substantial difference in wages. The Union states that because of the benefits therefore that the Police receive they are the highest paid among the police in the comparable municipalities, but the Fire Fighters would be only third even if the City's method of calculating benefits were used.

The Union introduced Union Exhibit 23, which shows that the issue of educational incentive program for the Fire Fighters has been a matter of concern in a previous arbitration case. The Fire Fighters say that they deserve the same consideration as the Police. Union Exhibit 24 is the copy of such proposal.

The Union notes that the Police Lieutenants and Detective Sergeants who settled recently went up \$35.32 bi-weekly, and Police Sergeants went up \$32.39 bi-weekly. The Union is concentrating on the dollar amount of increase rather than the percentage of the increase.

The City's Position. The City provided Employer Exhibit 3 from which the following is abstracted:

TABLE IX

COMPARISON OF SPREAD BETWEEN MOTOR PUMP OPERATOR AND
POLICE PATROLMEN RATES

<u>Minimum Rate</u>	<u>MPO</u>	<u>Patrolman</u>	<u>Dollar Difference</u>	<u>Fire as a % of Police</u>
1972	\$ 830.83	\$ 870.06	\$39.23	95.5
1974	870.83	920.36	49.53	94.6
1975	963.75	1,012.39	48.64	95.2
1976	1,046.97	1,092.80	45.92	95.8

<u>Maximum Rate</u>				
1972	920.83	951.73	30.90	96.75
1974	1,006.58	1,027.78	21.20	97.93
1975	1,104.89	1,130.56	25.67	97.72
1976	1,187.77	1,211.06	23.29	98.1

Employer Exhibit 14 states that the police command officers settled for 5% for wages across the board in 1977, and are to receive an average per man increase of \$55.00 a year for extra duty compensation, and have a health insurance premium rise of \$7.95 per month for a family and \$5.31 for a single person. This brings their total compensation increase to 6.1%.

The City states that the facts show that the maximum MPO rate in the Fire Department gained on the maximum monthly patrolman's rate over the last five years and so did the minimum rate. The increase that Fire Fighters gained in 1976 was an increase of 1.35%, which amounts to a dollar increase of \$7.50 per month.

The City takes issue with the position of the Union that the educational incentive program for police is disadvantageous to the Fire Fighters in comparison. The City states that the program does not operate to the detriment of the Fire Fighters, but is a benefit unique to the police department; and the benefits of the program have been restricted in each succeeding year of bargaining in order to limit the program. The program reflects the nature of the job performed by the Police.

The City further states that the Fire Fighters have an educational program of their own which is better than any southern Milwaukee County Fire Department, and further none of these department's have a program like the Cudahy police.

Discussion. The City states that the cost of its offer to the City for basic wages only is 5.25%, while the Union cost is 6.63%. The Arbitrator however believes that since much of the discussion has revolved around top MPO's and top Patrolmen rates, he will confine his comparison to these rates at this point. The City is offering a 5% increase to the Union for a top MPO rate and the Union is requesting a top of 6.38%.

A 5% increase for the top MPO rate would increase it from \$1188 to \$1247.40. If the same pattern were to apply to the top patrolman rate this would increase to \$1271.55. There would be a slight slippage in comparison for the MPO rate.

An important factor here is the relative stability of relationship between the top MPO and Patrolman rates, with the MPO rates gaining slightly over the long pull. In view of the fact that Police command officers settled for 5%, this is a factor weighing in favor of the City's offer to apply that rate also to the Fire Department.

The matter of the major educational incentive program enjoyed by Police officers as compared to the Union program of the Fire Department is a matter which this Arbitrator believes should be reflected in future negotiations rather in the basic wage. The Arbitrator is reluctant to disturb a relationship in basic wage to accommodate this special program, although the Fire Fighters suffer from a serious disparity here. The attempt to recognize this type of disparity in a basic wage settlement is fraught with too many unknown consequences for future relationships, and the matter is best handled through more negotiations.

VII COMPARISON OF CUDAHY FIRE FIGHTERS WITH OTHER CITY EMPLOYEES.

The Union's Position. The Union supplied Union Exhibit 5 which was a list of all areas in the 1977 City of Cudahy budget where there is a percent of increase in wages and salaries. This listed 25 areas which included administrative officials, administrative and line departments, and boards. Of special interest is the showing for the Police Department and the Fire Department. The Union states that the budget showed the Police Department was getting a dollar increase of \$47,114.19 which was a rate of 7.69%. It states also that the Fire Department had an increase of the \$22,915.02, a change of 4.98%.

The Arbitrator notes here that Joint Exhibit 2, the City of Cudahy 1977 Budget shows an increase of \$43,114.19 for the Police Department which is an increase of 7.00% and he found an increase of \$30,312.69 for the Fire Department which is also an increase of 7.00%.

Other agencies range from a low of 5.75 to 51.02%.

The Union also supplied photocopies of newspaper accounts which stated that the Cudahy teachers got a pay raise of 7% in June 1976, and the school janitors got a raise of 6% for 1977 in February, 1977.

The City's Position. The City supplied no exhibits on rates of pay or percentage increases for other City employees. It makes strenuous objections to Union Exhibit 5 which listed budgeted increases and percents of increases for wage and salary accounts in departments. The City says that the City has the duty to bargain with at least 90% of its employees and the increases in the budget do not reflect the actual increases received by other City employees under collective bargaining agreements still to be signed. The City also notes that the budget represents an estimate only based on amount spent for three quarters of a year plus an estimate for the rest of the year. The City also may transfer funds from one budget category to another. It is therefore not a conclusive computation of the actual costs. The budgets also are subject to personnel shifts and it reflects matters other than salary, such as longevity, holiday, pay for acting in a higher rank, and other matters.

The City says that no credible evidence has been offered by the Union to support an increase in excess of that offered by the City and accepted by one other group of City employees. To give the award to the Union would cause labor unrest and morale problems between the Fire Fighters and other City employees. The City's offer is designed to maintain labor stability between organized and unorganized employees.

Discussion. The Arbitrator finds nothing in the arguments of either party to establish facts as to actual rates being achieved by other city employees except the Police command officers, and he must recognize that employees of the school district are in a different governmental jurisdiction. There is a small weight in favor of the Union in the wage increase achieved by the school building service employees. Again, the important factor is the rate at which the Police Command Unit with 22 members settled.

VIII. COMPARISON OF CUDAHY FIRE FIGHTERS WITH OTHER TYPES OF EMPLOYEES IN THE AREA.

The Union's Position. The Union submitted Union Exhibit 40 which is a list of four different Local Union settlements with two different corporations in Cudahy. The settlements all had a combination of hourly rate increase and a cost of living adjustment of 1¢ for each 0.4 or 0.5 change in the Consumer Price Index. The hourly rates ranged from 30¢ to 37¢ an hour, or an annual rate of \$624 to \$770 plus the "C.O.L.A."

The Arbitrator notes that the annual increase proposed by the Union is \$910 and the annual rate proposed by the City for top MPO is \$712.80.

Union Exhibits 41, 42, 43, and 44 dealt with the hourly rates of building trades employees. Exhibit 41 showed that the hourly average rate on October 1, 1976 was \$9.52. When payments to worker benefit funds were added this amounted to \$11.46. The former figure comes to \$19,801 if an employee works 2080 hours a year, or \$1650 a month. The latter figure comes to \$23,937 a year or \$1987 a month. Exhibits 42, 43 and 44 showed basic rates in Milwaukee for various construction trades slightly lower than those above.

Union Exhibit 46 was a news release from the United States Department of Labor for July 23, 1976, stating that wage rate adjustment negotiated during the first half of 1976 averaged 8.4% for the first contract year, and that agreed upon increases over the full life of the contract averaged 6.8% a year. These data excluded cost of living escalator clauses. In this release the Union marked a paragraph specifically which said that in the manufacturing sector, new settlements averaged 10.7% in the first contract year and 7.4% annually over the life of the contract.

Exhibits 48 and 49 of the Union contained information on a Municipal Government Wage survey for Milwaukee as of August, 1976. It showed for workers in the construction trades, biweekly rates of pay for employees not in training status which range from \$556 for an asphalt ironer to \$774 for an electrical mechanic.

Exhibit 50 was a report from the FREE PRESS of January 28, 1977 stating that Cudahy school janitors had received a 36¢ per hour wage increase for 1977 and the same wage increase for 1978 which amounts to a 6% increase for the latter year. They will receive a five cent differential for the second shift, bringing this to 20¢ per hour.

The Union says that these pay increases far surpass what the Union's request is. The largest firms in Cudahy, Ladish with 4,500 employees, and Patrick Cudahy with 1000 employees, set the trend for what other workers can expect. What they have granted is above the Union request.

As to the building trades wages, the Union says that the Fire Fighters' request is \$5.20 or about half the hourly rate paid construction trades people. Even though construction tradesmen may be off work part of the time, yet their unemployment checks are nearly equal to the Fire Fighters' wage checks.

The Union states that the City has used the Fire Fighters to do various building trades jobs while the Fire Fighters were on duty, and the Fire Fighters did this without additional pay. They also do maintenance work.

The Union points to the increase in the first year of contracts for 1976 cited above, and also the settlement for contracts in manufacturing. These were above what is being offered the Union, and the City said nothing about this in its statements.

The City's Position. The City objects to the validity of Union Exhibits, No. 40-47, which deal with what employees in private sector get. The City says that these exhibits are not valid under the criteria established by Section 111.77(6) for several reasons.

The City says that the Fire Fighters did not introduce these exhibits as relevant arguments during the bargaining. The City says they are merely a ploy to persuade the Arbitrator that their own excessive wage demands are justified. Further the primary duties of the employees described in these exhibits are not in any way related to Fire Fighting. Also, the building trades are severely affected by seasonal employment and fluctuations in the economy. The City also says that private companies can raise prices when settlements go up, but the City has to raise prices when settlements go up, but the City has to return to the people who have carried the burden in the past -- the average property taxpayer. Also, the Union has not proved that the private sector workers actually live in Cudahy and pay taxes there.

Because the Union did not establish any comparable basis between Union employees and private sector workers in the City or general area, comparisons must be disregarded as irrelevant.

Discussion. There is a frequent use of comparisons of Fire Fighters with building trades employees and also with operating engineers. It is difficult to establish a standard or norm for such comparison because of hours of work, seasonal employment, and comparability of primary function. The Fire Fighters in practically every incident get less hourly pay than building trades workers. What the latter get in annual pay and benefits is not clear.

There is no doubt that Fire Fighters may be getting less than some workers in industry in rates of increase, but whether this establishes again unfavorable position in total compensation is not clear. The Arbitrator therefore tends to put more weight on comparisons between employees in governments locally, within the same government, and as between protective services, than on comparisons with employees in the private sector whose jobs are not the same.

IX. THE CONSUMER PRICE INDEX AND THE COST OF LIVING.

The Union's Position. Union Exhibit 29 was a bar chart comparing the Fire Fighter MPO base wage with the Cost of Living Increases in the Milwaukee Area. The following table is derived from it.

TABLE X.

CUDAHY MPO BASE WAGE AND MILWAUKEE COST OF LIVING INCREASE

<u>Year</u>	<u>Milwaukee C.O.L.</u>	<u>M.P.O. Basic Wage</u>
1973	6.3	
<u>1974</u>		3.8
1974	9.6	
<u>1975</u>		9.0
1975	9.0	
<u>1976</u>		7.5
1976	6.4	
1977 Union Offer		6.4
1977 City Offer		5.0

The Union in its Exhibit 32 added up the cost of living increases above and said they totalled 31.3%. The Union then added up the wage increases obtained by the Union, to which it added the present request. These figures total 26.75. Following the same process for the City offer, the Union came up with the figure of 25.3%. The Union says that with its current proposal it remains 4.6% behind the cost of living and if the City's proposal is taken, then the Union drops to 6.0%.

In Union Exhibit 31, the Union compared the MPO base wage with the item of "real spendable earnings" using 1967 Milwaukee Consumer Price Index as the base. The following table is derived from this exhibit.

TABLE XI.

REAL SPENDABLE EARNINGS - CUDAHY FIRE FIGHTERS

<u>Year</u>	<u>Bi-Weekly Wage</u>	<u>Real Spendable Earnings</u>	<u>Milwaukee CPI</u>
1967	\$283	\$283	100.0
1970	361	312	115.8
1972	425	344	123.7
1974	464	322	144.1
1976	548	328	167

The Union says that real spendable earnings did not keep up with the cost of living, and the employees had \$16 more spendable earnings in 1972 than in 1976.

The Union supplied a series of exhibits, Exhibits 33 to 39 inclusive, which dealt with the budget costs of the 1975 family budgets in the Milwaukee area as compared with family budget costs elsewhere.

A report of the U.S. Department of Labor of an undated time, but dealing with budget costs in the Autumn of 1975, showed that in the North Central region the intermediate cost was \$16,293 for a family of four. The average intermediate was \$15,318 for urban U.S. The index of comparative costs on an intermediate budget for this time showed Milwaukee at the figure of 106.

The Union states that in making its calculations it used the average annual rate. It states that the employer used only a December to December yearly rate. The Union says that in times past when the CPI was increasing as it is now, the City used the average rate instead of the comparable monthly rate. The Union says that the statutory guidelines call for the use of the yearly average rate. The Employer is now using the rate of comparable months when the CPI is moving up more slowly. Further the City used the national increase when it should have used the Milwaukee increase because the Milwaukee increase was greater. The Union notes that in the

data about the cost of the family budget in the Milwaukee area, homeownership costs are much higher than among other communities. It notes that most Fire Fighters are homeowners.

The City's Position. Employer Exhibit 5, taken from a news release of the U.S. Department of Labor, of December 17, 1976 shows that the maximum annual salary scale achieved by Fire Fighters and Police were 7.3% in the five year period ending in 1976 as compared to a 6.9% increase in the CPI. The data on Fire Fighter and Police pertains to cities which had a population of 100,000 or more. The City also submitted Employer Exhibit 8, which was a tabulation of changes in the rate of increase of the CPI from one month in 1975 to the same month in 1976. A sample of this exhibit will be sufficient here to show the trend. The increase in the CPI from December 1974 to December 1975 was 7.01%. From March 1975 to March 1976, the change was 6.15%; from June 1975 to June 1976, the increase was 5.192%; from September 1975 to September 1976 the increase was 5.50% and the December 1975 to December 1976 change was 4.81%. The changes are less if medical items were not included. The City stresses that when medical items are eliminated from the CPI in the rise from December, 1975 to December, 1976, the increase was only 4.46%.

The City states that it computed the increase for the C.O.L. in 1976, which was the actual increase which occurred during the second year of the contract between the parties. This increase was 4.81%. The Union used the annual average increases for the Milwaukee area over a period of years. The City says that the Union contends it used the average annual figures in the past, but actually it has used the December to December figures when these were higher. The City says it is absolutely necessary to utilize figures which reflect a change during the actual term of the contract. Its use of changes during 1976 are therefore most useful.

The City says that in 1975 the Fire Fighters received a 9% wage increase with a total package of 11.41%. It says that the consumer price index increase only 7% from December 1974 to December 1975. The settlement then far exceeded the CPI. This exceeded the national average and was the result of an interest arbitration award made on the City's offer.

The City says that in 1976, the Fire Fighters received a 7.85% increase in wages and a total package of 9.2%. This was over 3% greater than the CPI increase from December 1975 to December 1976 for the basic wage alone. This indicates that the Union members have not lost ground to increases in the CPI.

As to its 1977 offer, the City says it endeavors to meet the cost of living increases for the period from December, 1975 to December, 1976. The CPI in all items increased 4.81% during this period, and the City offered a wage and in-step increase of 5.25% with a total impact of 5.97%. If the medical items are removed, then the City offer far exceeds the CPI increase. The City also says that the Fire Fighters did not lose ground according to the CPI. The City states that using the Union Exhibit 31, the Fire Fighters bi-weekly pay increased from \$283 in 1967 to \$548 in 1976. This was an increase of 93.6%. The CPI however increased only 67%. There was then an effective increase of 26.6% in real spendable earnings.

The City says that the increases proposed by the Union go far beyond the cost of living increases based on 1976 information. The Union proposed that wages be increased by 6.63% with a total impact of 7.24%. This greatly exceeds the rise in the CPI for 1976.

The City states that the Fire Fighters are not covered by Social Security and do not have to meet these new increased costs. The City is also paying full increases in the Wisconsin Retirement Fund, and is paying 22.7% of all compensation toward this program. It also continues to pay 100% of health insurance premiums.

The City offer meets and exceeds increases in the CPI; the Union offer far exceeds such increases, and the City therefore has the most reasonable offer.

Discussion. There are two basic questions to be considered here. One is whether the Union has lost ground in real spendable earnings. There is a considerable disparity between the City's contention and the Union's contention. The City says that the wages of the employees went up 93.6% in ten years whereas the CPI went up 67%. The Union says that it had more spendable earnings in 1972 than in 1976.

Union Exhibit 31 is an exhibit which shows the Union argument. If the Union bi-weekly wage base in 1967 was \$283 and the CPI and the CPI base then was 100, then in 1976 with a CPI base of 167 it would have taken $\$283 \times 167\%$ in dollars to have the same purchasing power. This comes to \$473. The actual wage received was \$548. The Arbitrator therefore concludes that the Union position has advanced in real spendable earnings over a decade. However, it must be acknowledged that the 1976 spendable earnings were below 1971, 1972, and 1973.

The Arbitrator must conclude that the Union over ten years has gained ground in spendable earnings, lost ground since 1972, and gained some of it back recently.

A more important question is whether the City's proposal keeps up with recent changes in the CPI. Here the parties use different calculations. The Union uses the common calculation from 1975 yearly average to 1976 yearly average. The City uses a calculation based from December, 1975 to December, 1976.

The annual average from 1975 to 1976 is plus 6.4%. The change from December 1975 to December 1976 is 4.81%. The City also cites the change of medical items are eliminated as 4.46%. The City in its brief cites a case where this argument is supported.

It should be noted that using the month to comparable month change produces a different calculation than using yearly averages as there are swings in the CPI. This Arbitrator believes that for the purposes of this matter, the yearly average is more appropriate because it has been long used, and evens out the swings that may occur from month to month over a year.

Under this principle, the City's offer is lower than the average increase in the yearly CPI, and the Union's nearer to it. The City's roll-up costs of 5.97% approach this average. The roll-up cost of the Union offer at 7.23% exceeds it.

The weight here is with the Union argument.

X. OVER ALL COSTS.

The Union's Position. The Union, as noted before states that in the matter of overall costs, the City has used an incorrect figure of 56 for overtime instead of 40 hours, which represents the time actually worked. As to ambulance call in, this is classified as non-emergency work, and the members of the Union receive only compensatory time. When the overtime adjustment is corrected in the data, as will be possible; both the City's exhibits and the Union's exhibits show that the Cudahy Fire Fighter is about average, but the Cudahy Police Officer is on top.

The Union also objects to the City costing Fire Fighters on step-increases. It states that this is not traditional or normally taken into consideration and the Union cites one authority to this effect.

The City's Position. The arguments of the City have been largely stated earlier in the discussion on comparable costs between Cudahy Fire Fighters and other Fire Fighters. In essence the City states that in order to develop some comparable figures, it had to use standards or norms for overtime and holidays and these are to be used in developing over-all costs, particularly when it is necessary to calculate the value of time off received by an employee.

Discussion. The matter of over-all compensation has been discussed earlier in the issue of comparisons of the wages of Fire Fighters between municipalities. Because of the disparity of methods in calculating costs, the Arbitrator does not believe that over-all comparisons are the best measure of the fairness of any award, but that the basic wage is.

What is of concern in over-all costs, is the matter of roll-up costs also. These have been discussed in the previous section and they show that the respective roll-up costs for the City's offer of 5.9% and for the Union's offer, 7.23%. While it is customary to consider costs on basic wages alone, there is some merit in looking at the over-all cost to the City. In this respect, the Union's roll-up costs are farther from the rise in the CPI than the City's proposed costs.

XI. CHANGES IN CIRCUMSTANCES.

The current February CPI for all items in Milwaukee is reported as 173.6, which is a rise of 1.85 over the previous quarter. The yearly average increase from February 1976 is 6.8% indicating a rise is continuing.

XII. OTHER FACTORS.

There are two other factors which need to be considered. One of these is the matter of sick leave, and the other is the use of the pager.

A. Sick Leave. The following provision is in the current agreement:
"26. SICK LEAVE: Eligibility for sick leave shall be after the completion of six (6) months of employment with the City but accumulation shall be retroactive to the time of employment. Each employee shall accumulate one (1) sick day per month during the year. After an employee has utilized two (2) or more sick days during any calendar year, the Chief may require the employee to produce a doctor's certificate prior to returning to work stating the nature of the illness, and verifying that the employee was unable to report for duty. (This new provision shall be effective on a trial basis for the term of the agreement only, unless specifically negotiated into any successor agreements.)"
The City seeks to amend this by putting in the phrase, "...three (3) or more sick days per calendar year...."

The Union is proposing the following:

"Eligibility for sick leave shall be after the completion of six (6) months of employment with the City, but the accumulation shall be retroactive to the time of employment. Each employee shall accumulate one (1) sick day per month during the year. After an employee has utilized two (2) or more consecutive sick days the Chief may require the employee to produce a doctor's certificate prior to returning to work stating the nature of the illness and verifying that the employee was unable to report for work."

The issue is whether after any three days of absence the Chief can require a doctor's report, or only after two consecutive sick days.

The Union's Position. The Union states that the issue of sick days arose in the 1975 contract when the City complained that there was excessive sick absence in 1974. The Union says that sick days in 1974 were less than in 1973. The Union states that its position on consecutive sick days before a doctor's slip is required is comparable to the arrangements in other Milwaukee municipalities and it supplied Union Exhibit 53 to show this. This exhibit shows that out of 12 municipalities in Milwaukee county surveyed, five call for three consecutive work days before a slip is required, five call for two days, one requires no sick slip and one gave no information. The Union is willing to go from 3 consecutive days to two consecutive days.

The Union states that if an employee were off on two or more consecutive sick days, he would be sick enough to send for a doctor on his own. To ask him on his third sick day in a calendar year to go to a doctor for a cold is unwarranted and would place a burden on the City.

The Union supplied Union Exhibit 54, which was a listing of sick days used in 13 Milwaukee County municipalities. This table is abstracted.

TABLE XII.

SURVEY OF SICK DAYS USED

<u>Municipality</u>	<u>Dept. Manpower</u>	<u>Sick Days Used</u>	
		<u>1975</u>	<u>1976</u>
Brown Deer	11	Unavailable	
Greendale	15	145	184
Greenfield	24	76	98
Glendale	18	63	93
Milwaukee		Unavailable	
Oak Creek	32	45	53
Shorewood	23	92	151
South Milwaukee	18	351	226
Wauwatosa	99	218	265
West Allis	140	Unavailable	
West Milwaukee	38		51
Whitefish Bay	22	97	42
Cudahy	28	94	135

The Union says that Fire Fighters suffer illness from exposure to severe weather and from ambulance duty, but often times they report for duty with an illness or injury to keep up manpower.

The Union says that the basic language in the Agreement came as a result of final and binding arbitration in 1976, and the Arbitrator noted it was to be a trial period. The Union says it objects to having terms different from any other department, and it has employees who averaged only 0.69 days sick leave per year apart from long term illnesses. The Union's offer is more reasonable therefore.

The City's Position. The City in Employer Exhibit 17, A, B, and C gave the contract language of the Agreements for 1975 and 1976. City Exhibit 18 listed 8 incidents in 1974 of individuals who may have used sick days to extend time off. This exhibit was also used in 1975 arbitration. Employer Exhibits 19A and 19B comprised a list of days used by employees for sick days from 1969 to 1974, and was used in the 1975 arbitration. It showed that average sick days utilized went from .95 in 1969 to 2.77 in 1974. Employer Exhibits 20A and 20B comprised a list of sick days utilized in 1976. The average was 5.08 per employee, but excluding long term illness, it average .69 days per employee. Seven medical excuses would have been required if occurrences in excess of 2 days were considered.

The City says that an Arbitrator in the 1976 decision found that the City final offer was reasonable even though it was at variance with current practice and might be given a trial. The City states that its Fire Fighters are on one day and off two days. It states that sick leave abuse usually occurs one day at a time. Under the Union provision there is no way that sick leave abuse can be under the control of management. Sick leave abuse can severely affect department manpower. With modern medicine it is rare for an employee to be sick four days in a row unless seriously ill, in which case the employee would have no difficulty in getting a doctor's slip.

The City says that its exhibit from 1975 arbitration convinced the arbitrator that there was sick leave abuse. Since the new provision, sick leave has declined. The Union has not argued that there was no abuse. The principal argument of the Union is that other departments have other practices. The City did not argue that sick leave was excessive in terms of other departments, but that it had evidence that sick leave was being used to extend time off. The City is now offering a reasonable compromise. The City stresses that if the Union proposal were adopted, the Chief would lose flexibility in assigning.

Discussion. The Arbitrator finds no compelling reason to support either contention. The City's offer to extend the number of days before sick leave would be required in a given year is a compromise of its previous offer. If an employee wanted to abuse sick leave, he would have three chances now instead of two. The Arbitrator believes that the experience under the basic concept might be continuing without harm to the Union.

B. Overtime For Carrying A Pager. The parties have offers on overtime for carrying a paging unit. The Union's position is as follows:
"OVERTIME. The employee who is assigned to carry the paging unit for a twenty-four (24) hour work period shall be guaranteed a minimum of two (2) hours of compensatory time."

The City's position is as follows:

"The employee who is assigned to carry the paging unit for a twenty-four (24) hour work period shall be guaranteed a minimum of one (1) hour of Code 3 pay or one (1) hour of compensatory time off. The Chief shall have the right to determine whether the employee receives pay or compensatory time off."

The Union Position. The Union states that in February, 1976, two trained Fire Fighters, at least one of whom had emergency medical training took over response to ambulance calls formerly answered by one Police officer and one Fire Fighter. When two Fire Fighters were thus away from a station, a system was developed whereby the men off-duty would carry a pager and would respond to the fire station where men were on ambulance call. Men volunteered to take compensatory time for hours so worked. There were limitations on compensatory time. It could not be taken except when a full crew was working. At present there is compensatory time or pay for training during off-duty hours, off-duty emergency fire calls and attendance at special school.

The Union is asking that instead of this system, the employee is to be given two compensatory hours off for each day the pager is carried. This would mean no pay for this time and the Union says that this provision would not cost the City any money whatever. The Union says that in 1976 there were only 16 days in which there were no emergency calls, so that employees were often called in to work. The employee who carries the pager is restricted in his movements, and he should receive some compensation for this restriction. The Union furnished an exhibit which showed that if its provisions applied during 1976 there would have been 82 hours of compensatory time above those actually encountered by the City. The Union says that under the City's proposal, this would come to 16 hours of compensatory time or pay. The Union says that the additional compensatory time under its proposal would have amounted to 2.93 hours per employee per year. Under the cities proposal this would have come to .57 hours.

The Union states that the request is modest in view of the service rendered. Time off would be taken at a time mutually agreeable to the Chief and the employee. The Union says the the Chief acknowledged under cross examination that the members were responsible and cooperative about not letting time accumulate on the books. If he had a problem, he would present it for negotiation. The Fire Fighters are not asking for an increase.

The Union states that the total benefit offered by the City for the entire unit is \$82.24 for the full year, which is 25¢ per month per man. The Union rejects the argument that the City states that the compensatory time off is worth \$1.37 per man per month. There is time off, but without cost to the taxpayers.

The Union states that there is an area minimum of two hours for call-in. The Union also states that the Employer Exhibit 16 which is a list of municipalities where Fire Fighters have a radio receiver in the home and get no compensation, or only payment toward an electrical bill, is not the same subject as having to carry a pager. The Union says that Cudahy Fire Fighters have a radio in their homes also and receive no compensation for it.

The City's Position. The City supplied Employer Exhibit 15 in which it estimated that the Cost of the City Offer in cash for a year, based on the 1976 experience, would be \$138.78, paying for one man on-call for days on which no emergency calls were received. The Union cost would be \$739.82 in terms of lost productivity. This is based on 71 days in which one or less calls were received.

Employer Exhibit 15 lists six municipalities in which Fire Fighters have radio receivers at home, and six of these afford no pay, while one pays \$25 yearly for the electric bill.

The City stresses that remuneration for carrying the pager is a new benefit for the Fire Fighters in southern Milwaukee County. Only in South Milwaukee is a Fire Fighter required to carry a portable pager and there is no compensation for the service. The City proposes that the Fire Fighters would get either one hour's pay at \$5.14 per hour or get one hour of compensatory overtime. This proposal is consistent with the practices in the current Agreement in Article 17 in which the same principle is applied.

The City says that the Union has not presented compelling arguments for additional paid time off. Employees have opportunity to trade work days freely and they can get compensatory time holidays if they wish. Employees also had approximately 108 hours overtime per employee in 1976. Moreover they can arrange to have someone trade for pager duty.

The City states that it has had problems with paid time off during the last several years. It increased holiday pay to encourage employees to take holidays in dollar amounts rather than time off. This stabilized the situation. Also, time off due to duty injury and bona fide sick leave is unpredictable. Granting time off for pager duty would compound the problems.

The City says its offer serves the needs of the Union and the City. If manning levels are adequate the Chief could allow time off. If the Union proposal obtains and the Chief is forced to give time off and staff is short, then the Chief would have to call in another man and this would cost the City 2.5 times the Union's proposal. Again, the City says that to grant the Union proposal would interfere with flexibility of assigning by the Chief.

The City says that compensatory time off in banks are not a sound management practice. They constitute an unfunded and unbudgeted liability which may cause fiscal problems later.

Discussion. The Arbitrator here supports the argument of the City, that the options of cash or time off is better, both for the employee and the City. It is true that the common practice for call-in is to compensate the employee called in for two hours. However, the compulsory compensatory time feature, while it does not result in a substantial amount of additional time to be compensated, yet is less desirable from both the point of view of departmental operations and from the view of the employee. Some employees may want additional money, and sometimes scheduling may be tight. It is the Arbitrator's conclusion that the City offer is the more reasonable one. More experience is needed before introducing the principle of compulsory compensatory time. Also the Arbitrator believes that some problem of minimum manning may appear.

XIII. SUMMARY DISCUSSION.

A summary will now be presented of the various issues and the conclusion therefrom.

The City has the lawful authority to pay the costs of either of the two offers. As to the interest and welfare of the public, it must be noted that although the City of Cudahy has the largest tax base of southern Milwaukee County municipalities, it is fourth highest in tax rate among 36 Milwaukee area municipalities, having increased in this position from 8th last year. This is a factor in favor of the City's offer since Cudahy is one of the smaller municipalities in Milwaukee County. The City's offer is further supported by a lower average family income than is found in all but one other southern Milwaukee County municipality.

As to comparison of basic wages and total compensation between Cudahy Fire Fighters and other Fire Fighters in southern Milwaukee County municipalities, there is evidence that the Cudahy Fire Fighters under the City offer will not come up to the basic wage settlements being obtained by Fire Fighters in other municipalities, by about \$7 bi-weekly. The Cudahy Fire Fighters, having dropped from second in 1974 to fourth in 1975, are now likely to drop to fifth or sixth in status. This is a weighty factor in favor of the Union offer. The status of the population of the City and its relatively large tax base does not justify another drop of this type.

Because of the use of estimated overtime and of the attributed value of time off in the calculations of the City as to comparisons of total compensation, and the subsequent repeating of some City Calculations by the Union, the Arbitrator finds it useful to use total compensation as a criterion for judging which offer should be accepted.

As to comparison between rates of Fire Fighters and Patrolmen, the Arbitrator finds that over a period of about four years, Fire Fighters have had a top pay rate of 96.7% to 98.1% of Police Patrolmen. This is a factor in favor of the City offer. Further, since Police command officers have settled for a 5% increase, an offer above 5% to Fire Fighters would have an unsettling effect in relations between Fire Fighters and Police command officers within the City. If the Patrolmen were to secure a raise in basic wages similar to the Fire Fighters offer, this would produce a difference between Patrolmen and command officers. The lack of potential comparability within the Cudahy protective services is the weightiest factor in favor of the City's offer.

The Arbitrator must take note, however, that the Patrolmen have a substantial benefit in an educational incentive program which the Fire Fighters do not have. This is a serious matter which needs to be treated by the parties independently. An effort to remove this disparity in education benefits should not involve shifting relationships in the basic wage to overcome it.

As to the pattern being established with other City employees, the Arbitrator found nothing in the exhibits of the parties to give a clear indication of what patterns were being set, other than those of school district employees who are under a different jurisdiction, and whose circumstances are unknown to the Arbitrator. The Arbitrator could not make any judgments as to whether their settlements represented a catch-up or a genuine new improvement in wages.

As to comparison with other private employees, the patterns indicated in the examples given the Arbitrator show that the base wages being offered private employees are less than those offered Fire Fighters by the City, but there is a C.O.L.A. feature in private contract. The impact of this is uncertain, and whether this establishes a pattern which is more favorable than the City if offering Fire Fighters is too uncertain to make a judgment. If there is a substantial rise in the CPI employees in the private sector may get better benefits than Fire Fighters.

As to the cost of living and the Consumer Price Index changes, the Arbitrator finds that the Union offer more nearly meets the changes in the CPI from 1975 to 1976, on yearly average. This must be tempered by the City's showing that the actual CPI change from December, 1975 to December, 1976 was less than the change in the yearly average, and the City's roll-up cost comes near to the change in the yearly average. It should be noted that the rate for the CPI is again advancing instead of slowing down. A reasonable position here is to consider only past experience and not to attempt to reflect the anticipated rises in the CPI in wage rates unless through a cost of living adjustment, which is not a feature here.

As to the provisions on sick leave, there is no compelling reason to accept either offer. The Arbitrator believes that the City's offer has merit in it.

As to compensation for the pager, the City's offer considered by itself seems more reasonable in that it gives an option to the employee for cash wage or time off, whereas under the Union proposition time off is compulsory. Manning problems would also be less.

The matter principally reduces itself to deciding between two fundamental principles -- whether to give more weight to relationships between the protective services in the city, or to relationships in basic wages with employees performing similar service in comparable communities. The Arbitrator believes that in this matter, the latter criterion is more relevant and should be the determining factor here. The status of Cudahy MPO's relative to MPO or top Fire Fighter positions in comparable communities should be maintained and not allowed to slip further. The Union offer as to percentage increase also fits the average annual increase between 1975 and 1976. On these two scores therefore the Union offer more nearly fits the guidelines indicated in the statutes. The more reasonable offers of the City on the pager and on sick leave are not sufficient to overcome the deterioration of the comparative status of Fire Fighters to those in comparable communities.

AWARD. The offer of the Cudahy Fire Fighters' Association, Local 1801, IAFF should be included in the agreement between the Local and the City of Cudahy as most nearly conforming to the statutory guidelines for final and binding arbitration in the Municipal Employment Relations Act of the State of Wisconsin, especially as to comparability between basic wages of other Fire Fighters in comparable communities and as related to the rise in the cost of living annual average from 1975-1976.

Frank P. Zeidler /s/
FRANK P. ZEIDLER
Arbitrator

April 25, 1977