

In the Matter of the Petition of

WAUWATOSA FIREMENS PROTECTIVE  
ASSOCIATION, LOCAL 1932, I.A.O.F.

For Final and Binding Arbitration  
Involving Non-Supervisory Firefighters  
Personnel in the Employ of

CITY OF WAUWATOSA (FIRE DEPARTMENT)

Case LI  
No. 2387  
MIA-398  
Decision No. 16820-A  
AWARD

RECEIVED

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

I. HEARING. A hearing on the above entitled matter was held on May 15, 1979, beginning at 9 a.m. at the Memorial Civic Center, 7725 W. North Avenue, Wauwatosa, Wisconsin.

II. APPEARANCES.

For the Association:

JOHN K. BRENDEL, Attorney, BRENDEL, FLANAGAN, SENDIK AND FAHL, S.C.

For the City:

von BRIESEN & REDMOND, S.C. by DONALD J. CAIRNS

III. NATURE OF PROCEEDINGS. This is a proceedings in final and binding final offer arbitration. The Wauwatosa Firemens Protective Association, Local 1932, I.A.O.F. filed a petition on December 13, 1978, with the Wisconsin Employment Relations Commission to initiate final and binding arbitration pursuant to Section 111.77 (3) of the Municipal Employment Relations Act of the State of Wisconsin. The parties were at an impasse over the concluding of an agreement for 1979 and 1980. The Commission conducted an investigation, and the investigator reported that an impasse existed. The Commission concluded that the impasse did in fact exist, certified that conditions precedent to the initiation of compulsory final and binding arbitration as required by Section 111.77 existed, and ordered such arbitration. The Commission issued an order appointing Frank P. Zeidler as arbitrator. The hearing was held as noted, the parties presented exhibits and witnesses, and subsequently supplied briefs.

IV. FINAL OFFERS.

A. FINAL OFFER OF THE CITY.

## APPENDIX "A"

In the matter of the Petition of

Case LI No. 23877 MIA-398

WAUWATOSA FIREMEN'S PROTECTIVE ASSOCIATION, LOCAL 1923

For Final and Binding Arbitration Involving Firefighting  
Personnel in the Employ of the

CITY OF WAUWATOSA

### FINAL OFFER OF THE CITY OF WAUWATOSA January 25, 1979

The following represents the final offer of the City in the above cited matter and is submitted in accordance with the direction of WERC Investigator Stephen Schoenfeld on January 18, 1979.

1. A two (2) year agreement commencing January 1, 1979, attachment (A).
2. A wage increase of 7% each January 1, 1979 and January 1, 1980, as calculated on attachment (B).
3. Payment of the 1979 Health Insurance premiums of \$115 per family coverage and \$46 single coverage and the payment of the actual monthly premiums for 1980 as indicated on the attached language modification, attachment (C).
4. An increase of Paramedic premium of 5% in 1979 as stated in attached appendix (d).
5. Increase longevity premiums \$1.00 per month, attachment (E).
6. Increase vacation allowance, attachment (F).
7. Limit the payment of supplemental duty injury pay to 100% of regular net take home earnings. Attachment (G).
8. Holiday allowance to be increased to 132 hours and "training" to be added to the present language, attachment (H).
9. "Acting" pay to be modified, attachment (I).
10. Clothing allowance to be increased to \$200 per year and paid in accordance with a uniform voucher system, attachment (J).
11. Institute a program partial payment of health insurance premiums for future retirees, attachment (K).
12. Inclusion of tentative agreements, attachment (L) thru (O).

*David A. Moore*  
1-25-79  
For the City

ATTACHMENT (A)

Modify as follows to reflect a two (2) year agreement.

AGREEMENT

THIS AGREEMENT entered into this                    day of  
effective January 1, 1979, by and between the CITY OF WAUWATOSA,  
through its Mayor, James A. Benz, acting pursuant to resolution of the  
City Council of Wauwatosa, authorizing him to enter into such agreement,  
hereinafter referred to as the "City" and the WAUWATOSA FIREMEN'S  
PROTECTIVE ASSOCIATION, LOCAL 1923, through its duly authorized officers,  
as bargaining agent for all of the Fire Department employees designated  
herein to be within the unit, hereinafter referred to as "The Association"  
and "Employees" respectively.

ARTICLE XVI. Salary Schedule

Effective January 1, 1979, the salary schedules for positions repre-  
sented by the Association shall be set forth in Appendix A.

ARTICLE XXXV. Term of Agreement and Negotiations

This agreement shall become effective as of January 1, 1979 and remain  
in full force and effect to and including, December 31, 1980 and thereafter  
shall be considered automatically renewed for successive twelve month periods  
unless procedures are instituted in accordance with Section 111.77 of the  
Wisconsin Statutes. In the event said procedures are initiated, negotiations  
shall be instituted prior to September 15 of any year in which such request  
or negotiations is filed. In the event the parties do not reach written  
agreement by the expiration date, the existing Agreement shall be extended  
until new agreement is executed.

ATTACHMENT (B)

Modify appendix (A) as follows and delete appendix (B).

APPENDIX (A)

1979 Bi-Weekly

Salary Schedule

<u>Position</u>	<u>Step One</u>	<u>Step Two</u>	<u>Step Three</u>	<u>Step Four</u>	<u>Maximum</u>
Captain	\$768.24	\$788.87	\$	\$	\$810.08
Lieutenant	717.16				731.73
Motor Pump Operator	681.44				696.06
Firefighter	590.02	605.94	623.60	642.15	662.29

1980 Bi-Weekly

Salary Schedule

<u>Position</u>	<u>Step One</u>	<u>Step Two</u>	<u>Step Three</u>	<u>Step Four</u>	<u>Maximum</u>
Captain	\$822.02	\$844.09	\$	\$	\$866.79
Lieutenant	767.36				782.95
Motor Pump Operator	729.14				744.78
Firefighter	631.32	648.36	667.25	687.10	708.65

ATTACHMENT (C)

ARTICLE VIII. Insurance

Section 1. Health Insurance

A. Premiums

1. The City shall pay up to \$115.00 monthly toward the family plan premium.
2. The City shall pay up to \$46.00 monthly toward the single plan premium.
3. Unit employees will not be liable for any increases in these premium amounts during 1979 or 1980.

Section 2. Life Insurance - Remain "as is."

ATTACHMENT (D)

ARTICLE XXIX. Paramedic Premium

For employees who have successfully completed a training program authorized by the City for the purpose of certification as a Paramedic under the standards as established by the Medical College of Wisconsin and who further maintain such certification as required by statute or the Medical College, the City shall pay a premium wage of \$31.00 bi-weekly once an employee is assigned to an active status of participation in rescue work. An employee who voluntarily leaves the paramedic program after certification, or is determined to be incompetent, will no longer be entitled to the premium set forth herein. After four years of such active service, the City may reassign a paramedic without incurring the premium pay subsequent to the reassignment becoming effective.

ATTACHMENT (E)

ARTICLE XXVIII. Longevity Schedule

Longevity shall be paid according to the following schedule:

- \$2.77 dollars bi-weekly after five (5) years of service
- 5.08 dollars bi-weekly after ten (10) years of service
- 7.38 dollars bi-weekly after fifteen (15) years of service
- 9.69 dollars bi-weekly after twenty (20) years of service
- 12.00 dollars bi-weekly after twenty-five (25) years of service

To commence with the first pay period after the anniversary date of the Association member's employment.

ATTACHMENT (F)

ARTICLE XI. Vacation

Section 1. Employees shall be entitled to vacations as follows:

- A. As is
- B. Three (3) weeks vacation after seven (7) years of service.
- C. Four (4) weeks vacation after fifteen (15) years of service.
- D. Five (5) weeks vacation after twenty-two (22) years of service.

Section 2. Remain "as is."

ATTACHMENT (G)

ARTICLE XXI. Duty Injury

All full-time personnel shall be granted leave of absence and shall receive full pay from the City, less the amount of Workmen's Compensation received by the employee, for the period of temporary disability due to a particular injury or illness compensable under Workmen's Compensation laws of this state but not to exceed 365 calendar days in the aggregate from the date of such disabling injury without affecting his use of regular sick leave to which he may otherwise be entitled. In the event an employee has returned to work for a consecutive period of four (4) calendar months without absence by reason of such injury or illness, any subsequent absence will be deemed to be a new injury or illness for purposes of this paragraph. Nothing herein shall affect awards for permanent disability to which the employee is solely entitled.

In no event will such supplemental pay and workman's compensation benefit, in aggregate exceed the employees normal net "take home" pay.

ATTACHMENT (H)

ARTICLE XX. Holidays

Each employee shall receive one hundred thirty-two (132) paid hours of off-time as and for a holiday allowance. The hours are based upon and are in recognition of the following holidays:

New Year's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Labor Day
Good Friday	December 24
2 undesignated holidays	December 31

Any employee scheduled to work on any holiday will receive no additional compensation by reason of the holiday duty.

ARTICLE IV. Hours - Duties

Section 5. On any of the days scheduled as holidays, per Article XX hereof, plus Easter Sunday, except for the customary morning cleanup procedures, no service, labor work, or other chores shall be required other than stand-by awaiting and/or serving in matters of emergency call, or departmental training functions. Civic parade appearances shall be made as required by the Department.

ATTACHMENT (I)

ARTICLE XVIII. Acting Pay

Section 1. Any Firefighter, Motor Pump Operator, Lieutenant, or Captain assigned to perform the duties of a higher rank than the employee's present rank shall be paid at the daily rate paid to the lowest scale of the rank to which he is assigned but in no event less than his present rate of pay.

Section 2. The City shall not be liable to pay acting pay where an actor is required to serve by reason of the City's granting to an on-duty employee emergency leave, unscheduled hourly vacation leave or "family sick leave" for a period of 12 hours or less.

Section 3. Any unit employee assigned to take charge of a rescue or paramedic squad will be designated as the team leader and will not receive additional compensation.

ATTACHMENT (J)

ARTICLE IX. Clothing Allowance

Section 1. All uniforms and equipment of the employee worn out or damaged in the line of duty shall be replaced at the cost of the City, subject to approval of the necessity for such replacement by the Chief or his authorized representative. Each employee will be limited to a maximum replacement cost of \$200.00 per calendar year.

Section 2. The City shall assume the expense of any subsequent required changed in color or style of the dress, wash, or firefighting uniform.

Section 3. Employees shall be permitted to report to duty at the respective stations in existing department work uniforms.

Section 4. In addition to section (1) above, new employees will be required to purchase the initial uniforms and equipment and will be reimbursed \$200.00 at the end of the initial probationary period.

ATTACHMENT (K)

ARTICLE VIII. Insurance

Section 3. Health Insurance - Retirees

- A. Present retirees - The City shall continue to permit retired firemen to avail themselves of identical standard and major medical coverages offered the regular Association employees, and to be within the same groups, until such time as said retired employee can qualify for Medicare, such coverages to be solely at the expense of the retired fireman desiring to avail himself thereof. All premiums due from said retired firemen are to be paid directly to and collected by the City of Wauwatosa on or before the premium due date.
- B. New Retirees - (January 1, 1979 or later)  
Employees who retire at their regular, normal retirement date of fifty-five years of age or any City approved extension thereof will be entitled to partial health insurance premium payments in accordance with the following formula:
- $$\frac{\text{hours of unused sick leave at retirement} \times 2}{84} = \text{monthly employer contribution}$$
- C. Employees who can qualify for Federal Medicare benefits are not eligible.
- D. Employees who are employed or whose spouse is employed where the employee is eligible for coverage in a group health insurance plan to which the employer makes contributions will not be eligible.
- E. No payments will be made beyond the sixty-second birthday of the employee.
- F. Employees who desire to receive this benefit will be required to show proof of his qualification under paragraph (D) of this section by use of his income tax returns or sworn affidavits available in the Personnel Office of the City of Wauwatosa.



MEMORANDUM  
OF  
AGREEMENT

This memorandum of agreement is entered into by and between the Wauwatosa Firemen's Protective Association, Local 1923 IAFF, and the City of Wauwatosa in accordance with Common Council authorization for the purpose of amending the current Working Agreement between the parties relative to the duty schedule and overtime provisions for Fire Department personnel selected to participate in the Advanced Emergency Medical Technician Training Program.

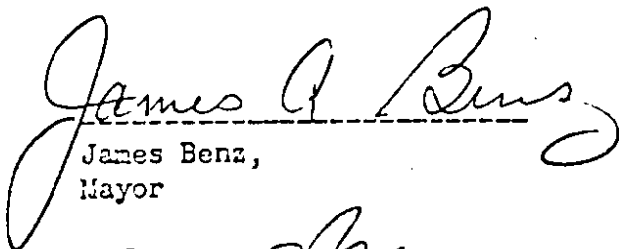
- Section 1. The Association and the City agree that for personnel who have applied and who are selected for participation in said program which is to be conducted by the Medical College of Wisconsin and Milwaukee County General Hospital beginning on or about October 23, 1978 and concluding on or about December 23, 1978, the duty schedule and overtime provisions set forth in Article IV -Hours.. and Article XVII Overtime shall be suspended for the duration of the training program with respect to the trainees. The selection of personnel shall be reserved to the formula mutually agreed to by the Association, the Screening Committee Advanced EMT Training Program, and the Wauwatosa Fire Dept. administration as described in WFD Bulletin # 594.
- Section 2. For personnel defined in Section 1, the duty schedule shall be that as established, and is necessary for the completion of the Advanced EMT Training program. No overtime shall be paid for hours worked under this assignment. Personnel hereto assigned shall be free from regular duty and callback obligations except for a declared emergency or disaster condition.
- Section 3. Personnel who withdraw or are dropped from the training program shall return to the duty schedule set forth in Article IV-Hours, of the existing Working Conditions Agreement.
- Section 4. Should, due to unforeseen delays in the conduct of the training program described above, it become necessary, the provisions of this memorandum may be extended by mutual agreement between the Association and the City.


*This attachment is not to  
be included in the next  
bargaining agreement.*

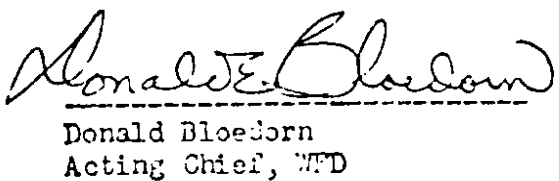
*W. J. O'Meara 1-25-79  
Not overruled during negotiations  
per oral agreement by the Association*

Section 5. This Agreement shall terminate on or about December 23, 1978 unless extended by mutual accord of the parties as provided above.

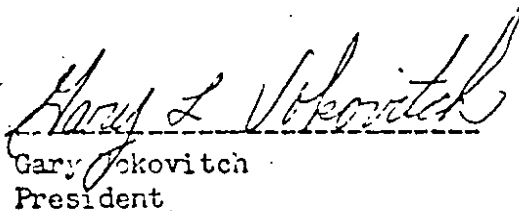
For the City of Wauwatosa

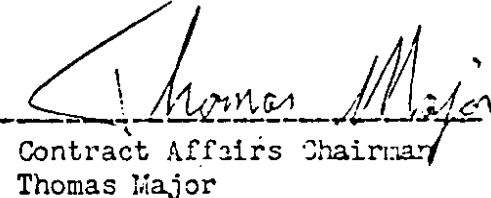
  
James Benz,  
Mayor

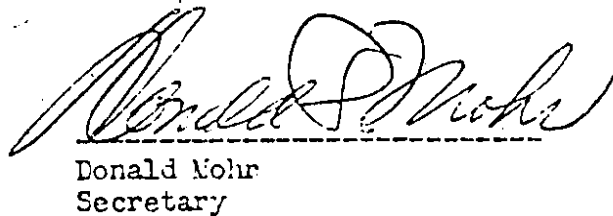
  
David Moore,  
Employee Relations Director

  
Donald Bloedorn  
Acting Chief, WFD

For Wauwatosa firemen's  
Protective Association

  
Gary Jekovitch  
President

  
Contract Affairs Chairman  
Thomas Major

  
Donald Mohr  
Secretary

Article XVIII Acting Pay

Section 4 When a unit employee is assigned to fill a position of a higher rank as an "actor" such assignment will be made to on duty employees giving first priority to those employees on the eligibility list for the position to be filled, Second priority to those employees eligible to write the examination for the position to be filled and third priority to other unit employees by seniority.

12-6-78

Agreed:  
for the Association  
D. Moore  
12-6-78

D. Moore

Art XVIII Sec 5,

agree to add There shall be no assignment made as an actor unless there is a position in existence other wise filled by an assigned employee.

Agreed:  
for the Association  
D. Moore  
12-6-78

ARTICLE 24 - (Redraft)

*207  
1/78*

*ultimately*

The City agrees to deduct from ~~the~~ earned salary an amount equal to 1/26th of the annual Association membership dues, as certified by the Association, from every employee furnishing the personnel office with a signed authorization for such deduction which shall remain effective until revoked either by 30 days advance written notice or termination of employment. The City is to be saved harmless to the extent of such deduction or deductions as may be made in the event of the challenge to the lawfulness of such deduction by any employee.

Agreed per 10/31/78 meeting:

FOR THE CITY:

FOR THE ASSOCIATION:

*[Handwritten signature]*  
\_\_\_\_\_  
*[Handwritten signature]*  
\_\_\_\_\_

Further agreed: 11/14/78

City of Wauwatosa withdraws its demand #5 under date of 10/10/78.

FOR THE CITY:

FOR THE ASSOCIATION:

*[Handwritten signature]*  
\_\_\_\_\_  
\_\_\_\_\_

2. Article XVII

(p-7) section (1) (B), change 24 to 48 hours.

Article IV

(p-2) section (6), amend last sentence to read, "At no time shall trades result in a tour of duty in excess of 48 hours."

*R. Moore 12-5-78*  
*John Prudel 12/5/78*

B. FINAL OFFER OF THE ASSOCIATION.

"The following constitutes the final offer of the Wauwatosa Firemens Protective Association, Local 1923, I.A.F. to all of the known issues raised during the negotiations and is intended to be made retroactive in all instances to January 1, 1979.

"John Brendel /s/  
6324 W. North  
Wauwatosa, Wi. 53213

"1979 CONTRACT PROPOSAL

"ARTICLE XVI - SALARY SCHEDULE

"The 1978 salary schedules as set forth in the previous Appendix B shall be increased in all steps and positions by seven percent (7%) as and for the 1979 salaries. The newly computed salaries shall be increased in all steps and positions by an additional seven percent (7%) commencing January 1, 1980.

"(All prior contract dates to be modified as needed to reflect the two year agreement.)

"Section 2. (To be added)

"Any employee who shall be designated as an 'Assigned Driver' or Tillerman shall receive a premium of \$3.00 daily.

"ARTICLE IV - DUTIES:

"Section 5. On any of the days scheduled as holidays, per Article XX hereof, plus Easter Sunday, duties shall be limited to the past customary practice of morning cleanup, parade appearances, standby, in-house training, and serving in matters of emergency call; except that the City may require additional duties of unit employees upon payment to such employees of time and one-half for all time so required.

"ARTICLE IV - PHYSICAL FITNESS:

"Section 7. The Association agrees to continue to participate in committee study in an effort to find a solution to the City Council's rejection of the committee's prior mutual recommendation.

"ARTICLE XVIII - ACTING PAY:

"Section 1 shall be modified from the 1978 contract and be substituted with the following:

"Section 1. Any Firefighter, Motor Pump Operator or Lieutenant assigned to perform the duties of a higher rank than the employee's present rank shall be paid at the daily rate paid to the lowest scale of the rank to which he is assigned. No employee may be assigned to a rank or rate of pay that is less than his present classification or salary. A Captain acting as Assistant Chief shall be paid a premium for that tour of \$10.00 above his current daily rate.

"Section 2 shall be modified from the 1978 contract as follows:

"Section 2. The City shall not be liable to pay acting pay where an actor is required to serve for only a period of four (4) consecutive hours or less by reason of the City's granting to an on-duty employee emergency leave, unscheduled hourly vacation leave or 'family sick leave'.

"Section 3. Any unit employee under the rank of Lieutenant assigned to take charge of a rescue or paramedic squad shall be designated as the team leader and shall be compensated at a per diem rate of pay equal to that of the lowest scale of Lieutenant's salary.

"ARTICLE XXIX - PARAMEDIC PREMIUM:

"The existing 1978 clause shall be modified as follows:

"For employees who have successfully completed a training program authorized by the City for the purpose of certification as a Paramedic under the standards as established by the Medical College of Wisconsin and who further maintain such certification as required by statute or the Medical College, the City shall pay a premium wage equal to five percent (5%) of the top Firefighter salary paid during the term of this agreement once the employee is assigned to an active status of participation in rescue work. An employee who voluntarily leaves the Paramedic Program after certification, or is determined to be incompetent, will no longer be entitled to the premium set forth herein. After four (4) years of such active service, the City may reassign a Paramedic without incurring the premium pay subsequent to the reassignment becoming effective.

"ARTICLE IX - CLOTHING ALLOWANCE:

"Section 1. To read as follows:

"The clothing allowance for replacement and maintenance of existing uniforms to all employees shall be \$225.00 for each calendar year payable with the first payroll check due after January 1, 1979.

"Section 2. No change.

"Section 3. No change.

"Section 4. No change.

"ARTICLE XI - VACATIONS:

"Section 1. To read as follows:

"Employees shall be entitled to vacations as follows:

"A. No change.

"B. Three (3) weeks vacation after seven (7) years of service.

"C. Four (4) weeks vacation after fifteen (15) years of service.

"D. Five (5) weeks vacation after twenty-two (22) years of service.

"Section 2. No change except that a minimum of five (5) Association employees shall be entitled to make selection for vacations from each series of dates as customarily and presently designated under the plan throughout the calendar year.

"ARTICLE XX - HOLIDAYS:

"Each employee shall receive 132 hours of off time as and for a holiday allowance based upon recognition of the following holidays:

"New Years Day	Labor Day
Lincoln's Birthday (Federal)	Thanksgiving Day
Washington's Birthday (Federal)	December 24
Good Friday	Christmas Day
Memorial Day	December 31
Independence Day	

"ARTICLE VII - INSURANCE:

"Section 1. Health Insurance.

"A) The City shall continue to provide at its expense health insurance coverages identical to those provided to the employees during the term of this agreement or extension thereof. Coverages shall continue to be on the family plan or single plan basis as may be applicable to the unit employee.

"B) No change.

"C) Delete.

"Section 2. No change.

"Section 3. The City shall provide at one-half (50%) the total premium expense identical standard and major medical health coverages to every employee upon retirement at age 55 or thereafter commencing January 1, 1979, until the earlier of the following:

"A) The eligibility of the employee for Medicare;

"B) The eligibility of the employee for paid equivalent coverages with any subsequent employer.

"ARTICLE XXVIII - LONGEVITY SCHEDULE:

"No change except that all classifications shall be increased by \$1.00 monthly above those designated in the 1978 contract.

"ARTICLE XXI - DIFFERENTIAL PAY:

"Per existing contract language.

"ARTICLE XXV, Section 1. Per existing agreed contract language.

"ARTICLE XXVI, Section 2. Per existing agreement already upheld by W.E.R.C.

"HAZARD DUTY:

"Association drops request."



V. FACTORS TO BE CONSIDERED. Section 111.77 (6) of the Wisconsin Statutes requires the arbitrator to 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 the parties, in the public service or in private employment."

VI. LAWFUL AUTHORITY OF THE EMPLOYER. There are no matters here involving the lawful authority of the City to pay either offer.

VII. STIPULATIONS. Stipulations of the parties have been noted in the listing of the City's Final Offer.

Within the final offers, there is a consonance on the issue of duration, January 1, 1979, to December 31, 1980, and the basic salary schedule and vacation.

VIII. THE INTEREST AND WELFARE OF THE PUBLIC. The Association provided information on the characteristics of the City of Wauwatosa and its Fire Department. The City is 13.07 square miles in size and had 54,416 residents in 1978. The average family income was estimated to be \$19,415 in 1977. It has a large shopping and office complex. There are 11 elementary schools, three junior high schools and two senior high schools. The Milwaukee County Medical Complex and the Medical College of Wisconsin are within the City. Many citizens are elderly and retired.

The Department has eight administrative personnel, nine Captains, 18 Lieutenants, 18 Motor Pump Operators and 52 Firefighters. There is a 56 hour workweek, on a nine day cycle operating out of three fire stations.

Wauwatosa is the second largest of 13 Milwaukee suburban municipalities with paid fire departments. In 1976 its top Firefighter salaries were fifth highest in these municipalities. In 1978 the Firefighter salaries had dropped to eighth in rank.

IX. WAGES - ASSIGNED DRIVER AND TILLERMAN. Both parties are offering a 7% increase across the board for all ranks for 1979, 1980. The Association however is proposing that "any employee who shall be designated as an 'Assigned Driver' or Tillerman shall receive a premium of \$3.00 daily.

An "Assigned Driver" is a Firefighter who is assigned on a daily basis to drive a rescue squad, or a paramedic unit, or a tanker, or a pickup truck, No. 556. The paramedic rig and rescue squads go out most often. Assigned Drivers are supposed to see to it that the equipment is ready to respond. This includes checking tires, lubrication and fuel, batteries, ignition, lighting and radios. The Driver is especially to know streets and the fastest route to the scene of an emergency.

The Association says that this work is essentially what a Motor Pump Operator does for fire engines and trucks. The MPO gets \$4.11 an hour minimum per day.

A Tillerman is the employee who steers the rear of a ladder truck. This takes special skills as the method of driving requires responses opposite to the normal pattern on turns. The driver is exposed to the weather and often has poor visibility.

The City's position is that payment for Assigned Drivers is unique. City Exhibit 12 lists 14 departments in municipalities around Wauwatosa, and none of them have the plan proposed by the Association. Of the ten largest cities in the State, only two offer extra compensation.

Association Exhibit 30 was a list of instructions for MPO's and Assigned Drivers in which MPO's and Assigned Drivers are given essentially the same instructions. The Association says that Assigned Drivers and Tillermen do special duties and that it has been the Department practice to pay for special duty.

Chief Donald E. Bloedorn of the Department says he will continue to assign drivers and acknowledges that rescue squads respond to alarms more frequently than fire apparatus, and also says that there is a knack to handling a tiller. The City argues, however, that even though there are additional duties, they are not equal to those of a MPO, and no significant inequities will result from continuing present practice.

Discussion. The evidence is that on the basis of comparability, premium pay for Assigned Drivers and Tillermen is not supported, and the City's offer more nearly conforms to the statutory guideline of comparability in this respect.

X. WAGES - ACTING PAY.

A. The parties have differences in final offers as to Acting Pay. The City is proposing that any employee assigned to perform the duties of a higher rank will be paid at the daily rate paid to the lowest scale of the new rank but not less than present rate of pay. The Association proposes essentially the same thing except that it proposes that a Captain acting as Assistant Chief shall be paid \$10 more than his current rate.

The City proposes that when an employee serving in an acting capacity serves for reasons of emergency leave, unscheduled hourly vacation or family sick leave, he must serve for 12 hours or more before being paid. The Association proposes that this limit be set at more than four hours. Employees serving above that time would be paid.

The City proposes not to pay employees assigned as team leaders in charge of a rescue squad or paramedic squad. The Association proposes that the team leader be paid on the per diem rate of the lowest Lieutenant pay.

With respect to the matter of Captains, the Assistant Chief starting rate is \$57.86 as compared to the top rate for Captain of \$59.85. Thus under the City proposal the Captain would get \$57.86 when he acts as Chief, but he would get \$69.85 under the Association proposal.

The City furnished an exhibit (City 7) in which it listed six of the surrounding municipalities who pay "actors" at the rate of the new class, two who pay in a dollar amount, one which pays a percentage amount, and five which give no additional pay. Of four municipalities which have minimum hours, only one is as low as four hours, one is at eight, and two at 12 hours minimum.

Among the ten largest cities apart from Wauwatosa, six pay actors at the new class, two in some other way, and one does not pay anything. Two of those municipalities have a minimum time of service for 24 hours and one for 12 hours.

B. The Association's Position. The Association with respect to its position for Captain's dollar pay offers the following argument:

1) The Association does not want to have any part in setting the Assistant Chief's salaries and does not want to tie the salary of the Captain to that salary.

2) The old figure of increase for the Captain was an additional \$7.60. The \$10 figure is therefore reasonable.

3) The other ranks will be taking a drop from the previous acting rate.

4) In taking the position of Assistant Chief, the Captain gives up protection of his Union rights.

5) The issue of four hours is a small detail and not a major issue. It is more than adequate to cover the types of absences.

The Association argues that the four hour minimum proposal for "actors" pay is logical and reasonable because:

1) Emergency leave is limited to two hours, so the City will lose nothing on this account.

2) Family sick leave is seldom taken for a large fraction of the day. A Firefighter on leave either will be back shortly or not at all, so the City has not much different exposure with four hours than 12 hours.

3) If unscheduled vacation leave had been scheduled normally, the actor would have been paid. Taking off on unscheduled hours should not change the fact that the actor should be paid where the unscheduled leave exceeds four hours.

As to the pay for team leader, the Association says that the City is being particularly unreasonable. Lieutenants are in charge of every rig under new policies, and the team leader should be paid when he is required to act as a Lieutenant just as he was under the last agreement. The City proposal to take away this pay is unreasonable. The compensation of this type is likely to be rare under the new policies. The issue is not moot, because team leaders are still required, because when all Lieutenants are on duty, a Firefighter required as a team leader cannot be designated as Acting Lieutenant.

C. The City's Position. The City says that its new method of pay for actors is comparable to other districts. The custom is to pay for the rate of the position in which the employee is acting, and the proposal for a dollar amount for Captain is an aberration from this pattern. Even though the Association says that it does not want to set Assistant Chief's salaries, the fact is that the minimum salary of Assistant Chiefs have been historically higher than the various steps for Captains, and the Captain will assuredly receive a level of compensation which will be fair. Further the record of other municipalities shows that the four hour minimum is rare. Also the desire to have team leaders get the pay of Lieutenant is moot, because Lieutenants will be assigned, and the use of team leader would be infrequent. Ultimately they will be phased out. The City says that the evidence is plain that a Captain acting as Assistant Chief will not get less than his current rate.

D. Discussion. The arbitrator finds that in view of the uncertainty of what an Assistant Chief's pay would be at the time of the hearing, and since at that time it was lower than a top Captain's pay, the Association offer is more reasonable on this point in providing for some upgrading of the pay of Captain acting as Chief. He finds the Association's offer for a four hour minimum in order to get the higher

rate of pay for assignment out of classification as not being comparable, but he finds that the Association offer for some pay for a team leader, even though such assignments will not be frequently made, is reasonable under the principle that greater responsibilities should receive compensation. On the whole then the Association offer is more reasonable.

XI. WAGES - DUTY INJURY PAY.

A. Both the City and the Association are proposing leave and full pay less workmen's compensation for temporary disability not to exceed 365 days, plus some other conditions which can be read in the offers shown earlier in this report. The City, however, has this provision in addition to the Association's offer:

"In no event will such supplemental pay and workmen's compensation benefit, in aggregate exceed the employees normal net 'take home' pay."

The City in Exhibit 5 A stated that the average gross pay per worker in the unit for 1979 was \$688.50. By calculations shown in the exhibit as corrected in the hearing, a married employee with four exemptions would have a net take home pay of \$575.40 biweekly whereas under the Association offer that same employee under temporary disability would be receiving a net of \$684.30, or 18.9% more than when he would be working. Similarly a Firefighter who is single would have a regular take home pay on the average of \$502.30 biweekly, but under the Association offer, if he were on temporary disability, he would be getting \$647.50, or 29% more.

City Ex. 5 B listed the practices in the surrounding municipalities and the nine largest cities other than Wauwatosa with the following results:

TABLE I

NUMBER OF SELECTED MUNICIPALITIES PAYING DUTY INJURY PAY,  
ACCORDING TO A TYPE OF METHOD

Municipalities Surrounding Wauwatosa

Method	Number
Gross Pay Less Workmen's Compensation	2
Gross Pay, Workmen's Compensation Signed Over to Municipality	9
Full Pay, No Workmen's Compensation	1

Nine Largest Cities Other Than Wauwatosa

Gross Pay, Less Workmen's Compensation	2
Gross Pay, Workmen's Compensation Signed Over to Municipality	5
Full Pay, No Workmen's Compensation	2

B. The Association's Position. The Association says that the present language in the agreement is fair and adequate, and the City proposal makes the provision extremely confusing if not totally unworkable. It has not been thought through. The Association asks the meaning of "net take home pay", and notes that it could mean savings bond deductions, overtime pay or acting out of rank pay. The Association also notes that any pay, after the carrier pays workmen's compensation, would be subject to taxation, and thus the employee would be getting less than normal net pay. There has been no abuse, and the City proposal would create nothing but confusion, and serves no useful purpose. Further it is uncharitable to think that a duty injured Firefighter who gets a few dollars more is getting a "windfall".

C. The City's Position. The City contends that the present method of providing duty injury pay gives a windfall to employees and would extend this windfall for the 1979-1980 agreement. The City says that its proposal would result in the employee getting compensation not to exceed normal net pay. Normal net pay is the net pay normally taken home by an employee who is on active status and includes paramedic premium pay, educational incentive, and all other forms of special pay except acting pay.

The City says that the Association is incorrect in assuming that the money paid the employee would have to be taxed so that he would get less than normal net pay. Computations can be made which make it simple to arrive at a rate factor which, when multiplied by the net pay, results in a gross pay amount, from which a flat percentage is taken off, and this results in the same normal net pay.

The City notes that the Police Department employees have in their current contract a duty injury provision identical to the language proposed by the Employer, when formerly they had a provision like the Firefighters. The City says that exact parity between fire and police employees has not been historical in the City, yet both unions have tried to maintain a parity of working conditions. If the present provisions continue, it will create an inequitable result between the uniformed personnel in protective services in the City.

D. Discussion. There are two factors to be considered here; one is whether the proposal of either party is comparable to what exists in the area or comparable communities; and the other is as to what is in the interests and welfare of the public. On the first issue, two municipalities in surrounding municipalities have the current system of compensating duty injury as does Wauwatosa, and presumably there is the possibility of higher pay than normally received. In most other municipalities the employee gets gross pay and signs over his workmen's compensation check to the municipality, and presumably does not get a "windfall".

It can also be argued that it is in the interest of the public in Wauwatosa to reduce its costs in duty injury pay. Further there is the example to be found in the current police agreement and in the argument made for parity. Against this must be weighed the argument raised by the Association as to just what exactly constitutes normal net pay. The argument made by the Association has merit that there could be issues over what constitutes normal net "take home" pay. The components of normal net pay could be the subject of grievances over contract interpretation. In the opinion of the arbitrator the determining condition is the uniqueness of the City proposal in that nothing similar exists like it in other fire departments, and its only existence is in the police agreement. While the

Association proposal follows a pattern which is not general, it is at least more comparable to what other departments are doing, whereas the City proposal is only found existing in the Wauwatosa Police Department. Because of the novelty of the City's proposal, the arbitrator believes that the Association offer to retain what currently exists meets the guidelines of comparability. The arbitrator believes the City's proposal needs testing for its workability through a voluntary agreement.

XII. WAGES - PARAMEDIC PREMIUM.

A. The Employer proposes to pay a premium wage of \$31.00 bi-weekly once an employee is assigned to active duty. The Association is proposing a premium wage equal to 5% of the top Firefighter salary. There are 12 paramedics who are classified as Firefighters with special medical training and certification. Association Ex. 23 A provided some information on the costs of the offers. The information is contained in the following table:

TABLE II

COSTS OF PARAMEDIC OFFERS

<u>Year</u>	<u>Biweekly Pay Top F.F.</u>	<u>Paramedic Premium Biweekly</u>	<u>Difference Biweekly</u>	<u>Annual Difference</u>
1978	618.92	55		
1979				
City Offer	662.25	31		
Assn. Offer (5%)	662.25	33.11	2.11	54.86
1980				
City Offer	708.18	31		
Assn. Offer (5%)	708.18	35.41	4.41	114.66

The Association notes in its exhibit that the \$31 offer of the City is 5% of the 1978 biweekly pay.

City Ex. 3 presented comparative data on paramedic payment. In the surrounding municipalities only Glendale offers a premium. In the ten largest cities, including Wauwatosa, six provide paramedic premium. Two provide a payment based on 5%. Others pay at a fixed dollar rate, one having the same payment in 1979 and in 1978. The Wauwatosa City offer is highest among the ten largest cities. It is lower than the Glendale payment.

B. The Association's Position. The Association notes that the present contract calls for a \$55 premium. It notes that both sides agree that there are disadvantages to being a Paramedic and that advance training is required. The Association disputes the method by which the City has computed the premium. The City has taken an amount which equals 5% of the 1978 top salary, ignoring the changes in top salary for 1979 and 1980. The Association speculates why the City put in the \$31 offer, when it really wanted to concur in the 5% monthly increase. It thinks the City offer was a mistake in calculations. The Association also says that the cost over the life of the agreement for each individual Firefighter would be \$169.52, and only 12 employees would benefit; but considering the cost of living changes, every little bit becomes important. The Association also

points to the fact that through a contractual arrangement Milwaukee County pays the entire salary. The calculations should be accurately done so that loyal employees can receive the benefit of this agreement. The 5% rate places Paramedics below MPOS. They serve not only in Wauwatosa but in Milwaukee because of County funding.

C. The City's Position. The City points to the amount of the proposed premium and says that it is greater than that paid in any of the ten largest Wisconsin cities. Among the surrounding municipalities, only Glendale will pay a monthly amount greater than that offered by the City. This shows that the City's offer fairly compensates the Paramedics for their training, skills and duties. Further the Paramedic pay has been expressed in a dollar amount and not as a fixed percentage of pay. This is consistent with past practice in Wauwatosa and among Wisconsin municipalities. The parties, based on this, agreed in prior negotiations that they would negotiate new premium amounts for inclusion in the next agreement. Based on the evidence of past practice of stating premiums in dollar amounts, the practice has not had an unfair effect on employees and should be maintained. The City objects to the claim that the City is reimbursed for all Paramedic costs. This is an unsupported contention introduced by the Association in its brief, and the City could not cross-examine the evidence.

D. Discussion. In the opinion of the arbitrator there is one principle argument on the side of each party as to which offer should be accepted. The City position is that past practice has shown that municipalities pay Paramedics in fixed dollar amounts, and compared to others, the City offer is high. The Association position is that the principle of 5% should apply, because of the rising cost of living. The arbitrator, taking note of the continued rise in the CPI, believes that the argument of the Association is stronger, and that the proportionate value of Paramedic training and assignment should not decline in relative proportion to the basic wage. Therefore the arbitrator concludes that the Association has the more reasonable offer here. The arbitrator puts no weight on the Association argument that the wages should be set at the higher level, because the County pays for the whole program.

### XIII. WAGES - LONGEVITY.

A. The Association proposal is that there be no change in the language of the 1977-78 contract except that all classifications be increased by \$1.00 monthly above those designated in 1978. Article XXVIII of the 1977-78 contract is as follows:

"ARTICLE XXVIII. Longevity Schedule

"Longevity shall be paid according to the following schedule:

"Five dollars (\$5.00) monthly after five (5) years of service.

"Ten dollars (\$10.00) monthly after ten (10) years of service.



"Fifteen dollars (\$15.00) monthly after fifteen (15) years of service.

"Twenty dollars (\$20.00) monthly after twenty (20) years of service.

"Twenty-five dollars (\$25.00) monthly after twenty five (25) years of service to commence with the first pay period after the anniversary date of the Association member's employment."

The City's proposal is:

"Longevity shall be paid according to the following schedule:

"2.77 dollars biweekly after five (5) years of service.

"5.08 dollars biweekly after ten (10) years of service.

"7.38 dollars biweekly after fifteen (15) years of service.

"9.69 dollars biweekly after twenty (20) years of service.

"12.00 dollars biweekly after twenty-five (25) years of service.

"To commence with the first pay period after the anniversary date of the Association member's employment."

The two proposals are intended to be mathematically equivalent. The City in one of its exhibits says that the way it proposes to make the longevity payments is consistent with pay period practices involving employees of the City of Wauwatosa. Further the adoption of the Employer's proposal eliminates year-end recalculation on longevity payments to unit employees.

The City did not discuss this matter in its brief, and the Association did not present any exhibit on it. In the hearing it was said that the City's method of payment is that which also applied to the police unit.

The issue seems somewhat a matter of indifference to the parties on how the longevity is paid. However, the arbitrator believes that there is merit to the City's method of payment, and it constitutes a more reasonable proposal.

XIV. HOURS - DUTIES.

A. The Association is proposing the following change in Article IV, Section 5:

"On any of the days scheduled as holidays, per Article XX hereof, plus Easter Sunday, duties shall be limited to the past customary practice of morning cleanup, parade appearances, stand by, in-house training, and serving in matters of emergency call; except that the City may require additional duties of unit employees upon payment to such employees of time and one-half for all time so required."

The City proposal changes the previous agreement by adding the phrase "or departmental training functions," otherwise its language is essentially the same as in the previous agreement.

City Ex. 6 B was an exhibit showing that none of the surrounding communities or the ten largest cities paid holiday overtime.

B. The Association's Position. The Association contends that the City proposal on the hours-duty language illustrates how the City frustrates the bargaining process. The paragraph as being proposed by the City was challenged as being permissive in nature prior to the last agreement. The City threatened that the introduction of such an item would again be challenged. Yet the City itself now has submitted a clause which the Association is lawfully prevented from submitting. The Association offer contains language that the City can require additional duties, but added its clause so that the matter was not a permissive subject. The Association says that the proposals are the same and would have read the same, but for the challenge to lawfulness. If anything, the Association proposal is more generous to the City.

The Association says Brookfield, for example, pays Firefighters \$56 for each of ten holidays.

C. The City's Position. The City says that the evidence is that no other municipality pays the kind of premium requested by the Association, and it is unique. Secondly, the Association proposal came in at a late hour, and the idea of such pay therefore must be deemed as not being a serious concern of the members who have advanced no compelling rationale for it.

The City says that its proposal does not indicate an attempt on the part of the City to frustrate the bargaining process. The City says it contested the bargainability of the limitations on assignment of non-essential chores on holidays. The Wisconsin Employment Relations Commission ruled in November, 1977, that the limitation on holiday work was a permissive subject of bargaining. When contract negotiations then continued in 1978, the City in a spirit of compromise acceded to the Association's request to put some limitation language in the agreement on holiday pay.

The City objects to the claim of the Association that Brookfield pays \$56 a day for holidays. The City says that is an attempt to introduce evidence in a brief which does not allow cross examination.

D. Discussion. The arbitrator is of the opinion that the net content of the two proposals on duties during a holiday was about the same, but does not come out that way in the text. The City's offer is more comparable to other agreements in that it does not include any mention of overtime pay for duties other than those specifically enumerated. According to City Ex. 6 B, this is the general practice in the area and among the ten largest cities. The arbitrator therefore holds that the City offer more nearly meets the guideline of comparability.

#### XV. HOLIDAYS.

A. The City is making the following proposal:

"Each employee shall receive 132 hours of off time as and for a holiday allowance. The hours are based upon and are in recognition of the following holidays:

"New Year's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Labor Day
Good Friday	December 24
2 undesignated holidays	December 31"

The Association is proposing:

"Each employee shall receive 132 hours of off time as and for a holiday allowance based upon recognition of the following holidays:

"New Year's Day	Labor Day
Lincoln's Birthday (Federal)	Thanksgiving Day December 24
Washington's Birthday (Federal)	Christmas Day December 31"
Good Friday	
Memorial Day	
Independence Day	

It is to be noted that the City offer contains two floating holidays and a provision that no additional compensation would be received by reason of holiday duty. The Association proposal eliminates the two undesignated holidays and includes Lincoln's and Washington's birthdays. It also does not forbid extra pay on holidays.

Both offers increase holiday pay by 12 hours the time found in the previous agreement. The Chief in testimony said that undesignated holiday hours are prorated for retiring employees.

B. The Association's Position. The Association says that it is proposing to eliminate the two undesignated holidays. This would eliminate confusion with regard to when the two undesignated holidays were payable to an employee who might be forced to retire or terminate at some time late in any calendar year. The holiday hours are taken in conjunction with vacation hours, and selections on vacations must be made in November preceding the year in which they will be taken.

The Association also says that its proposal would clarify what days are intended to be covered under Section 5 of the Hours-Duties article of the existing contract. That provision states that a change of duties will be employed on holidays designated in the Holidays article, but under the City's language, no one knows for certain when those duties should change for undesignated holidays. The term "Federal" was chosen in order to have those days coincide with holidays for Federal employees.

The Association notes that fire stations have to be open on holidays. If holidays are not designated, an employee scheduled to retire on December 1 of the following year would not know whether or not he is entitled to take hourly credits for the holidays he worked all year in making his vacation selections or whether they are lost, because he was not at work during the last 15 days of the year due to his retirement.

C. The City's Position. The City notes that all other Wauwatosa employees receive holidays which are the traditional holidays and two holidays called undesignated or floating holidays. The proposal to observe the President's birthdays is inconsistent with current and past practice.

The City says that the proposal for the holidays on the Presidents' birthdays was never presented to the Employer during negotiation, mediation, or investigation of impasse states. Thus there never was any meaningful negotiation over the proposal, nor any joint inquiry into the confusion that the Association claims exists. The City says that the claim of confusion is clearly a sham on the part of the Association and is really a last minute attempt to get two more days on which employees would receive special pay for performing tasks, as demanded in the offer on Hours-Duties.

The City objects to a contention in the Association brief that the City made believe that it did not agree that the hours for holidays requested by the Association were not comparable to other communities. The City says there is no evidence to support this.

D. Discussion. There is one principal argument for the Association and two principal arguments for the City on this issue. The Association says that with undesignated holidays an employee would not know what time he might be entitled to if he retired late in a year. The City says that all other City employees have two floating holidays, and that further the Association did not bring up this issue in negotiations but put it in to get two more days on which employees might get overtime on a designated holiday. The arbitrator is of the opinion that the fact that the matter was not considered in previous negotiation is a serious defect in the Association's position. The City position of maintaining the present condition because of comparability within City bargaining units, is also reasonable in light of the fact that unused hours of floating holidays are prorated for employees who retire before the end of the year. The position of the City therefore is supported here.

XVI. VACATION.

A. Both parties are proposing to change Section 1 of Article XI, Vacation, by granting three weeks of vacation after seven years, four weeks after 15 years and five weeks after 22 years. The City is proposing to maintain Section 2 of the 1977-78 contract in that it provides that a minimum of four employees may be off on vacation at any one time. The Association wants this minimum to be changed to five employees.

The article which the City proposes to retain is as follows:

"Section 2. The Chief shall have a vacation schedule and notice of proposed crew changes available for employees on or before November 1st of each preceding year in order that vacations for the following year may be chosen by employees prior to December 31st. The manner of vacation selections and rotation of choices for all personnel shall be continued to be made in conformity with the 13 day cycle - 3 succeeding duty days-one choice selection, rotation system - presently in effect except that Association members shall be entitled to preference of selections strictly by seniority and regardless of rank. A minimum of four (4) Association employees shall be entitled to make selection for vacation from each series of dates as customarily and presently designated under the plan throughout the calendar year. Said minimum may be exceeded at the discretion of the Chief of the Department when such is necessary because vacation and/or holiday rescheduling is required due to the illness/job injury provision of this section. Vacation choices shall be scheduled and available from the first full cycle day of the contract year to and including any cycle commencing prior to the January crew change date for the following year. No vacation selection of any full 13 day cycle, any part of which extends past the crew change date, can be made unless it can be done without additional salary cost to the City. The liability for trades repayment and assurance of no overtime costs to the City shall be as set forth in Article IV, Section 8. At the selection and upon the approval of the Chief, no additional vacation selection may be offered to the personnel of the Department unless such be done similarly on the basis of straight seniority and without regard to rank. Any employee hospitalized for any reason or injured by reason of a job related disability shall be permitted to reschedule his proposed vacation during any other vacation choice not previously selected by a co-employee and, therefore still available per the above rules."

City Ex. 4 shows that of the 14 municipalities surrounding Wauwatosa and with paid Fire Departments, five have management control of the number off, and none have four picks per day. Of the ten largest cities with Wauwatosa excluded, two have management control, one allows 7 off, one 5 off, two 4 off, and two 3 employees off. Milwaukee allows 11% of the force to be off.

City Ex. 13 was Bulletin #598 of the Fire Department, and an announcement of 1979 personnel assignment and vacations selection. Vacation selections consisted of a combination of authorized vacation and holiday grants as determined by the contract in force and any unallocated balance from 1978. Selections were to be made by seniority, and each employee would make a choice of one series of days. When the first choices were made, other choices were made in sequence until no employee on a crew had more than 72 hours of combined vacation and holiday time remaining.

After that, one day periods were selected until no one had more than 24 hours left, which could be carried over into the next year. Employees could trade vacations. The exhibit lists dates available for each of the three crews, and it listed the seniority of each of 32 men on each crew, together with vacation hours available.

Chief Donald E. Bloedorn said that the picks for 1979 had already been assigned, and no more than four were allowed to be off on one day. In the past however there have been about 15 days on which five employees were allowed off. The Chief has this discretion, such as accommodating an employee who had been off on injury. The Chief says he needs a minimum of 27 men per shift. If he has only 26 or 25 men on duty, he is short on his rescue squad, and if he has only 24 men, he will have only two men in one engine company. He says it is his experience that the youngest men have summer vacations, because the older men pick the winter period for vacations. Guaranteeing a five man pick would cause him to lose an additional man on many days. Until recently the City had a rule that the Department would have to call someone back if the personnel on one crew dropped below 27 men. Now the City has allowed the Chief to go as low as 24 men. The Chief says that the granting of additional holidays is going to cause him trouble in getting enough manpower to staff the crew. He has therefore been standing firm on the four man limit for a pick.

B. The Association's Position. The Association notes that a major hurdle was overcome between the parties when the City agreed to bring the Department up to the vacation standards of other departments. However, due to this increase in vacation time, it seemed reasonable to the Association to increase the number of people eligible to choose a vacation at a given time. The Association notes that the City has changed the 27 man minimum requirement to 24 men although the daily crew schedule is still at 32. If the City believes it can operate efficiently with 24 men, there is little valid argument that an additional employee should not be permitted to utilize a vacation slot. The Association says that there are 1200 additional holiday hours which will have to be selected. This means that 50 additional days will have to be divided among three crews. Also some other employees are getting three weeks whereas formerly they got two weeks. Additional holiday selection is needed for the effective and beneficial administration of holidays and to provide some opportunity for some employees to have time other than the middle of January or February.

The Association says that if the City were actually allowing 12% of the work force off, then 11.64 employees should have the right to pick. The Association says that there is no known occasion when the City ever called someone back to duty until the minimum got below 24 employees.

C. The City's Position. The City says that the evidence is clear that four minimum picks has not prevented the less senior employees from scheduling vacations at various times of the year, including summer months. There is no evidence that the system worked to the disadvantage of any employee. The fact that there are increased vacation entitlements was not shown to mandate an increase in the number of vacation picks, and further employees have the benefit of liberal duty trade provisions used in conjunction with vacation picks. The nine day cycle with four days off provides Firefighters with an extended vacation period when they combine this with duty trades.

As to comparability, only one of the ten largest cities around Wauwatosa permits a number of picks which is in excess of the present limit. Further while Milwaukee allows 11% of its force to be off, under the present arrangement in Wauwatosa, 12+% of the force can be off.

As to the directive to the Chief that he need not call back employees until the minimum on duty drops to 24, this does not mean that the level of 24 employees on duty is operationally acceptable or that the call back procedures are not to be used. The Chief has the responsibility of insuring adequate response, and he clearly stated that when the level falls below 27, he has two men on a piece of equipment instead of three. Two men on each piece of equipment does not insure sufficient, optimum or effective fire and emergency response under certain circumstances. The reduction is therefore not warranted.

The City objects to the claim by the Association that the City never called back any Firefighters until the level of the force dropped below 24. There is no evidence to support this contention.

D. Discussion. With respect to the issue of whether there should be a minimum of four picks or five picks, it should be noted that the full daily complement is 32. The testimony indicates that at the level of 27 a minimum staffing on all equipment occurs. Below that the rescue squads become short one person, and at 24 one or more engine companies are short one person. Without the additional problems of off duty injury or emergencies, arithmetically the Department could function with five picks. However, this would put possible pressure on the Chief for staffing to accommodate other kinds of off-duty conditions.

The arbitrator believes that the arguments of the Chief for staffing outweighs the evidence of the Association on possible hardship and holds that on the basis of comparability, the City offer more nearly meets the condition of reasonableness in staffing in the interests of the public.

#### XVII. CLOTHING ALLOWANCE.

##### A. The City's proposal is as follows:

"Section 1. All uniforms and equipment of the employees worn out or damaged in the line of duty shall be replaced at the cost of the City, subject to approval of the necessity for such replacement by the Chief or his authorized representative. Each employee will be limited to a maximum replacement cost of \$200.00 per calendar year.

"Section 2. The City shall assume the expense of any subsequent required change in color or style of the dress, wash, or firefighting uniform.

"Section 3. Employees shall be permitted to report to duty at the respective stations in existing department work uniforms.

"Section 4. In addition to section (1) above, new employees will be required to purchase the initial uniforms and equipment and will be reimbursed \$200.00 at the end of the initial probationary period."

The Association's proposal:

"Section 1. The clothing allowance for replacement and maintenance of existing uniforms to all employees shall be \$225.00 for each calendar year payable with the first payroll check due after January 1, 1979.

"Section 2. The City shall assume the expense of any subsequent required changes in color or style of the dress, wash, or firefighting uniform." (No change.)

"Section 3. All clothing and equipment of the employees damaged in the line of duty shall be replaced at the cost of the City, subject to approval of the necessity for such replacement by the Chief or his authorized representative." (No change.)

"Section 4. Employees shall be permitted to report to duty at the respective stations in existing department work uniforms." (No change.)

City Ex. 9 was a calculation prepared by the City to show that when it purchased the uniforms, it would in effect more than double the purchasing power of the clothing allowance. The exhibit as corrected is given herewith:

TABLE III

UNIFORM ALLOWANCE  
ANALYSIS OF IMPACT

	<u>Present</u>	<u>Association</u>	<u>City</u>
	150 x 97 = 14,550.00	225 x 97 = 21,825.00	200 x 97 = 19,400.00
WRF .232	<u>3,375.60</u>	<u>5,063.40</u>	<u>          </u>
	17,925.60	26,888.40	19,400.00
	150.00	225.00	200.00
Emp. Tax	<u>45.00</u>	<u>67.50</u>	<u>-0-</u>
	105.00	157.50	200.00
Sales Tax	<u>4.20</u>	<u>6.30</u>	<u>-0-</u>
Purchasing Power	100.80	151.20	200.00
Increase		50%	98.4%



According to Ronald P. Daveley, manager of the information systems for the City, the uniform allowance is considered part of total compensation, and there is a formula for standard deduction from the total payroll which produced the estimate of 30% as the employee's tax as shown above.

City Ex. 10 showed that in 14 surrounding municipalities only one, Milwaukee County, pays more than \$250, and two pay \$200. These are paid in cash. One municipality pays \$50 in cash and \$150 in voucher. Three pay fully in voucher. Of the ten largest cities, with Wauwatosa excluded, only West Allis pays more. Seven pay in cash, one in a combination of cash and voucher, and one as a voucher payment.

Association Ex. 24 listed the clothing expense of a Firefighter. The expense for dress clothes came to \$225.45. "Turn-out" gear came to \$402.10, making a total of \$627.55.

A provision similar to the City's proposal to the Association exists in the 1979-80 agreement between the City and the Wauwatosa Professional Policemen's Non-Supervisory Bargaining unit. Article XI, Section 1, provides that "All uniform and equipment of the employee worn in the line of duty shall be replaced and maintained at the cost of the City on a cash draw system.....Each employee will be limited to a maximum cash draw of \$255.00 for uniform and equipment maintenance which expense need not be verified, and said maintenance payment shall be made during the last half of November. The employee shall have the option of applying the full maximum cash draw to uniform and equipment replacement....."

Plain clothesmen get the payment of \$255 in cash. The \$55 is to cover dry cleaning.

B. The Association's Position. The Association notes that its only request in the article on clothing allowance is for an increase from \$150 to \$225. The amount of \$225 was in the last policemen's contract, and the Association is seeking equality in that regard. The allowance is used to cover the cost of maintaining and washing uniforms and bed linens. To take away the clothing allowance is in effect to reduce the salary. The present state has existed since 1972. The City's offer is one which would make no provision for repaying Firefighters who have paid for uniform replacements in expectation that they would be reimbursed in 1979. They would have no way of recouping that. Section IV of the agreement requires that a new employee pay for the initial uniform and equipment, but there is no guarantee that he will be reimbursed for it until the end of his one year probationary period, when he will receive only \$200. The present costs are above \$600 for initial equipment, and the Firefighter would not be able to recoup this amount until about 2-1/2 years later. Then it does not provide for expenses in laundering. In the 1978 list of benefits for clothing, Wauwatosa at \$150 was near the bottom. Further turn-out gear is provided by every municipality except Wauwatosa, and this is a large item.

The dollar difference between the Association offer and the City proposal comes to only \$25. Under the present system, the employee has the latitude of selecting those clothes he deems most necessary in the use of his own discretion. Under the City's proposal the replacement can occur only if the Chief authorizes it, and this may mean that the clothing may become ill fitting or shoddy, if there is an attempt to save in the budget.

The Association also says that the \$200 limitation of the City is unreasonable in that it includes replacement of all uniforms or other equipment damaged in the line of duty. Firefighters and Paramedics both may suffer heavy wear or soiling. Once the \$200 allowance is used up, the employee must spend his own money for equipment to be able to get back to work. Similarly no provision is made for the probationary employee who is not retained. He would have spent \$600 for equipment and would get nothing back if he was not accepted by the Department. If he were retained, he would never get the \$400 more he laid out for his initial equipment costs of \$600 and would have his additional expense of replacement and repair and cleaning. The change is sudden in the City's proposal and is not well thought out.

C. The City's Position. The City says its proposal essentially doubles the purchasing power of the allowance by increasing the dollar amount and removing the clothing replacement from a system that subjects the allowance to the deduction of federal and state taxes. The Employer's proposal, though not identical with the one agreed to by the Police unit, is consistent with a general approach that clothing allowances should be administered on a voucher basis. The additional compensation in the form of cash payments allowed to the Police is offset by the needs they have to have their clothes systematically dry-cleaned. Such costs are not normally incurred by Firefighters who can have their clothing cleaned at home or at the station. The Association made no record to establish a need for cash payment for dry cleaning.

Noting that the cash payment of \$225 has less purchasing power than the City's offer, the City says that the Association failed to show that the \$200 limit is not enough to cover the costs of damaged items and items that would be replaced through normal wear and tear.

The City calls attention to the fact that it offers to pay \$200 to new employees at the end of the first year, and at the same time they can obtain the benefit of the voucher system during this first year. The City says that these two benefits of \$200 and access to the voucher system presents a better condition for the new employee than the Association offer.

D. Discussion. In considering the two offers, it should be noted first that the City's offer based on its calculations of cost (Table III) would be a savings of \$7,488.40. Since it would also control generally the matter of replacement, the savings could be more. From the point of view of the interests of the public, this is a point in the City's favor. However, the arbitrator takes notice that disputes and grievances over denial of clothing offers could arise, and the cost in time and effort in the settling of which might reduce the City's benefit.

The fact that the City will save does not mean necessarily, however, that the employee will get \$200 in clothing allowance under the City's plan. The requests for allowance have to pass the scrutiny of the Chief. It is possible that the employee also would not qualify for the sum of \$151.20 which the City calculates would be his net benefit under the Association proposal. Further, the Association says that the clothing allowance also goes for laundering, cleaning and repairing. The first two items would then be borne solely by the employee. What the costs of this would be were not shown by any evidence. The arbitrator, however, concludes that the Association contention is right when it says that the City's proposal could result in a net reduction in pay.

As for the beginning Firefighter, it is conceivable that he would be better off under the City's proposal than under the Association's proposal if he has a \$200 payment. If the reimbursement made at the end of the first year is taxable, the beginning employee might receive less than under the Association proposal. If he has a good deal of wear and tear on his clothing, he could get more.

As to comparability, there are three groups to be compared here: the surrounding municipalities, the large cities, and the Police unit. In this respect, the Association offer is more comparable to the municipalities than the City's. The arbitrator believes that in this comparability of current practice, the Association more nearly meets the statutory guidelines. This fact coupled with the possibility that the change in the practice is likely to result in a loss in an employee's total compensation, induces the arbitrator to hold that the Association offer is the more reasonable. It should be further noted that there is a likelihood that experience on the wear and tear of clothing and equipment for Policemen and Firefighters can be considerably different, and this reduces the value of using the current condition in the Police agreement as a standard of comparison.

XVIII. HEALTH INSURANCE - EMPLOYER PAYMENT.

A. The City is proposing to have the following inserted in Article VIII, INSURANCE, Section 1, Health Insurance, A. Premiums:

"A.

"1. The City shall pay up to \$115.00 monthly toward the family plan premium.

"2. The City shall pay up to \$46.00 monthly toward the single plan premium.

"3. Unit employees will not be liable for any increases during 1979 or 1980.

The Association makes the following proposal:

"A. The City shall continue to provide at its expense health insurance coverages identical to those provided to the employees during the term of this agreement or extension thereof. Coverages shall continue to be on the family plan or single plan basis as may be applicable to the unit employee."

The previous agreement contained the following:

"A. Premiums.

"1. The City shall pay up to \$105.00 monthly toward the family plan premium.

"2. The City shall pay up to \$42.00 monthly toward the single plan premium.

"3. Unit employees will not be liable for any increases in these premium amounts during 1977 or 1978."

"B. Additional Fringe coverage may be selected by Association members and added to the basic policy if such be permissible by the insurance carrier provided that such additional fringe coverage shall be at the sole expense of the member desiring same.

"C. The health insurance coverage in effect for 1976 shall not be altered or reduced in any manner during the term of this agreement."

City Ex. 1 was a copy of a letter from the Wisconsin Life Insurance Company to the City stating that the rate for single coverage would be \$46.00 effective January 1, 1979, and \$115.00 for active employees in family coverage.

City Ex. 2 showed that of 13 surrounding municipalities, six had statements in their agreements for the employer to pay in full, four pay 100% minus an amount around \$3 to \$4.74 for family coverage, and three municipalities state their payments in dollar amounts. Of the ten largest cities with Wauwatosa excluded, three state they will pay in full, five state their payments in dollar amounts and one provides percentage coverage. Association Ex. 18 was a tabulation of the increase in semi-private room rates in Wisconsin hospitals from 1974 to 1979.

B. The Association's Position. The Association says that the issue of health insurance for current employees and for retirees is the most significant of the issues to the Association in this proceeding. It notes that the City funds its own insurance program but has the claims processed and administered by an outside agency. Currently the City pays a determined premium in full for all current employees, which it has done for years. The difference between the parties is in the contract language. The Association wants to use the term fully paid whereas the City wants to state the amount of benefits in dollars. The Association notes that the City language is such that after 1980, if there is no new agreement immediately, the City's obligation is ended, whereas in the language of the Association offer, the coverage by the City would continue.

The Association notes that in the actual language of its offer, the City is eliminating the offer for the employee to add coverage at his own expense, and if the City stipulates that it is maintaining this provision, then the Association would accept that.

The Association notes that the present language has a provision which states that the coverages will not be altered or reduced in any manner during the term of the agreement, and the City's offer also eliminates this provision, whereas the language of the Association retains the provision.

The Association contends that using a dollar amount for insurance in the contract makes a reopening of the contract mandatory even if there were no other benefits, because one does not know what the premiums would actually be since the new premium amounts are seldom available at the time the existing contract ends.

Under the City's proposal, in which the City's obligation would come to an end at the end of December, 1980, the employee would be put at a decided disadvantage having to pick up the coverage himself while at the same time not getting the benefit of any new wage increase while inflation continues. The Association proposal to continue coverage during the extension of the existing contract would overcome this. The Association in a brief provided photocopies of checks paid to an employee in 1976 in which he paid for hospital insurance while a contract was in negotiation. The employees therefore have reason to fear the inclusion of a dollar amount in the agreement for health insurance instead of the term "fully paid".

The Association says that in seeking to use the concept of fully paid insurance, it is merely going back to what had existed earlier.

C. The City's Position. The City says that its offer on health insurance for the single and family plan coverages during the terms of the agreement protects the employees against any cost increase. The City has a specific agreement between itself and the carrier, and further the City in its offer has specifically said that its employees will not be liable for any increases during 1979 and 1980.

The City further holds that its statement of a dollar amount for the premium is consistent with a past practice between the City and the Association, and between the City and employees in other bargaining units. In the absence of any showing on the part of the Association that the dollar amounts were disadvantageous, they should not get the past practice, voluntarily adopted, reversed in arbitration.

The City notes that the employees have not lost their right of getting added coverage at their own expense, nor does the City's language in the offer indicate that the City's obligation on health insurance comes to an end. The record shows that Article XXXV (Term of Agreement and Negotiations) calls for the extension of the old agreement until a new agreement is executed. Further the City carried the cost of health insurance increases in 1977 while the agreement was still being negotiated. This was also true in 1979 when the costs of the increase were again born by the City while the 1979-1980 agreement is still being negotiated.

The City argues that the use of a dollar amount in the agreement for health insurance premium payments is not unique but representative of the practice in the area. Its exhibits show that in three of the surrounding municipalities and in six of the ten largest Wisconsin cities, the use of dollar amounts for premiums appears in the contracts. Also some of the municipalities pay less than 100% of the monthly cost for family coverage.

The City objects to an Association introduction in a brief of checks claiming that this was typical of employees being assessed for insurance. The City holds that this is an improper method of trying to introduce evidence which is not subject to cross examination.

D. Discussion. In this matter, the essential idea is whether the agreement should contain language that the City should provide health insurance at its expense, or whether it shall contain a statement that it will pay up to a stated dollar amount. It is likely that the City with its dollar amount statement will be paying the full cost both in 1979 and continue to pay beyond 1980 either its 1980 amount or a full amount if increased. The matter comes to what proposal is the most reasonable and comparable. Against the fact that most of the largest cities on the list of comparables use specific dollar amounts, stands the fact that most of the surrounding municipalities offer to pay the full amount. Also there is past practice and prevailing practice inside of the City government. The arbitrator believes that the City position more nearly meets the guideline of comparability. Although it fails to state specifically what will happen after 1980, and this seems to be a defect if the intention is to keep full coverage, yet its recent past practice showed that it did keep up payments for a time. On the balance the arbitrator finds then that the language of the City proposal for full coverage specifically described is the more comparable position.

#### XIX. HEALTH INSURANCE - RETIREES.

A. The City proposes to include the following proposal in Article VIII, Section 3, Health Insurances - Retirees:

##### "Section 3. Health Insurance - Retirees

"A. Present retirees - The City shall continue to permit retired firemen to avail themselves of identical standard and major medical coverages offered the regular Association employees and to be within the same groups, until such time as said retired employee can qualify for Medicare, such coverages to be solely at the expense of the retired fireman desiring to avail himself thereof. All premiums due from said retired firemen are to be paid directly to and collected by the City of Wauwatosa on or before the premium due date.

"B. New retirees - (January 1, 1979 or later). Employees who retire at their regular, normal retirement date of fifty-five years of age or any City approved extension thereof will be entitled to partial health insurance premium payments in accordance with the following formula:

$$\frac{\text{Hours of unused sick leave at retirement} \times 2}{84} = \text{monthly employer contribution.}$$

"C. Employees who can qualify for Federal Medicare benefits are not eligible for premium payment.

"D. Employees who are employed or whose spouse is employed where the employee is eligible for coverage in a group health insurance plan to which the employer makes contributions will not be eligible for premium payment.

"E. No payments will be made beyond the sixty-second birthday of the employee.

"F. Employees who desire to receive this benefit will be required to show proof of his qualification under paragraph (D) of this section by use of his income tax returns or sworn affidavits available in the Personnel Office of the City of Wauwatosa."

The Association offer is as follows:

"Section 3. The City shall provide at one-half (50%) the total premium expense identical standard and major medical health coverages to every employee upon retirement at age 55 or thereafter commencing January 1, 1979, until the earlier of the following:

"A. The eligibility of the employee for Medicare.

"B. The eligibility of the employee for paid equivalent coverages with any subsequent employer."

The section being replaced from the 1977-78 agreement is as follows:

"The City shall continue to permit retired firemen to avail themselves of identical standard and major medical coverages offered the regular Association employees, and to be within the same groups, until such time as said retired employee may qualify for Medicare, such coverages to be solely at the expense of the retired fireman desiring to avail himself thereof. All premiums due from said retired firemen are to be paid directly to and collected by the City of Wauwatosa on or before the premium due date."

City Ex. 11 was a listing of the various Retiree Health Plans of 13 surrounding municipalities; one had a 100% health payment plan for retirees, four had 50% plans and eight had no plan. Of the nine largest cities outside of Wauwatosa, three had a full 100% plan, one had a 100% health insurance payment plan for a maximum of five years, one had a plan of 100% payment for the single plan, and 25% for dependents from 60-65, one had a dollar amount payment, one had an "S/L" plan in which sick leave funds could be used for insurance, and two had no plan.

Assn. Ex. 14 listed seven metropolitan fire departments with health insurance plans, one of which, Greenfield, was not listed in the City exhibits. Association Ex. 15 listed eight larger communities in the State with health insurance at retirement or sick leave pay. One of these, La Crosse, was not in the City's exhibits. Association Ex. 16 and 17 listed six Milwaukee area corporations, five of them larger employers, who provide health insurance for retirees.

The nature of the City's proposal was described in testimony. The City's formula is an effort by the City to cap its liability at \$44 a month which was a cap set by internal discussion in the City government. It drives the divisor 84 from the total of months between retirement at 55 and 62 years. The figure 2 is used as a multiplier times the hours of unused sick leave at retirement to determine the dividend. The City acknowledges that formulas could be derived to achieve lesser or greater results. The use of the year 62 is based on the assumption that an individual can take an early retirement to qualify for Medicare. If any spouse works and is eligible for health insurance, the retiree is not eligible. The testimony indicates that only two or three employees are currently eligible for retirement, and the City liability would be about \$132 per month maximum for the next year, but the City is looking 15 years ahead.

B. The Association's Position. The Association notes that the matter of the City paying toward the health insurance for retirees was an item brought up by the Association for many years but also discarded in order to get an agreement. In this case, the City ignored this item until a mediator came into the negotiations. The item is a generally accepted fringe benefit.

The Association notes that Firefighting personnel must retire at 55 under the law, unless the Employer chooses to extend service beyond 55. Firefighting skills have limited transferability, but if a retiree is hired by another employer with health benefits, the Association proposal does not require the City to pay. The City's limit of exposure would be until the employee is 65 when he would become eligible for Medicare.

In contrast the City proposal covers the employee only up to 62, without coverage thereafter, and Medicare does not cover the period between 62 and 65 unless the employee is totally disabled.

The Association also objects to the City proposal that eliminates coverage when a spouse works, because it does not indicate what kind of coverage the spouse may be eligible for, nor how much the employer pays toward this. Even if an employee had reached the maximum of unused sick leave, he could readily lose everything if his wife worked, and if she retired, he would lose it all, an unreasonable proposition.

The Association says that the City proposal is inconsistent in that it permits previous retirees to pay for their own health coverage until they are able to qualify for Medicare, but with new retirees, they will have limited rights, no coverage after 62, and no opportunity to pay for coverage until 65 at their own expense.



The Association says that although it knows that most of industry and many fire departments paid full health insurance for retirees, it made a decision to seek only 50% coverage to provide assurances to retirees and help them stay in line with the cost of living, especially in health costs. The Association objects to tying the fringe benefit to unused sick leave. The health insurance formula for retirees should not be tied to any other fringe benefits.

The Association says that it is difficult to comment on whether there is any logical reason to the formula. The use of the factor 2 is simply to bring the payment into the area of \$40 a month. The Association also notes that when a similar kind of offer was made to the Wauwatosa Police, it came as an unexpected gift, and the Police accepted it rather than settle without it, but here the formula was different and certain long periods of sickness were excluded.

The Association says that the exhibits show that many departments not only pay 100% of the retirees health premium but also provide for payment or a reward for saving sick leave. The City proposal would tend to wipe out any future request for an additional fringe benefit for unused sick leave. The City's response to the Association request for health insurance for retirees is ill conceived and does not answer the needs. The Association formula on the other hand is a common one used by most other communities and has some tendency to keep up with inflation.

C. The City's Position. The City says that its proposal is comparable to what the surrounding municipalities do where only five of the 13 communities provide payment for any portion of health insurance premium for retirees. Although the Association in previous negotiations asked for this benefit, it abandoned the proposal. The bargaining history is that assumption by the City of any portion of health insurance was not consistent with the practice of the majority of the communities surrounding Wauwatosa. Now the agreement by the City to accept any portion is a significant step. Further the proposal by the City is almost identical with that accepted by the Police Department for 1979-1980. Implementing the Employer's offer will serve to enhance favorable intro-city usage and comparability of fringe benefits. Although the Association complained of hardships for retirees, it was not able to cite a single case where a retiree discussed such a problem with an Association representative.

The City also says that if health insurance for retirees is such a necessity, why did the Association in its own proposal exclude those who had retired before January 1, 1979? The City asserts that Firefighters, as is commonly known, are not typically dependent on a municipal Employer for their sole source of income. The prevailing practice is to secure significantly gainful secondary employment also; and when they retire, this becomes their primary employment. They do not invariably go on unemployment once they are retired.

The City rejects the Association's exhibit of private employers who pay health insurance as grossly inaccurate and incomplete.

D. Discussion. Since the parties have agreed to have some kind of payment to retirees for health insurance, the question resolves itself as to what type of payment is most comparable to what is being done in comparable municipalities. The arbitrator notes from the exhibits that the general type of payment is some kind of percentage, say 50% or 100%. The City proposal would come to \$44 at the maximum while the Association formula would come to \$57.50, or one half the premium for a family, as an example. The immediate exposure of the City might not vary much as far as payment, although it would be exposed to absorbing the ultimate costs of people who are getting older and therefore more likely to experience illness. Also the total exposure of the City would not likely be different under either plan. The City formula does not seem to be based on any kind of commonly used pattern, but rather seems to be an interesting use of unused sick leave and of months between 55 and 62 together with an arbitrarily selected multiplier to achieve a dollar result determined beforehand. The fact that a formula of a similar type appears in the current Wauwatosa Police contract does not outweigh the fact that the figure of 50% selected by the Association is more comparable to what is the current practice. On the basis therefore of comparability of practice with the municipalities which provide insurance for retirees, the type of the Association offer seems more comparable to the guidelines of comparability.

XX. OTHER FACTORS. The matters of changes in the cost of living, particularly during the pendency of these proceedings, and total compensation are not sufficiently involved to be treated apart from the specific items of issue, and there they have been discussed as appropriate to the issue.

XXI. SUMMARY. The following is a summary of the findings and conclusions of the arbitrator on the individual issues and the final offers:

1. Wages - Assigned Drivers and Tillermen. The City's offer more nearly conforms to the guideline of comparability.

2. Wages - Acting Pay. The Association's offer on the whole is the more reasonable offer balancing its requests for acting pay for Captains and team leaders against its request for acting pay after more than four hours.

3. Wages - Duty Injury Pay. The Association offer more nearly meets the guidelines of comparable conditions, because of the novelty of the City proposal which exists in only one unit in its own district.

4. Wages - Paramedic Premium. The Association position of a 5% premium for Paramedics in 1979 and in 1980 seems more reasonable in order to compensate the duty under the rising price index.

5. Wages - Longevity. The City's proposal more nearly meets the conditions of comparability in pay method within the City's own operation.

6. Hours - Duties. The City's offer more nearly meets the guideline of comparability with conditions in other agreements in comparable communities.

7. Holidays. The City's position for continuing undesignated holidays is the more reasonable position in light of the internal comparability within City bargaining units.

8. Vacation. The City's position on vacation picks is the more reasonable one and comparable to practices in comparable municipalities.

9. Clothing Allowance. The Association offer more nearly meets the comparable conditions existing in comparable municipalities.

10. Health Insurance - Employer Payment. The language of the City's offer is more comparable to what exists in comparable municipalities.

11. Health Insurance - Retirees. The type of the Association offer more nearly meets the guidelines of comparability with municipalities where health insurance is afforded.

12. A summary of these individual items shows that on the issues of Assigned Drivers, Longevity, Hours-Duties, Holidays, Vacation, and Insurance - Employer's Payment, the City offer has been judged more reasonable or comparable; and on the issues of Acting Pay, Duty Injury Pay, Paramedic Pay, Clothing Allowance and Insurance - Retirees, the Association offer has been judged more reasonable or comparable.

Of this list, four qualities appear about the issues:

a) Those in which the offers are not significantly different in result and therefore are not as weighty as other issues, e.g. Longevity, Insurance - Employer's Payment, Holidays,

b) Those which if they were granted to one party might produce operational problems for the other, e.g. Association's offer on Vacation Pick,

c) Those in which there is a relatively novel or unusual feature, e.g. the Association's offers on Hours - Duties and on Assigned Drivers; the City's offers on Clothing Allowance, Insurance - Retirees, and Duty Injury Pay,

d) Those which tend to reduce the total compensation of the employees, e.g. the City's offer on Duty Injury Pay, Paramedic Pay, Clothing Allowance, and Acting Pay.

It is not within the power of the arbitrator to make individual issue awards on the basis of which the facts and evidence would indicate best meet the guidelines, and therefore this arbitrator is of the opinion that in making an award on the total offers, all the merits will not rest with one party. The arbitrator believes that the weightiest matters here are those relating to Duty - Injury Pay, Paramedic Pay, Assigned Drivers Pay, Insurance for Retirees, Hours - Duties, Vacation Pick, and Clothing Allowance. Of these seven issues the Association offer is the more

reasonable or comparable on four. Of these seven issues in turn, the arbitrator considers as the most significant and weighty the issue of insurance for retirees. On this issue the Association offer is the more comparable to the guidelines. On the whole, in the two offers of the parties that tend to balance each other out, the greater degree of comparability and reasonableness rests with the Association offer.

AWARD. The Agreement between the Wauwatosa Firemen's Protective Association, Local 1932, IAOF, and the City of Wauwatosa for 1979-1980 should contain the offer of the Local.

*Frank P. Zudler*  
*arbitrator*  
*August 11, 1979*