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WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

In the Matter of the Petition of  
KENOSHA PROFESSIONAL FIRE FIGHTERS UNION,  
LOCAL 414, INTERNATIONAL ASSOCIATION OF  
FIRE FIGHTERS, AFL-CIO  
For Final and Binding Arbitration Involving  
Fire Fighting Personnel in the Employ of  
CITY OF KENOSHA

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WERC Case LXV  
No. 25388, MIA-452  
Decision No. 17573-A  
ARBITRATION AWARD  
Arbitrator: James L. Stern

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INTRODUCTION

On November 28, 1979, Kenosha Professional Fire Fighters Union, Local 414, IAFF, hereinafter called the Union, filed a petition for arbitration pursuant to Section 111.77(3) of the Wisconsin statutes in order to resolve its dispute with the City of Kenosha, hereinafter called the City. The matter was investigated by Commissioner Herman Torosian on December 11, 1979 and, on his advice on January 23, 1980, the WERC found that an impasse existed and certified the matter to final and binding arbitration under Form 2 which requires the arbitrator to select one of the final offer's of the parties. The City and the Union selected an arbitrator from a panel furnished to them by the WERC and the WERC, in an order dated February 8, 1980, appointed the undersigned as arbitrator.

The arbitration hearing was held on April 23, 1980 in Kenosha, WI. Appearing for the Union were Leroy Waite, IAFF State Representative, Richard Rosenberg, UW-Parkside Associate Professor of Economics and Consultant to

Local 414 IAFF, Richard Lipke, President, Local 414 and Wendell Egeness, Secretary-Treasurer 414. Appearing for the City were Roger E. Walsh, attorney of Lindner, Honzik, Marsack, Hayman & Walsh, and James Warzon, Personnel Supervisor, City of Kenosha. Numerous exhibits were introduced and explained at the hearing. Written post-hearing briefs were exchanged through the arbitrator on June 2, 1980 and written rebuttals were exchanged by the arbitrator on June 16, 1980. The parties had resolved all matters in dispute except those identified in the subsequent section of this award.

ISSUES IN DISPUTE AND POSITIONS OF THE UNION AND THE CITY

Wages:

The Union and the City have agreed upon the salary schedule effective January 1, 1980 and on the continuation of the cost of living adjustment provision in the 1978-1979 Agreement. The schedules shown in the attached final offers of the parties (Appendices A and B) reflect a five percent salary increase over the base salary including the \$83 monthly COLA folded into the base rate on December 31, 1979 pursuant to Article 12.01F of the 1978-1979 Agreement.

The Union proposes that the salaries shown in the schedule effective January 1, 1980 be further increased by five percent effective July 1, 1980. The City proposes no further increase in salaries in 1980 beyond the agreed upon COLA payments and five percent increase effective January 1, 1980.

Pension:

The Union proposes that the City's pension contribution be increased from 6½ percent to 8 percent of the employees earnings while the City proposes that

the City contribution be increased from the existing 6½ percent to 7 percent.

Insurance:

The Union proposes that the City pay the "full costs" of the single and family monthly health insurance premium in 1980. The City proposes to pay up to \$46 per month and \$141 per month respectively for family health insurance. The actual premium costs for 1980 are \$39.88 and \$112.82 respectively for single and family coverage, thereby making the difference between the parties one of language and the implication of this language for future negotiations.

EMT Pay:

The Union proposes that the clause in the 1978-1979 Agreement requiring the payment of an additional \$15 per month to employees assigned to rescue squad duty for more than 50 percent of their work hours during the month be changed to provide for a payment of 3 percent per month to employees holding a valid EMT license. The City proposes that the current language be continued.

Work Out of Classification:

The Union proposes a new clause that mandates that employees would fill vacancies in higher classifications occurring due to vacations, sick time, etc., and would be paid the rate of the classification they were filling. The City opposes adding such a clause to the Agreement.

Payment of Widow's Health Insurance Premium:

The 1978-1979 Agreement provides that the widow of an employee who dies after January 1, 1973 shall have the privilege of retaining health insurance coverage until she remarries or until her deceased husband would have attained the age of sixty. The Union proposes that the age limitation be removed from the Agreement so that the payment would continue for the life of the widow if

she did not remarry. The City proposes that the language of the 1978-1979 Agreement be continued.

#### ANALYSIS OF THE ISSUES

##### Wages:

Both parties rely primarily on the statutory criterion of "comparability" in support of their respective positions -- and choose different comparables. Ability to pay was not raised as an issue in this dispute. The issue of whether "real" wages were or were not eroded in the past five or six years was debated briefly by the parties and is discussed below before turning to the major arguments of the parties involving comparability.

Exhibit 18 of the City shows that Kenosha firefighter maximum earnings including cost of living payments increased by 51.9% from \$11,856 in 1975 to \$18,011 in 1980. This 51.9% increase is compared to the 49.5% increase in the CPI from January 1975 to January 1980, and the conclusion is drawn that real wages increased slightly. The Union correctly points out that the calculation is "conceptually" inaccurate. The \$18,011 reflects the payment throughout 1980 of the maximum COLA benefits permitted under the Agreement. Therefore, as the City acknowledges in its rebuttal, earnings did not increase quite as fast as the CPI during the 1975-1980 period and real wages slipped slightly as claimed by the Union on page 16 of its brief.

Even so, the City reiterates without specific rebuttal from the Union that the percent increase in Kenosha firefighter earnings in the 1975-1980 period exceeded those of any of the other 14 cities with which Kenosha is compared. The arbitrator notes, however, that a large percent increase could

theoretically reflect an average increase on a relatively low base at the outset of the period just as well as a larger than average increase on an average base. In any event, the "fairness" of the positions of the parties compared to the salaries paid in other jurisdictions takes us to the question of comparability and the various other exhibits of the parties on this point.

Originally, the Union limited its comparables to five cities in southeast Wisconsin (Racine, West Allis, Janesville, Waukesha and Beloit) but in its rebuttal agreed that, by its own standards, a sixth city should have been added (Wauwatosa), and expressed no opposition to adding it. Two of these cities have not settled their contracts for 1980 (Waukesha and Janesville) although final offers of both parties in those cities have been submitted to arbitration and are included in exhibits furnished to this arbitrator. The City lists the same six cities considered comparable by the Union and added eight other cities (Madison, Green Bay, Appleton, Oshkosh, La Crosse, Sheboygan, Eau Claire and Fond du Lac).

The first analysis of comparable wages that the arbitrator made was based on the data in City Exhibits 16-19. From these, it appears that the salary of the Kenosha fire fighters ranked seventh in 1975 and had climbed to fifth by 1979, moving ahead of Madison and Janesville. Racine, West Allis and Wauwatosa led the way in both 1975 and 1979. If one assumes that the Union position prevails in arbitration in Kenosha, Waukesha and Janesville, Kenosha fire fighters at \$1537 per month average would rank fourth -- almost in a tie for third with Waukesha at \$1539 and just ahead of Wauwatosa at \$1535. If one assumes that the cities win in those three cases, Kenosha fire fighters at \$1501 average per month would rank fourth (Wauwatosa at \$1535 would have moved ahead of it). It is of interest to note that the wage for

fire fighters in all of the eight additional cities considered comparable by the City but not by the Union is lower than either the wage proposed by the City or Union in Kenosha.

When the same analysis is applied to the Captain position in 1980, we find that Kenosha captains do not fare as well. West Allis, Racine, Wauwatosa, Janesville (Union offer), Waukesha (Union offer), Madison, Janesville (City offer) and Beloit will rank ahead of Kenosha even if the Union offer in Kenosha is selected. If the City offers were to prevail in Kenosha and elsewhere, Kenosha captains would rank eighth -- below all of the cities with which the Union believes it is comparable and below one of the other eight cities with which the City of Kenosha thinks it is comparable. No historical data were presented so that the arbitrator is unable to determine whether the relatively adverse position of captains compared to fire fighters is of recent origin. (The arbitrator suspects that this may be attributable to the effect of equal dollar COLAs applied to all pay ranks.)

From this initial analysis, the arbitrator drew the conclusion that selection of either offer would not materially change the ranking of Kenosha fire fighters compared either to the cities that the Union considered comparable or to those that the City considered comparable. In the basic fire fighter position, Kenosha would continue to trail behind West Allis and Racine, and be about equal to or slightly behind Wauwatosa and Waukesha (if the Union offer prevails in Waukesha) and ahead of Janesville, Beloit and the other eight cities with which the City claims it is comparable. And, as already mentioned, the Kenosha captains would fare less well under either offer.

The Union presented several types of comparisons in support of its position. First, it compared the earnings of fire fighters with those of production workers in Kenosha and 13 other Wisconsin cities. According to the Union's Exhibit 5, Kenosha fire fighters were paid less relative to production workers than was the case in any of the other cities. This type of comparison is an important one. If workers generally in an area are well paid, then one would expect fire fighters also to be well paid. The arbitrator does not believe, however, that the data in Exhibit 5 provide sufficient support for this point. The data in Exhibit 5 are not corrected for earnings attributable to overtime of production workers nor are cost of living allowances included in the fire fighter earnings although they are in the earnings of production workers. Furthermore, differences that exist in a particular month may not be representative of the actual relationship. The arbitrator would have welcomed information showing annual income of all people in these Wisconsin cities, or average annual straight time hourly earnings of production workers. Without such information, little weight can be given to the comparisons shown in Union Exhibit 5.

The Union next compares fire fighting personnel in Kenosha, Beloit, Janesville, Racine, Waukesha and West Allis on the basis of maximum base salary in December 1979 plus longevity of fifteen years. (See Union Exhibit 6.) Its comparison shows Kenosha lagging behind the other five. The arbitrator decided to analyze the Kenosha-Beloit comparison because data were supplied about both of these cities in 1979 and 1980 and because, according to the Union, Beloit was higher while, according to the City, Kenosha was higher.

One reason for the difference is that the \$15,732 Kenosha salary shown in Union Exhibit 6 does not include the cost of living adjustment. Since Beloit fire fighters do not enjoy the benefits of a COLA, this does not seem proper to the arbitrator. Also, there is the question of using the fifteen year longevity figure for fire fighter comparisons (although it may be appropriate for captains) since the average longevity of Kenosha personnel in the fire fighter classification is less than ten years. From the data supplied to him by the parties, the arbitrator was able to compute and compare the 1979 annual earnings inclusive of longevity and COLA of the Beloit fire fighter with ten year's service with that of the Kenosha fire fighter with ten year's service under both the City and the Union proposal.

In 1979, the Beloit 10 year journeyman fire fighter received annual earnings of \$16,306 (calculated by multiplying the \$625 bi-weekly pay of that classification shown on page 28 of Union Exhibit 37 by 26.0893, the figure testified to at the arbitration hearing). The Kenosha fire fighter with ten year's service receives \$10 per month longevity pay according to 12.01 of the 1978-1979 Agreement. When this is added to the annual earnings of \$16,187 of the Kenosha fire fighter shown in City Exhibit 18, his earnings are \$16,307, approximately the same as the Beloit fire fighter. Therefore, the arbitrator does not find the \$674 Kenosha lag shown in Exhibit 6 to be persuasive.

The Union next argued that the 1980 settlements by groups it considered comparable justified the Union position in this dispute. The Union confined its analysis to the 1980 settlements in Beloit, Racine and West Allis because these were the only cities among the five it considered comparable initially which had settled their 1980 negotiations. The arbitrator believes that



this is too narrow a sample to be determinative. Furthermore, the arbitrator does not believe that the actual percent increase in earnings in Racine or West Allis is as large as is implied by the Union.

Turning first to the Racine increase, we find that the Union claims the increase to be 28% (see Union Exhibit 24) while the City claimed in its Exhibit 18 that the increase in earnings in 1980 was only 12.2% over the 1979 level. The City criticizes the Union exhibit on the grounds that it does not include the initial COLA float of \$252.35 per month in the base from which the percent increase is figured but does include the COLA in the January 1981 figure because the COLA will have been folded into the base rate. The Union replies that there is nothing factually or conceptually wrong with the exhibit but does not rebut the City claim that this method of presentation overstates the actual percent increase in earnings that the average Racine fire fighter will receive in 1980.

The Union, in turn, argues that the City incorrectly claims that the Racine cost of living allowance is a fixed dollar amount and thus is a lower percent when measured against the higher salaries received by personnel in classifications such as captain. This well may be the case but the portions of City Exhibits 16 and 18 supporting the City claim that a fire fighter received 12.2% higher earnings in 1980 than in 1979 apply to the fire fighter classification and therefore are not affected by this criticism. The City does not provide supporting information showing how the 1979 earnings of \$17,488 were computed and therefore the arbitrator cannot determine whether the 12.2% increase figure is correct. The Union, however, makes no claim that it is incorrect, only that the City ignores the impact of folding

the COLA into the base on January 1981. So far as the arbitrator is able to determine this will not change the \$19,624 Racine fire fighter 1980 earnings figure shown in City Exhibit 18, and therefore the arbitrator has no grounds for rejecting the City claim that Racine fire fighters who have reached the four or five year maximum level will earn 12.2% more in 1980 than in 1979. Although this is a larger percent increase than the 11.3% increase envisioned under the City offer for comparable fire fighters, according to City Exhibit 18, it is nowhere near the 28% figure cited by the Union.

Both the Union and the City seem to agree that a West Allis employee in the fire fighter classification will have about 10% higher earnings in 1980 than in 1979. The Union, however, argues that the arbitrator should take into account the reduction in the West Allis work week from 56 hours to 52½, a reduction claimed to be equivalent to a 6.25% increase in salary. This benefit does not take effect, however, until January 1981 and, therefore, despite the ingenious Union contention that the arbitrator should accept the present value of a future benefit, the arbitrator believes that the West Allis 1981 hours reduction should be taken into account in the Kenosha negotiations for the 1981 Agreement rather than in resolving the dispute about the 1980 Agreement.

The Union acknowledges that the 1980 Beloit increase will be smaller than the 1980 Kenosha increase but argues, even so, that, as shown in Union Exhibit 31, the fire fighters in the two cities earn about the same without taking into account longevity benefits and educational benefits and that Kenosha lags behind Beloit in the higher paying classifications. The problem with this Union argument is that, in the fire fighter classification, it

compares the Beloit rate for the 15 year journeyman fire fighter with the three year Kenosha fire fighter. If one compares the 1980 salaries of fire fighters with ten year's services, in similar fashion to the comparison made previously of 1979 salaries, it is found that the Beloit fire fighter will earn \$17,861 (calculated by multiplying the \$648.62 bi-weekly pay shown on p. 3 of Union Exhibit 38 by 26.0893) while the Kenosha fire fighter with ten year's service will earn \$18,131 under the City's proposal, providing, as seems likely, that the COLA hits the cap in each quarter.

In addition to the comparisons already discussed, the City compares the monthly pay of the Kenosha fire fighter at the top step with the Kenosha police officer at the top step (see City Exhibit 20). The comparison shows that for the 26 years from 1954 through 1979 the monthly pay was exactly the same. The Union argues (see p. 14 of its brief) that comparisons of Kenosha police and Kenosha fire fighters are inappropriate because the employees perform different functions.

The arbitrator rejects this Union argument; the salary of fire fighters relative to police in any Wisconsin city is usually a matter of great concern to both the police and fire fighter unions as well as city administrations. It should be noted, however, that the historic equivalence of police and fire fighter wages in Kenosha is threatened in that both the police and fire fighters are in arbitration and if the Union position prevails in the police arbitration this could break the historic relationship even if the City were to prevail in this arbitration.

The City also compares its 1980 wage proposal to the fire fighters with the settlements the City has made with other groups of City employees. (See City Exhibit 23.) According to the City, its offer to the fire department

employees is in line with these other settlements and exceeds the amounts to be received by employees in public works departments, city hall, transit systems, unrepresented departments and the library. The Union does not challenge this City claim but limits its comparables to fire fighting employees.

Before summing up this analysis of the 1980 wage increase question, the arbitrator wishes to comment on the problem of comparing fire fighter wages in one city with those in another because of differences in certain other aspects of compensation such as longevity, educational benefits and COLA. Without regard to the standard fringes such as pensions, insurance, vacations and holidays, the differences in basic compensation arising from the non-existence, existence and different weights given to longevity, education benefits and COLA make it possible to reach a wide variety of conclusions. Furthermore, it becomes more difficult to say with any certainty whether one wage offer is more fair than another when they are relatively close together and when results will differ depending on such factors as whether you compare at the five, ten, or fifteen year level of experience and whether you include educational benefits in the wage comparison. Also, as is apparent in this dispute, one could easily reach a different conclusion if the analysis was based on a comparison at the captain rank rather than the fire fighter rank.

With all the reservations flowing from the problems enumerated in this section of the award, the arbitrator believes that the City position on wages is preferable to that of the Union. The comparisons of the Union which rest essentially on the relationship of Kenosha fire fighting personnel to those in Racine, West Allis and Beloit -- particularly Racine -- are not sufficiently

persuasive to overcome the arguments of the City based on the wider comparisons with other Wisconsin cities and with settlements reached with other employees of the City.

Pension:

There is really no argument on this point. The City offer to increase its contribution to seven percent still leaves it out of line on the low side. Thirteen of the fourteen cities listed in City Exhibit 11 pay eight percent of the employees' pension fund contribution while the fourteenth, West Allis, pays six percent. Clearly, the Union pension proposal is preferable to the City proposal on the basis of comparability.

Insurance:

As stated in the prior section of this opinion, the argument on this question is confined to whether the Agreement should say that the City will pay the "full cost" of the premium or will specify the dollar amount that is sufficient to cover the cost of the full premium during the 1980 Agreement. This item is not as important as some of the others and is given little or no attention by the Union. Since the dollar amount was shown in the previous Agreement of the parties and since the City's agreements with other City employees show the dollar amount, the arbitrator sees no reason to change it. The arbitrator notes, however, that although only five of the 14 cities listed in City Exhibit 8 pay the "full premium," it is also true that only two of the fourteen cities which pay the full premium specify the dollar amounts. The other cities either pay less than 100% of the family premium and therefore have not had to decide on the appropriate language or have an arrangement that

doesn't lend itself to categorization without further information. For the reasons mentioned herein, the arbitrator will give no weight to the difference on this item in selecting the package of one of the parties.

EMT Pay:

The Union proposes to increase the EMT pay from \$15 per month to three percent of salary and also to extend it to all employees with an EMT license rather than to those members of the department who are assigned to the rescue squad for more than 50 percent of their work hours during a month. The existing contract provision which the City wishes to maintain does not seem to be out of line with the provisions of the twelve cities cited in City Exhibit 14. In particular, it appears that the prevailing practice is to pay the EMT premium to EMT trained personnel only when assigned to rescue squad duty. Furthermore, no support was presented for the charge that EMT trained Kenosha personnel were often supplying this service but were not being paid for it. Although the \$15 per month payment may be at the low end of the spectrum, this does not justify the application of this benefit to all license holders, regardless of whether they supply EMT services. The arbitrator therefore finds the City position on this issue to be preferable to that of the Union.

Work Out of Classification:

The City claims that the Union proposal mandates the use of employees out of classification and as such is a permissive subject of bargaining. The City argues, therefore, that the arbitrator cannot select the Union proposal on a permissive subject of bargaining because the arbitrator cannot

force the City to accept a proposal dealing with a permissive subject of bargaining. First of all, the arbitrator wishes to state that he makes no ruling on whether or not the Union proposal is a permissive subject.

Second, the arbitrator wishes to point out that the City cites no support for the position it takes on this matter. The arbitrator believes that he is authorized under 111.77 and the order appointing him as arbitrator to select one of the two proposals in its entirety. Therefore, the arbitrator rejects the City argument on this point and will consider this item on its merits. The arbitrator notes also that the City believes this Union proposal should be rejected because it mandates an assignment to an out-of-unit position.

City exhibit 12 shows that eleven of the fourteen cities it considers comparable to Kenosha have some provision for pay for an employee working out of classification. Despite this, however, the City makes no proposal on this subject and argues for the maintenance of the current situation of no extra pay for work out of classification. The arbitrator rejects this position.

It is true, as the City argues, that the Union proposal, if selected, would give the Union an out-of-classification pay clause equivalent to the Beloit clause which, from the Union point of view, seems to be about the best of the clauses in the eleven other cities which have such clauses. But a better answer by the City to its charge, that the Union position is a "Rolls Royce" claim on a permissive subject involving, in part, assignments to an out-of-unit position, might have been to offer a modest proposal comparable to the clauses in the eleven other cities rather than to cling to a position

already abandoned by most comparable cities. As the City states in its brief (p. 21), "When a new benefit is initiated, it is often started at a lower level and increased as time passes." The arbitrator concludes that on balance, the Union proposal on this issue is preferable to the City proposal providing for no pay for working outside of the classification.

Payment of Widow's Health Insurance Premium:

According to the Union, there is only one widow of a deceased employee who is affected in 1980 since her deceased husband would have been sixty in July 1980. Under the Union proposal, the age limitation would be removed from the present clause and that widow and others in subsequent years would continue to have premiums paid by the City until death or remarriage. The Union notes that the cost of \$239 in 1980 is trivial and that the City estimates of future cost are inaccurate because they are not discounted to show present value. Also, the Union notes that it was its intention "to have these medical benefits end when the widow became 65 and was eligible for Medicare." (See p. 21 of Union brief.)

The arbitrator agrees with the City claim that it provides widow benefits comparable to those in other cities with which it compares itself in City Exhibit 9. It should be noted, however, that the cutoff at the point when the deceased husband would have become sixty, seems to be unique to Kenosha. The other plans seem to provide cutoff of employer paid premiums when the widow becomes sixty-five or when she becomes eligible for other insurance. No rationale was offered for the termination of this benefit when the deceased husband would have become sixty and the arbitrator wonders whether



the parties intended that a widow presently covered should have to pick up the premium cost before she became eligible for Medicare.

In any event, as the Union says, this item has only trivial cost consequences and therefore seems of minor economic importance compared to the other items in dispute. The arbitrator therefore makes no specific judgment on this issue, leaving the matter as a whole to be determined by the combined weight of the other issues already discussed.

Final Offers in Their Entirety:

Before discussing the final offers as packages, the arbitrator wishes to note that there are arguments raised in the exhibits and briefs which, although considered by the arbitrator, have not been commented on. Given the extensive exhibits and briefs of the parties, it should be recognized that it just isn't feasible to comment on every point. For example, the arbitrator makes no reference to the exhibits and arguments concerning increased productivity nor to the suggestions of both parties to disregard some exhibits of the other party because they convey a misleading impression or because labor agreements have not been introduced to support the exhibits. The weight that the arbitrator has given to different exhibits and arguments can be deduced easily by the parties from the views expressed by the arbitrator in this opinion and in this fashion the parties can tell how the arbitrator has treated their suggestions.

In order to compare the packages as a whole the arbitrator approached the analysis from three different points of view. First of all, by reference to Union Exhibit 22 and City Exhibit 26, the arbitrator determined the cost increases in 1980 of either proposal and the difference between the two. The

difference on wages is about \$57,000; the difference on pensions is about \$32,000; the difference on EMT is about \$21,000; and the difference on out of classification pay is about \$17,000. The total difference in compensation on these four items is about \$127,000. This represents about five percent of the total cost of wages and fringes in 1979 shown on City Exhibit 26.

The arbitrator has already stated a preference for either the City or the Union proposal on the four items noted above. Taking into account the dollar values of these items, the arbitrator, on an issue by issue type arbitration would have picked the employer offer on wages and EMT and would have picked the Union offer on pensions and pay for work out of classification. Since the \$49,000 cost of pensions and pay for work out of classification is less than the \$78,000 cost of wages and EMT pay, the arbitrator believes that the City is right on issues costing about \$29,000 more than the issues on which the arbitrator believes the Union position is preferable. This particular analysis, therefore favors the selection of the City offer.

Another way to look at the overall package is to compare the ranking of fire fighters in Kenosha and comparable cities insofar as total compensation is concerned. For this purpose the arbitrator used City Exhibit 24 as a starting point. According to that exhibit, using a Kenosha fire fighter with nine year's seniority and 33 credits toward an Associate Degree in Fire Science as the sample employee, Kenosha at \$23,212 ranked fifth behind West Allis (\$25,028), Racine (\$24,980), Wauwatosa (\$24,441), and Madison (\$23,996). Kenosha was ranked ahead of the other ten cities on the list and, as the City points out in its brief, had earnings \$812 greater than the average of the fourteen cities with which it was compared. It should be

noted that two of the fourteen, Janesville and Waukesha, are in arbitration and the figures shown for these two cities are based on the final offers of those cities.

Given the relatively high wages of workers in private industry in the Kenosha area, it seems proper for the wages of fire fighting personnel in Kenosha to be relatively higher than wages in lower areas such as the western part of Wisconsin and the Fox River Valley area. Most of the ten cities ranked below Kenosha on City Exhibit 24 are in those areas. The four cities that lead Kenosha are closer, on the average, than the other cities. Also, the three highest paying cities are ones that the Union believes are comparable to Kenosha.

The arbitrator is not sure what to conclude from this second line of analysis because of the lack of data. How does one know whether the City offer shown on City Exhibit 24 is preferable to the Union offer when the Union offer is not shown? Would selection of the Union offer change the ranking appreciably? The arbitrator calculates that under the Union offer, the wage would have been increased by \$433 from \$18,011 to \$18,444. When one also adds the additional one percent because of the greater employer pension contribution under the Union offer, the compensation estimate of \$23,212 would be increased by \$617 ( $\$433 + \$184$ ) to \$23,829 which would still leave Kenosha ranked fifth. Dividing the total cost estimates of the EMT pay and pay for working out of classification by the 129 employees in the bargaining unit, one gets an additional \$290 ( $\$20,817 + \$16,540/129$ ), thereby bringing Kenosha earnings up to \$24,119, ahead of Madison. Thus, under the Union proposal, Kenosha would rank fourth still behind the three nearby

cities with which the Union thinks Kenosha is comparable. It seems to the arbitrator that this line of analysis begs the question and is not conclusive. Under either proposal, the relative ranking of Kenosha is not greatly affected. But no light is shed on the critical issue of how important are some comparisons relative to others.

Another reason to view the ranking data discussed above somewhat cautiously is the criticism of it made by the Union. The Union rightly points out that the use of the nine year longevity figure means that longevity figures based on five years probably will be used because there is no step between the five year and ten year steps. If the City had used a firefighter with ten year's service, this would have affected many other cities to a greater extent than Kenosha and might have lowered the Kenosha figure relative to such cities as Madison and Beloit.

Probably, a more important consideration flows from the fact that the use of the fire fighter classification tends to gloss over the fact, admitted by the city in its brief, that, if the comparison were based on the captain comparison, it would not be as favorable to Kenosha. The wages of the Kenosha captains are less than the average of the fourteen city comparisons summarized on page 6 of the City brief. And, if the comparison were based on the average longevity and educational benefits attained by Kenosha captains rather than on five or ten years and 33 credits, the comparison might be still even more unfavorable to Kenosha. As was mentioned in discussing the wage issue, the salaries of the higher ranking fire fighting officers relative to those of the fire fighters may have been compressed because of the reliance in the past few years upon across the board dollar amounts of COLA.

The third approach to this analysis of the total offers involves the question of the relative importance of the comparables cited by the City and the Union. The arbitrator believes that the Union must take into account the wages and benefits paid in the larger cities throughout Wisconsin even though the nearer cities such as Racine, West Allis, Wauwatosa and probably Waukesha are more important comparables than the other cities with which Kenosha is compared by the City. Also, the arbitrator believes that the Union must take into account the settlements that the City has reached with its other employees.

If the Union is to argue that fire fighting personnel should get larger increases than other employees of the City, it should show that fire fighting personnel are more underpaid relative to other fire fighters than is true of other City employees versus similar employees in other cities. No evidence was presented to show that the City pays its police or blue or white collar employees as much as employees in West Allis, Racine, Waukesha and Wauwatosa. How do City salaries generally compare with salaries of employees doing comparable work in cities which are deemed comparable to Kenosha by the Union?

Absent any showing that the City treats the fire fighting personnel more or less unfairly than it treats other City employees relative to employees of other cities performing similar functions, it seems equitable for the City to make comparable offers to all of its employees. This is not to say that fire fighting personnel are tied inextricably to the precise settlements of other City employees but it does suggest that, under the criteria included in 111.77, the Union might be well advised not to try to break the historic police-firefighter basic equality but instead to press its case for other benefits and for restoration of percent differentials within the department that may have existed five years ago.

The arbitrator finds the conclusion reached on the basis of the first and last line of analysis to be more persuasive than the doubts raised by the second line of analysis and therefore, given the restriction that he must select one offer in its entirety, will select the offer of the City.

AWARD

After thorough study of the exhibits, testimony and arguments of the City and the Union, and with full consideration of the criteria listed in Section 111.77 of Wisconsin statutes, the arbitrator selects the final offer of the City and orders that the 1978-1979 Agreement be amended to reflect the final offer of the City and the matters to which the City and the Union have stipulated.

7/7/80  
July 7, 1980

James L. Stern  
James L. Stern  
Arbitrator

Final Offer of City of Kenosha to:

DEC 17 1979

KENOSHA FIRE FIGHTERS, LOCAL 414 IAFF

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

"All Provisions of current (1978-1979) Labor Agreement to be maintained except for issues tentatively agreed to and the following changes:

I Article 11 - Classification and Compensation Plan  
Amend 11.02 to read:

11.02 1980 Compensation Plan (Effective January 1, 1980)

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
Fire Department House Captain	1586	1621			1621
Fire Department Line Captain	1574	1610			1610
Fire Department Mechanic	1574	1610			1610
Fire Department Instructor	1574	1610			1610
Fire Prevention Bureau Lieutenant	1545	1574			1574
Fire Department Lieutenant	1508	1538			1538
Chief Alarm Operator	1508	1538			1538
Fire Department Apparatus Operator	1478				1478
Fire Fighter	1355	1401			1449

RECEIVED

DEC 17 1979

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

2. Article 14 - Pensions

Renumber 14.02 to 14.01

Add New Section 14.02 to Read:

14.02 With respect to earnings paid on and after January 1, 1980, to fire fighters covered by this agreement and the Wisconsin Retirement Fund, the City of Kenosha shall pay to the Wisconsin Retirement Fund, in lieu of an equal amount of the retirement contributions required to be deducted from each payment of earnings to participating employees pursuant to Subsection 1 of Chapter 41 of the Wisconsin Statutes, an amount equal to seven percent (7%) of the employee's gross earnings. This portion shall be available to employees who terminate or are terminated from City employment as provided for by State Statutes.

3.

ARTICLE 15 - INSURANCE

Amend Section 15.01 to read:

15.01 The City agrees to pay on behalf of all said representatives of the bargaining unit up to \$46.00 per month for a single contract and up to \$141.00 per month for a family contract of the hospital-surgical insurance policy now in effect as revised for 1976.





# Kenosha Professional Fire Fighters Union

Local No. 414

KENOSHA, WISCONSIN 53140

**RECEIVED**

DEC 21 1979

## FINAL OFFER OF FIREFIGHTERS LOCAL 414

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

ALL PROVISIONS OF CURRENT (1978-1979) LABOR AGREEMENT TO BE MAINTAINED DURING ONE YEAR CONTRACT EXTENDING THROUGH DECEMBER 31, 1980 EXCEPT FOR THE FOLLOWING CHANGES.

### ARTICLE II CLASSIFICATION AND COMPENSATION PLAN AMEND 11:02 TO READ:

11:02 1980 COMPENSATION PLAN EFFECTIVE JANUARY 1, 1980

	A	B	C	D	E
FIRE DEPARTMENT HOUSE CAPTAIN	1586	1621			1621
FIRE DEPARTMENT LINE CAPTAIN	1574	1610			1610
FIRE DEPARTMENT MECHANIC	1574	1610			1610
FIRE DEPARTMENT INSTRUCTOR	1574	1610			1610
FIRE PREVENTION BUREAU LIEUTENANT	1545	1574			1574
FIRE DEPARTMENT LIEUTENANT	1508	1538			1538
CHIEF ALARM OPERATOR	1508	1538			1538
FIRE DEPARTMENT APPARATUS OPERATOR	1478				1478
FIREFIGHTER	1355	1401			1449

11:02 1980 COMPENSATION PLAN EFFECTIVE JULY 1, 1980 AN ADDITIONAL FIVE PERCENT (5) PERCENT ON ALL PAY CLASSIFICATIONS

14:01 PENSIONS  
AMEND TO READ EFFECTIVE JANUARY 1, 1980 THE CITY OF KENOSHA SHALL PAY 8% OF EACH EMPLOYEES GROSS EARNINGS TO THE WISCONSIN RETIREMENT FUND, PURSUANT TO SUB SECTION 1 OF CHAPTER 41 OF THE WISCONSIN STATUTES

15:01 INSURANCE  
AMEND TO READ THE CITY AGREES TO PAY ON BEHALF OF ALL SAID REPRESENTATIVES OF THE BARGAINING UNIT FULL COSTS FOR A SINGLE CONTRACT AND FULL COSTS FOR A FAMILY CONTRACT PER MONTH FOR THE YEAR OF 1980

11:05 COMPENSATION  
THOSE EMPLOYEES HOLDING A VALID EMT LICENSE SHALL RECEIVE AN ADDITIONAL THREE PERCENT (3%) PER MONTH ON THEIR SALARY.

11:06 WORK OUT OF CLASSIFICATION  
EMPLOYEES SHALL BE USED OUT OF CLASSIFICATION, WHEN APPARATUS OPERATOR AND OFFICER SHORTAGES OCCUR DUE TO VACATIONS, SICK TIME, ETC

*"Support Your Fire Fighters--The Life They Save May Be Yours"*



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*Kenosha Professional Fire Fighters Union*

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PAGE TWO OF : FINAL OFFER OF FIREFIGHTERS LOCAL 414

- 11:06 A EMPLOYEES SERVING AS APPARATUS OPERATOR, SHALL RECEIVE APPARATUS OPERATORS WAGES
- B APPARATUS OPERATORS SERVING AS LIEUTENANTS SHALL RECEIVE LIEUTENANTS WAGES
- C LIEUTENANTS WHEN SERVING AS CAPTAINS SHALL RECEIVE CAPTAINS WAGES
- D CAPTAINS WHEN SERVING AS ASSISTANT CHIEFS SHALL RECEIVE ASSISTANT CHIEFS WAGES

15:08 INSURANCE  
AMOUNT TO READ THE WIDOW OF ANY EMPLOYEE WHO DIES ON OR AFTER JANUARY 1, 1973, SHALL HAVE THE FURTHER PRIVILEGE OF RETAINING SUCH HEALTH INSURANCE COVERAGE, SUCH COVERAGE SHALL BE PAID FOR BY THE CITY OF KENOSHA UNTIL SAID WIDOW REMARRIES

KENOSHA FIREFIGHTERS  
LOCAL 414

*"Support Your Fire Fighters -- The Life They Save May Be Yours"*

Affiliated with International Association of Fire Fighters • United Professional Firefighters of Wisconsin  
Wisconsin State AFL-CIO and Kenosha AFL-CIO Council