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WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

IN THE MATTER OF ARBITRATION  
BETWEEN  
THE CITY OF JANESVILLE, WISCONSIN  
AND  
FIREFIGHTERS' LOCAL #580, INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS

Case XXXIII  
No. 25350 MIA-449  
Decision No. 17705-A

AWARD OF ARBITRATION

A hearing on the issue involved in the above case as stated below was held on June 23, 1980 in Janesville, Wisconsin before the undersigned arbitrator. Appearances for the parties were as follows:

Berta Hoesly, Esquire  
City Attorney  
and  
Daniel Wentzloff, Per. Dir.  
City of Janesville  
18 N. Jackson Street  
Janesville, Wisconsin 53545

FOR THE CITY

Leroy Waite, Rep.  
IAFF-AFL-CIO  
1600 E. Ridge Road  
Beloit, Wisconsin 53511  
and  
Leroy Grorud, Pres.  
City Firefighters Union  
Local 580  
433 N. Palm Street  
Janesville, Wisconsin 53545

FOR THE UNION

All parties were afforded full opportunity to examine and cross examine witnesses and to adduce relevant evidence. Upon the entire record and with due consideration being given to the arguments advanced by the parties I find as follows:

#### THE ISSUE

Which final offer of the parties shall the Arbitrator select?

#### BACKGROUND

Firefighters' Local #580 International Association of Firefighters, (hereinafter referred to as the Union) and the City of Janesville, Wisconsin, (hereinafter referred to as the City) after attempting to reach agreement for a collective bargaining agreement covering the City's non-supervisory fire fighting personnel for the year 1980 reached an impasse and on November 20, 1979 the Union

filed a petition with the Wisconsin Employment Relations Commission (hereinafter referred to as the WERC) requesting the Commission to initiate final and binding arbitration pursuant to Section 111.77(3) of the Municipal Employment Relations Act (hereinafter referred to as the Act) with regard to that impasse.

An investigation having been conducted by a WERC staff member, and that investigation having found and advised the WERC on March 19, 1980 that the parties were at an impasse on the existing issue as outlined in their final offers transmitted along with said Advice and he closed his investigation on that basis.

On March 27, 1980 the WERC issued its Order that the parties select an arbitrator from a submitted panel and the undersigned was selected and appointed on April 15, 1980 to conduct the present hearing.

#### THE FINAL OFFERS

The final offers of the parties submitted to the WERC are as follows:

#### FINAL OFFER

City of Janesville  
To Fire Fighter Union Local 580  
MED./ARB.  
1 March 1980

A one (1) year Labor Agreement from 1 January 1980 through 31 December 1980 as follows:

1. Wages

A ten and one-quarter (10¼%) per cent across-the-board wage increase for all bargaining unit members.

2. Additional Pay for Officers

The City agrees to establish an additional salary step for Officers. When an Officer completes the probationary period, an increase in salary will be given according to the following salary schedule:

<u>Position</u>		<u>Annual</u>	<u>Bi-weekly</u>
Captain	- Upon completion of Probationary Period	\$21,109	\$811.89
	- While on Probation	\$20,733	\$797.42
Lieutenant	- Upon completion of Probationary Period	\$20,235	\$778.27
	- While on Probation	\$19,875	\$764.42

This schedule reflects a 12.25% increase over the 1979 salary rates.

City Fire Fighters' Union  
Janesville, Wisconsin

February 28, 1980

Mr. Robert McCormick,

As per your directive of 19 February 1980, Local #580 submits the following items for final offer arbitration:

- Article XXXI - Terms of Agreement
- Article III - Rates of Pay and Acting Pay

Article XXXI - Terms of Agreement

This Agreement shall become effective 1 January 1980 and remain in effect to and including 31 December 1980 and shall renew itself for additional one-year periods thereafter unless either party has notified the other party in compliance with Article XXX. All terms of this agreement shall remain in effect until a successor agreement is negotiated.

The only change made in this Article is to make the Contract effective 1 January 1980 thru 31 December 1980.

Article III - Rates of Pay and Acting Pay

The pay schedule in effect for the term of this agreement is attached.

Acting pay or out-of-classification pay, shall be defined as additional compensation to be paid an employee for performing work duties as requested by the Chief or his authorized representative, which are not normally performed by that employee or which fall outside the delegated responsibilities of his regularly assigned position. Acting pay shall be administered only as follows:

Employees who fulfill the duties of acting Lieutenant, Captain or Battalion Chief for 12 hours or more shall receive acting pay for each 12 hour period so employed. The acting pay rate shall be equal to that of the rank assumed and shall be paid only for that period of time during which the employee worked out-of-classification. Such compensation shall be payed in place of, but not in addition to, the employees normal compensation for that period of time. Any acting pay accruing to an employee shall be paid at the time overtime is paid.

The changes made in this Article are the establishment of 10th and 15th year pay grades for Captain, Lieutenant, Inspector and Mechanic, and an across the board wage increase of 7% 1 January 1980 and an additional 6% 1 July 1980 for all positions. The wage proposal is shown on page 2.

Respectfully,

Larry J. Grorud/s/  
 Larry J. Grorud  
 President Local 580

UNION PROPOSAL  
 Wage Schedule for 1980

Effective Date:	1 January 1980		1 July 1980	
<u>Pay Grade</u>	<u>Annual</u>	<u>- Bi-weekly</u>	<u>Annual</u>	<u>- Bi-weekly</u>
Captain	\$20,121	\$773.88	\$21,328	\$820.31
Lieutenant	19,289	741.88	20,446	786.38
5th yr. Firefighter	16,693	642.04	17,695	680.58
3rd yr. Firefighter	15,115	581.35	16,022	616.23
1st yr. Firefighter	13,617	523.73	14,434	555.15
Insp/Mech start	18,327	704.88	19,427	747.19
after 1 yr.	19,256	740.62	20,411	785.04
after 5 yrs.	20,025	770.19	21,227	816.42
<u>10th yr. Personnel</u>				
Captain	\$20,725	\$797.12	\$21,968	\$844.92
Lieutenant	19,868	764.15	21,059	809.96
Firefighter	17,172	660.46	18,202	700.08
Insp/Mech start	18,877	726.04	20,010	769.62
after 1 yr.	19,834	762.85	21,024	808.62
after 5 yrs.	20,626	793.31	21,864	840.92

15th yr. Personnel

Captain		\$21,328	\$820.31	\$22,608	\$869.54
Lieutenant		20,446	786.38	21,673	833.58
Firefighter		17,688	680.31	18,749	721.12
Insp/Mech	start	19,427	747.19	20,593	792.04
	after 1 yr.	20,411	785.04	21,636	832.15
	after 5 yrs.	21,227	816.42	22,501	865.42

EVIDENCE

The parties at the hearing submitted into evidence economic and factual data, statistics and other pertinent documents, etc. in support of their positions regarding their final offers. At the time of the offer the representatives of the parties explained and described each exhibit or had a witness to do so.

The City submitted documents consisting of 20 Exhibits and Supporting Documents thereto, consisting of 15 documents approximately 115 pages and the Union submitted 47 Exhibits consisting of approximately 48 pages plus a copy of the 1978-79 agreement of the parties consisting of approximately 31 pages.

I have attempted to carefully read and analyze the evidence and documents submitted by both parties with emphasis being placed upon those portions pointed out by the parties in their arguments at the hearing and in their briefs and have arrived at the following findings and conclusions.

The Act provides guidelines for the arbitrator in making his decision. These guidelines state that he shall give weight to the lawful authority of the employer, stipulations of the parties, ability to pay, cost of living, comparisons with other employees generally in comparable communities, and other facts that are normally or traditionally taken into consideration in determining the wages, hours, and

conditions of employment in the public and private sectors. In his decision herein the arbitrator has considered all of the above factors wherein evidence was presented which the arbitrator could consider and weigh as to value and merit.

CITY'S POSITION

The City uses as its comparison the Firefighter's wages with other Wisconsin cities, cities with a population range of 35% above and below Janesville's population. The cities of Brookfield, Waukesha and Wauwatosa were not included in this list since the City contends that none of them are classified as a "Central City", but are instead an integral part of the Milwaukee urban area. These cities used as comparables by the City were:

<u>Cities</u>	<u>1978 Estimated Population</u>	<u>No. In Bargaining Unit</u>
Appleton	61,416	92
Oshkosh	50,259	88
Janesville	50,135	68
Eau Claire	48,880	74
Sheboygan	48,371	84
LaCrosse	48,332	99
Fond du Lac	36,205	69
Beloit	34,772	60
Wausau	33,164	54
Manitowoc	32,957	48

The City in using the maximum salary for a Firefighter in 1980 for comparison sets forth that the Janesville Firefighters rank first out of the ten cities shown and the minimum comparison shows Janesville Firefighters ranking 4th.

In comparison with the private sector the Janesville Firefighters earned more than production workers in the private sector by some \$17 and that since January 1980 weekly earnings of production workers in Janesville have decreased each month down from \$314.00 to \$283.00 per week.

In addition thereto the City contends that with the City's offer, Janesville will have the highest paid Firefighters, Lieutenants and Captains of the ten comparable cities.

The City further submitted exhibits to show that the average salary increase for a Firefighter in its ten comparable cities was 8.42% for 1980. Union exhibits show that Brookfield, Waukesha and Wauwatosa 1980 salary increases amounted to 8.0%, 8.1% and 7.0% respectively. City exhibits according to the City show that in a nine year comparison of Janesville Firefighters and Police Officers the City offer would continue the same salary spread. In addition thereto the City argues that 68% of the Firefighters receive premium pay while Police Officers do not.

In regard to the Consumer Price Index Janesville is classified as a "Non-Metro Urban Area" for CPI purposes, "Non-Metro Urban Areas" being cities with an urban population of less than 75,000. The increase in the CPI was 12% for all urban consumers in Non-Metro Urban Areas for the 12 months ending December, 1979.

In its brief the City summarizes that the City offer would increase wage costs alone by 10.53% and the Union offer would increase wage costs alone by 11.83%. The increase in wages will cost the City an additional \$124,327.15 for the City's offer and an additional \$139,711.00 for the Union's offer or a difference of \$15,384.00.

### UNIONS POSITION

The Union submitted a list of comparable cities to Janesville to support its demands which were within a 30% population range of Janesville. These cities were the same as submitted by the City plus Brookfield, Waukesha and Wauwatosa but excluding Wausau and Manitowoc.

The Union contends that its exhibits show that historically Janesville Firefighters have been ahead of Beloit Firefighters, but because of the small increase given to the Janesville Firefighters in 1979 Beloit went ahead of Janesville for the first time and that Beloit being only 10 miles away is one of the most comparable of all the cities. Therefore if the Union's request were granted it would at least draw the two cities nearly even while the City's proposal would do nothing to reestablish their previous relative positions.

Regarding the issue of parity between Firefighters and Policemen the Union argues that the City's exhibits are incorrect and fail to include policemen who receive premium pay as members of special services. Other inaccuracies are also alleged.

Pertaining to the comparison between the wages in private industry and the Firefighters the Union contends that City's figures although they show the average figures of both they fail to show that the relationship of the Firefighters to production workers in Janesville is worse than that of the relationship of the firefighters and production workers in any of the other comparable cities.

The Union sets forth that during the period of 1967 through 1972 the Firefighters realized a growth in real spendable earnings but since 1972 the real spendable earnings remained relatively constant until 1979 when the Firefighters received only a 2.5% increase and the CPI increased 7.7%. In 1979 the Union

contends the CPI rose 13.3% and that neither the City or Union proposals will make up the loss caused by inflation.

The Union argues that the issue of longevity is also to be decided in this arbitration. The City admits that more pay should be given to Captains and Lieutenants in that it offers them 2% more in their final offer but the inspector and mechanic are left out of the City's offer. The Union points out that the longevity system is already in effect and that its new proposal would affect only a small percentage of the bargaining unit, but the City's offer discriminates against the inspector and mechanic by ignoring these positions.

The Union further contends that during the pendency of this arbitration inflation is continuing to spiral and that for the year prior to April, 1980 it had risen 14.7%.

In addition to the above, both the City and the Union set forth additional evidence and statistics supporting their positions and also set forth objections to the accuracy, completeness, relevancy and misleading information data submitted into the record by the other side.

#### ANALYSIS AND CONCLUSION

I find very little to chose from between the comparables submitted by the parties. However, the arbitrator herein is inclined to accept the Union's presentation since very little if any evidence was submitted by the City to support its position that Brookfield, Wausau and Wauwatosa should be excluded since they are considered not to be classified as a "Central City" as are the other cities on their list.

As the Company contends, the only issue before the Arbitrator is wages. The City's offer would increase wages by \$124,327.15 to \$1,305,547.00 in 1980 while the Union's offer would increase the wages by \$139,711.00 to \$1,320,930.00

for 1980 or a difference between the two offers of \$15,383. Although the amount herein appears to be small it is the duty of this arbitrator to select the one which appears to meet the criteria set forth by the Act.

It is the finding of the arbitrator herein that based on the record as a whole and with due consideration being given to the evidence and arguments presented by the parties and considering the factors to be considered by the Act I must select the Union's final offer to be preferable to that of the City based on the following:

(1) At no time has the City raised an issue as to its ability to pay or the welfare and interest of the public.

(2) A great deal of the City's evidence was based on minimum and maximum pay grades which do not reflect a true picture of the entire wage structure.

(3) Very little relevant evidence was submitted or offered as to the reasons why the inspector and mechanic would be denied any wage increases under the City's proposal.

(4) Although the Union proposal would give to the Lieutenants and Captains a greater percentage increase than granted percentagewise to the Firefighters, testimony revealed that this was voted upon by the membership and since no counter evidence was submitted why this should or could not be done I see no objection to its acceptance by the City.

(5) During the previous contract the Union received only a 2.5% increase in the 2nd year of the contract and the wage reopener was not enacted because the inflation rate rose 7.7% rather than 8% thereby not permitting the reopener clause to become activated.

(6) Although the arbitrator feels that the Presidential wage guidelines must be seriously considered and weighed these guidelines are in this case outweighed by other factors. It is common knowledge that very few contracts in the public and private sector have been below these guidelines and many of the more recent settlements have exceeded 18%. This in no way, however, can be blamed on the City but in any event it is an important factor which must be considered. To compel one group of employees to be bound by these guidelines while allowing other groups to ignore them would be unfair and unjust. However, it would also be illogical to ignore these guidelines entirely as it would further add to the spiral of inflation. Here as the evidence shows there is little difference percentagewise between the parties proposals, approximately \$15,500 out of a total package of over \$1,300,000 and the City in its brief voices no strong position regarding the CPI issue. The Union further argues that this amount can almost be completely reduced by the interest it has been receiving on the money being held by the City.

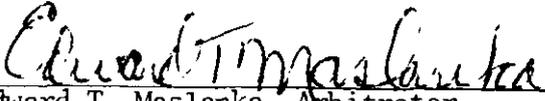
Although the City has submitted meritorious arguments and evidence supporting its position concerning certain portions of its proposal such as continuing the same salary spread between the Firefighters and the Police Patrol Officers, the longevity item, firemen's premium pay and several others, based on the record as a whole and following criteria set forth by the Act I must and do conclude that the Union's position is more meritorious and should be supported.

#### AWARD

Having considered the issue in the light of all the evidence presented, the arguments and the statutory criteria for decision, the arbitrator herein

concludes that the Union's position is more meritorious and should be supported. Based on all these factors the final offer of the Union is selected and must be implemented by the City.

Respectfully submitted,

  
Edward T. Maslanka, Arbitrator  
7 South Dearborn Street  
Chicago, Illinois 60603

DATED: 8/4/80