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City of Merrill (Fire Department)

and

International Association of
Professional Firefighters
Local 847

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WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

WERC Case #XV
No. 25839 MIA-489
Decision No. 17907-A

INTRODUCTION

The City of Merrill (hereafter City) and the International Association of Professional Firefighters, Local 847 (hereafter Union) reached impasse in their negotiations over a new collective bargaining agreement and the Union petitioned the Wisconsin Employment Relations (WERC) for a final and binding arbitration. Arlen Christenson of Madison, Wisconsin, was selected to arbitrate. A hearing was held in Merrill, Wisconsin, on October 10, 1980, at which time the parties had full opportunity to present evidence and argument. Post hearing briefs were filed with the arbitrator by October 20, 1980.

APPEARANCES

Harry R. Hertel, Rogers and Hertel, Attorneys at Law, appeared for the Union.

Glenn H. Hartley, Schmitt, Hartley and Arndorfer, S.C., Attorneys at Law, appeared for the City.

FINAL OFFERS

A. Merrill Firefighters

1. Emergency Medical Technician (EMT):
\$3.00 per day for first response only
(2 people only)
2. Lieutenant:
\$30.00 per month adjustment, prior to 1/1/80 salary increase
3. Proposals retroactive to 1/1/80

B. City of Merrill

1. No EMT pay

2. Lieutenant:

\$25.00 per month adjustment, effective 6/1/80,
after 2% increase implemented

DISCUSSION

The parties are not far apart in dollars. The cost of the Union's final offer exceeds that of the City by only \$2,850. The difference consists of the Union's proposal for an extra \$3.00 per day for each of two persons assigned to Emergency Medical Technician (EMT) duty and the variance between the two offers in the amount and timing of a pay adjustment for the three Lieutenants in the department.

EMT Pay

The parties have agreed on the base pay for all members of the bargaining unit except the Lieutenants. The Union contends, however, that when bargaining unit members serve as EMT's they should be paid extra. The Union's primary argument is that every other city which staffs an ambulance service with firefighters "pays an increased benefit to the on duty EMT." The City argues that such an extra payment is not called for. It contends that neither Ashland nor Rhinelander pay extra for this assignment. From the record it appears that while neither of these departments has a provision for paying for EMT duty as such, firefighters who serve as EMT's may, at least in some cases, receive "acting" pay for the higher classification of "driver."

The City argues that the Union's EMT pay proposal is actually a disguised across the board pay increase. This is because all of the firefighters rotate through EMT duty at some time in the year. (The only exceptions are two

firefighters who have not yet been able to take the EMT training course.) In fact, the members of the Merrill department rotate through all of the jobs in the department. They are employed by the Fire/Ambulance department as firefighters and ambulance attendants. Unlike many departments, the Merrill department does not have separate classifications for drivers or motor pump operators. Neither is there a separate classification for ambulance attendants. The Union's final offer thus calls for a change in the structure of the department in this regard.

I am persuaded that the City's position on this issue is more reasonable. The primary argument the Union advances for the concept of extra pay for EMT's is that other departments pay it. Other departments, however, are structured differently. None of them have a structure that rotates all firefighters through the ambulance attendant job. Moreover, there is no evidence that the job of ambulance attendant is more demanding or requires more skill than that of firefighter. The evidence is not persuasive that EMT pay is appropriate.

Lieutenant's Pay

The Union and the City are agreed that the Lieutenants in the department should receive a pay adjustment in addition to the increase agreed upon for the department generally. They differ, however, on the amount of the increase.

The parties are at odds over what other cities should be compared with Merrill in an attempt to resolve this issue. The Union argues that Wausau, Stevens Point, and Marshfield are comparable because of their geographic proximity. The City contends that they are not comparable because they are larger and wealthier. Instead the City cites Ashland, Rhinelander and Rice Lake as comparable

because of their size despite their relative distance. In fact all of the cities cited by the parties are in some degree comparable and reference to their salary structure is relevant to this proceeding. Such reference is of little help in distinguishing the two final offers, however, because either offer places Merrill about where one would expect it to be given its size, resources, and the nature of its department. To choose one over the other on the basis of external comparables is difficult to say the least.

Both parties also cite internal comparables in support of their position. The City argues that the wage increase in its final offer is larger than that negotiated with any other bargaining unit in the City at both the firefighter and Lieutenant level. The Lieutenant's pay would increase by 10.5% under the City's offer and firefighters by 9.26%. The highest percentage increase for other bargaining units was the 9% negotiated with the Police Association. The Union contends that its offer will place Lieutenants closer to parity with Sergeants in the police department. Moreover, the Union argues, non-union employees of the City received wage increases averaging 11.72%. The City points out, however, that the non-union wage increase included adjustments based on a study commissioned by the City and found necessary to bring salaries for some positions up to competitive levels.

The most significant internal comparables are the settlements with other bargaining units. The Union has negotiated a general wage settlement slightly in excess of those reached with other units. The parties are agreed that the Lieutenants should receive even more. The City's offer is closer to the internal comparables. On this score it appears to be slightly preferable.

The Union argues persuasively that the cost of living criterion favors its final offer. Though neither offer matches the rise in the cost of living as measured by the Consumer Price Index, the Union's comes closer. It seems clear that neither party considers it feasible to attempt to keep fully in step with the Consumer Price Index. For a variety of reasons this seems to be generally true around the country. The fact remains, however, that the Union's final offer is closer to the inflation rate.


CONCLUSION

It is my obligation as arbitrator to select one or the other of the final offers before me in its entirety. So little separates the offers that the choice is difficult on that ground alone. Moreover, both parties have made out persuasive cases. In my judgment, however, the City's final offer is slightly preferable. The Union's proposal for EMT pay seems inconsistent with the structure of the fire/ambulance department and the nature of the job for which the members of the bargaining unit are hired. The City's offer with respect to Lieutenant's pay is slightly better than the Union's based on internal comparables. For these reasons my Award is that the City's final offer should be adopted.

AWARD

It is my Award that the City's final offer should be and is hereby adopted and shall be made a part of the collective bargaining agreement between the parties.

Dated this 1st day of December, 1980.


Arlen Christenson, Arbitrator