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STATE OF WISCONSIN
BEFORE THE ARBITRATOR

AUG 13 1981

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the Matter of the Arbitration Between
LOCAL 415, INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, AFL-CIO
and
CITY OF WAUSAU (FIRE DEPARTMENT)

Case XIX
No. 27208 MIA-530
Decision No. 18539-A

APPEARANCES:

LeRoy Waite, representative, International Association of Firefighters, appearing on behalf of Local 415, International Association of Firefighters.

Mulcahy & Wherry, S.C., by Ronald J. Rutlin, appearing on behalf of the City of Wausau (Fire Department).

ARBITRATION HEARING BACKGROUND:

On March 31, 1981, the undersigned was notified by the Wisconsin Employment Relations Commission of appointment as arbitrator pursuant to Section 111.77(4)(b) of the Municipal Employment Relations Act in the matter of impasse between Local 415, International Association of Firefighters, referred to herein as the Association, and the City of Wausau, referred to herein as the Employer. Pursuant to statutory requirements, the undersigned is limited in jurisdiction of selection of either the final offer of the Association or that of the Employer. Hearing was conducted on May 7, 1981, at Wausau, Wisconsin at which time the parties were present and given full opportunity to present oral and written evidence and to make relevant argument. Proceedings were not transcribed, but post hearing briefs were filed with and exchanged through the arbitrator on June 15, 1981.

THE ISSUES:

The issues of insurance, duration and wages remain at impasse between the parties. The final offers of the parties are attached as Appendix "A" and "B".

STATUTORY CRITERIA:

In determining which final offer is to be selected in this dispute, the undersigned is directed by Sec. 111.77(6) to give weight to the following criteria:

- (a) The lawful authority of the employer.
- (b) Stipulations of the parties.
- (c) The interests and welfare of the public and the financial ability of the unit of government to meet these costs.
- (d) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding

with the wages, hours and conditions of employment of other employees 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 employees, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
- (g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- (h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collectible bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

POSITIONS OF THE PARTIES:

The Association: Arguing against the Employer's proposal pertinent to which communities should be considered comparables, the Association contends the Employer's comparables are an attempt to "price fix" the wages paid all employees within Marathon County. Further, the Association argues that those communities outside of the County to which the City attempts comparisons are not appropriate since they contain less population, fewer number of operating stations, and less personnel within the stations. Thus, the Association concludes, its comparison proposal of communities throughout the State which are more similar in the number of people employed and the number of stations operating is more appropriate.

The Association declares there is strong support for its position since it must be remembered that its last contract was agreed upon when it and other unions within Marathon County attempted to abide by the presidential guidelines. Thus, the Association contends the increases it received in 1979 and 1980 are increases which were well below the cost of living increase and below what private industry wage increases not restricted to the presidential guidelines were.

Further, the Association avows that its offer does not exceed the 1980 Consumer Price Index increase which lends more support to acceptance of its offer. Contending that the Personal Consumption Expenditure Survey which the Employer proposes as an index measuring the cost of living increases in the past year is not a proven index, and that it has not been used in the negotiation process, the Association declares it should not be considered as an appropriate index measuring the cost of living. The Association continues the increases it has received in wages have continued to fall behind the Consumer Price Index over the past five years. Thus, concludes the Association, there is adequate reason to support its proposal.

Finally, the Association states a previous arbitration award in the City of Kenosha ruled against the firefighters because the wage rates paid the firefighters were comparable to the rates paid in the private sector. The Association declares this situation

does not exist in Wausau. The Association contends its employees have been paid substantially below the private sector wage rates. Therefore, concludes the Association, its offer is the most reasonable.

The Association seeks full payment of the insurance premiums. It states its position is supported by comparables which indicate they are behind in both benefits and the amount of money paid for such benefits by the Employer. The Association continues the City's argument, which attempts to maintain consistency within the bargaining units, allows the City to bargain with the weakest group within the bargaining units, secure its proposal and then force all other units to fall in line if arbitrators use consistency as the sole determinant of which offer is the more reasonable.

The Association argues strongly against the Employer's proposal for a two year duration clause with reopeners on wages and two other items. The Association states there have been a number of changes within the Department, including the hiring of a new fire chief, and that while there may not be a problem at the moment it is likely that a number of issues will emerge under the new management. It contends the reopener restriction would then create a serious problem. The Association continues that multi-year contracts with reopeners should only occur when it is a part of a voluntary settlement.

The Association argues that in addition to opposing the clause on its merits, duration clauses could be considered permissive subjects of bargaining. If it is, the Association states, the Employer's offer should be rejected since the clause has been included in the offer. Finally, the Association contends its one year proposal does not affect the City's functions nor does it affect the ability of the City to carry out public policy, therefore it should be the most reasonable one.

The Employer: The Employer contends there should be two sets of comparables considered by the undersigned. Most importantly, the Employer believes the historical relationship existant between the City of Wausau and Marathon County must make Marathon County the primary comparable. It notes that due to policy decisions made between the City and County there has been an effort to combine governmental services and to treat all employees equally in both units of government. It continues the two units have made a continuing effort to establish a wage relationship among the protective services over the past six years. It notes there have been some differences, but essentially the relationship exists.

The Employer asserts the appropriate pool of outside comparables includes the communities of Antigo, Marshfield, Merrill, Rhinelander, Stevens Point, and Wisconsin Rapids. The Employer contends these communities are the appropriate pool of comparables since they meet the criteria established as important through previous arbitrations. It notes these communities are geographically close to Wausau; are the largest communities within a 50 mile radius of the community; compose the Central Wisconsin Labor Market, and have traditionally been used as comparable communities in its bargaining relationships. The Employer continues that in addition to individuals competing naturally for jobs in the area, the communities have similar sized departments and similar sized populations which frequently means the departments offer the same level of services.

The Employer rejects the Association's proposal regarding comparable communities. It notes the Association proposed cities throughout the State as comparables and argues the Association has offered no evidence establishing common economic experiences among them.

The City argues that its offer provides essentially the same increase in wages as has been offered to other bargaining units within the City and the County. The Employer continues this offer thus maintains the relationship which has existed between the governmental units and its support for acceptance of the Employer's offer. The Employer continues that acceptance of any other offer would damage the historical relationship between the governmental units and would affect labor stability within the area.

The Employer asserts the comparisons made with communities outside the primary comparable indicate the City adequately maintains its rank and, in fact, improves its comparative status under its offer. The Employer notes it is especially significant that the firefighters' salary rank is maintained since 53% of the Wausau bargaining unit is that classification. The Employer continues its offer also maintains the comparative rank for the motor pump operators and the lieutenant classification and improves the captain's rank. Finally, the Employer states its offer exceeds the average monthly rates at all positions among the comparable communities except for the captain classification and within this bargaining unit only one employee holds that position. The Employer then avows that more weight should be given to improvement in status for the majority of employees rather than a few.

The Employer also argues that its offer exceeds, or is close to, the average dollar and percentage increases offered in the comparable communities. It notes the Union's demand is in excess of these voluntarily agreed to increases.

Finally, the Employer concludes its offer is more reasonable because there has been stable employment within the fire department. It notes this has occurred despite the County having an unemployment rate well above the State's unemployment rate.

The Employer continues its fringe benefit offer, when considered as part of the total compensation, is supported by its primary comparable. Again referring to the relationship between the City and the County, the Employer states it has attempted to establish a policy of providing similar fringe benefits for employees. It notes that a comparison of the bargaining units within the two governmental units indicates few differences, if any, in fringe benefits in the areas of longevity, dental insurance, WRF, paid holidays, sick leave accumulation, payout of sick leave on retirement, funeral leave and vacation. It continues the health insurance proposal it has made is consistent with the health insurance which has been offered and provided to the other employees within the County.

The Employer notes too that its fringe benefit offer is reasonable when compared with other communities. It notes there are few differences between the benefits offered by the Employer and the benefits that others enjoy within the comparable communities. The Employer adds that a review of the comparable communities' language agreeing to payment of the premium supports its offer in terms of a percentage contribution and that its 90% contribution coincides with a majority of the other communities' contributions. Thus, concludes the Employer, not only is there support for its offer, but the Union's offer is totally unsupported.

The Employer costs its proposal as both a year end to year end cost and actual cost amount. As such, the Employer states its actual cost offer is 9.98% while the Union seeks an 11.04% increase. The Employer declares that even at the actual cost figure its offer is the more reasonable one since it compares more favorably with the percentage increases established as a pattern

throughout the City and County and among comparable communities. The Employer states it also compares favorably to the cost of living increases in the last year.

The Employer argues the Consumer Price Index which has been the index most used by bargaining units, does not provide an accurate measurement of inflation. It notes the CPI is based on a fixed market basket of goods established in 1972-1973, that it does not take into account the shift in buying patterns of the consumer nor the shift in quality provided by American technology, it does not measure the changes in consumer preference, it fails to adjust adequately for higher prices that are the result of improved quality, and it exaggerates the cost of housing which thus makes it an index whose validity could be questioned. The Employer continues that the Public Consumption Expenditure Survey is a more accurate measurement of the cost of living since it utilizes actual consumer spending patterns to evaluate the various categories of expense. According to the Employer, it measures the price of goods and services which are currently purchased by the consumer and therefore reflects a more accurate cost of living.

The Employer states that if the PCE is used instead of the CPI there is even more support for its offer. It notes the PCE measured the cost of living increase in December, 1980, at 10.12%. Thus, the Employer's offer of 9.98% is closer to the PCE increase than the Union's offer of 11.04% concludes the Employer.

The Employer rejects the Association's argument that it has continued to lose purchasing power over the past five years with its agreements as the result of the past inflationary increases. The Employer notes the national experience is such that inflation has had the same impact on all other American workers. Thus, the relative decrease remains unaffected.

The Employer states that some arbitrators have begun to rely upon local settlements as an indicia of the area's cost of living since there are questions regarding both the Public Consumption Expenditure Survey and the Consumer Price Index. The Employer continues that if this indicia is used again its offer is the most reasonable offer since the average wage settlements for the Central Wisconsin Labor Market are in the vicinity of 9.58% for 1981.

The Employer contends one of the most important statutory criteria which the undersigned must consider is the interest and welfare of the public criteria. It declares that only promotion of labor stability can provide for the best interest of the public. It continues the stipulations reached this year illustrate there were a significant number of issues discussed by the parties during the negotiations and that testimony showed the Union had made 35 original proposals while the City made 12. The Employer concludes this type of burden placed upon the City should it have to return to the bargaining table immediately after the issuance of this award does not promote labor stability nor serve the best interests of the public.

Rejecting the Association's argument that a limited number of reopeners would not permit full discussion of all the issues which may prevail in the upcoming year, the Employer contends that any changes which would be made by the new chief would have to be bargained since the City has a duty to bargain the impact of all changes that affect wages, hours or conditions of employment. Thus, concludes the Employer, a two year contract with a reopener on wages, insurance and two additional items by each party reasonably allows for discussion of issues which have not been handled during these negotiations and provides the needed labor stability which impacts on the public's interest. Finally,

the Employer concludes it is not unusual for the parties to have two year contracts. In the past they have had two year contracts with reopeners in the second year for as far back as ten years. Thus, concludes the Employer, its offer is the more reasonable offer and will more effectively promote the interests and welfare of the City of Wausau.

DISCUSSION:

The Comparables: The parties differ on the communities which they consider comparable. The Employer has argued that the primary comparables should be those bargaining units within the City of Wausau and within Marathon County since there have been historical bargaining relationships among these bargaining units due to the fact that the personnel department is the same for both the City and the County. Additionally, the Employer proposes there has been a continued reliance upon comparing the wages paid within the communities of Rhinelander, Merrill, Antigo, Marshfield, Stevens Point and Wisconsin Rapids to the wages paid in Wausau. The Association, on the other hand, proposes a number of communities which it contends are more similar in size and function to the Wausau Fire Department. The Association argues the communities suggested as comparable by the Employer are much smaller and do not provide the same services.

The undersigned finds the unique relationship between the City of Wausau and Marathon County demands primary consideration be given to an analysis of the final offers relative to the offers accepted by other bargaining units within those two governmental units. Further, however, while the Employer states there has been a continued reliance upon the outside communities as comparable communities, the undersigned finds not only are all of the communities proposed by the Employer smaller than the City of Wausau both in population and in department size, but a number of them are significantly smaller than the City of Wausau. Therefore, in regard to the communities proposed by the Employer, the undersigned has primarily compared Wausau with the Cities of Stevens Point, Wisconsin Rapids and Marshfield. The undersigned notes that by the time one compares data from the City of Wausau with the City of Marshfield, the population of the City of Wausau doubles that of the City of Marshfield and subsequently it is likely that the services demanded are different.

In regard to those communities proposed by the Association, the undersigned finds there is not enough criteria available which establishes these communities as similar for comparison purposes. They are located throughout the State of Wisconsin, are of varying sizes, have various equalized valuations, are located in the areas of the State where other economic factors would impact upon the departments and create a number of other problems. Therefore, while the undersigned agrees with the Association that it would be more appropriate to compare departments of equal size and equal function, it appears to be extremely difficult to do so given the location of the City of Wausau within the State.

General Discussion: While there are three issues at impasse between the parties, the undersigned finds the critical issue is that of wages. Thus, on the basis of the wage issue alone, the undersigned finds that the Employer's offer is the more reasonable offer. Following are the reasons for the conclusion drawn.

On the basis of population, equalized valuation, and full value tax rate, it appears the City of Wausau could be more of a wage leader than it currently is. However, the task of deciding who should be the wage leader within a given area does not fall to

that of the arbitrator, but is a function of the strength of the bargaining parties. Relying, then, upon comparisons of settlements reached among the bargaining units of the City and County and the compensation paid employees in other fire departments doing similar work, some differences were discovered. The undersigned finds the percentage settlements accepted by the bargaining units within the City and County similar to the percentage and dollars offered by the Employer. This must be given consideration when it is determined which of the final offers is more reasonable.

The comparison of Wausau's wage rates with other fire departments' rates in the comparable communities indicates Wausau's rate for firefighters compares favorably with the other communities. While Wisconsin Rapids has a higher maximum rate, it is noted the rate is reached within five years compared to the maximum rate established in the City of Wausau reached at the end of two years. Thus, if Wisconsin Rapids' data were available showing the dollar amount paid to firefighters at the end of two years, it is likely the City of Wausau has the top firefighters' salary for the area in 1980. The final offers of the parties in 1981 would maintain that same situation. The undersigned finds that the wage rate offered by the Employer maintains the same percentage spread between the salary paid in Wisconsin Rapids and the salary paid at the step just below Wausau while the Association's offer significantly moves the rate ahead.

The undersigned finds that while the Employer's offer maintains the same rankings and percentage spread relative to the motor pump operator and lieutenant positions, the rates paid those classifications in Wausau are lower than the rates paid in the smaller comparable communities. The captain's classification under both offers results in Wausau's rate growing further apart from the rate paid that classification in other communities. Both offers result in the rate being maintained in the fourth position, but the percentage spread increases from 18.1% in 1980 to 22.2%, if the Union's offer is accepted, and to 24.5%, if the Employer's offer is accepted.

The undersigned notes the Employer contends it has made its final offer on a percentage basis so it will have the opportunity to improve the spread between the interdepartmental classifications. However, the undersigned does find the rates of pay for the motor pump operator, the lieutenant's position and the captain's position significantly below where one would normally expect them to be in relationship to the other communities. Important to note in this finding, however, is there is no significant change in rank nor in the spread of compensation between the community immediately above Wausau and the community immediately below Wausau in their classification rate pay if the Employer's offer is awarded. Further, the Union's offer makes no effort to address these inequities alone. Additionally, the Employer's offer provides comparable compensation at the firefighter rate where a majority of the employees are classified. Thus, on the basis of the wage offer itself, there is nothing to indicate that there is support for the Association's offer.

A review of the total compensation both within the City and County and within the comparable communities indicates that the Employer's offer is equal to, if not better than, the benefits that are received by the other bargaining units. While the undersigned notes the Association argues less money is paid for its insurance premiums than in other bargaining units, there is no indication that the insurance benefits are less or that the City has been able to arrive at a similar benefit plan to the County's which simply costs less. Therefore, while the dollar amount offered by the Employer may be less in some instances, the majority of bargaining units within the City and County and the majority of

comparable communities pay only 90% of the health insurance premium. Thus, the undersigned concludes the Employer's offer in regard to the health insurance benefit is the more reasonable offer.

In comparing the final offers of the parties as they relate to the cost of living increases, the undersigned finds the Employer's offer, both as to wage increases and health insurance compensation, is reasonable. As has been noted by this arbitrator and others, there are problems inherent in relying solely upon measuring the cost of living increases either by the Consumer Price Index or by the Personal Consumption Expenditure Survey. Thus, the undersigned views the wages offered in comparable communities and accepted as voluntary settlements as an appropriate indication of the cost of living within the area. Thus, based upon these conclusions, the undersigned finds the Employer's offer more nearly coincides with those settlements arrived at voluntarily within the area.

As to the duration issue, the undersigned finds that while the Association contends there are a number of issues which should be discussed in the upcoming year, six months have already passed since the previous contract expired and there is relatively little time left for implementation of this contract. The Employer, by offering a reopener on wages, insurance and two other language items, has offered a reasonable compromise to allowing opportunity for the implementation of the contract and opportunity to determine whether or not agreements reached by the parties are actually effective. Thus, the undersigned finds that the Employer's offer lends itself to greater labor stability. Additionally, the undersigned rejects the Union's contention that the Employer's offer should be rejected since duration could be considered a permissive subject of bargaining. This question is more properly under the jurisdiction of the Wisconsin Employment Relations Commission and should be resolved through a declaratory ruling rather than under the arbitrator's jurisdiction.

Thus, having reviewed the evidence and arguments and after applying the statutory criteria and having concluded that the Employer's offer is the more reasonable offer, the undersigned makes the following

AWARD

The final offer of the Employer, along with the stipulations of the parties which reflect prior agreements in bargaining, as well as provisions of the predecessor collective bargaining agreement which remained unchanged during the course of bargaining, are to be incorporated in the collective bargaining agreement as required by statute.

Dated this 12th day of August, 1981, at La Crosse, Wisconsin.


Sharon K. Imes
Arbitrator

CHARLES C. MULCAHY
 MICHAEL R. WHERRY
 PERRY H. FRIESLER
 DENNIS J. MC NALLY
 JAMES L. EVERSON (1924-1977)
 THOMAS P. CUSKOWSKI
 JOHN T. COUGHLIN
 JOHN F. MALONEY
 RONALD J. RUTLIN
 MICHAEL L. BOSMAN
 DENNIS W. PADER
 WILLIAM J. MULLIGAN
 JAMES A. WILKE
 MARK L. OLSON
 PAUL R. SCHILLING
 STEPHEN L. WELD

February 27, 1981

ROBERT W. MULCAHY
 EDWARD J. WILLIAMS
 MICHAEL E. PERINO
 JOHN M. LOOMIS
 MARK A. PETERSON
 DEAN R. DIETRICH
 RICHARD A. ENGELBRECHT
 JONATHAN A. MULLIGAN
 DIANA L. WATERMAN
 STEVEN A. VEAZIE
 MICHAEL J. BURKE
 THOMAS E. GRIGGS
 GARY M. RUESCH
 DENNIS M. WESOLOWSKI
 BRUCE A. BARNER
 OF COUNSEL
 RAY P. WHERRY

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FEB 28 1981

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

PLEASE REPLY TO:
 P.O. Box 1004
 Wausau, WI 54401

Robert M. McCormick
 Investigator
 Wisconsin Employment Relations Commission
 14 West Mifflin Street, Suite 200
 Madison, WI 53703

Re: City of Wausau (Fire Department)
 Case XIX No. 27208 MIA-530

Dear Mr. McCormick:

Enclosed please find the City of Wausau's second revised final offer to the Wausau Firefighters' Association Local 415, IAFF. Our original final offer contained a 9% wage increase effective 1/1/81 and an additional 1% (on 1980 year end rates) effective 7/1/81. The first revised final offer represented an 8 1/2% increase effective 1/1/81 and an additional 2% increase (on 1980 year end rates) effective 7/1/81. The second revised final offer represents a 9% increase effective 1/1/81 and an additional 1 1/2% increase (on 6/30/81 rates) effective 7/1/81 with the addition of two articles to be selected by the parties in the reopener section of the Duration Article. All other provisions are the same.

Very truly yours,

MULCAHY & WHERRY, S.C.

Ronald J. Rutlin
 Ronald J. Rutlin

RJR/gw

Encl.

cc:Mr. Knoeck
 Mr. Stone
 Personnel Committee
 Mayor Kannenberg
 Mr. Schultz

MILWAUKEE OFFICE 815 EAST MASON STREET SUITE 1600 MILWAUKEE WISCONSIN 53202 • 414 278 7110 • CABLE ADDRESS MULAW
 EAU CLAIRE OFFICE 409 SOUTH BARSTON STREET EAU CLAIRE WISCONSIN 54701 • 715 839 7786
 GREEN BAY OFFICE 414 EAST WALNUT STREET GREEN BAY WISCONSIN 54301 • 414 435 4471
 MADISON OFFICE 110 EAST MAIN STREET MADISON WISCONSIN 53703 • 608 251 4670
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 WAUSAU OFFICE 409 THIRD STREET WAUSAU WISCONSIN 54401 • 715 842 0502

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FINAL OFFER OF THE CITY OF WAUSAU TO WAUSAU FIREFIGHTERS ASSOCIATION
LOCAL 415, IAFF

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

1. Revise ARTICLE 20 - INSURANCE to read as follows:

"The City agrees to pay ninety percent (90%) of the cost of the medical and hospital insurance program. Probationary employees must indicate whether or not they desire to be covered by the City's medical and hospitalization insurance program within the first thirty (30) days of employment, with coverage to be effective upon the sixty-first (61st) day of employment. No employee shall make any claim against the City for additional compensation in lieu of or in addition to the City's contribution because he does not qualify for the family plan. The City may change insurance carriers and/or self-fund its insurance program so long as benefits equal to those currently in effect are maintained. The Union shall be provided a copy of coverage information a minimum of thirty (30) days prior to any change. Employees are also eligible to participate in the group life insurance program."

2. Revise ARTICLE 31 - DURATION to read as follows:

"A. Term: This Agreement shall become effective as of January 1, 1981 and shall remain in full force and effect through December 31, 1982, and shall renew itself for additional one-year periods thereafter, unless either party, pursuant to this Article, has notified the other party in writing that it desires to alter or amend this Agreement prior to the end of the contract period. In addition, this Agreement shall remain in full force and effect until a subsequent Agreement has been reached between the City and the Union.

B. Timetable for Conferences and Negotiations:

Step 1: Submission of Union bargaining requests in writing to the City on or before July 1, 1982.

Step 2: The City shall advise the Union by August 1, 1982 of its proposals.

Step 3: Negotiations shall begin after the response of the City, but in no event later than August 15, 1982.

This timetable is subject to adjustment by mutual agreement of the parties.

C. Reopener: In accordance with the procedure set forth in subsection "B", Timetable for Conferences and Negotiations, this Agreement shall be reopened on July 1, 1981 with the

sole issues subject to negotiation being monthly wages, and Article 20 - Insurance and two additional Articles to be selected by each party.

3. Revise the Monthly Wage Schedule to provide as follows:

	<u>1/1/81</u>	<u>7/1/81</u>
Captain, Fire Inspector* and Mechanic*	\$1508	\$1531
Lieutenant	1472	1494
Motor Pump Operator	1425	1446
Firefighter	1390	1411

*Add \$15.00 for reduced holiday allowance negotiated 1/1/79.



Wausau Fire Fighters Association
Local No. 415

Affiliated With

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS - PROFESSIONAL FIRE FIGHTERS OF WISCONSIN
 AMERICAN FEDERATION OF LABOR - STATE FEDERATION OF LABOR - MARATHON COUNTY LABOR COUNCIL
 CENTRAL WISCONSIN PROFESSIONAL FIRE FIGHTERS ASSOCIATION

Wausau, Wisconsin 54401

SECRETARY'S ADDRESS

P.O. 1561 Wausau

Feb. 26, 1981

Mr. Robert McCormick
 Wisconsin Employment Relations Commission
 14 West Mifflin St.-Suite 200
 Madison, Wisconsin 53703

Feb. 26, 1981

Mr. Jerry Stone
 Personnel Director
 City of Wausau
 Grant St.
 Wausau, Wisconsin 54401

Re: City of Wausau (Fire Dept.)
 Case XIX No. 27208 MIA-530

Gentlemen:

This is to inform you that Local #415's position has not changed and is as it was per our letter of Jan. 27, 1981.

Respectfully submitted,

Thomas Knoeck
 Thomas Knoeck, President
 Local 415, IAFF



Wausau Fire Fighters Association Local No. 415

Affiliated With

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS . . . PROFESSIONAL FIRE FIGHTERS OF WISCONSIN
AMERICAN FEDERATION OF LABOR - STATE FEDERATION OF LABOR - MARATHON COUNTY LABOR COUNCIL
CENTRAL WISCONSIN PROFESSIONAL FIRE FIGHTERS ASSOCIATION

Wausau, Wisconsin 54401

SECRETARY'S ADDRESS

P.O. Box 1561

January 27, 1981

Mr. Robert McCormick
Wisconsin Employment Relations Commission
14 West Mifflin St.-Suite 200
Madison, Wisconsin 53703

RECEIVED

JAN 28 1981

Mr. Jerry Stone
Personnel Director
City of Wausau
Grant St.
Wausau, Wisconsin 54401

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

Re: City of Wausau (Fire Dept.)
Case XIX No. 27203 WIA-530

Gentlemen:

Wausau Fire Fighters Local #415, International Association of Fire Fighters, AFL-CIO hereby submits the final offer of the Association, for final and binding arbitration, pursuant to Wisconsin State Statutes 11.77 (b) Form 2.

As investigator for the Wisconsin Employment Relations Commission, having investigated on January 20, 1981, I ask you to report the findings of the investigation to the Commission.

Respectfully submitted,

Thomas Knock
Thomas Knock, President
Local 415, IAFF

Mr. Robert McCormick

Mr. Jerry Stone

January 27, 1981

Revise Article 20- Insurance - to read as follows:

The City agrees to pay eighty-nine dollars and ninety-nine cents (\$89.99) a month for employee's medical and hospital insurance premium. In no case shall employee pay more than five dollars (\$5.) a month for said coverage during the term of this agreement. Probationary employees must indicate whether or not they desire to be covered by the City's medical and hospitalization insurance program within the first thirty (30) days of employment, with coverage to be effective upon the sixty-first (61st) day of employment. No employee shall make any claim against the City for additional compensation in lieu of or in addition to the City's contribution because he/she does not qualify for the family plan. The City may change insurance carriers and/or self-fund its insurance program so long as benefits equal to those currently in effect are maintained. Employees are also eligible to participate in the group life insurance program. The Union shall be provided a copy of coverage information changes a minimum of thirty (30) days prior to any change.

Revise Article 31- Duration - to read as follows:

A. This agreement shall become effective as of January 1, 1981 and shall remain in full force and effect through December 31, 1981, and shall renew itself for additional one year periods thereafter, unless either party, pursuant to this article, has notified the other party in writing that it desires to alter or amend this agreement prior to the end of the contract period. In addition, this agreement shall remain in full force and effect until a subsequent agreement has been reached between the City and the Union.

F. Timetable for Conferences and Negotiations:

- Step 1: Submission of Union bargaining requests in writing to the City on or before July 1, 1981.
- Step 2: The City will advise the Union by August 1, 1981 of the position of the City concerning the bargaining requests.
- Step 3: Negotiations shall begin after the response of the City, but in no event later than August 15, 1981.

This timetable is subject to adjustment by mutual agreement of the parties.

Revise wage schedule as follows:

	<u>MONTHLY WAGES</u>	
	1/1/81	7/1/81
Captain, Fire Inspector*, Mechanic*	\$1507.47	\$1560.23
Lieutenant	\$1471.50	\$1523.00
Motor Pump Operator	\$1424.63	\$1474.49

