

DEC 8 1982

---

In the Matter of Final and Binding Arbitration Between :  
ST. FRANCIS FIREFIGHTERS :  
LOCAL NO. 2717, INTERNATIONAL :  
ASSOCIATION OF FIREFIGHTERS :  
and :  
CITY OF ST. FRANCIS :

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION  
AWARD

Case No. XLI  
No. 29489 MIA 663  
Decision No. 19645-A

---

I. HEARING. A hearing on the above entitled matter was held on October 13, 1982, at the St. Francis City Hall, St. Francis, Wisconsin. LEROY WAITE, 5th District Vice President, International Association of Fire Fighters, appeared for the Union. HARWOOD H. STAATS, City Attorney, appeared for the City of St. Francis. The parties were given full opportunity to present testimony and give evidence. Briefs were subsequently filed.

II. NATURE OF THE PROCEEDINGS. This is a proceeding in final and binding final offer arbitration between the parties. Local 271 having petitioned the Wisconsin Employment Relations Commission on March 19, 1982, to initiate compulsory final and binding arbitration pursuant to Sec. 111.77 (3) of the Municipal Employment Relations Act, the Commission conducted an investigation through Raleigh Jones, a staff member, on the status of the parties in their collective bargaining. After a report of the investigation on May 24, 1982, that the parties remained at impasse, the Commission concluded that the requirements for certified final and binding arbitration existed and ordered such arbitration pursuant to Sec. 111.77 Stats. The parties selected Frank P. Zeidler, Milwaukee, Wisconsin, as arbitrator, and the Commission appointed him on June 21, 1982.

III. FINAL OFFERS. The parties have stipulated to all matters between them except the following shown below.

A. City Offer.

ARTICLE 5 - WAGES

5.01 January 1, 1982 - 8%

ARTICLE 6 - HOURS OF WORK

6.03 Present contract.

ARTICLE 11 - SICK LEAVE

11.0 Reduce to 12 sick days.

B. Union Offer.

ARTICLE 5 - WAGES

5.01 8% pay raise from January 1, 1982 to June 30, 1982,  
2% pay raise from July 1, 1982 to December 31, 1982.  
This 1982 pay increase to cover all employees under the  
classifications of: Firefighter I, Firefighter II,  
Motor Pump Operator, Lieutenant, Captain.

ARTICLE 6 - HOURS OF WORK:

6.03 WORK SCHEDULE: The normal work schedule for 1982 will be the "CALIFORNIA" work schedule on a three platoon system as follows: one (1) day on duty, one (1) day off duty, one (1) day on duty, one (1) day off duty, one (1) day on duty, four (4) days off duty, repeating this sequence upon completion.

ARTICLE 11 - SICK LEAVE

11.01 To keep the same wording and figures as the 1981 Agreement.

ARTICLE 21 - PERSONAL DAYS:

21.01 Manpower permitting and with approval of the chief, each fire department full-time employee shall be granted twelve (12) hours of personal leave with pay in 1982. Said leave must be requested at least three (3) days in advance and in writing. Said leave must be used all at one time and shall not be used immediately before or after vacation or sick leave.

IV. FACTORS WEIGHED IN THE FINAL DECISION.

"Section 111.77 (5) The proceedings shall be pursuant to form 2 unless the parties shall agree prior to the hearing that form 1 shall control.

"(6) In reaching a decision the arbitrator shall give weight to the following factors:

"(a) The lawful authority of the employer.

"(b) Stipulations of the parties.

"(c) The interests and welfare of the public and the financial ability of the unit of government to meet these costs.

"(d) Comparison of the wages, hours and conditions of employment of the employes involved in the arbitration proceeding with the wages, hours and conditions of employment of other employes performing similar services and with other employes generally:

"(1) In public employment in comparable communities.

"(2) In private employment in comparable communities.

"(e) The average consumer prices for goods and services, commonly known as the cost of living.

"(f) The overall compensation presently received by the employes, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.

"(g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

"(h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment."

V. THE LAWFUL AUTHORITY OF THE EMPLOYER. There is a dispute over the lawful authority of the Union through arbitration to change the work schedule. This is discussed in Section XVII herein.

VI. STIPULATIONS. As noted above, all other matters are stipulated to.

VII. THE INTERESTS AND WELFARE OF THE PUBLIC AND THE FINANCIAL ABILITY OF THE UNIT OF GOVERNMENT TO MEET COSTS. There is an issue as to the financial ability of the City to meet the costs of either offer. The City holds that the cost of the Firefighters offer with the "California" work schedule will more than double the costs of the Union wage proposal taken alone. There is a dispute over whether the "California" schedule entails new administrative costs and whether it is in the interests and welfare of the public to meet such costs. This matter of the interests and welfare of the public has been considered in Section XVIII after the specific issues have been treated.

VIII. COMPARISONS - COMPARABLE COMMUNITIES.

A. The Union compares St. Francis wage settlements or proposals with Oak Creek, Greenfield, Greendale, Whitefish Bay, Shorewood, Glendale, Brown Deer, Brookfield, Cudahy, West Milwaukee and South Milwaukee. All of the foregoing named municipalities are in Milwaukee County except Brookfield. The City in its comparison uses only Cudahy, Greendale, St. Francis and West Milwaukee. The following data is derived from Union Exhibits 6, 7 and 8 and City Exhibits 1, 2, 3, 5 and 6.

TABLE I

SELECTED DATA IN COMBINED COMPARISON LISTS OF THE PARTIES<sup>(1)</sup>

<u>Municipality</u>	<u>Area</u> <u>Sq. Mile</u>	<u>Pop.</u> <u>1970</u>	<u>Pop.</u> <u>1980</u>	<u>%</u> <u>Change</u>	<u>Full</u> <u>Paid</u> <u>Fire</u> <u>Pers.</u>	<u>Eq. Valuation</u>		<u>1982</u> <u>Net</u> <u>Tax</u> <u>Rate</u>	<u>Median</u> <u>Family</u> <u>Income</u>
						<u>Total</u>	<u>Per</u> <u>Pers.</u>		
St. Francis	2.9	10,489	10,066	- 4.0	13	\$195,588,140	\$19,431	27.58	\$21,900
Cudahy	4.7	22,078	19,547	-11.5	29	438,096,300	22,464	23.16	22,000
Greendale	5.6	15,089	16,928	12.2	19	506,972,600	29,949	25.01	21,900
West									
Milwaukee	1.1	4,405	3,535	-19.6	32	191,366,100	54,135	27.77	21,200
Oak Creek	28.4		16,932		33				
Greenfield	12.4		31,467		39				
Whitefish									
Bay	2.2		14,930		21				
Shorewood	1.6		14,327		21				
Glendale	5.7		13,882		30				
Brown Deer	4.5		12,921		11				
Brookfield	26.0		34,035		41				
South									
Milwaukee	4.7		21,228		19				

(1) Data from Union Exhibits 6, 7 and 8 and City Exhibits 1, 2, 3, 5 and 6.

B. The Union Position. The Union believes that the choice of twelve municipalities all in the geographical area of St. Francis is valid and shows a truer picture of the standing of the St. Francis Firefighters in wages and benefits. All departments selected are in the IAFF. The Union says that in its comparisons it has used a consistent set of municipalities whereas the City in various exhibits, uses four municipalities, sixteen municipalities and also unnamed fire departments. The Union objects that in municipal comparisons City Exhibit 7, with data from the Citizens Governmental Research Bureau, and City Exhibit 5, with data from the Metropolitan Milwaukee Association of Commerce, be rejected as being of an uncertain source. The Union during the hearing also objected to the primary selection of comparables of the City as not having data pertinent to the year 1982, because of lack of settlements.

C. The City Position. The City notes the small size of St. Francis, the stable population, the small industry, and the blue collar bedroom characteristic of people who work in Cudahy and Milwaukee's south side.

The City takes issue with the Union list of comparables saying that because municipalities have fire departments which are in the IAFF they are not therefore comparable. The City would exclude Brookfield and Greenfield because of area, population, and size of department. Oak Creek is not comparable because of area, size of department and number of stations. The northern tier of suburbs should be excluded, because they are in affluent communities. The City did not make a comparison with South Milwaukee, because the contract there has been a three year contract made when inflation was high, and therefore its terms would have no validity now. While every community is unique, the City believes that Cudahy, Greendale, West Milwaukee, and St. Francis are closest to each other in area, population, economic situation, history, background and age in the southern portion of Milwaukee County.

D. Discussion. The data presented by the parties as to the standards of comparability are disparate. However, the arbitrator believes that there are levels of validity for use in comparison in this matter. Cudahy is adjacent to St. Francis and on occasion is lumped with Cudahy in other studies to the knowledge of the arbitrator.<sup>(1)</sup> St. Francis is in the same economic area as Cudahy and South Milwaukee, and this group should be the primary group of comparison with a geographic range in size from 2.9 square miles for St. Francis to 4.7 square miles for both South Milwaukee and Cudahy, and with a range of 1980 population from 10,066 for St. Francis to 21,228 for South Milwaukee. Of a secondary comparison value are these three combined with other southern tier of Milwaukee County municipalities: Greendale, Greenfield, West Milwaukee and Oak Creek. Of tertiary value are the other municipalities in the Union list which are in Milwaukee County. The arbitrator considers the comparison of Brookfield with St. Francis to be of interest but not particularly valuable because of remoteness, population and size of department of Brookfield.

North shore and northwest suburbs tend to reflect a higher economic status even though, as in the case of Whitefish Bay, Shorewood, Brown Deer and Glendale, size and population are quite comparable to St. Francis. West Milwaukee, smaller in area and population than St. Francis, has a very high equalized valuation per person, and reflects a heavy industrialization which is not present in St. Francis. The dominant factor of comparison in Milwaukee is geographical grouping in sub-county units.

#### IX. COMPARISONS - BASE WAGES AND TOTAL COMPENSATION.

There are one lieutenant, seven regular full-time motor pump operators and one Firefighter II in the bargaining unit of the St. Francis fire department. The Chief and three Fire Captains, the latter each in command of one platoon, are not in the bargaining unit. Neither are any of the 25 paid-on-call firefighters who complement the regular force.

As noted above, the City is offering an 8% across the board wage increase for 1982 whereas the Union is asking for an 8% raise on January 1, 1982, and a 2% raise on July 1, 1982.

The following data are derived from information in Union Exhibits 15, 16, 17, 18 and 19:

(1) See City Ex. 7, page 1, para. 4 and 5.

TABLE II

COMPARISON OF WAGE OFFERS AND COST DIFFERENCES

Classification	1981 Wage	1982 Wage/Mo.		1982 Wage/Year		Annual Diff.	Positions	Total Annual Difference
		Union	City	Union	City			
Firefighter I	1,509	1,662	1,630	19,752	19,557	195	1	233
Firefighter II	1,562	1,720	1,687	20,446	20,243	203	7	1,559
MPO	1,718	1,893	1,855	22,488	22,265	223	1	202
Lieutenant	1,803	1,986	1,947	23,600	23,367	233	0	-
								<u>1,994</u>

The following information is derived from City Exhibits 9 and 10:

TABLE III

TOTAL BASE WAGE COSTS AND BENEFITS COMPARED

Items	1981	City	1982		Increases			
			Union	City	City	%	Union	%
Wages	179,529	199,257	201,249					
Overtime	19,203	20,739	20,931					
Longevity	480	590	590					
Holidays	7,830	8,460	8,640					
Total	207,042	229,046	231,410	22,004	10.63	24,368	11.77	
Plus								
Insurances and Uniform								
Total	271,961	304,147	307,050	32,186	11.8	35,089	12.9	

The positions of the parties and a discussion on the above matters will follow after the comparisons between Firefighter wages in municipalities are presented.

X. WAGES - COMPARISONS BETWEEN MUNICIPALITIES.

Both parties have made comparisons of wage rates for Firefighters between various municipalities. The matter is somewhat complicated by the fact that not all departments have the classification of Motor Pump Operator and thus comparisons have been made between top Firefighter pay and top Motor Pump Operator pay, it being the contention of the Union that where no Motor Pump Operator classification exists, the top Firefighters perform duties similar to that of a Motor Pump Operator.

TABLE IV

COMPARISON OF MONTHLY WAGES IN MUNICIPALITIES DEEMED COMPARABLE BY THE CITY AND THE UNION (1)

Municipality	1981 Max.	Top FF/MPO 1982		1981	Lieutenant 1982	
		Max.	Aver.		Max.	Aver.
St. Francis						
City	1718	1855	1855	1803	1947	1947
Union	1718	1889	1874	1803	1983	1965
Cudahy						
City	1711	1865	1865	1821	1985	1985
Union	1711	1916	1865	1821	2039	1985

TABLE IV - continued

<u>Municipality</u>	<u>1981</u>	<u>Top FF/MPO</u>		<u>Lieutenant</u>		
	<u>Max.</u>	<u>Max.</u>	<u>Aver.</u>	<u>1981</u>	<u>1982</u>	
		<u>Max.</u>	<u>Aver.</u>		<u>Max.</u>	<u>Aver.</u>
Greendale	1729	1887	1868	1811		
West Milwaukee Village	1763	1906	1870	1911		
Union	1763	1925	1888			
Greenfield	1806			1845		
So. Milwaukee	1772			1895		
Oak Creek	1739			1883		
Whitefish Bay	1795			1912		
Shorewood	1828			1929		
Glendale	1802			1929		
Brookfield	1726			1810		
Brown Deer				1822		

(1) Data obtained from Union Exhibits 11, 13, 14 and 16 and City Exhibits 11 and 12.

The City made a comparison of Firefighter/MPO rates between 1974 and 1981, and the following table is an abstraction of City Exhibit 13:

TABLE V

COMPARISON OF FIREFIGHTER/MPO RATES IN FOUR MUNICIPALITIES, 1974 AND 1981

<u>Municipality</u>	<u>1974</u>	<u>1981</u>	<u>1982</u>
	<u>Max.</u>	<u>Max.</u>	<u>Max.</u>
Cudahy	\$1,007	\$1,711	
Greendale	962	1,729	
West Milwaukee	1,022	1,763	
Average (1)	997	1,734	
St. Francis	884	1,718	
"Spread" =			
<u>Aver. - St. Francis</u>	12.8%	0.93%	
St. Salary			

(1) City Ex. 13 described this as "median". The median in 1974 was \$1,007 and in 1984 it was \$1,729. This is the middle number in the series of three numbers.

The following is derived from Union Exhibit 11:

TABLE VI

WAGE SETTLEMENTS FOR 1982 - PERCENTAGES

<u>Department</u>	<u>Wage Settlement</u>	<u>Average Increase</u>
Oak Creek	1/1-8%, 7/1-3%	9.6%
Greenfield	1/1-7%, 7/1-2%	8.07%
Greendale	1/1-7%, 7/1-2%	8.07%
Whitefish Bay	1/1-7%, 9/1-2%	7.71%
Shorewood	1/1-9%, 9/1-2%	9.73%
Glendale	1/1-9%, 7/1-1%, 10/1-2%	10.1%
Brown Deer	3/1-9%, 6/1-4.5%	9.2%
Brookfield		
Union	4%-4%-4%	
City	6%-2%	

TABLE VI - continued

<u>Department</u>	<u>Wage Settlement</u>	<u>Average Increase</u>
Cudahy		
Union	6%-6%	
City	9%	
West Milwaukee		
Union	5%-4%	
City	4%-4%	
St. Francis		
Union	8%-2%	9.08%
City	8%	8.0%
So. Milwaukee	N. A.	

XI. WAGES - COMPARISON BETWEEN ST. FRANCIS FIREFIGHTERS AND POLICE IN WAGES FOR SELECTED POSITIONS, 1981 AND 1982.

The following table is derived from Union Exhibits 23 and 24:

TABLE VII

TOP FIREFIGHTERS AND POLICE MONTHLY AND ANNUAL WAGE COMPARISONS - SELECTED POSITIONS

<u>Position</u>	<u>Month</u>	<u>Year</u>	<u>Annual Difference</u>
A. <u>For 1981</u>			
MPO	1,718	20,616	+ 30
Police Officer			
1/1	1,690		
7/1	1,741		
Average		20,586	
Fire Lieutenant	1,803	21,636	
Police Sergeant			
1/1	1,838		
7/1	1,893		
Average		22,386	+ 750
B. <u>For 1982 - Union offer only</u>			
MPO			
1/1	1,855		
7/1	1,892		
Average		22,488	
Police Officer			
1/1	1,898		
7/1	1,936		
Average		23,004	+ 516
Fire Lieutenant			
1/1	1,947		
7/1	1,986		
Average		23,600	
Police Sergeant			
1/1	2,063		
7/1	2,104		
Average		25,002	+1,403

The City referred to a comparison between starting Firefighters and Patrolmen and top Firefighters and Patrolmen, and the steps in the program. The following table shows essential data:

TABLE VIII  
COMPARISON OF MONTHLY STARTING PAY AND PROGRESSION,  
FIREFIGHTERS AND POLICE OFFICERS

Time	Patrolman		Union		Firefighter		MPO	
	Start	6th Year	Start	2nd Year	Start	2nd Year	Union	City
1/1/81	1,279	1,690	1,509	1,562	1,509	1,562	1,718	1,718
7/1/81	1,317	1,741	1,509	1,562	1,509	1,562	1,718	1,718
1/1/82	1,434	1,898	1,630	1,687	1,630	1,687	1,855	1,855
7/1/82	1,465	1,936	1,662	1,721	1,630	1,687	1,893	1,855

XII. WAGES AND POSITIONS OF PARTIES AND DISCUSSION.

A. The Union Position. The Union notes that in 1981 the St. Francis lieutenant was last in wages among the comparables used by the Union. Under either award the St. Francis lieutenant will be at the bottom in wages. The Union also objects to the City's estimate of overall costs, stating that the City's overtime figures are only an estimate. Further the figures used for computing the cost of holidays do not take in the fact that Union members are taking some holidays, and the City is not having to pay for them. It estimates that the City's costs for holidays is \$696 too much.

The Union also contends that the progress from 1974 to 1981 in paying Firefighters is not as great as the City claims since the St. Francis Firefighters/MPO's only caught up to Cudahy and are still behind Greendale and West Milwaukee according to the City's own exhibits.

The Union states that it is not asking for parity with the St. Francis Police but points out that even with the Union offer, the St. Francis Firefighters will continue to fall behind the St. Francis Police. The Union notes that the base cost of the Union proposal is \$1,994.10 covering all nine members, and the holiday pay increase will be only \$1.88 per employee per holiday. The Union contends that the City has not argued the inability to pay.

B. The City Position. The City states that the wages should not be considered alone, since they are only part of the large package of remuneration and benefits, and when comparisons are to be made, other factors used as trade-offs are to be considered. The City feels because of the economic times, the justification for wage increases declined as bargaining stretched out in 1982. In the national thinking wage increases have evaporated for 1982. Even Firefighters are being laid off by municipalities. The security of the job of the employees should be considered. The City is fourth highest in taxes and lowest in median family income and equalized value per person. Also the City faces a crunch as state and federal aids decline.

The City points to its effort to catch up in wages since 1974. It has done this on a gradual basis, and the spread now is only 0.9%. The City is consciously trying to continue this policy.

The City objects to the comparisons made of ranks within the Police and Fire Departments by the Firefighters. The City ranks the chiefs as the same level, the sergeants and detectives at the same level as the fire captain, and the top patrolmen with Motor Pump Operators.



It says that the fire captain and police sergeants each are in charge of a shift and that fact makes them comparable. The bulk of the force in the Fire Department are MPO's and the bulk in the Police Department patrolmen, so these two ranks are comparable. Therefore the Union comparisons should be disregarded.

The City objects to the Union's listing of contract settlements, and says it is not shown when they were settled and what provisions are included. Looking at these contracts in the course of settlement as presented by the City shows that the City is in good standing, particularly because the settlement goes back to January 1982.

The City objects to a comparison on top Firefighter pay made by the Union on the grounds that the Firefighter rank in St. Francis is only a temporary situation, since the employees then qualify themselves for MPO's. As for MPO's, the City feels that its MPO wage rate compares favorably with other cities.

The City argues that the Union exhibits are inaccurate and inadequate in that in municipalities which have no fire captains, but only lieutenants, the fire lieutenant in that municipality really should be compared to St. Francis fire captains. This fact invalidates, for example, Union Exhibit 14, because positions of equal responsibility are not compared.

The City makes comparison between the starting patrolmen and starting Firefighter and notes that the starting patrolmen get considerably less than the starting Firefighter both in 1981 and 1982. Further it takes a Firefighter only two years to reach a top and thereafter after examination, he can go to a MPO; whereas it takes a patrolman six years to reach a top. This top was below the Firefighter on January 1, 1981. The Fire Department personnel are not being shortchanged.

The City states that it cannot make a meaningful comparison with other City jobs, and they are paid low in comparison with similar jobs in other municipalities.

### C. Discussion.

1. On the subject of base wages considered alone, the offers of the parties are not significantly different, the total difference being \$1,994 according to Table II. The overall cost of wages and benefits comes to \$2,903 (Table III). The percentage increases for base wages are 8% for the City offer and for the Union an average of 9.08% for the year with a "lift" of 10.16%. The Union disputes the overall costs of the City, saying that the expenses listed for overtime and longevity are too high. However, assuming that both the use of holidays and overtime are estimated somewhat high, it appears that the roll-up costs for the City, considering all benefits, may come to about 11.4% as compared to the Union's roll-up increase of about 12.5%. On the matter of base wages the small difference between the parties indicates that other factors of comparisons and policies should be more important in determining which party more nearly meets the factors to be weighed by the arbitrator.

2. The matter of comparison of 1982 rates with comparable municipalities shows that the City rate in 1981 for top Firefighter/MPO was above that of Cudahy which is a municipality in the most comparable group. The prospect however is that in 1982 no matter which offer receives the award in a Cudahy arbitration the St. Francis MPO will fall behind the Cudahy Firefighter/MPO rate under the City offer. Under the Union offer in St. Francis, the lift would be less than the Cudahy Firefighter lift, but the St. Francis average would be better (Table IV). There are no data for South Milwaukee. On the basis of comparing with Cudahy alone, the arbitrator is of the opinion that the St. Francis Union offer more nearly meets the standard of comparability. The St. Francis lieutenant would not meet the level of the average pay received by the Cudahy lieutenant in 1982.

Concerning comparison with other southern Milwaukee municipalities, the St. Francis maximum in 1981 was second lowest for Firefighter/MPO in 1981, and the lieutenant rank was the lowest. There are no data other than that of Cudahy to make a comparison for 1982 except by using the projected percentage rates found in Table VI where a visual inspection would indicate that the St. Francis City offer is not such as to produce a catch-up situation. From Table VI, it can be seen that the St. Francis City offer increase is slightly below the rates achieved in Greenfield and Greendale and is below what was achieved in Oak Creek. It is a better offer than the City offer in West Milwaukee.

From the percentage increases offered by the more comparable units of government, the arbitrator believes that the weight of comparability on this score falls to the Union offer in St. Francis.

3. As to the matter of comparability between Firefighters and police officers in St. Francis, it should be noted that there is some difficulty in determining what ranks of officers in each department are most nearly comparable. From the evidence, the arbitrator believes that the rank of MPO compares more nearly with that of top patrolmen, and a Firefighter II should not be so compared. The arbitrator also notes that on the way up the steps in each department, there is an initial advantage to the Firefighters (Table VIII). The arbitrator also believes that a Firefighter lieutenant compares to the rank of police sergeant in St. Francis.

The Firefighters assert that they are not seeking parity. Their argument is that they desire to keep from falling farther below comparable police positions. From Table VII, it is apparent that the Firefighters will fall farther behind in comparison even under their own offer. This is due to the fact that the City has settled with the police association for an 8% - 2% package. The arbitrator considers this widening spread an important fact and because of it, concludes that the Firefighter Union offer is more comparable when considered in relation to the wages being received by the police.

4. Also it should be noted that the City employees not in the uniform services received an 8% - 2% increase, and this indicates that the Firefighters proposal is also more comparable when the wage relationships internal to the City are considered.

On the whole then, the Firefighter Union offer on wages meets the tests of comparability when compared to the wage relationships in the most comparable communities and internally in the City of St. Francis.

XIII. COST OF LIVING. The Union is basing its claim for its offer with a 10% lift on the changes in the Consumer Price Index for all Urban Consumers between 1980 and 1981. This change was 11.4% (Un. Ex. 10). It is basing this claim because it holds that the wage settlement should have occurred before January 1, 1982, and the settlement here will be retroactive to that time. The City believes that the Union's contention is no longer valid, because in the current situation, the annual average increase of the Consumer Price Index for Milwaukee has been about 4.5% and as of July it was down to 3.8%. It notes that as time has gone on in 1982 and the bargaining has been prolonged, there is little justification for going above the City's offer.

A question here is whether to apply the situation with regard to the cost of living at the time to which the agreement is retroactive or to take into consideration the current situation. The changes pending the settlement are also a factor to be weighed. This arbitrator has applied a principal of applying that cost of living condition which prevailed at the time the new agreement should have commenced and to which the proposed agreement is retroactive. Thus the Union offer here more nearly meets the standard of comparability. The decline in the cost of living of course can be a factor to be weighed at the expiration of this agreement.

XIV. OVERALL COMPENSATION AND STABILITY OF EMPLOYMENT. The overall increase offered by the parties has been discussed above as to percentage increases. The City also made comparisons with the municipalities of Cudahy, Greendale and West Milwaukee (1981 benefits) on longevity, uniform allowance, life insurance, retirement, health insurance, sick leave and personal days (City Ex. 14-19 incl.). The latter two items will be discussed separately.

As to longevity, St. Francis offers benefits as favorable as any of the four municipalities. The St. Francis uniform allowance at \$225 is the highest. Its life insurance benefits are slightly less favorable than the other three municipalities. It is tied for second with two other municipalities in paid retirement benefits. Its funeral leave confers benefits equaled by only one other municipality. It pays the second highest health insurance benefits.

The arbitrator concludes that as far as the above benefits are concerned, the City's offer meets the standards of comparability.

The City in its exhibits also stressed the cut in work forces around the area, including Racine, Kenosha, Milwaukee's south side and Cudahy (City Exhibits 25 to 28). The information was contained mostly in the form of news stories. Both sides in the hearing and in the briefs have taken some issue with news stories as possibly being inaccurate. The arbitrator accepts the information in the various news stores as being fairly accurate reflections of trends, even though the articles constitute a form of hearsay. The City also in its Exhibit 29 showed that the unemployment statistics of the Milwaukee area went up from 7.2% unemployed in January 1981 to 10.9% in August of 1982.

The arbitrator believes that on the basis of steadiness of work afforded the regular Firefighters, the City has a weight in its favor. As to the implied contention that the unemployment occurring at an increasing rate in 1982 should determine a rate of compensation which is to commence as of January 1, 1982, the arbitrator makes the same judgment as in the case of the consumer price index: the experience developing in 1982 should be applied to the next agreement between the parties, whereas the experience prior to January 1, 1982, should apply to this agreement.

XV. SICK LEAVE.

A. The current contract calls for the employees to have fifteen sick leave days per year. 75 days of sick leave can be accumulated. The City is proposing to reduce the number of sick days per year to 12 and to have the accumulation remain the same. The City translated the days of sick leave into hours and made a comparison on the 1981 hours of the municipalities it considers comparable. The following table is derived from the City Exhibit No. 18:

TABLE IX

SICK LEAVE HOURS AND ACCUMULATION UNDER SELECTED MUNICIPALITIES

<u>Municipality</u>	<u>Hours Annually</u>	<u>24 Hour Work Day Equivalent</u>	<u>Cumulation</u>		<u>24 Hour Work Day Equivalent</u>
Cudahy	208	8.67	2880	120	8.67
Greendale	216	9	2160	90	9
West Milwaukee	144	6	Unlimited		6
St. Francis (1981)	360	15	1800	75	
(1982)	288	12	1800	75	

The Union notes that it has had the same yearly sick rate and accumulation since 1964 and says that the City has not tried to reduce the number of sick days on the grounds they were excessive (Un. Ex. 25). In two Exhibits, Nos. 26 and 27, the Union shows the rate of sick leave taken in the Fire Department. Union members used an average of about 2 to 2.5 days per year in the period from 1975 to 1981 except in 1980 when 43 sick days taken by one member resulted in an average of 6.4 days per year per employee. The Union holds that the record shows no abuse of sick leave.

The Union cites a newspaper article to the effect that the police have ten to 12 sick days a year per employee (Un. Ex. 28), and the Union in an exhibit on the amount of sick days a Firefighter can accumulate in the 11 other municipalities it considers comparable, shows that St. Francis, Shorewood and Brookfield are tied for the second lowest total that can be accumulated (Un. Ex. 29). The Union also notes that the police and other City employees enjoy 15 days sick leave per year (Un. Ex. 30).

The City argues that because of the one-day-on, two-days-off system of the Fire Department, one sick day is equivalent to three days for other employees. This fact accounts for the numerically low use of sick leave of the Firefighters. The low average of 2.5 days shown by the Firefighters really amounts to about 7.5 days per employee. Further because one sick leave day for a Firefighter comes to 24 hours leave, the correct way to measure leave is in terms of hours. St. Francis is much more generous than the comparable cities. Thus too the number of sick days given Firefighters is not an equivalent of days given to police and City employees who work 8 hour shifts. The City points to the fact that the 12 sick days offered by the City to the Firefighters really amounts to 36 days of unavailability.

The Union contends that the correct way to look at sick leave is in days and not hours. In answer to the contention that the amount of sick leave available annually to the employee is high, the Union holds that the offsetting factor is that the total accumulation permitted in St. Francis is low.

B. Discussion. In such comparable municipalities as are available (only the City's list), it appears that there is some strength to the argument of the City in reduction of the annual sick leave permitted. Again, to some extent this is offset by the lower amount of sick leave which Firefighters can accumulate. The main issue here is whether any substantial condition has occurred which would require the reduction of an employee benefit received over a long period of time. The arbitrator is of the opinion that no compelling reason has been shown to alter the past conditions, particularly since no abuse of the leave has been shown.

#### XVI. PERSONAL DAYS.

A. The Union is asking for 12 hours of personal leave. It notes that the Police Department has 16 hours of such leave and City employees have two days of such leave, so that there is no new policy being established in the City (Un. Exs. 50 and 51). The City produced an exhibit showing that none of the four municipalities it considers comparable have such personal hours (City Ex. 18). The Union bases its contention on the existence of such benefits for other City employees. It states that there are substantial restrictions on use, and it is not used to increase vacations or sick days, and it is not asking for pay.

The City takes the position that the Firefighters do not need the proposed benefit, because of the work schedule of Firefighters. There is also a practice of trading days so that if a personal day is needed, an employee can trade with another employee. Other City employees can not do this.

B. Discussion. Applying the same principle in the matter of change in sick leave, the arbitrator is of the opinion that the benefit the Union is asking for has not been shown as needed sufficiently to overcome the failure of the proposal to meet the test of comparability on the basis of such information on comparability as was available. The weight of the position falls to the City.

XVII. SCHEDULE - THE "CALIFORNIA" PLAN.

A. The schedule of the present work force is for three shifts to be on during successive days for twenty four hours. This is called the "Chicago" schedule. Thus there is a three day cycle with one day on and two days off. The Union is proposing the "California" work schedule, a nine day cycle for a three platoon system; one day on, one day off, one day on, one day off, one day on, four days off.

B. The Union's Position. The Union states that under the Chicago schedule the hours of work per year will be 2912, the days worked will be 121 to 122, and the workweek will be 56 hours. It says that the exact same total will occur under the California schedule (Un. Ex. 31). The departments of Brookfield, Greenfield, Brown Deer, Glendale, Whitefish Bay, West Milwaukee, South Milwaukee and Greendale have the California schedule, whereas Oak Creek, Cudahy and Shorewood have the Chicago schedule (Un. Ex. 32).

Under the Chicago schedule, Firefighters do not have any combination of Friday, Saturday or Sunday off in the entire year. Under the California schedule in 1982, the Blue Shift of St. Francis would have 11 such weekends, the Green Shift 12 and the Red Shift 11. The Union states that its members with school age children would like to spend at least one full weekend per month with the family during the school years (Un. Ex. 33).

The Union points to the restrictions placed on taking vacation days and holiday days. No more than six duty days may be taken off in lieu of holiday pay, not more than one day may be taken off in succession, and not more than one day taken in conjunction with a vacation period. Compensatory time off is granted only if manning can be maintained, and only one individual from a platoon may be on vacation, military leave, holiday or compensatory time off at any one time (Un. Ex. 36). The Union says that by taking an individual vacation day under the Chicago schedule an employee may have five consecutive days off. Under the California schedule, if an employee takes the day off before the four day off period, the longest period of off days will be six days. If the day taken is in mid cycle, only three off days occur together.

The Union disputes the contention that there will be less contact between the parties for reporting. It says that there are seven types of contact: morning report and report book, roll call before the start of a shift, log book, off duty response to fire runs, off duty personal contact, and telephone contact. It argues that members keep in touch with each other officially and unofficially because the department is small (Un. Ex. 39).

The Fire Chief works an eight hour day. The Union contends that he will have just as many shift contacts each month under the California system as under the Chicago system (Un. Ex. 41). These contacts range from 13 to 16 in months other than February. The Union maintains that contacts between shifts will not decrease under the California schedule (Un. Ex. 42).

The Union argues that the instituting of the California schedule does not require the rank of an official "Fire Officer", and it does not require additional paid "on-call" positions. It contends that six of 25 paid on-call Firefighters responded to less than 20 alarms in 1981. In 1982 11 paid on-call Firefighters responded to less than 20 responses from January to August (Un. Ex. 45, 46). It argues that the California system will not be a cause of low response to general alarms, since this low response also has been true under the Chicago system in 1979, 1980 and 1981 where there were 31, 23 and 24 fire alarms respectively which produced less than five off-duty men.

The Union addresses certain arguments made by the City against the California schedule saying that the captains who are in charge of the platoons would not be in contact with each other. The captain of the Red platoon is the training officer, the captain of the Green platoon is the prevention officer, and the captain of the Blue platoon is in charge of equipment maintenance. It is the contention of the Chief that the California schedule would reduce contact excessively during certain periods. The Union argues that the captains under the present schedule can be off for five days, when taking a day of holiday or vacation time, whereas under the California schedule they may be off six days or, again, only three days. It asks why should six off days create so much more of a problem than five off days? The Union disputes the City's contention about lack of communications. The contention of the City is that the training cycle of on-call personnel would be interrupted since there is a 20% turn-over in such personnel. The Union responds that the turn-over is not the responsibility of the Union but of management which should be hiring more stable personnel. This turnover is not due to a California work schedule. The Union also holds that the contention of the City that employees off for four days come back to work with a lackadaisical attitude is not proven, and retraining of such employees is not needed as the City contends.

The Union disputes the City contention that additional overtime would be needed to accomplish training. Training at present is built around the schedule of the training officers.

The Union takes strong objection to the contention of the City that a new fire officer on a forty hour week would be required at the cost of \$34,049 or that five additional on-call Firefighters would be required at an estimated cost of \$5,037. The California schedule does not require additional people, since the hours and days worked are the same under the Chicago and California schedules. The Union notes that the Chief did not request any more staff for 1982. If the Fire Department really had need of more employees, the Chief would have requested them under the present schedule. He did not, and the Union is of the opinion that the Fire Chief is using the Union to get the manpower he wants by tying his request to the Union request. The Union feels that the Chief should get the staff he thinks he needs directly and not as a result of Union negotiations.

The Union contends that the cost factor attributed to the California work schedule is pure fiction. It says that the Greendale department has this schedule and has no 40 hour per week man besides the Chief. Other fire departments also have a 40 hour man beside the Chief, but they are on the Chicago schedule so that the additional 40 hour employee per week beside the Chief is not necessarily a product of the California schedule.

A main argument of the Union is that the California schedule provides quality time for the Firefighters which they can spend with their families. By quality time is meant consecutive off-days on Friday, Saturday and Sunday.

C. The City's Position. The City has strong objections to the California plan. It contends strongly that the introduction of the issue of the California plan into the bargaining is an attempt to infringe on management rights which have already been accepted into the stipulated parts of the agreement. The City cites the following portions of Article 3 - MANAGEMENT RIGHTS:

"3.01 The Employees recognize the prerogatives of the City and the Fire Chief to operate and manage its affairs in all respects in accordance with its responsibility and in the manner provided by law, and the powers or authority which the City has not specifically abridged, delegated or modified by other provisions of this Agreement are retained as the exclusive prerogatives of the City. Such powers and authority, in general include but are not limited to the following:

"A. To determine its general business practices and policies and to utilize personnel, methods and means in the most appropriate, efficient and flexible manner possible.

"B. To manage and direct the employees of the City, to make assignments of jobs, to determine the size and composition of the work force, to determine the work to be performed by the work force and each employee and to determine the competence and qualifications of the employees.

"C. To determine the methods, means and personnel by which and the location where the operations of the City are to be conducted.

\* \* \* \* \*

"H. To establish or alter the number of shifts, hours of work, work schedules, methods or processes.

\* \* \* \* \*

"J. To create new positions or departments to introduce new or improved operations or work practices; to terminate or modify existing positions, departments, operations or work practices.

\* \* \* \* \*

"3.02 The exercise by the City of any of the foregoing powers, rights and/or authority shall not be reviewable by arbitration except in case such are so exercised as to violate an express provision of this Agreement. Nothing contained herein shall abridge the employee's rights as set forth in Chapter 111.70 of the Wisconsin Statutes."

The City also calls attention to Article 6 - HOURS OF WORK which has the following section:

"6.03 Work Schedule: The normal work schedule in 1980 and 1981 shall be one (1) day on duty, followed by two (2) days off duty."

The City raises an objection to the jurisdiction of the arbitrator to interfere with the management rights of the City relying particularly on Section 3.02.

The City maintains that its support of the present schedule is a matter of proper management of the department and of finances. The Fire Department is functioning excellently at present. The Chief has power to manage the department as he sees fit, and there never has been any criticism of its manner of operation. The Chief has the expertise and the responsibility for the management of the department, and the Union or its members do not. The management rights of the City and the Chief must therefore be preserved.

The City notes that the Chief regards himself as an administrative officer, and he has three captains to handle operations, two of which he considers as very important officers who must keep in communication. These are the training officer, a captain of a platoon, and the fire prevention officer, also a captain of a platoon. These two captains must have continuity of contact when platoons change at shift time. The City contends that under the Chicago schedule, if either of these two captains takes no vacation or holiday, the maximum lapse of time between contact is two days, whereas under the California plan the maximum number of days would be six (City Ex. 22). The City contends that if either of these officers takes a holiday or vacation day, the maximum loss of contact is for five days under the Chicago plan, whereas it would be 15 under the California schedule (City Ex. 23). The result of this loss of contact would be destructive to the fighting of fires, the prevention of fires, rescues and response to emergency calls.

The City notes that the way the Chief feels he can maintain continuity of contact between the captains is to hire another full-time fire officer, rank not determined, who would work an eight hour day at least five days a week. This officer would act as coordinator and liaison between all three captains. The City estimates that the cost of such an officer is \$34,049.48 (City Ex. 24).

The City points to the fact that the Chief also feels he has to have five additional part-time, paid, on-call Firefighters, because of the four consecutive off days, and this would amount to another \$5,037.60 (City Ex. 24).

The City states that City Exhibits 20 and 21 show that the Chief had this matter under consideration in December 1979, and the Chief at that time pointed out the lack of contact between the training and fire prevention officers, the lack of communication between all three platoon officers, the training cycle interruption and additional personnel requirement. Further the Chief felt that coming back after a long off-days promotes a lackadaisical attitude among the employees who have been on the off-days.

The City also argues that the California schedule may work well in larger departments where there are many employees and some eight-hour shifts, but in the small St. Francis department it is not practical unless the staff is increased.

The City argues that there is no exact municipal counterpart of St. Francis which can be used for comparison.

D. Discussion. There is a threshold matter on this issue of the schedules. The City challenges the authority of the arbitrator to make an award which embodies the demand of the Union for the California schedule. The City contends that this demand of the Union to determine the work schedule violates another part of the past agreement which is to be incorporated in the new agreement, namely the right of the City to establish schedules, a power which is not subject to review by the arbitrator. Moreover, there is in the contract a provision already establishing the Chicago work schedule in Section 6.03.

The arbitrator is of the opinion that the Union is within its rights in negotiating a new contract to seek to make a change in the work schedule, thus modifying management's rights. The Chicago work schedule in the previous contract is an example of the fact that the parties jointly agreed to modifying management's absolute power to schedule by incorporating a work schedule, the Chicago schedule, which was binding on both parties. The current effort of the Union to include the California schedule in the agreement is the same kind of exercise to achieve a schedule as that which resulted in the last schedule in Section 6.03.



Negotiating a work schedule is negotiating a work condition, even if the negotiations under law ultimately reach final and binding arbitration. The arbitrator therefore holds that the Union proposal to have another work schedule is not an illegal usurpation of management rights, nor is it internally barred by the stipulated parts of the 1982 agreement.

A matter to be considered here is the Union contention that the Chief is using the Union demand to acquire an additional staff person which he felt was needed but did not seek to obtain on his own under the Chicago plan. This staff person is the proposed 40 hour week Fire Officer, the rank of whom has not been stated by the City. On the basis of the Chief's responses in 1979 to the same issues (City Ex. 21), the evidence is the Chief believes he needs a 40 hour staff position to keep contact between the fire captains which he believes will suffer long interruption under the California plan.

With respect to the contention of the Chief that he needs to have the captain in charge of training in frequent contact with the captain in charge of fire prevention, the Union has pointed out that the Chief, by keeping the captains on the Chicago plan while the employees work on the California schedule, could be maintaining the contact. The Chief in response to this contention holds that the captains should be working with the same platoon to know the capabilities of the men. Thus the arbitrator gives weight to the City's contention that in the small department a second ranking fire officer might be needed to provide adequate communication, and there would be a cost to this service.

The argument of the City and the Chief that five additional paid on-call Firefighters are needed under the California schedule has not been persuasive. The connection between the California schedule and this claimed need was not made satisfactorily, in the arbitrator's opinion. The Union exhibits showing a low response on the part of several paid on-call Firefighters is evidence opposing the contention that the California schedule would produce a new need for paid on-call employees.

The City also was not persuasive on the matter of the training cycle being interfered with by the California plan. It is apparent that even under the Chicago plan a training cycle cannot easily be established for one date each week on a regular basis.

As to the length of time under either schedule when the training captain and fire prevention captain would not be in contact, basically there is not much difference between loss of contact under the California schedule and the Chicago schedule except in one event shown in the evidence (City Ex. 23). When one captain took an off day at the end of the on-off-on-off-on schedule and the other captain took his off day at the beginning of such a schedule for his shift, the days being adjacent, then the officers would not be in contact for 15 days. How often this would happen was not shown, but it is a possibility. The arbitrator is of the opinion that the weight of the argument on interruption in command communication falls to the City on this issue. It appears that as a result of this interruption, a new fire officer at the cost of about \$34,000 is a necessary concomitant.

Also the matter of comparability in the use of the California schedule must be considered. The Union in its Exhibit 32 shows that of the twelve fire departments it considers comparable, eight of them have the California schedule. The arbitrator, however, has described degrees of comparability in Section VII above. The primary group as defined by the arbitrator consists of St. Francis, Cudahy and South Milwaukee. Of these only South Milwaukee has the California schedule and Cudahy does not. Of the secondary group which includes St. Francis, Oak Creek, Cudahy, South Milwaukee, West Milwaukee, Greenfield and Greendale, four municipalities have the schedule and three do not. The factor of comparability here slightly favors the Union offer.

Summing up the matter here, the arbitrator holds that the City position dealing with the interest of the public in command communication outweighs any merits of the Union offer in comparability.

XVIII. THE INTERESTS AND WELFARE OF THE PUBLIC.

A. The factor of the interests and welfare of the public should now be considered. The general position of the City is that it should not have to pay the costs of the Union offer. The City maintains that the Union offer includes not only the higher cost of base wages but necessarily the cost of a new fire officer and an addition of five on-call Firefighter positions. The City exhibits describe a drop in population of four percent since 1970, a low valuation among the four comparable communities that the City has selected, and the lowest valuation per person at \$19,431 per person (City Ex. 3). This is a low valuation in the county (City Ex. 4). Its median family income in 1981 was \$21,900, about that of Cudahy, Greendale and West Milwaukee. The City has the second highest net full value tax rate among the four communities (City Ex. 6). Its tax rate of \$27.58 is the fourth highest in Milwaukee County. The City also supplied press accounts of wage freezes and layoffs announced (City Exs. 25-28 incl.). The City also supplied an exhibit of a letter from property owners who say they cannot pay the taxes on a 24 unit apartment building (City Ex. 32).

The Union on its part asserts that the City has the ability to meet the offer, the differences being very slight; and it asserts the exhibits presented by the Employer on tax rates and income are from unproven sources from unknown agencies. The Union contends that the City is approximately \$100,000 under its allowable tax limits (Un. Ex. 52). The property values of among 11 municipalities in southern Milwaukee County have risen with the values in St. Francis having risen second highest. The Union also estimates that monthly revenue coming into the City of Cable TV will amount to \$7000, more than enough to cover the costs of this agreement (Un. Ex. 54).

B. Discussion. The City has the ability to meet the costs of either offer as they stand, and this would include the inclusion of a new fire officer and five positions of on-call firemen if the City decided to create these positions if the Union received the award. As to whether the costs of the Union offer should not be met because of the economic trends developing in 1982, it is the opinion of the arbitrator that this trend developing after 1982 has not brought the parties to such a drastically new set of conditions, that the earlier principle of relying on the economic conditions, specifically the change in the cost of living just before the old agreement expired, should be abandoned. Re-stating an earlier expressed judgment, the arbitrator believes the agreement here should consider the conditions prevailing when the agreement should have begun, a period to which it will be retroactive, namely 1981. The City has argued that this would be rewarding delaying in negotiation and that the next contract period may see a change in the City position about retroactivity. The change in the City attitude may occur in the future, but in this matter the factor of comparability on conditions at the beginning of the contract should prevail in a determination.

It is the conclusion of the arbitrator, however, that the interests and welfare of the St. Francis public are adversely affected by the introduction of the California schedule, which the City has shown to be a necessary concomitant of the schedule at an additional cost of \$34,049, almost doubling the cost of the package.

XIX. CHANGES DURING THE PENDENCY OF THE PROCEEDINGS. The principal change during the pendency of the proceedings is the continued upward rise in the Consumer Price Index. The Consumer Price Index for Milwaukee for Urban Wage Earners and Clerical Workers (CPI-W) stood at 306.3 for September, with 1967 as the base year. This is an increase of 4.9% above the previous year. This continued rise in the cost of living may presage a catch-up situation for the employees in the next agreement, but, as stated before, the arbitrator believes that the situation at the beginning of 1982 must be looked at to determine comparability for wage increases.

XX. OTHER FACTORS. The principal factors to be considered have been considered in the foregoing discussions.

XXI. SUMMARY. In the instant matter, the arbitrator has arrived at the following opinions and conclusions:

1. Of the various municipalities offered for comparison to St. Francis by both parties, there are degrees of comparability. The group most comparable consists of St. Francis, Cudahy and South Milwaukee. A secondary group includes these municipalities plus other southern Milwaukee County municipalities which include Greendale, Greenfield, West Milwaukee, and Oak Creek. Of tertiary value for comparison are Whitefish Bay, Shorewood, Glendale, Brown Deer and Brookfield.

2. On the matter of base wages alone, the differences between the parties in annual dollar amounts is small and the decision must rest on other factors.

3. The St. Francis Firefighter Union offer is more comparable to the increases experienced by comparable municipalities.

4. Under the City offer there will be a widening spread between the pay of Firefighters and St. Francis Police in which there is already a disparity. The Police Union has received an 8% - 2% increase, and the City offer to the Firefighters is 8% only. The Firefighter offer therefore is more nearly comparable to the benefits experienced by the St. Francis Police in wage increases.

5. The Firefighter offer is more similar to the benefits experienced by St. Francis non-uniform employees who received an 8% - 2% increase also.

6. Though the cost of living increases have generally been declining month by month in 1982, the principle to be applied here is the status of the cost of living as it stood at the time to which this agreement is to be retroactive. With an 11.4% increase in January 1982 over January 1981, the Union offer meets the test of comparability.

7. As to overall benefits and fringes, not including sick leave and personal days, the City position meets the standard of comparability.

8. The City has a weight in its favor in that it has afforded steady employment to the Firefighters at a time of layoffs in the private sector.

9. The City has not made a case for the reduction of sick days from 15 to 12 particularly since no compelling reason has been shown for this proposal.

10. The benefit of 12 hours of personal leave being sought by the Union does not meet the test of comparability as shown by such data as are available in comparable communities.

11. With respect to the Union proposal to substitute the California work schedule for the present Chicago work schedule, although there is a slight weight in favor of the Union offer on the basis of comparability in the secondary group (four municipalities having it as against three not), the weight of the factor falls to the City. This is because the City has shown that it will be a necessary concomitant to hire one additional fire officer on an eight hour day to maintain continuity in the Fire Department command structure in view of the possibility of a 15 day hiatus between contacts between a fire training captain and a fire prevention captain, which is possible under the application of the California schedule. While it may be possible to carry on the fire service without such a new fire officer costing approximately \$34,049, yet it is the opinion of the arbitrator that the fire protection would suffer somewhat without such an officer.

12. In the foregoing conclusion of the arbitrator, the arbitrator has not accepted the idea that the California work schedule offer of the Union is barred for contractual reasons as an improper interference with the rights of management. The offer of the Union, though not supported here, is nevertheless properly before the arbitrator.

13. As to the interests and welfare of the public, the arbitrator has concluded that although the City can meet the costs of either offer, it is not in the interests and welfare of the public to have an additional cost of approximately \$34,049 entailed in the wage settlement of the parties which with roll-up costs considered will come to \$35,089 under the Union proposal.

14. The City has not been persuasive in asserting that it needs five additional on-call Firefighters as a result of the introducing of the California schedule.

15. As to changes in the pendency during the hearing, the change in the cost of living which continues to go upward does not cause the arbitrator to substitute the conclusion that the conditions at the beginning of the period of retroactivity are those which must be considered in determining wage comparability.

16. Of the factors weighed, two are by far the most significant. They are the comparability of wage offers in which the weight goes to the Union offer, and the proposed change in the work schedule in which the weight goes to the City. Because of the fact that the change in the work schedule would about double the cost of the package to the City, the arbitrator is of the opinion that the terms of the City offer should be included in the 1982 agreement.

XXII. AWARD. In the matter of final and binding arbitration between the St. Francis Firefighters, Local No. 2717, International Association of Firefighters, and the City of St. Francis, the 1982 agreement shall include the final offer of the City.

*Frank P. Zeidler*

---

FRANK P. ZEIDLER  
ARBITRATOR

DATE December 6, 1982