

OCT 17 1983

In the Matter of Final and Binding Arbitration :  
 Between :  
 DE PERE FIREFIGHTERS ASSOCIATION :  
 and :  
 CITY OF DE PERE :

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

AWARD

CASE XX No. 30872 MIA-718  
Decision No. 20378-A

I. NATURE OF THE PROCEEDING. This is a proceeding in final and binding final offer arbitration between the De Pere Firefighters Association and the City of De Pere pursuant to Section 111.77 of the Municipal Employment Relations Act of the State of Wisconsin. The Association filed a petition with the Wisconsin Employment Relations Commission on December 20, 1982, for the purpose of resolving an impasse arising in collective bargaining between it and the City of De Pere. Through an investigation on February 9, 1983, conducted by its staff member, Amadeo Greco, the Commission concluded that an impasse under Section 111.77 (3) of the M.E.R. Act existed, certified that conditions precedent to the initiation of final and binding final offer arbitration existed as required by law, and ordered such arbitration. The parties having selected Frank P. Zeidler, Milwaukee, Wisconsin, as the arbitrator, the Commission appointed him on April 12, 1983. A hearing was held at De Pere, Wisconsin on July 21, 1983. The parties were given full opportunity to present evidence, give testimony, and make oral argument. Thereafter the parties filed briefs and reply briefs.

II. APPEARANCES.

FREDERICK J. MOHR, Attorney, PARINS, MC KAY, MOHR & BEINLICH, S.C., appeared for the Association.

RICHARD J. DIETZ, Attorney, City of De Pere, appeared for the Employer.

III. FINAL OFFERS.

A. The final offer of the Association:

DE PERE FIREFIGHTERS - FINAL OFFER

I.		<u>Min.</u>	<u>1/2</u>	<u>1-1/2</u>	<u>2-1/2</u>	<u>3-1/2</u>
1/1	FF	18,420	19,368	20,540	21,252	22,680
	FM					23,250
	Lt.					24,514
	Captain					25,710
7/1	FF	18,420	19,368	20,780	21,552	23,628
	FM					24,156
	Lt.					25,512
	Captain					26,820

II. Holiday Pay - 80% of employee's base monthly salary and dividing by the number of holidays.

III. 100% Retirement Contribution.

B. The final offer of the City:

	<u>Minimum</u>	<u>1/2 Yr.</u>	<u>1-1/2 Yr.</u>	<u>2-1/2 Yr.</u>	<u>Maximum</u>
Firefighter	18,420	19,368	20,540	21,252	22,915
Fire Mechanic					23,573
Lieutenant					24,814
Lt. Fire Inspector					24,814
Captain					25,953

IV. FACTORS TO BE WEIGHED BY THE ARBITRATOR.

Section 111.77 (6) of the Wisconsin Statutes is as follows:

"(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. LAWFUL AUTHORITY OF THE EMPLOYER. There is no issue here as to the lawful authority of the Employer to implement either offer.

VI. STIPULATIONS OF THE PARTIES. All other matters in the 1983 agreement of the parties have been stipulated to.

VII. FINANCIAL ABILITY TO PAY. The City is not raising an issue of ability to pay, but raises the issue of whether it is in the interests of the public to have to pay the costs of the Association offer. This matter will be considered later in this Award.

VIII. COMPARISONS; COMPARABLE MUNICIPALITIES.

The Association is emphasizing that its primary comparison is the City of Green Bay and the rates paid Firefighters there. However in its exhibit on retirement benefits, it has used all Brown County employees, all City of Green Bay employees, all Village of Pulaski employees, all Town of Allouez employees, and Ashwaubenon Public Safety employees.

In its wage comparisons, the Association used the Green Bay Police, the Green Bay Firefighters, Brown County Sheriff-Traffic Officers, Ashwaubenon Public Safety Officers and De Pere Police for comparisons.

The Association also supplied a copy of an Award by Arbitrator Howard S. Bellman of October 30, 1978, in a final and binding arbitration matter between the same parties involved here in which the arbitrator found to be "compelling" an "informal, non-contractual and fairly vague commitment to work toward approximate parity at a reasonable and prudent rate," with rates of Green Bay Firefighters. The Association considers this to be a matter of res adjudicata.

The City supplied a series of exhibits (City Exs. 4 through 8) which were exhibits of the Milwaukee, Appleton, Eau Claire, Manitowoc, and Green Bay areas. The purport of these exhibits is that suburban municipalities in these areas generally pay lower rates than does the central city. In the Green Bay metropolitan area, the City made these comparisons for 1983 Top Firefighter rates:

Green Bay	\$23,748
Allouez	20,617
De Pere (City offer)	22,915

Allouez is a township contiguous on its northerly border to Green Bay, and contiguous on its southerly border to De Pere.

In its Exhibit 10, the City used the following municipalities for comparison and supplied population figures:

Kaukauna	11,310 pop.
Marinette	11,965
Two Rivers	13,354
Menasha	14,728
De Pere	14,892
Green Bay	87,899

The matter of comparability of municipalities is an especially important one between the parties, so their positions on it will be summarized.

The Association's Position. The Association makes a fundamental contention that the prior arbitration decision of Arbitrator Bellman is res judicata on the question of comparability. "Approximate parity" with Green Bay has been established by this decision, on the ground that the parties themselves had accepted it.

Further the Supreme Court of Wisconsin in Denhart v. Waukesha Brewing Co., 21 Wisconsin 2nd 583 (1963) at page 589 stated that: "As a general rule the doctrine of res judicata is applicable to final awards made by arbitrators." A precedence thus has been set to have proximate parity with Green Bay, and this is binding. The City first made attempts to achieve this, but now argues that its previous settlement of a two year agreement nullified the agreement. In the five years following the gentlemen's agreement of approximate parity, the City has not lived up to its promises. Continued amicable labor relations depends on cooperation and trust.

The Association also argues that the City has given parity to its Police Officers with respect to Green Bay Police, and the De Pere Firefighters should have parity with the De Pere Police.

The City's Position. The City rejects the Union contention that the Bellman position requires what the City calls "absolute parity" between De Pere and Green Bay. The City does recognize Green Bay as a comparable community, but not the only one, and the City in its bargaining history has complied with the spirit of its negotiating position prior to 1978. Since 1978 other facts, including negotiated settlements, have intervened to require less emphasis be placed on the Bellman decision. The City never accepted the concept of strict parity with Green Bay, and to do so would be a questionable delegation of its responsibility.

The City says that while weight must be given to the labor situation in nearby Green Bay, it should be recognized that Green Bay is six times as large as De Pere. Also there are other municipalities in the Green Bay area more comparable to De Pere.

The City notes that there were five agreements between the parties in three years. In 1979 the agreement provided for an increase higher than in Green Bay. In 1980 because of a runaway inflation, a disparity was permitted to be created, but a healthy increase was granted. The Association currently would ignore this history.

The City notes that it has a list of comparables that include Green Bay and cities more nearly the size of De Pere. The City also says that the Town of Allouez provides a reasonable comparison with its population of 15,201. The City cites an award by this arbitrator in which the Cities of De Pere, Menasha, Kaukauna and Marinette were held to be comparable to Two Rivers.

The City says that in including Green Bay, comparability should not be confused with parity. While wages in the larger community have an impact on wages paid in smaller surrounding communities, the tendency is for wage rates to be reduced in such communities. Bargaining history shows this.

The City argues, too, that there is some degree of comparison between the De Pere Firefighters with Green Bay Police and Brown County Sheriffs, yet here there is not a particular relevance in determining this matter.

The City argues that the pay of Ashwaubenon Public Safety Officers is closer to an appropriate comparable. The positions to be compared are those of Top Firefighter with Public Safety Officer I and not Public Safety Officer II, because the job description of the former is more comparable to De Pere Firefighters.

The City says that in Green Bay City, the top wages for Police and Firefighters are the same, indicating a history of parity between the parties. To tie the De Pere Firefighters to the Green Bay Firefighters is in turn to tie De Pere Firefighters to the Green Bay Police. But in De Pere there has been an historical difference in rates between the De Pere Police and the Firefighters. Thus to raise the Firefighters in De Pere to rates in Green Bay would erase the historic disparity in De Pere between Police and Firefighters; and the De Pere Police would be likely to demand that disparity be reinstated between Police and the Firefighters.

The City states that the Association reliance on Denhart v. Waukesha Brewing is misplaced and that the Wisconsin Supreme Court rejected the concept of res judicata in that matter, stating that the award of an arbitrator must conform to the submission and is void to the extent that it is outside the submission. Any discussion then in the 1978 decision is dicta and not binding in the instant proceedings.

Discussion. The major question is whether the 1978 award is so binding that the decision here must be limited to and based on a comparison between De Pere and Green Bay Firefighters. This arbitrator is of the opinion that after the arbitrator in the 1978 matter issued his award, the award itself was res adjudicata - a matter adjudicated, but that his opinion and his conclusions on which the award was based are not rei adjudicatae.

However among the opinions and conclusions of the arbitrator in the 1978 decision, this arbitrator finds the previous arbitrator's observation that the "parties have developed an informal, non-contractual and fairly vague commitment to work toward approximate parity at a reasonable and prudent rate" to still be valid. It should be noted, however, that "approximate parity" is not "parity", and working toward it "at a reasonable and prudent rate" implies that other factors exist which determine whether an action is reasonable or prudent in working toward the goal.

The City states that it considers wage rates and conditions in Green Bay, a city in the same geographical area, to be a matter of comparison, but it would be an error to conclude that the City must absolutely be bound by whatever terms are arrived at between Green Bay and its Firefighters. This arbitrator agrees with this judgment and for the reason stated by the City, that such a conclusion would amount to a questionable delegation of authority.

The matter of comparable municipalities and agencies then comes to a determination as to what are the more comparable municipalities and agencies and how much weight should be attributed to Green Bay among those comparables.

To this arbitrator, as far as wages are concerned, the most comparable municipality would have been Ashwaubenon because of its similar location in the Green Bay metropolitan area. However the classification of Public Safety Officer in Ashwaubenon and the job descriptions attached thereto are sufficiently dissimilar from the duties of Firefighter only to give pause to using Ashwaubenon's pay scale as the primary comparison.

There is validity to comparing De Pere with Menasha, Two Rivers, and Kaukauna, all being parts of a complex of municipalities, but De Pere is under the influence of Green Bay municipal wage scales, and this factor also must be considered. The arbitrator concludes then that the De Pere wage scale should be somewhere between the average of nearly comparable communities and the scales of Green Bay. The degree of nearness to one or the other groupings should be determined by the other factors arbitrators are to weigh.

Comparisons of wage scales of Firefighters to other Police in the area, of course, have some usefulness, but a lesser one in relation to comparisons between Firefighters. Internal comparisons within De Pere also must be considered, and this will be treated separately.

IX. COMPARISONS - WAGE OFFERS. The following table shows the wage offers of the parties. The information comes from the final offers and Joint Exhibit 1.

TABLE I  
COMPARISON OF WAGE OFFERS

Classification	1982				1983								
	1/1	5/1	9/1	Aver.	Assn.				City				
					1/1	% Inc. (1)	7/1	% Inc. (1)	Aver.	% Inc. (2)	1/1	% Inc. (1)	% Aver. Inc. (2)
Firefighter													
Min.	16,260	17,220	18,420	17,300	18,420	0.0	18,420	0.0	18,420	6.5	18,420	0.0	6.5
1/2 Yr.	17,088	18,108	19,368	18,188	19,368	0.0	19,368	0.0	19,368	6.5	19,368	0.0	6.5
1-1/2 Yr.	17,940	18,980	20,300	19,073	20,540	1.2	20,780	2.4	20,660	8.3	20,540	1.2	7.7
2-1/2 Yr.	18,492	19,572	20,952	19,672	21,252	1.4	21,552	2.9	21,402	8.8	21,252	1.4	8.0
Max.	19,080	20,280	21,720	20,360	22,680	4.4	23,628	8.8	23,154	13.7	22,915	5.5	12.6
Fire Mechanic	19,584	20,844	22,344	20,924	23,250	4.1	24,156	8.1	23,703	13.3	23,573	5.5	12.7
Lieutenant	20,640	21,960	23,520	22,040	24,514	4.2	25,512	8.5	25,013	13.5	24,814	5.5	12.6
Lt. Fire Insp.	20,640	21,960	23,520	22,040							24,814	5.5	12.6
Captain	21,672	23,040	24,600	23,104	25,710	4.5	26,820	9.0	26,265	13.7	25,953	5.5	12.3

(1) % Increase over 1982 Top Wage

(2) % Increase over 1982 Average Wage

The Association in its Exhibit 1 agrees with the dollar amounts stated in the above table for the end rate in 1982 and for the 1983 offers, but in its percentage increases in Exhibits 1 and 2, it has substantial differences. The data on percentage increases as claimed by the Association are listed here with average increases as calculated by the arbitrator.

TABLE II  
ASSOCIATION LIST OF PERCENTAGE INCREASES  
BETWEEN 1982 AND 1983 UNDER THE OFFERS

Classification	City <sup>(1)</sup>	Assn.		Average Increase	
		1/1 <sup>(1)</sup>	7/1 <sup>(2)</sup>	City <sup>(1)</sup>	Assn. <sup>(3)</sup>
Firefighter					
Min.	0	0	0	0	0
1/2 Yr.	0	0	0	0	0
1-1/2 Yr.	1.2	1.2	1.2	1.2	1.2
2-1/2 Yr.	1.4	1.4	1.4	1.4	1.4
Max. (3-1/2 Yr.)	5.5	4.4	4.2	5.5	6.5
Fire Mechanic	5.5	4.1	3.9	5.5	6.1
Lieutenant	5.5	4.2	4.1	5.5	6.2
Captain	5.5	4.5	4.3	5.5	6.6

- (1) This list meets with that calculated by the arbitrator.
- (2) This list shows percentage rate of the 7/1 rate over the 1/1 rate.
- (3) The percentages shown from Firefighter (Max.) to Captain appeared to have been calculated by using the 1982 top rate and the 1983 average, whereas the arbitrator has compared the 1982 averages and 1983 averages.

The following information on certain costs accruing to the City under the 1983 offers is taken from City Exhibit 2:

TABLE III  
COSTS AND PERCENTAGE INCREASES ESTIMATED  
UNDER 1983 OFFERS FOR SELECTED ITEMS

	1982		1983				
	Budget	% <sup>(1)</sup> Inc.	City Offer	% <sup>(1)</sup> Inc.	Assn. Offer	% <sup>(1)</sup> Inc.	
Base Salaries	\$600,335	\$636,355	6.0	\$676,666	12.7	\$683,138	13.8
Holiday Pay	14,120	14,100	(.1)	15,913	12.7	32,136	127.6
Pension Cont. Employer <sup>(2)</sup>	40,020	40,020	-0-	40,020	-0-	59,044	47.5
Pension Cont. Employer	94,216	122,497	30.0	130,163	38.2	134,294	42.5
Total	\$748,691	\$812,972	8.6%	\$862,762	15.2%	\$908,612	21.4%

- (1) % of increase over contract year 1982
- (2) Employees Pension Contribution paid by Employer

Discussion. The Association has devoted its attention in the matter of wages to the effect of the Bellman decision and to comparables between the De Pere Firefighters and Green Bay Firefighters and Green Bay Police.

The City generally gives the same primary attention to comparables, but makes a point which should be considered here, namely that when the increase in wages is considered in percentage terms, the comparison should be made on average annual wages and not just on top rates.

In viewing Tables I, II and III the question is, what type of comparison should be applied - end rates to end rates, 1983 average rate to 1982 top rates, or average annual rates to average annual rates? The arbitrator is of the opinion that the latter type of comparison reveals most accurately among the three types of comparison what proposed offers will cost. End rates have some usefulness in comparing top rates between municipalities but they do not reveal annual costs.

The data then shown in Tables I, II and III will be applied in considering comparison between municipalities, total compensation and changes in the cost of living.

X. COMPARISONS - WAGES IN COMPARABLE MUNICIPALITIES.

The following data is derived from Association Exhibits 5 and 6:

TABLE IV

1982-1983 MONTHLY WAGE COMPARISONS END RATES OF  
SELECTED POSITIONS IN PUBLIC SAFETY SERVICES  
IN SELECTED MUNICIPALITIES

Municipality	Top FF				Sgt.-Lt.			
	Mo. Rate		% Inc.	Annualized Mo. \$ Inc.	Mo. Rate		% Inc.	Annualized Mo. \$ Inc.
	1982	1983			1982	1983		
G. B. Police	1,859	1,979	6.5	120	2,016	2,136	6.0	120
G. B. Fire	1,849	1,979	7.0	130	2,006	2,136	6.5	130
B. C. Sheriff	1,859	1,979	6.5	120	2,016	2,136	6.0	120
Ashwaubenon								
Public Safety	1,785	1,958	9.7	201	-	-	-	-
De Pere Police	1,859							
City		1,961 <sup>(1)</sup>			2,016	(1)		
Assn.		1,979						
De Pere Fire								
City	1,810	1,910	5.5	99	1,960	2,068	5.5	108
Assn.	1,810	1,969	8.8	120	1,960	2,125	8.4	124

(1) In arbitration. Data from City Ex. 10.

The following information is derived from the City's Exhibits 5, 7 and 8:

TABLE V

SELECTED ANNUAL TOP FIREFIGHTER RATES  
IN SELECTED MUNICIPALITIES

Municipality	1982	1983	% Inc.
Menasha	20,088	21,168	5.4
Kaukauna	18,424		
Appleton	20,280	21,695	7.0
Two Rivers			
1/82	18,387		
7/82	18,470		
Manitowoc	19,200		
Green Bay	22,188	23,748	7.0
Allouez		20,617	
De Pere (City)	21,720	22,915	5.5
Marinette	15,807		



The following information is derived from City Exhibit 10:

TABLE VI

COMPARISON OF WAGES OF TOP PATROL OFFICER AND TOP  
FIREFIGHTER, CITY OF DE PERE, FOR SELECTED YEARS

Year	P.O.			FF			Diff. for Assn.
	Rate	% Inc. Aver./Yr.	Top Rate	Rate	% Inc. Aver./Yr.	Top Rate	
1976	\$12,216			\$11,688			-528
1977	13,296	8.8		12,760	9.2		-536
1978	14,566	9.6		13,908	9.0		-648
1979	16,044	10.1		15,396	10.7		-648
1980	17,304	7.9		16,728	8.7		-576
1981							
1/81	19,344			18,600			
7/81	19,644		13.5	19,080		14.0	-564
Aver.	19,494	12.6		18,840	12.6		
1982							
1/82	19,644			19,080			
5/82				20,280			
6/82	22,308		13.6				
9/82				21,720		13.8	-588
Aver.	21,198	8.7		20,360	8.1		
1983							
City	23,532 <sup>(1)</sup>	11.0	5.5	22,915	12.5	5.5	-617 <sup>(2)</sup> -733 <sup>(3)</sup>
Assn. (Pol.)	23,748 <sup>(1)</sup>	12.0	6.5				
Assn. (FF)							
1/83				22,680			
7/83				23,628		8.8	+120 <sup>(2)</sup> -96 <sup>(3)</sup>
Aver.				23,154	13.7		

(1) City and Police Assn. offers.

(2) If City offer prevails in Police issue.

(3) If Pol. Assn. offer prevails in Police issue.

The next table is essentially City Exhibit 12:

TABLE VII

COMPARISON OF DIFFERENCES IN WAGES OF DE PERE  
AND GREEN BAY FIREFIGHTERS SINCE 1976

	De Pere	% Inc.	Green Bay	% Inc.	Difference	
					Annual	Monthly
1976	1/1 11,688		12,408		\$ 720	\$ 60
1977	1/1 12,760	9.17	1/1 13,368			
			7/1 13,457	8.45 <sup>(1)</sup>	697	58
			Av. 13,413	8.09 <sup>(2)</sup>	652	54
1978	1/1 13,908	8.99	1/1 14,460			
			10/1 14,520	7.89 <sup>(1)</sup>	612	51
			Av. 14,475	7.78 <sup>(2)</sup>	576	47
1979	1/1 15,396	10.69	1/1 15,780	8.67 <sup>(1)</sup>	384	32
				9.01 <sup>(2)</sup>		
1980	1/1 16,728	8.65	1/1 17,100			
			8/1 17,676	12.01 <sup>(1)</sup>	948	79
			Av. 17,340	9.88 <sup>(2)</sup>	612	51
1981	1/1 18,600	14.06 <sup>(1)</sup>	1/1 19,356			
	7/1 19,080		6/28 19,656			
			9/6 19,836	12.21 <sup>(1)</sup>	756	63
	Av. 18,840		12.62 <sup>(2)</sup>	Av. 19,557	12.78 <sup>(2)</sup>	717

continued

TABLE VII - continued

		<u>De Pere</u>	<u>% Inc.</u>	<u>Green Bay</u>	<u>% Inc.</u>	<u>Difference</u>	
						<u>Annual</u>	<u>Monthly</u>
1982	1/1	19,080		1/1	21,696		
	5/1	20,280		6/27	22,188	11.85 <sup>(1)</sup>	
	9/1	21,720	13.84 <sup>(1)</sup>		---	\$ 468	\$ 39
	Av.	20,360	8.06 <sup>(2)</sup>	Av.	21,951	12.24 <sup>(2)</sup>	1,591
1983		22,915 <sup>(3)</sup>	5.5 <sup>(1)</sup>	1/1	23,748	7.03 <sup>(1)</sup>	833
			12.54 <sup>(2)</sup>			8.18 <sup>(2)</sup>	69
	1/1	22,680 <sup>(4)</sup>					
	7/1	23,628 <sup>(4)</sup>	8.8 <sup>(1)</sup>			120	
	Av.	23,154 <sup>(4)</sup>	13.7 <sup>(2)</sup>			594	

- (1) Percentage increase above top rate.
- (2) Percentage increase above average rate.
- (3) City 1983 offer.
- (4) Association 1983 offer.

The Association's Position. The Association, relying on the Bellman decision which it contends calls for approximate parity with the Green Bay Fire Department, notes that its offer of a monthly De Pere wage of \$1,969 is closer to the Green Bay 1983 monthly wage of \$1,979 than the City offer of \$1,910. The intent of the City was to have approximate parity with Green Bay, and the City administrator acknowledged that the City had been committed to approximate parity until a few years ago.

The Association asserts that it has been patient and understanding through the years and has allowed the City to make a gradual increase to attain the approximate parity standard. Thus in 1982 and 1983 it is offering split increases. The Association asserts that in 1983 it lagged \$468.00 behind the City of Green Bay. Under the City proposal the gap will increase to \$833, but the Association offer will close that gap to \$120.

The Association notes that the De Pere Police achieved parity with Green Bay Police in 1982. The De Pere Firefighters do not have parity either with the Police in De Pere or the Firefighters in Green Bay.

The Association notes that the City of Green Bay negotiated a wage increase of \$155 for the first six months of 1982 and an additional \$41 during the last six months of 1982 resulting in a total increase of \$196. In De Pere the City negotiated a settlement which included no increase during the first four months of the year, but then agreed to an ultimate increase in base of \$220 per month. This was done to ease the financial burden on the City. In the 1980 and 1981 contract the City gave the De Pere Firefighters a boost of \$196 per month as against the Green Bay raise of \$180, again indicating an attempt to bring De Pere Firefighters in line with Green Bay.

In 1982 the City saw fit to equalize Police Department salaries with those in Green Bay.

The Association says that under the City's proposal a Firefighter will receive \$1,195 in 1983 more than his end of the year rate in 1982. The Association claims that under its proposal this figure is \$1,434, a difference of merely \$239.00 for the entire year.

The Association in its reply brief cites data about Ashwaubenon Public Safety Officers to the effect that a substantial increase for Public Safety Officers I has occurred between 1982-1983, and the conclusion is to be made that Ashwaubenon is attempting to catch up with Green Bay. There is no evidence on Ashwaubenon Public Safety Officers I originally submitted in this proceeding.

The City's Position. The City first states that comparisons between the De Pere Fire Department and the Green Bay Police and Brown County Sheriff's Department are not particularly relevant to this matter, and it argues that this arbitrator has held in a previous case that the comparing of employees in a like service has primary value. The comparisons then must be made between fire departments.

The City also objects to the comparing of De Pere Fire Department employees with employees in the Ashwaubenon Public Safety Department. Although Ashwaubenon has Public Safety Officers I and II, the Association used the PSO II in its comparison. However, the PSO II is also a paramedic, and in De Pere paramedics are paid under a separate contract provision. The nine paramedics in De Pere were paid an average of \$1,157 per paramedic during 1982. This average should be rolled into De Pere Fire Department wages or reduced from the Ashwaubenon PSO's. In such case, the top PSO would have had a monthly salary of \$1,875 rather than \$1,958 in 1983.

The City relying on its Exhibit 8 says that the City of De Pere pays the second highest salary of any protective occupations in the Brown County area which are used by either party as comparables, and it pays a higher salary than either of the municipalities in the metropolitan area which are of like size.

The City notes that in 1982 the annual salary of a De Pere Firefighter was \$468 less than the City of Green Bay, but they were paid \$1,632 more than in Menasha, the next closest comparable. The City supplied data on Menasha in its brief, data which was not supplied in the hearing. The City contends that these data show that although the City will be paying a Firefighter salary which is \$833 less than that of the City of Green Bay in 1983 yet the salary paid in De Pere will increase on an annual basis to \$1,747 more than in Menasha. The City offer is thus more consistent with maintaining its position among relevant comparables. If the Association offer is paid, then the difference between De Pere and Green Bay would be only \$120, but the difference between De Pere and Menasha would increase to \$2,460, which is a substantial deviation from existing conditions.

The City states that the economic benefit (increase in actual income) of a Firefighter in Menasha between 1982 and 1983 is \$1,480, in Green Bay it is \$1,797, and for a De Pere Firefighter it is \$2,555.

The City states that its Exhibit 10 shows a consistency of bargaining histories between the City of De Pere Firefighters and the City of De Pere Police Department. The City has maintained its consistency of position in that bargaining history.

The City notes that the Association compares the De Pere Police Department and the Green Bay Fire Department, but does not compare the De Pere Police Department with the Ashwaubenon Public Safety Department. The City notes that this latter department was not created until 1980, and it is a comparable in the same area which was not present when the Bellman decision was rendered.

The City states that the De Pere Firefighters are treated as generously as the De Pere Police Department. The City in its reply brief argued that the De Pere Firefighter economic benefit both in 1982 and 1983 is superior to the economic benefit of the De Pere Patrolmen including retirement, holiday, taken as compensatory time or worked, and payments made by the employee to FICA. The data submitted, shown in Table XIV following, indicates that in both years the De Pere Firefighter had a superior economic benefit to the De Pere Patrolmen. These data were not originally supplied in this form, but were found in the City's reply brief. They are developed, however, from specific data given at the hearing.

Discussion. The matter first of the status of the De Pere Firefighters to Firefighters in comparable municipalities will be considered. On the basis of the evidence submitted, the arbitrator concludes the following:

1. The City's percentage increase offer is the lowest of the offers in the Green Bay area, including not only the Green Bay Firefighters, but other officers in security services in Green Bay, Brown County and Ashwaubenon. For this reason the difference in monthly compensation between the De Pere Firefighters and Green Bay Firefighters will therefore widen under the City offer (Table IV).

2. The Association offer contains the highest percentage increase for end rates, and the differences in monthly payments therefore narrow between De Pere and other security units (Table IV).

3. The average of four units mentioned in Table IV is 7.425%. The Association offer of an end rate increase at 8.8% is closer than the City offer of 4.5% for top Firefighter, but the City offer for an increase in a Lieutenant's rate (as compared also to a Police Sergeant) is closer to the average increase.

4. The De Pere rate both in 1982 and in 1983 under the City offer will be higher than any rate in comparable districts for Firefighters except in Green Bay (Table V).

5. Although the City offer increases the top rate for Firefighter in 1983 by a percentage of 5.5%, the actual annual pay will increase by a rate of 12.5%. Under the Association offer, with an 8.8% end rate increase and a 6.6% average increase over the 1982 end rate, there will be an average rate in 1983 13.7% above the 1982 average rate (Tables VI, III).

6. The City is offering a 5.5% increase on top rate for Policemen in 1983 and a 11.0% increase above the average rate. The Police Association in De Pere is seeking a 6.5% increase above top rate and a 12.0% increase above the average rate (Table VI).

7. The City offer increases the differential in base pay between De Pere Firefighters and De Pere Police in favor of the Police under the 1983 offers, but the Association would greatly narrow or erase the difference under its offer (Table VI).

8. There was a considerable increase in the lag behind the Green Bay Firefighters in pay between 1981 and 1982 in average pay, when the difference stood at \$1,591. Under the City offer this is reduced to \$833 this year. This is the third highest differential since 1976 (Table VII).

The foregoing recitation reveals that in the 1982 agreement between the City and the Firefighters Association in De Pere, the Association fell substantially behind its previous position in relation to the Green Bay Firefighters as to average salary, or, better expressed, actual annual income. There occurred a situation of a substantial need for a "catch-up" on the part of the City. The question then arises, is the City's catch-up enough when it goes less than half-way, or is the Association's offer which almost closes the gap for its Firefighters between it and the Green Bay Firefighters more conformable to statutory criteria? For an answer to this question, the arbitrator refers to the fact that the City in its offer is offering to increase the actual annual take-home pay by 12.5%. This is a substantial percentage increase, and the arbitrator considers it a reasonable effort on the part of the City. However, a catch-up situation remains, since under the City offer, the Association falls behind in base wages in its relationship to the De Pere Police. Considering these two matters, the arbitrator believes that the City offer represents a considerable catch-up effort, and the City should not be required to reach the full goal of a closer wage parity between Green Bay Firefighters and De Pere Firefighters all in one year. The City's offer is reasonable under the circumstances here.

It should be noted here that the City's argument on maintaining De Pere somewhere between Menasha and Green Bay is valid, but the data presented on Menasha for the first time in the briefs where it could not be subjected to cross questioning is not the determining factor here.

With respect to the relationship of the De Pere Firefighters to De Pere Police, the Firefighters as noted are falling behind the Police in their relationship on basic wages. The exhibits in the brief of the Employer contending that the Firefighters in De Pere are better off economically than Police because of Police payments toward F.I.A.C. is not given weight here, because it was the introduction of data not subject to cross examination. However, in spite of the deterioration of the position of Firefighters in basic wage in relation to De Pere Police, the arbitrator is holding that the City offer is reasonable because of the very high percentage this offer represents on the raise in actual annual pay in one year.

#### XI. COMPARISONS WITHIN THE MUNICIPALITY AND WITH OTHER TYPES OF EMPLOYEES.

The City presented two exhibits comparing its Firefighter salaries with certain employees. In one exhibit the City compared employees in Pay Ranges 10 and 14 from 1979 to 1983 with the salaries of the Firefighters. Employees in Pay Range 10 included certain kinds of truck driver and maintenance persons. Pay Range 14 includes a certified operator of the water treatment plant. In 1979 Pay Range 10 brought an annual salary 17.3% less than the Firefighter salary, and Pay Range 14 brought a salary 5.3% less. In 1982, the year-end salary of Pay Range 10 was 24.9% less and the average salary 17.1% less than the Firefighters' salaries; and Pay Range 14 received 15.0% and 7.8% less respectively.

In 1983 the City offer for Firefighters will produce a top salary below which Pay Range 10 is 24.5% less and the average salary in Pay Range 10 will be 14.0% less. The Association top salary for Firefighters will produce a condition in which the Pay Range 10 will be 28.4% less than this salary, and Pay Range 14 will be 17.6% less; and the average salaries will be 25.85% and 15.25% respectively as compared to Firefighter averages.

City Exhibit 13 was an exhibit on prevailing wage rates in De Pere for 1980, 1981 and 1982 as of April of each year. Andrew Radetski, Director of Public Works and City Engineer, testified that these documents showed that for 67 occupations, the average increase in 1981-82 was 5.32% and for 1982-83 it was 6.05%. He also stated he reviewed City contracts for five prevalent job classifications and found that in them the increases for 1982-83 were 3%.

The City argues that these figures show that the City maintains a consistency in pay between its other municipal employees and the Firefighters and in the case of private sector occupations, the City improves its position.

Discussion. The matter of relations to private sector employees and other municipal employees outside of Police was not extensively discussed. The arbitrator concludes that the City's offer in comparison to wage gains by other municipal employees and by private employees in prevailing wage occupations is reasonable.

XII. COMPARISONS - HOLIDAY BENEFITS. The Association is proposing to change holiday pay from the present contract provision of taking 40% of the monthly base and dividing it by 8, the number of holidays for line personnel, to a provision of using 80% of the base pay and dividing this by the number of holidays. From the exhibits and testimony the arbitrator has developed this table:

TABLE VIII

COMPARISON OF OFFERS ON HOLIDAY PAY, 8 HOLIDAYS

Year	Annual Wage	Monthly Wage			Holiday Premium	Annual Hourly Rate	Total Holiday Pay		
		100%	40%	80%			Day	Hr.	%
1982									
Top	21,720	1,810	724		90.50	7.46	269.54	11.23	50.5
Aver.	20,360	1,697	678		84.75	6.99	252.51	10.52	50.5
1983									
Assn.									
Top	23,628	1,969		1,575	196.87	8.14	392.23	16.34	100.7
Aver.	23,154	1,930		1,544	193.00	7.95	383.80	15.99	101.1
City	22,915	1,910	764		95.50	7.86	284.14	11.87	50.5

In City Exhibit 3 the City gave these estimates:

TABLE IX

ESTIMATED INCREASES IN HOLIDAY PAY UNDER THE OFFERS

Item	1982	City	% Inc.	1983		% Inc.	\$ Inc.
				\$ Inc.	Assn.		
Holiday Leave	\$10,997	\$12,387	12.6		\$12,507	13.73	
Holiday Pay	<u>14,120</u>	<u>15,913</u>	<u>12.7</u>	<u>1,793</u>	<u>32,136</u>	<u>127.59</u>	<u>18,016</u>
Total	\$25,117	\$28,300	12.7	3,183	\$44,643	77.7	19,526

From Association exhibits submitted after the hearing the following was obtained:

TABLE X

NUMBER OF PAID HOLIDAYS AND RATES OF PAY FOR SELECTED MUNICIPALITIES

Municipality	No. Holidays	Rate
Ashwaubenon		
1982	7-1/2	40% of monthly base
1983	8-1/2	40% of monthly base
Green Bay FD		
1982	8-1/2	80% of top Firefighters pay in lieu of 8-1/2 paid holidays
1983	8-1/2	85% of top Firefighters pay in lieu of 8-1/2 paid holidays per year
Green Bay PD		
1982	9	16 hours for 8 hours worked on holiday
1983	9	16 hours for 8 hours worked on holiday
Brown County		
1982	9	16 hours for 8 hours worked on holiday
1983	9	16 hours for 8 hours worked on holiday
De Pere PD		
1982	9	Time and one-half for holidays worked
De Pere FD		
1982		
Line Personnel	8	40% of monthly base divided by the number of holidays
Day Personnel	9-1/2	

The following table is taken from Association Exhibit 7, but the information for some of it could not be verified by other data submitted by the parties.

TABLE XI

COMPARISON OF HOURLY RATE AND PERCENTAGE OF BASE PAY FOR HOLIDAY PAY  
IN SELECTED MUNICIPALITIES WITH SELECTED SECURITY AGENCY

<u>Municipality</u>	<u>Hourly Rate</u>	<u>Percentage Increase</u>
Green Bay		
Police	\$23.27 <sup>(1)</sup>	200
Fire	16.41	205 <sup>(2)</sup>
Brown County Deputy	23.27 <sup>(1)</sup>	200
Ashwaubenon PSO	12.00 <sup>(3)</sup>	142
De Pere		
Police	27.32 <sup>(4)</sup>	250 <sup>(4)</sup>
Fire		
Assn.	15.02 <sup>(5)</sup>	184 <sup>(5)</sup>
City	11.21 <sup>(5)</sup>	142 <sup>(5)</sup>

- (1) From data supplied. Arbitrator calculates this to be \$22.82.
- (2) Arbitrator calculates this to be 201%.
- (3) Using position of PSO II, arbitrator calculates this figure to be \$11.45.
- (4) The source of these data was not given. It is reported that the De Pere Police agreement is still in dispute (City Ex. 10).
- (5) See Table VIII for arbitrator's calculations.

The Association's Position on Holiday Pay. The Association contends that the data in its Exhibit 7 shows the inequity of comparative pay for holidays. Only the Ashwaubenon Public Safety Department pays a rate like De Pere, but in Ashwaubenon the employees received a substantial basic wage increase. The holiday pay request of the Association when added to the wage request does not match the wage increase granted in Ashwaubenon. Therefore the holiday pay comparable should weigh heavily in favor of the Association's position.

The Association argues that in holiday pay, Police Departments and Fire Departments are to be compared, because an hour of a man's time should be considered in the same light regardless of whether the man wears a fire uniform or a police uniform. The Association notes that the Police Officer who works on a holiday can still spend time with his family, but the Firefighter is away from his family for the entire day. Thus the Firefighter's pay should be higher than the Police Officer's for that day.

The Association does not dispute the contention that the Association pay would be \$16.31 per hour and that under the City's plan it would be \$11.85; but the Association finds it shocking that the Police are paid \$27.32 for their hourly pay. The Firefighter's amount is less than half of what the Police Officer's would be if the City offer is accepted.

The Association rejects the City argument that the Firefighters have a much greater benefit than the Police in that they can take their holiday pay as compensatory time. The Association argues that this compensatory time off provision is a benefit to the City in that it does not incur additional costs other than lost hours. The Association notes also that if the Firefighter chooses to take his entire holiday pay as paid time, this would cost the City \$1,511, a cost the City has indicated it is willing to accept. The Association says that its new offer would cost only \$1,574.40 which is only \$64.40 more than the City is now obligated and willing to pay under present conditions.

The Association contends that the City's reference to Green Bay and Ashwaubenon as comparisons indicates that the City has sought parity with Green Bay in the past.

Comparables and costs favor the Association offer on holiday pay.

The Association challenges the proportions used by the City to determine the expenditures for holiday pay and holiday leave under the Association's offer, asserting that the City was not consistent in the way it apportioned dollars under its own offer and the Association offer.

The City's Position. The City objects to Association Exhibit 7, because the comparisons do not show the substantial difference in holiday benefits among the various departments, and further the exhibit attempts to show benefits in 1983 by using 1982 salaries.

The City does not believe that Police and Sheriff's departments are reasonably comparable in making holiday pay comparisons. The reason is that the kinds of shifts worked are different. In the Police Department and Sheriff's Department officers are paid on the basis of overtime for time worked in eight hour shifts. Further Green Bay Firefighters are paid a lump sum in lieu of holidays even though the holidays are named in the contract. In Ashwaubenon, an hourly rate is paid in lieu of time off for holidays. Contrary to all of these, the City of De Pere makes either a payment or gives compensatory time off. The types of payment for holidays then cannot be compared.

The City says that the Association method of computing holiday pay is in error, and that the City offer for 1983 for holiday pay produces an hourly rate 150.5% of the daily rate whereas the Association offer produces a rate of 201% above the daily rate. The City is also making the argument that if the employee takes every holiday as compensatory time, in effect the employee is being paid his full daily rate for not working and thus is getting a payment of 100% instead of 40%.

The City says that the cost to the City comes either in lost employee time or in actual cash payments. The City under its offer is increasing its costs by \$3,183 and under the Association offer the cost increase would come to \$19,526.

Discussion. From the foregoing the arbitrator comes to the following conclusions:

1. That the present formula used by the parties to compute holiday pay comes to a figure close to a time and one half payment for each day or hour worked (Table VIII).
2. That the proposed formula offered by the Association would produce a payment one percent more than double time (Table VIII).
3. A projected additional cost of actual dollars spent if compensatory time is used as in 1982 would mean an increased cost of \$1,793 or 12.7% for the City offer and an increased cost of \$18,016 or 77.7% for the Association offer, if the City's estimate on an increase to \$32,136 for holiday pay is accepted. However this is subject to challenge.
4. The number of holidays for line personnel in De Pere is less than in other municipalities reported in the Green Bay area, except that in Green Bay all holidays are paid out in a lump sum.



5. Compensatory time was not reported as a feature in any other municipality used as a comparable.

6. Outside of De Pere three units were reported as paying double time or nearly double time and one unit of government was reported paying a rate based on 40% of the monthly base. The latter unit is more comparable in size and functioning to De Pere.

7. In De Pere the Police obtained time and one half for holidays in the last agreement.

The arbitrator, considering comparability of fire services, is limited to Green Bay and to Ashwaubenon for primary comparison, because of the nature of the Firefighter's workday compared to the Police workday. The arbitrator believes that the factor of comparability favors the Association offer. Although the percentage cost increase to the City for this item is high, the arbitrator believes that the factor of comparability is more significant here. The Association offer meets the standard of comparability more nearly than does the City offer.

The arbitrator, however, is not relying on differences in hourly compensation between Police and Firefighters for holiday pay as a basis for judgment. Police and Firefighters have some comparability on the basis of annual or monthly total wage, but comparing hourly rates produces substantial differences, because Firefighters may be on duty 2,912 hours a year and Police on duty 2,080 hours.

XIII. COMPARISON - RETIREMENT CONTRIBUTION. Of the municipalities and agencies cited by the Association in the Green Bay area, the following units of government pay 100% of the employee's retirement in 1983; Ashwaubenon Public Safety Department; Green Bay Police Department; Green Bay Fire Department; Brown County Sheriff's Department. In 1982 De Pere paid \$110 toward the policemen's retirement share and paid \$115 toward the Association's retirement share (Assn. post hearing exhibits).

The City in its Exhibit 3 gave the following information:

TABLE XII

CITY'S ESTIMATE OF ITS PENSION COSTS UNDER THE OFFERS

Item	1982	1983			1983		
		City Offer		% Inc.	Assn. Offer		% Inc.
		Amount	\$ Inc.		Amount	\$ Inc.	
City Contribution to							
Employees' Share	40,020	40,020	-	59,044	19,024	47.53	
Employer Contribution	94,216	130,163	35,947	134,294	40,078	42.53	
	134,236	170,183	35,947	193,338	59,102	44.28	

In Association Exhibit 4, the Association asserts that all employees in Brown County, Green Bay, the Village of Pulaski and the Town of Allouez have either 100 percent of their retirement contributions paid either by a clause to that effect in the contract, or by a dollar equivalent.

The Association's Position. The Association says that it is disturbing that all of the units in the Brown County area having the employees' share of retirement paid by the unit of government, that other municipal employees in De Pere have employees' shares paid 100 percent, and that most of the members of the De Pere Police Department have their retirement paid, yet this is not so for Firefighters. In De Pere for the Fire Department, if the City offer was accepted, the City would pay less than two thirds of a captain's retirement contribution.

The Association notes that the City is not making an argument on retirement, and the Association says that this is because the Association position with respect to comparables is compelling.

The City's Position. The City contends that it has historically bargained benefits relating to the employees' share of the Wisconsin Retirement Fund on the basis of dollar figures. To agree to pay 100% of anything means automatic increases in each contract, and this reduces the City's ability to bargain. The City notes that a specific dollar amount is also stated in the contract of the De Pere Police Department. Also the Firefighters are benefiting from a monthly dollar amount above that of the De Pere Police. The City is maintaining equity between the two services.

The City further notes that total pension costs to the City will increase 26% under its own offer and 44% under the Association offer, and that the item is a substantial part of the costs of the City. The retirement costs cannot be considered in a vacuum.

Discussion. The arbitrator concludes that there is a prevailing pattern among Brown County municipalities reported here, with the exception of De Pere, to have the Employer meet the full costs of the employees' contribution to retirement. Within De Pere there is some comparability between the Police and the Fire Departments, but only on dollar amount. The arbitrator concludes that the statutory factor on comparability in this case is more nearly met by the Association offer.

As to considering this feature in a vacuum, the arbitrator notes that the matter of total costs will also be considered.

XIV. TOTAL COMPENSATION AND BENEFITS. The City presented two exhibits relating to this aspect of factors to be considered. The following table is from City Exhibit 3:

TABLE XIII

CITY OF DE PERE - DE PERE PROFESSIONAL FIREFIGHTERS ASSOCIATION  
LABOR NEGOTIATIONS  
1983

	<u>1982</u>	<u>1983</u>	
		<u>City Final Offer</u>	<u>Association Final Offer</u>
Base Salaries	\$600,335	\$ 676,666	\$ 683,138
Paramedic Pay	10,417	10,417	10,417
EMT Pay	3,135	3,135	3,135
Drivers Pay	567	567	567
Longevity Pay	8,020	8,485	8,485
Clothing Allowance	3,915	3,915	3,915
Hospitalization Ins. (1)	38,958	40,320	40,320
Dental Ins. (1)	5,352	5,385	5,385
Pension Cont. Employee (1)	40,020	40,020	59,044
Pension Cont. Employer	94,216	130,163	134,294
Life Ins. (1)	758	1,480	1,480
Vacation Leave	39,485	48,901	49,384
Sick Leave	17,566	19,790	19,986
Holiday Leave	10,997	12,387	12,507
Holiday Pay	14,120	15,913	32,136
Total	\$887,861	\$1,017,544	\$1,064,193
Average Cost Per Employee	\$ 30,616	\$ 35,088	\$ 36,696

Equalized Valuation

	<u>1981</u>	<u>1982</u>	<u>1982</u>
	\$301,420,599	\$327,419,400	\$327,419,400
Rate per thousand dollars to fund above cost listing	\$2.95	\$3.11	\$3.25

(1) Employer Contribution

The City in its brief also dealt with a comparison of certain economic benefits between De Pere Police and Firefighters. The following table is from this source.

TABLE XIV

CITY'S COMPARISON OF ECONOMIC BENEFITS IN DE PERE

<u>1982</u>	<u>Firefighter</u>	<u>Patrolman</u>
Average Annual Maximum Salary	\$20,360	\$21,198
FICA	0	-1,420
Wisconsin Retirement	-248	0
Holiday	724 <sup>(1)</sup>	823 <sup>(3)</sup>
	<u>(1,342)<sup>(2)</sup></u>	<u>(1,143)<sup>(4)</sup></u>
	\$20,836	\$20,601
	(21,454)	(20,951)
<u>1983</u>		
Average Annual Maximum Salary	\$22,915 <sup>(5)</sup>	\$23,532 <sup>(5)</sup>
FICA	0	-1,577
Wisconsin Retirement	-453	-31
Holiday	764 <sup>(1)</sup>	869 <sup>(3)</sup>
	<u>(1,511)<sup>(2)</sup></u>	<u>(1,303)<sup>(4)</sup></u>
	\$24,226	\$22,793
	(23,973)	(23,227)

- (1) Actual holiday pay.
- (2) Value of compensatory time off.
- (3) Compensatory time if holiday off.
- (4) Compensatory time if holiday worked.
- (5) City's 1983 final offers.

The Association's Position. The Association says that City Exhibit 3 is misleading for several reasons. One is that the exhibit includes holiday leave which has no cost to the City. The City also did not prorate holiday leave versus holiday pay cost equally with the 1982 experience and gave no numbers as to the 1983 experience.

The Association says that in City Exhibit 3 only a few matters need to be considered. One is the difference in wage cost which comes to \$6,472, retirement which comes to \$23,155, and holiday pay which, when a proper proportional adjustment is made, comes only to \$9,183. This produces a total difference in package cost on relevant items to \$38,810 which comes to a \$2.42 per year per person in De Pere.

The Association disputes the contention of the City that the De Pere Firefighter is paid better than the City Policeman, stating that the Firefighter has approximately \$60 a month taken from his pay for retirement. The Association says that it does not deny that the costs for retirement would increase tremendously to the City under the Association proposal, but a substantial part of that increase exists because of adjustments made by the State of Wisconsin in its retirement fund contribution; the Association should not be punished for this. The City lagged behind on this retirement benefit compared to others, and the time for the City to pay has come, because there is no justifiable reason why the De Pere Firefighter should be treated so inequitably under retirement provisions.

The City's Position. The City argues that on the basis of its Exhibit 3 (which items are included in Table XII) the increase in taxes of the people of De Pere for fire service will be 5.42% for the City offer and 10.16% for the Association offer. The increases are built into the offer as the result of the increased payment or as a result of the increase in the Wisconsin Retirement Fund. The City then should not be expected to pay the Association offer.

The City notes that the increase in the pension costs will cost the City a 26% increase and the Association cost will be a 44% increase.

Discussion. The matter of total compensation is one of the more important factors in final and binding arbitration. Table XIII (City Ex. 3) shows some of the costs - the wage offer between the parties coming to a difference of \$6,472. The biggest cost comes in pension increases which come in total for the City's offer to \$35,947 and for the Association offer to \$59,102 being composed of a \$40,078 increase imposed by the retirement system and \$19,024 to the Association proposal.

The calculations of the Employer on holiday pay increases the overall costs in City Exhibit 3 (Table XIII). The arbitrator believes that the Association has a valid complaint in that the portions of holiday leave to holiday pay developed by experience in 1982 were applied to the City offer in 1983 but not to the Association offer. The proportions were 43.77% of holiday time taken in 1982 as holiday leave and 56.23% as holiday pay. Applying these percentages to the total exposure of the City if all holiday time were paid, under the Association offer, which exposure is \$44,643, the sum of paid time would be \$25,102 and that of holiday leave \$19,540.

The arbitrator further questions the inclusion of leave amounts in that the calculations as these amounts do not mean cash payment, but merely reflect what the City thinks this time is worth to the employees. Taking these items from the totals, the arbitrator has developed the following table.

TABLE XV

COMPARISONS OF COST OF TOTAL COMPENSATION AS DEVELOPED BY ARBITRATOR

Item	1982	City	1983		% Inc.
			% Inc.	Assn.	
Total cost per City #3	\$887,861	\$1,017,544		\$1,064,193	
Deducting leaves cost	68,048	81,078			
Deducting leaves cost and adding adjusted holiday pay				88,911	
Total	819,813	936,466	14.23	975,282	18.96
Average cost per employee	28,269	32,292		33,680	
Rate per thousand, 1981 equalized value of \$301,420,599	2.72				
Rate per thousand, 1982 equalized value of \$327,419,400		2.86	5.14	2.98	9.55

The parties did not provide any other information on comparing the percentage increase in De Pere with percentage increases in total compensation elsewhere, but the arbitrator judges the total cost of the City with a percentage increase to be more reasonable than the percentage increase under the Association offer. The factors that make the difference are those relating to the pension costs, particularly with what appears to have been retirement system increases imposed by the retirement system. The arbitrator then considers the City offer to total compensation to be the more reasonable offer with a 14.23% package increase.

XV. COST OF LIVING CHANGES. City Exhibit 1 yielded the information that the Consumer Price Index for Urban Wage Earners and Clerical Workers - Revised (CPI-W) stood at 292.1 in January 1983 which was a change of 3.5% above a year ago. In May it stood at 296.3 which was an increase of 3.4% above a year ago. The year-end average for 1982 was 6.0%.

The City's Position. The City notes the following information:

TABLE XVI

CITY'S PERCENTAGE WAGE INCREASE FOR SELECTED YEARS  
AND CHANGES IN CONSUMER PRICE INDEX

<u>Year</u>	<u>CPI</u>	<u>% FF Wage Increase</u>
1979	11.5	10.69
1980	13.5	8.65 (2nd yr. of contract)
1981	10.2	12.62 effective 14.06 end rate
1982	6.0	8.06 effective 13.84 end rate
1983 City offer		12.54 effective 5.5 end rate
Assn. Offer		13.7 effective 6.6 end rate

The City argues that the increases in the annual average salary is the compelling consideration here.

The Association's Position. The Association holds that its increase is 6.0% in its offer, and this is more comparable to the CPI change in 1982 than is the Employer's offer.

Discussion. There are two matters to apply here. One is what period for which to apply the relevant consumer price index. The arbitrator believes that since the agreement was to be at the beginning of 1983, the previous year's average is the most relevant index. This index was at 6.0% increase above the previous year of 1981.

The next question is how to apply this index. Does it apply to the change in the year-end rates or the change over the average compensation in the years of 1982 and 1983? The arbitrator holds that the latter method is most accurate in measuring the effect of wage offers. Using this standard the arbitrator finds that the City offer with an average increase of 12.5% above the 1982 rates is more comparable to the change in the CPI-W than the Association offer of 13.7%.

XVI. CHANGES DURING THE PENDENCY. A change during the pendency of this proceedings is the release of information on the August CPI-W. It stood at 299.5, an increase of 0.4% above the previous months, and an increase of 2.4% above the previous year. This is a factor favoring the City offer.

XVII. INTERESTS AND WELFARE OF THE PUBLIC. The City makes an argument that it is not in the interests and welfare of the public to have to pay the Association offer, though it is not pleading inability to pay. No evidence was given on the relative ability of the City to pay as compared to other municipalities. The City points to the large percentage increases in the package and says that the Association offer is beyond the bounds of reason in light of economic conditions.

The Association is arguing in effect that the Association offer is in the interests of the City, because to keep good labor relations, the City should hold to its policy in seeking parity with Green Bay. Further it is in the interests of the City not to be lagging behind other municipalities in its base wages and benefits like holiday pay and retirement contributions. Further the Firefighters should not be treated less favorably than the De Pere Police.

In considering the numerous arguments made on the issues here, including the interest of the public, the facts which emerge include the fact that the City needs to engage in catching up over a period of time to protective services in the area, especially in the benefits of holiday pay and retirement contribution. Also the City is falling behind in relationships between police and fire services in its own jurisdiction. Against this must be weighed the percentage increase in total compensation which is heavily weighted by changes in the Employer's contribution to retirement independent of the Association offer. The package increase of 14.23% (Table XV) under the City offer is about the limit of what it ought to be required to go in an effort to catch up to standards in one year. The arbitrator concludes that the public interest would be better met by the acceptance of the City offer in light of the total package cost.

XVIII. OTHER FACTORS. The arbitrator believes that the various factors impinging on this matter have been treated without ascertaining in the process other factors than those considered that need further treatment.

XIX. SUMMARY. The following is a summary of findings, conclusions and opinions of the arbitrator:

1. There is no issue here as to the lawful authority of the Employer to implement either offer.
2. The City is not raising an issue of ability to pay, but raises the issues of whether it is in the interests of the public to have to pay the costs of the Association offer.
3. The arbitrator concludes that the De Pere Firefighter wage scale should be somewhere between the average of nearby comparable communities and the scale of Green Bay Firefighters. The parties have developed an informal, non-contractual and fairly vague commitment to work toward approximate parity with Green Bay at a reasonable and prudent rate, but working toward parity "at a reasonable and prudent rate" implies the existence of other factors which determine whether an action is reasonable or prudent in working toward the goal.
4. With the existence of split wage offers, the arbitrator believes that the most appropriate method of determining cost increases and percentage increases is through the use of average annual rates. For top Firefighters in De Pere, the Association is proposing an annual increase of 13.7% and the City an annual increase of 12.6%.
5. A "catch-up" condition has existed in De Pere as compared to other departments in the Green Bay area, but the arbitrator believes that the City should not be required to reach the full goal of closer wage parity between Green Bay and De Pere Firefighters in light of the fact that the City's offer of a 12.6% wage increase for 1983 represents a considerable catch-up effort. The City's offer is reasonable under the circumstances here.
6. With respect to the other De Pere municipal employees than Police and with respect to gains by prevailing wage employees within the City's purview, the City offer to the Firefighters is reasonable.
7. The factor of comparability with other units of government in the Green Bay area favors the Association offer for holiday pay.
8. As to the Association offer on retirement pay, the arbitrator concludes that the statutory factor of comparability is more nearly met by the Association offer.

9. As to total compensation and benefits, the arbitrator, in light of evidence, revised City estimates of its costs, but finds that the City total costs will mean a 14.23% increase over the previous year and the Association total cost will come to an 18.96% increase. A main feature in the rise of costs is an increase in retirement benefit payments required of the City by the retirement system. With its total package offer of 14.23% increase, the arbitrator considers the City offer on total compensation to be more reasonable.

10. Using the year average for 1982 of the CPI-W, which was 6.0%, the City package offer of 14.23% is reasonable.

11. A slight factor favoring the offer of the City is the relatively low annual increase of the CPI-W, All Cities, which showed an increase of 2.4% in August 1983 above the previous August.

12. As to the interests and welfare of the public, although the City is falling behind in the relationships between Firefighters with respect to Police Officers in its own jurisdiction, in its 1983 offers, the package offer is about the limit of what it ought to be required to go in an effort to catch up to standards in one year, and the public interest would be better met by the acceptance of the City offer in light of the total package cost.

13. In the foregoing the major factors of holiday and retirement proposals favor the Association offer, and the major factors of base wage package increases, changes in the cost of living and interests of the public favor the City offer. The arbitrator concludes that the preponderance of statutory factors lies with the City offer, and therefore makes the following Award:

XX. AWARD. The 1983 agreement between the De Pere Firefighters Association and the City of De Pere should include the final offer of the City of De Pere.

*Frank P. Zeidler*

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FRANK P. ZEIDLER  
ARBITRATOR

DATE

October 14, 1983