

STATE OF WISCONSIN  
BEFORE THE ARBITRATOR

20402-A

JUN 14 1983

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

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In the Matter of Arbitration Between

CITY OF RHINELANDER

and

THE RHINELANDER FIREFIGHTERS ASSOCIATION  
LOCAL 1028  
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MIA-736

Gordon Haferbecker, Arbitrator

June 15, 1983

Decision No. 20402-A

APPEARANCES:

Mr. Donald Knutson, Bargaining Chairman, Rhinelander Firefighters Local 1028, for the Association.

Mr. Philip Parkinson, City Attorney, City of Rhinelander, for the City.

Mr. Leroy Waite, Vice President, International Association of Fire Fighters, 5th District, Beloit, for the Union.

BACKGROUND

On January 10, 1983, the Union filed a petition with the Wisconsin Employment Relations Commission requesting the Commission to initiate final and binding arbitration pursuant to Sec. 111.77(3) of the Municipal Employment Relations Act, with regard to an impasse existing between the parties with respect to wages, hours, and conditions of employment of firefighter personnel for the year 1983. An investigation was conducted on February 23, 1983, by Mary Jo Schiavoni of the Commission's staff. On March 3, 1983, the Investigator informed the Commission that the parties are at impasse as outlined in their final offers.

On March 9, 1983, the WERC initiated final and binding interest arbitration pursuant to Sec. 111.77 of the Statutes and submitted a panel of arbitrators to the parties. On March 23, 1983, Gordon Haferbecker of Stevens Point was appointed as the arbitrator. An arbitration hearing was scheduled for April 21, 1983 at the Rhinelander City Hall. The hearing was preceded by mediation which was not successful. At the hearing, the parties stipulated that the issue of health insurance was settled and it was withdrawn from the final offers. Briefs were sent to the Arbitrator on May 13, 1983.

The parties elected not to file reply briefs. On May 25, 1983, the Employer sent the Arbitrator a letter concerning the City of Rhinelander's contract settlement with Local 1226, representing the public works and clerical staff. The settlement had been reached with Mediator/Arbitrator Gil Vernon on May 23. The Union, on May 26, wrote the Arbitrator protesting the submission of additional evidence after briefs had been received. The Arbitrator elected to allow the additional evidence as proper under Section 111.70(4)(cng): "Changes in any of the foregoing circumstances during pendency of the arbitration proceeding."

THE FINAL OFFERS

City of Rhinelander

1983 Wage Proposal: 4.3% across-the-board on base salary effective 1/1/83  
Balance of 1982 Working Agreement remains the same.

Rhinelander Firefighters, Local 1028, I.A.F.F.

All terms of the 1982 contract remain in effect, except the following:

Article XI - Rank and Salary Schedule;

Increase of 4.95% of wages on each step, retroactive to  
January 1, 1983

Article XI - Rank and Salary Schedule;

Add new step - Nationally Registered Emergency Medical Technicians  
to receive an additional \$25 per month, retroactive  
to January 1, 1983

As indicated earlier, the parties stipulated that the Employer was to contribute an additional \$24 per month (1.7%) per employee to the health insurance premium. This provision was in both original final offers and the parties therefore stipulated on April 21 to remove it from their final offers.

## COMPARISON OF FINAL OFFERS

There are two issues, both economic. The issues are whether there should be step increase of 4.95% per step on 1982 wages (Union offer) or 4.3% per step (City offer). The cost difference is \$838.

The Union is asking also for \$25 per month for the eight registered EMT's. This would be an .85% cost for a total of \$2,400. The City offers no extra pay for this group.

The other economic item, agreed to by the parties, is an additional \$24 per month per firefighter for health insurance, a cost of 1.7% for a total of \$4,896.

The total cost of the three items for the Union is \$21,296 or 7.5%.

The City's total cost is \$17,058 or 6%. The difference in cost between the offers is \$4,238 (from Employer Brief, p. 6).

I will review the positions of the parties, particularly as they relate to the statutory standards.

THE INTERESTS AND WELFARE OF THE PUBLIC AND THE FINANCIAL  
ABILITY OF THE UNIT OF GOVERNMENT TO MEET THESE COSTS

Position of the City. The City does not allege financial inability to pay the cost of either final offer. The Firefighters emphasize that the City of Rhinelander provided a contingency budget for 1983 of \$150,600. The City does not dispute that a portion of that \$150,600 was set aside for employee wages. The Firefighters number 17 but the City has about 100 full-time employees. The contingency fund also must cover other 1983 budget changes, not anticipated when the budget was prepared in November of 1982.

The interest and welfare of the public includes other factors besides pure ability to pay. As of March, 1983, Oneida County had an unemployment rate of 12.5%. Firefighters' salaries come out of property taxes and in the last two years, Oneida County's tax delinquency rate rose 50%.

The City has an interest in keeping employee-related costs to a reasonable amount compared to the economic conditions of its citizens. The wage scale of the Firefighters was sufficient so that a vacancy in 1982 resulted in 76 applications for the one position.

Union Position. The Union presented exhibits concerning the City's finances (32 through 36, 46B & E). The City set up a contingency account of \$150,600 in the 1983 budget. This includes funds for wage settlements. There was also a balance of \$20,682 left from 1982 operations. The City has been able to earn interest on the contingency funds at an 8% rate.

The Union has accepted the City's request that all of the Union members' yearly overtime, call-in pay, acting pay, and holiday pay may accumulate for the entire year and be paid in one lump sum early in December. This concession which has been in effect for several years provides extra interest income for the City.

The State Levy Limit as shown in Union Exhibits 32-36 indicates that the City could have set its tax rate higher without exceeding the levy limit.

The Union points out that its members have frequently performed tasks beyond the normal scope of employment and without additional compensation in order to reduce costs to City taxpayers. Page 12 of the Union Exhibits list 10 such tasks including painting and remodeling.

The City can easily afford to pay the \$4,215 difference in cost between the City and Union offers.

## COMPARISONS WITH FIREFIGHTERS IN OTHER CITIES

Position of the City. The Rhinelander Firefighters have chosen as comparables eight Wisconsin cities: Stevens Point, Wisconsin Rapids, Wausau, Marshfield, Merrill, Rice Lake, Antigo, and Ashland. The City disputes the comparables as being truly comparable in two aspects: four of the cities have substantially larger populations and the position compared, top Firefighter, is not truly reflective of the base wage of all Firefighters.

Wausau, Stevens Point, Marshfield, and Wisconsin Rapids are all two to four times the size of Rhinelander. They should be eliminated from the comparison or, at least, their value as comparables, should be considerably reduced.

The remaining cities of Ashland, Antigo, Merrill, and Rice Lake are fair comparables, keeping in mind that Rhinelander is still the smallest of these cities. Rhinelander falls fourth out of the five cities losing ground only to the City of Ashland using the position of top Firefighter as selected by the Union.

Because the Rhinelander Firefighters have preferred to take their annual wage increase on a percentage basis, across the board, the result has been more dollars going to the higher ranks of lieutenant, deputy, and assistant chief than to the top firefighters. In contrast, the Rhinelander Police have taken their increases in equal dollar amounts per step, regardless of classification. If the highest-paid Union Firefighter positions are compared, Rhinelander ranks third among the five cities (Employer Brief, p. 17).

The wage rankings portrayed in Union Exhibits 31A and 31B are in some cases computed upon the second half of splits for 1983 wage rates. This affects the actual wages paid in Ashland and Antigo. Using the corrected wage scale for the top firefighter, the comparable cities would show:

	<u>Employer's List</u>	<u>Union List</u>
Rice Lake	1,566	1,566
Merrill	1,520	1,520
Ashland	1,387	1,400
Rhineland	1,372 (City offer)	1,372
Antigo	1,319	--

(Above from Employer Brief, p. 17 and Union Exhibit 31B)

Based upon this comparison the City of Rhineland pays substantially more than its neighboring city, Antigo and quite close to the City of Ashland. It should also be noted that 1983 is the second year of a two-year contract for Ashland and this diminishes its comparability since wage package and economic conditions have changed substantially. Merrill and Rice Lake pay more but Merrill is 1,000 larger in population than Rhineland and Rice Lake, serving a district of about 13,000 residents.

Union Position. Union Exhibits 31A and 31B compare the wage rankings of Firefighters, Drivers, and Lieutenants in the eight cities mentioned earlier.

The Exhibits show the relative ranking of the Rhineland positions with the other cities for the years 1978, 1979, 1980, 1981, 1982, and 1983. Rhineland's rank was 6th in 1978, ahead of Rice Lake, Antigo, and Ashland. It was seventh in rank in 1980, 1981, and 1982 and would be eighth in 1983 under both the Union and Employer proposals. Only Antigo would be lower in rank.

Inflation and unemployment have been nation-wide but yet the comparable cities have given larger increases to their firefighters than Rhineland has given.

Using the City's preferred comparisons, the data indicate that since 1978, the Rhineland Firefighters have been falling further behind Merrill and Ashland. Rhineland was \$49 above Ashland in 1978 but \$29 behind in 1983 under the City's offer and \$20 behind under the Union offer (Union Brief, p. 2).

Concerning comparisons with Antigo, that City is much less industrial than Rhineland and it relies more upon farming. This offsets its slightly larger size.

Wage increases for 1983 for firefighters among the Union's comparables include the following: Wisconsin Rapids 5%, Stevens Point 5%, Rice Lake 9%, Merrill \$925 across-the-board, Ashland 8% in January, 1983 and 1% in July and 1% toward retirement, Antigo \$65 per month, Marshfield 9.5 or 10.15% (in arbitration) (from Union Exhibits 23-30).

#### OTHER LOCAL PUBLIC EMPLOYEE SETTLEMENTS

Position of the City. The City has reached a settlement with the Rhineland Police Department for exactly 4.3% wages and 1.7% insurance (Employer Exhibit 2). This is the same settlement that the City has offered the Firefighters.

As indicated earlier, the Employer, on May 25, submitted information on the City's settlement with Local 1226, the public works and clerical staff. The total package cost was 6%. For the City Hall unit, the wage adjustment was 3% and insurance was 3%. For the Public Works unit, the wage increase was 3.9%, the insurance was 2% and .1% was allocated toward an individual adjustment. So this unit's settlement was also 6%.

There were also some items not costed. The City extended its compensatory time policy from its City Hall unit to include the Public Works unit. It also agreed to a new "wellness" concept which provides two additional days of vacation for employees who have already accumulated a minimum of 48 sick days and worked one full year without any sick days used.

The City of Rhineland is the county seat of Oneida County. Oneida County settled with its employees, the deputy sheriffs' association and the union representing the County's public works, office and clerical staff for a total package of 6%, consisting of 4.9% gross wages and 1.1% health insurance (Employer Exhibit 3).

Thus, the City's offer to the Firefighters is reasonable. To award the 7.5% package that the Firefighters have requested would diminish the importance of the other voluntary settlements that have been negotiated by the City and the County.

Position of the Union. At the hearing the Union pointed out that the Police were the only local unit that had settled for 6% and that the other unit, Local 1226, had not settled and was in mediation-arbitration.

The Union pointed out the K-12 teachers in the Rhineland School District had received an 8% wage increase for 1983 and that the school district support staff had reached a mediated settlement of just under 8%.

As indicated earlier, the Firefighters, by letter on May 26, protested the submission of the late settlement with Local 1226. The Union also stated, "The city workers, in Rhineland, are one of the highest paid public works departments in the valley and our Fire Department is the second lowest in the State. As of yet their contract has not been ratified and may not be as per conversation with the 1226 president."

#### POLICE AND FIREFIGHTER COMPARISONS

This concerns the comparison between Firefighter and Police wages in Rhineland. At the hearing, the Arbitrator also requested that the parties provide information as to how the comparable cities compared in their local pay for Police and Firefighters.

City Position. During the hearing, the Firefighters argued that their wage increase was necessary in order to make up some of the ground they have lost with past wage settlements with the Rhinelander Police Department. The City contends that over a substantial period of time it has tried to compensate the police and firefighters with equal wage settlements and that any difference between the police and fire salaries was historical in nature and not based upon different bargaining amounts as offered by the City of Rhinelander.

Employer Exhibit 11 shows that the percentage settlements for the Police and Firefighters were the same in 1978, 1979, 1981, and 1982. In 1980, the Police received 8.75% and the Firefighters 9% but the Police also received monetary value for sick leave towards retirement.

Employer Exhibit 12 compares the top paid employee in each department. Because the police department has preferred flat dollar increases while the Firefighters have preferred percentage adjustments, the dollar difference between the pay of the top officers in the two departments has narrowed. The growing disparity of wages below the top positions is due to the preference of the Firefighters to apply fixed percentages to the salary steps. This has put more dollars into the top positions than was the case with the police.

In the City of Rhinelander, a police patrolman makes approximately 4% more than does a firefighter. Employer Exhibit 13 shows the police-firefighter salary differential in nine area cities. The differentials range from firefighters making slightly more than police officers in Marshfield in the start, although equalizing after two or three years up to a difference of 6% between salaries in Antigo. The Rhinelander variance is reasonable when compared to the other cities.

It should also be noted that the City of Rhinelander is the smallest city with a fire department in the comparison. Of the 46 Wisconsin cities between 5-10,000, only 10 have full-time fire departments and Rhinelander is one of these. Looking at the true comparables, the City of Rhinelander probably has the population size and other factors to justify a decision making it the lowest paid fire department in Wisconsin. Despite the fact, Rhinelander pays more than the neighboring city of Antigo which has a larger population.

Union Position. As shown on page 6 of the Union Exhibits, the pay differential between the top patrolman and the top firefighter in Rhinelander has grown from about \$41 per month in 1978 to \$53 in 1982. Under the 1983 Union proposal the difference would be \$49 and under the Employer proposal \$58 (amounts rounded to nearest dollar).

There is currently about a 4% difference in pay levels in favor of the Police Department even though their standard work week consists of 40 hours, compared to 36 hours for the Firefighters.

Another major discrepancy in benefits between the two groups is that the police have a stipulation in their contract that calls for a retired employee to be granted dollar credit equal to one-half of his unused sick leave upon retirement. This is used to pay hospital and surgical insurance premiums. This benefit appears in the 1979 contract (Union Exhibit 21). It was increased to two-thirds of unused sick leave in 1980 (Union Exhibit 22). The Firefighters local has negotiated strenuously for this benefit over the past few years but without success.

Therefore, the Union feels totally justified in seeking a higher wage package than the police have settled for. The Union proposal would not bring the Firefighters up to the police salary and benefit level but it would reduce the disparity between the two groups.

Concerning the Arbitrator's request for information on firefighter-police wage differential the Union has provided Union Exhibits 49 through 56. These show a differential in favor of the Police in six of the eight other cities. In Marshfield there is no differential and in Stevens Point the firefighter earns more. The differentials range from \$2.39 in Merrill to \$87 in Antigo. Only two of the cities, Ashland and Antigo, have a larger police-firefighter disparity than Rhinelander would have under the Employer wage offer. Three would have a larger disparity under the Union wage offer (Union Brief, p. 3).

#### PRIVATE SECTOR WAGE COMPARISONS

Employer Position. Comparisons with local private sector wages are shown in Employer Exhibit 4. Daniels Packaging provided a 1982 average wage increase of 6 to 7.5% and a 1983 increase of 6.5%. About 15% of the employees are on lay-off (Employer Exhibit 4).

Triumph Twist Drill plans no 1983 wage increases. Marplex Products plans a \$300 per employee bonus at the end of 1983 but no wage increase. Coca Cola estimates a 4.5% pay increase in 1983. The Rhinelander Paper Company plans a 7.5% increase in 1983 but there was a zero increase in 1982.

In view of the above, the City's wage offer is the most reasonable.

Union Position. In past negotiations, whenever the Union tried to justify a higher pay increase based on private sector comparisons, the Finance Committee said the comparisons were not appropriate because the Firefighters were not in a production-type profession. Therefore, the Union was forced to settle for smaller raises, while the private sector employees made larger gains. Now, however, the City uses private industry settlements as a lever against municipal unions.

The following from Union Brief, page 5, compares Fire Department hourly and weekly wages with 3 local industries:

Paper mill (rewinder operator)	\$8.26/hr. x 40 hrs. = \$330/wk.
Daniel's (rewinder operator)	\$8.76/hr. x 40 hrs. = \$350/wk.
Twist Drill (laborer)	\$8.50/hr. x 40 hrs. = \$340/wk.
Fire Dept. (driver)	\$5.60/hr. x 56 hrs. = \$313/wk.

In view of the above, the Union wage proposal is reasonable.

## OVERALL COMPENSATION

Employer Position. The City fairly and adequately compensates the Firefighter in benefits additional to direct wages. Only Merrill pays more toward health insurance benefits than Rhinelander (comparison with Merrill, Antigo, Ashland, Rice Lake - Employer Brief, p. 28). Rhinelander Firefighters have an unusually favorable longevity benefit. Only the City of Ashland pays an amount equal to the City of Rhinelander and their longevity extends only to 20 years while Rhinelander's extends to 25 years (Employer Exhibit 10).

Employer Exhibit 10 compares the total cost per firefighter in the five Employer comparables. To the base wage of the firefighter is added the cost of health insurance and the cost of longevity pay at the ten-year experience level. Comparing these totals shows Rhinelander about in the middle of the five. If the Arbitrator chose the Union wage offer, it would put Rhinelander above Ashland and Antigo in total compensation.

Union Position. The Union did not prepare a special section on this matter, but the Union Brief, p. 5, states, "We further feel that the contracts submitted by both parties in their exhibits show that we do not receive any benefits or compensation that is not enjoyed elsewhere, either within the City or by our comparables."

The Union points out that three of the City's comparables--Ashland, Antigo, and Rice Lake--all provide for conversion of unused sick leave. This is a benefit the Rhinelander Firefighters do not have (Union Brief, p. 3, 4).

## COST OF LIVING COMPARISON

Employer Position. The parties differ substantially in their claim concerning the CPI. The Union has chosen the non-metro urban area North Central U.S. index in order to reach an artificially high CPI. The City believes that the national index is more indicative of price values and has traditionally been used by the City and the Firefighters and the other unions during wage discussions. The Firefighters have never before, during 1983 or prior wage negotiations, used the non-metro urban area CPI as a basis for a wage increase. In 1982, the national CPI increased by 3.9% (Employer Exhibit 6).

The U.S. Department of Labor--Bureau of Labor Statistics, which produces and prints the CPI recommends as follows (Employer Exhibit 7):

Local area CPI indexes are by-products of the national CPI program because each local index is a small subset of the national index, it has a smaller sample size and is therefore subject to substantially more sampling and other measurement error than the national index. As a result local area indexes show greater volatility than the national index although their long term trends are quite similar. Therefore, the Bureau of Labor Statistics strongly urges users to consider adopting the national average CPI for use in escalator clauses.

Thus, in this case, the National CPI rate for 1982 is the most appropriate to use in considering 1983 wage increases. The 3.9% annual rate in 1982 is below both the Employer and Union wage package offers.

The Employer also objects to the Union's submission of past CPI increases in comparison with wage increases. Those contracts considered the CPI at the time they were negotiated. Each year should stand on its own merits and the Firefighters should not be allowed a cumulative effect by reviewing past CPI variances. The Employer quotes Wisconsin Arbitrator Petri's statement that historic data on earlier CPI and wage changes are not pertinent (Employer Brief, p. 26).

Based upon the 1982 increase in the CPI and the continued low trend in 1983, the wage offer of the Employer is more reasonable than that of the Union.

Union Position. Union Exhibits, page 4, compare the CPI changes--non-metro urban area--from 1977 to 1982 with the percentage increases to the Firefighters. This shows an increase of 56.8% in the CPI, compared to Firefighter wage increases, over the period of 44.35% under the 1983 Employer offer and 45.25% under the Union offer.

## EMERGENCY MEDICAL TECHNICIAN PAY

The Rhinelander Fire Department has eight nationally registered emergency medical technicians (EMT's) at the present time. Effective with the last man hired in May of 1982, the Police and Fire Commission has made it a condition of employment that any new person hired from that date forward either already be a registered EMT or be willing to undertake the 120-hour EMT basic schooling. The Union is proposing that the EMT's receive an additional \$25 per month in addition to their scheduled Firefighter wages. As indicated earlier this would currently cost about \$2,400 per year or .85%. The Employer proposes no change.

Union Position. The Rhinelander EMT personnel have been responding to all emergency calls within the City of Rhinelander since 1980. In 1982, they responded to 286 emergency calls of a medical nature or 62% of the 466 total. It is department policy not to transport patients except in life-threatening situations, or upon request of the Oneida County Ambulance personnel. In 1982 this situation arose four times.

The EMT's also conduct a free blood pressure screening service to the public at the fire station. In 1982 alone there were 688 blood pressure screenings.

To retain status as a nationally registered EMT, it is necessary to attend a minimum of 48 hours of continuing education and a 33-hour national standard refresher course, both every two years. An annual six-hour cardio-pulmonary resuscitation (CPR) program is also mandatory.

The on-going education can be achieved in a number of ways. The department has its own in-service program covering various topics at monthly meetings. There are state-wide seminars, but generally Rhinelander EMT's only attend those in the immediate vicinity. EMT's may be paid mileage and a meal allowance for such attendance but they are never paid for time spent at these schools.

Of the eight cities the Union has chosen for comparables, six receive some type of compensation for their EMT status, ranging from 1% of base pay at Rice Lake (about \$16 per month) to Stevens Point's \$6.30 per day (about \$63 per month). The Union request of \$25 per month puts it sixth out of a possible seven in pay per month (Union Exhibits 23, 30, 45).

In a state-wide poll the Union conducted of other fire departments, more than 50% of those responding receive some kind of benefit for either paramedic or EMT pay, ranging from continuing education credits that earn incentive pay to 4% of base wages.

The City Finance Committee has stated that it does not want to grant EMT pay because the City gets no monetary benefit from this service, since it does not operate an ambulance service that could generate income. The Fire Department exists to provide efficient and professional service to the taxpayers of Rhinelander and the Union feels it is grossly unjust for the City "fathers" to put a price tag on citizens' health and welfare.

The pay that the Union is requesting for the EMT's will provide an incentive for present EMT's to keep their national registry status, thereby benefiting the community. Two of the original EMT's have lost their certification because of the hours required to maintain it. The Union would not like to see further losses because it is at the minimum quota needed to efficiently operate this service.

Concerning Employer Exhibit 10, a letter from Police Chief Paris, the three persons mentioned are no longer in the employ of the City. Mr. Poskie and Mr. Miller allowed their EMT training to lapse before they left the department and Miss Ladovig was employed as a dispatcher and thus was not available to help anyone.

Employer Position. The Rhinelander Firefighters, on Exhibit 45 of their submission, have made an EMT comparison which better argues the position of the City than the Firefighters.

In the list of nine cities alleged to be comparable, the City maintains that Stevens Point, Marshfield, Wisconsin Rapids, and Wausau must be eliminated because of their increased size over the City of Rhinelander. In Stevens Point, Marshfield, Wisconsin Rapids, and Wausau, the firefighters provide actual ambulance service for the citizens. They not only provide EMT services but do all transportation of patients to and from hospitals for whatever reasons. There are no other public ambulance services provided. Referring to the five cities which are of comparable size, only Merrill would pay more than the City of Rhinelander should the Union's final offer be adopted. The City of Merrill's sole ambulance service is provided by the Merrill Firefighters. Ashland and Antigo provide no compensation for EMT services. Only Rice Lake has a similar situation to Rhinelander in which it has a municipally-supported ambulance service along with EMT service from its firefighters. Their pay of \$15.65 per month is substantially less than the request of the Rhinelander Firefighters.

The City of Rhinelander is already serviced by a publicly supported ambulance service that provides EMT service to the City residents. Oneida County paid \$86,600 in 1982 to provide ambulance service for all of Oneida County including the City of Rhinelander. The City paid 14% of the cost for that service to its citizens, totaling \$12,124. The Firefighters presently supply a duplication of services. It does not appear to be in the public interest to require City residents to pay twice for EMT service.

The City presently pays all training for EMT certification for the City Firefighters (Employer Exhibit 5). The existing members of the Rhinelander Fire Department are under no compulsion to become EMT's; it is strictly optional for these members. Only for new Firefighters hired will EMT training become mandatory. In the future the City of Rhinelander may have its Firefighters provide ambulance service to its residents. At that time the approximately \$12,000 of cost the City now incurs could be used to help fund EMT training and make additional payments to the Firefighters. The Citizens should not be required to pay that amount now.

To accept the final offer of the Firefighters would be to place them at the top of the list for EMT service they provide the City. Therefore, the City's offer is more reasonable.

## ARBITRATOR'S ANALYSIS

Ability to Pay. As far as pure ability to pay is concerned, the parties agree that this is not an issue. The difference between the two wage offers would not present a problem for city finances.

Concerning the interests of the public, while it is true that the Rhinelander area has unemployment and tax delinquency problems, these have not been shown to be greater than other area communities.

There is also a significant public interest in the services provided by the Fire Department including the EMT service.

Comparables--Other Fire Departments. I would agree with the City that because of the very large population differences, the comparisons with Rice Lake, Ashland, Antigo and Merrill should be given more weight than comparisons with Wausau, Wisconsin Rapids, Marshfield, and Stevens Point.

Union Exhibits 31A and 31B clearly show that Rhinelander has lost ground in the relative pay of its firefighters since 1978, so that both under the Union and Employer offers it would rank 8th out of the 9 comparables in 1983, compared to a rank of 6 in 1978.

Using the Employer's preferred comparables, Rhinelander has been falling further behind Merrill and Ashland. Rhinelander was \$49 above Ashland in 1978 but \$29 behind in 1983 under The Employer's offer and \$20 under the Union offer (Union Brief, p. 2).

The Employer points out that the Rhinelander Firefighters have been taking their wage increases as a percentage at all positions rather than a flat dollar amount and that this makes the dollar difference with the police a little greater at the top firefighter rank and a little less at the top ranks. While this fact moderates the firefighter-police position a little, major differences remain. I also note that Union Exhibits 31A and 31B compare three department positions with other fire departments, not just the top firefighter position and here also the Driver and Lieutenant positions have the same low rank as Firefighter.

The Union's wage and benefit package of 7.5% is below the Ashland and Rice Lake 1983 increases. The Merrill increase of \$925 across the board also seems to be above the Rhinelander Union proposal.

The Union also noted that Antigo, the only comparable below Rhinelander, is less of an industrial city than Rhinelander and is more of an agricultural center.

On the basis of the firefighter comparables, the Arbitrator finds the Union case to be clearly more reasonable.

Rhinelander Fire and Police Comparables. The Employer states that over a period of time it has tried to compensate the police and firefighters with equal wage settlements and that any difference is historical in nature (Employer Exhibit 11).

In one respect at least, the City has not treated the two services equally. Since 1978, it has given the police the right to convert unused sick pay to pay for hospitalization and surgical insurance after retirement. Initially, this was a dollar credit for half of unused sick leave and it was increased to two-thirds in 1980 (Union Exhibit 22). The Police did receive 8.75% in 1980 compared to 9% for the Firefighters and the differential was supposed to reflect the monetary value of the sick leave provision.

Apparently the only salary percentage differential that the City made for the Police was the 1/4% in 1980. The parties have not presented evidence on the value of this benefit except that the Union estimated its value at .9% for the Firefighters in 1980 if credit were given for 1/2 of sick leave upon retirement (Union Exhibit 5). It seems likely, then, that the 2/3 conversion right of the Police could be worth over 1%.

The Employer has not explained why this benefit has been granted to the Police and not the Firefighters. Therefore, the two groups have not been treated equally in their pay and benefit increases since 1978.

Since the City has not been willing to grant this benefit to the Firefighters, I find that this fact strengthens their case for a larger increase than that given to the Police in 1983.

Other Municipal and County Settlements. The Employer has reached wage and benefit settlements of 6% with the Police and with the City Hall and Public Works units. As indicated earlier also Oneida County has reached 6% settlements with its units. The Union noted the 8% or near 8% settlements with the teacher and non-teacher support groups employed by the School District.

The City of Rhinelander has tried to establish a 6% wage and benefit package for its 1983 settlements with its unions. Two unions including three public employee groups--City Hall, Public Works, and Police, appear to have settled for this pattern. The Firefighters are asking for a package that exceeds the City's settlement pattern.

On the basis of the Employer's settlements with other local unions, the Employer's offer to the Firefighters fits the pattern established and is more reasonable in that respect.

Private Sector Settlements. On the basis of data presented by the Employer (Employer Exhibit 4), the City's wage offer is more reasonable. The City's 6% package is exceeded by the Rhinelander Paper Company's 7.5% for 1983 but the Paper Company had a 0% increase in 1982.

The Union's position is not unreasonable. It points out that in the years prior to 1982, the City thought private sector comparisons not appropriate but it now gives them much emphasis. Even so, the Firefighters do not earn as much per hour as production employees in major local industries (Union Brief, p. 5). However, the Union members have more job security and are less likely to be laid off.

On this comparison, I find the Employer's position a little more reasonable.

Overall Compensation. The Employer argues that Rhinelander Firefighters do rank a little higher than otherwise if two major benefits--longevity and health insurance--are added to base pay (Employer Exhibit 10). I find that the weight of this Exhibit is offset by the fact that it does not include another significant benefit--sick-leave conversion--which three of the City's comparables have acquired as a benefit. Ashland, Antigo, and Rice Lake all have this benefit--Rhinelander does not. I do not find either offer clearly superior when overall compensation is considered.

Cost of Living. I think the City properly questions the Union's use of the non-metro urban CPI if, as the City alleges, the parties had regularly used the national CPI index in the past. I think the City has presented a strong case for use of the national CPI index. At this time when the non-metro index shows a greater increase than the national CPI for 1982, one can understand why more unions are using it than in the past.

On the basis of the 1982 national CPI increase of 3.9%, the City's 1983 wage offer is more reasonable.

However, if the Union's comparison of CPI increases since 1958 with wage increases since 1978 is used, the Union wage offer seems more reasonable (Union Exhibits, p. 4).

The Employer rejects comparisons involving use of CPI changes over a period of earlier years for reasons cited earlier. I do not accept the City's rejection of such comparisons because it is a common practice in municipal interest arbitration cases for the parties to use multi-year comparisons. I have found this to be the case in several of my recent municipal arbitrations. In one current case, both the Employer and the Union are using such multi-year comparisons. I find that there is some validity in the use of such data in trying to estimate what has happened to real income over a period of time.

In view of the validity of the Employer's criticism of the Union's use of the non-metro urban CPI, I recomputed the price changes in the Union's Exhibit, p. 4. I used changes in the national CPI for Urban Wage and Clerical Workers and shown in Union Exhibits 10, 11, 12, 13, and 14. This shows the index rising from 186.1 in December of 1977 to 292.0 in December of 1982, an increase of 105.9 or 56.8% (105.9 divided by the base of 186.1). This 56.8% happens to be the same percentage as the increase in the non-metro urban index used by the Union.

Thus, the Union is correct in showing that the CPI has increased 56.8% over that time period, compared to wage increases of 44.35% under the Employer's 1983 offer and 42.25% under the Union offer. In criticism of this Exhibit, it should be noted that the City and Union 1983 offers are shown as wages only (4.95% and 4.3%) and do not include the health insurance cost increase of 1.7%. This should be included since it is an important component of the CPI. It can also be noted that probably many groups in both the public and private sector lost real income during the high inflation of recent years. The Firefighter situation was not unique.

In conclusion on the basis of all the above, I find the Employer position on the cost of living to be slightly more reasonable than that of the Union.

Pay for EMT's. The Union has presented some good arguments for some EMT payment to those Firefighters who have and retain such certification. The statistics indicate that the EMT's perform a significant service to people in the community in answering emergency calls and in blood pressure screening. While most of the training takes place during on-duty hours, it does require extra effort and dedication. Two of the original EMT's have lost their certification because of the hours required to maintain it. Continuance of the service would be endangered if there were additional dropouts. The monthly payment proposed would be an incentive to keep up certification.

The Employer has encouraged EMT training by providing the course work, mostly during on-duty hours and by authorizing the Firefighters to offer their services. The Employer has further recognized the value of the training by requiring such training for all new Firefighters.

While the Rhinelander Firefighters do not provide ambulance service, they do provide a valuable supplement to that service. From testimony at the hearing it appeared that there is good coordination between the EMT's and the ambulance service and that there is little duplication of service or expense. It seems likely that the cost of the ambulance service would be considerably higher if it were not supplemented by the Rhinelander EMT's.

I would agree with the Employer that the pay would not need to be as high as in cities where the fire department provides both the ambulance service and the EMT's. I agree with the City that Rice Lake is a good comparable. There the firefighters are paid \$15.65 per month for their EMT qualifications. While the Union's request here is somewhat higher, I do not find it unreasonable. It is more reasonable than no compensation. Twenty-five dollars per month is a modest remuneration for the dedication and effort required to acquire, maintain, and exercise the EMT skills. If, as the City indicates, it may sometime operate its own ambulance service, it would be desirable to have a modest incentive to encourage the current Firefighters to maintain their certification.

The Arbitrator concludes that on the EMT issue the Union position is the more reasonable.

#### CONCLUSION

As indicated in my review the Arbitrator has found the Employer position to be a little more reasonable on wage increase comparisons with the private sector and a little more reasonable taking into account cost of living changes. The Employer's position was more reasonable in comparison to the City's other 1983 wage settlements. I found the positions of the parties fairly evenly balanced on the questions of ability to pay, the public interest, and overall compensation.



However, the Union position was clearly more reasonable in wage comparisons with other firefighters, in comparisons with other 1983 firefighter wage increases, and in wage and benefit comparisons with the Rhinelander Police. I find that the Union has made a more reasonable case for its proposal for EMT pay.

Taking into account the briefs and exhibits of the parties, and considering the statutory criteria, I find that the weight of the evidence favors the Union position as being the more reasonable of the two.

The wage increase is very moderate. The Rhinelander Firefighters will make only a slight gain in their wage comparison with either the Employer or the Union comparables with other cities. There will still be some difference in pay with the Rhinelander Police but it will be narrowed a little. This takes into account the health insurance conversion benefit that the City has given the Police in recent years. The EMT monthly payment recognizes a valuable service rendered by the Firefighters and will provide some incentive to present Firefighters to keep their EMT certification.

It is true that considerable weight should be given the City of Rhinelander's other wage settlements, but I find that this is outweighed by the need to reduce the disparity with Police pay and benefits, by the need to avoid further losses in Firefighter pay in relation to other comparable firefighter units, and by the need to recognize and support the important EMT services provided by the Firefighters.

#### AWARD

The final offer of the Union, along with the stipulations of the parties, shall be incorporated into the 1983 collective bargaining agreement between the City of Rhinelander and the Rhinelander Firefighters' Association, Local 1028.

June 13, 1983

  
Gordon Haferbecker, Arbitrator

REVISED

JUN 13 1983

ASSOCIATION OF LOCAL UNIONS

CLARK COUNTY, MISSOURI

SUPPLEMENT TO ARBITRATION DECISION  
CITY OF RHINELANDER AND RHINELANDER FIREFIGHTERS' ASSOCIATION,  
LOCAL 1028  
MIA-736, June 13, 1983

BACKGROUND

Decision No. 20402-B

The Arbitrator's decision in the above matter was sent out on June 13, 1983. On June 20, 1983, City Attorney Phillip I. Parkinson, who represented the Employer, wrote to Donald Knutson, who represented the Union. The letter pointed to an error of fact in the Arbitrator's report and asked the Union's consent to request the Arbitrator to reconsider his decision in view of the correction.

On July 18, the parties sent the Arbitrator a joint request that he review the arbitration decision previously entered, in light of the error of fact regarding the wage increase for the Rhinelander Paper Company.

This supplement to MIA decision 736 is the response to that request.

CORRECTIONS

Employer Exhibit 6 in this case showed data concerning private industry wage increases and layoffs in Rhinelander during 1982 and 1983 for five Rhinelander employers. The Exhibit showed that the Rhinelander Paper Company gave no wage increase in 1982 and would be giving no increase in 1983. It also showed that 7.5% of the employees of the company were on layoff in 1983. The Arbitrator misread columns 3 and 4 of the exhibit and stated that there was a 7.5% wage increase in 1983.

Page 4 of the Arbitration decision says, "The Rhinelander Paper Company plans a 7.5% increase in 1983 but there was a zero increase in 1982." This should be corrected to read, "The Rhinelander Paper Company gave no wage increase in 1982 and there will be no wage increase in 1983."

On page 7 of the report, the Arbitrator states, "The City's package is exceeded by the Rhinelander Paper Company's 7.5% for 1983 but the Paper Company had a 0% increase in 1982." This whole sentence could properly be deleted.

MODIFICATION OF SUMMARY AND CONCLUSION STATEMENTS

After reviewing the private sector issue, the Arbitrator states at the bottom of page 7, "On this comparison, I find the Employer's position a little more reasonable." The Arbitrator now finds it appropriate to strike out the word "little" so the statement now would read, "On this comparison, I find the Employer's position more reasonable."

Under CONCLUSION on page 8, the Arbitrator states, "As indicated in my review the Arbitrator has found the Employer position to be a little more reasonable on wage increase comparisons with the private sector. . ." Here again, the Arbitrator would revise the sentence by striking the word "little" so that part of the sentence would read, "The Arbitrator has found the Employer position to be more reasonable on wage comparisons with the private sector. . ."

NO CHANGE IN AWARD

In reviewing the positions of the parties in this case my original decision found that the Employer's position was more reasonable on some issues and the Union position more reasonable on others. Where the position of each of the parties has merit in relation to some particular statutory criteria, the Arbitrator must decide what weight to give each criterion and to also look at the overall merit of each party's case.

Here the Arbitrator made an error concerning the 1983 wage increase of a major Rhinelander employer. The correction of this error changed the evaluation of the private sector comparison to make the Employer's position "more reasonable" instead of "a little more reasonable." My original conclusion on this issue did favor the Employer. The revised statement strengthens the Employer's position on that issue.

I do not find this change to be so major and so important as to require a change in my June 13 award. The change would have been more significant if the original conclusion had favored the Union on this issue and was now being reversed.

In looking at the wages of persons in protective occupations such as police and firefighters, arbitrators generally give more weight to comparisons with police and firefighters in other cities than to local private sector comparisons. This is because few cities have similar private comparables in the local community. In the case of secretarial or custodial occupations, private sector comparables would usually be readily available.

In my original decision (see page 9) I gave major weight to wage comparisons with other firefighters, to firefighter wage increases in other cities and to wage and benefit comparisons with the Rhinelander police. The modification of the private sector conclusion does not change the weight given to the above comparisons. I still find that, overall, the weight of the evidence favors the Union position as being more reasonable.

AWARD REAFFIRMED

The final offer of the Union, along with the stipulations of the parties, shall be incorporated into the 1983 collective bargaining agreement between the City of Rhinelander and the Rhinelander Firefighters' Association, Local 1028.

July 25, 1983

Gordon Haferbecker  
Gordon Haferbecker / Arbitrator