

DEC 11 1997

STATE OF WISCONSIN

Before the Interest Arbitrator

In the Matter of the Petition)

of)

Wausau Fire Fighters)
Local 415, IAFF)
AFL-CIO and CLC)

For Final and Binding)
Arbitration Involving Fire)
Fighting Personnel in the)
Employ of)

City of Wausau)

Case 8300

No. 54586 MIA-2090
Decision No. 29062A

APPEARANCES

For the Association:

John B. Kiel, Attorney

For the City:

Dean R. Dietrich, Attorney

PROCEEDINGS

On May 27, 1997 the undersigned was appointed Arbitrator by the Wisconsin Employment Relations Commission pursuant to Section 111.77 (4)(b) of the Municipal Employment Relations Act, to resolve an impasse existing between the Wausau Fire Fighters

Local 415 hereinafter referred to as the Association, and the City of Wausau, hereinafter referred to as the Employer.

The hearing was held on August 7, 1997 in Wausau, Wisconsin. The Parties did not request mediation services and the hearing proceeded. At this hearing the Parties were afforded an opportunity to present oral and written evidence, to examine and cross-examine witnesses and to make such arguments as were deemed pertinent. The Parties stipulated that all provisions of the applicable statutes had been complied with and that the matter was properly before the Arbitrator. Reply briefs were filed in this case and the record was closed on November 17, 1997 subsequent to receiving the final briefs.

ISSUE

The Parties have agreed on a two-year contract commencing January 1, 1997 through December 31, 1998.

Association

Employer

Wages

Wages

1/1/97 - 3%

1/1/97 - 3%

7/1/97 - 2%

1/1/98 - 3%

1/1/98 - 3%

7/1/98 - 2%

Hazardous Materials

Hazardous Materials

1.25% of top step for HazMat technician certification.

Status Quo

1.85% of top step for HazMat specialist certification.

2.5% of top step for HazMat team coordinator.

TENTATIVE AGREEMENTS

The Parties reached a tentative agreement on sick leave and EMT agreement.

ASSOCIATION POSITION

The following represents the arguments and contentions made on behalf of the Association.

Wausau is located in the center of the State of Wisconsin. The Wausau Fire Department is comprised of 61 members and Local 415 represents 54 of these employees. The Department provides fire and emergency medical services to the City of Wausau and several of its neighbors. In addition to providing the normal fire protection and emergency medical services, the Wausau Fire Department has agreed to become the only regional hazardous materials response team in the north central area of Wisconsin. This is covered by a grant over a four-year period of time amounting to in excess of \$700,000. The Department also generates revenues for the City, producing more than \$600,000 in 1995. The City's tax rate for 1995-1996 ranked 71st in the state, lower than that of Marshfield, Stevens Point and Wisconsin Rapids. Studies have shown that Wausau growth will continue

unabated. Both population and home values have taken significant jumps during the last few years. Wausau residents enjoy an expansive range of emergency services, while bearing a relatively low tax burden. In addition, much of the cost of emergency services is offset through Fire Department generated revenues and the hazardous materials grant.

With respect to the comparables the appropriate comparable pool is well established. The City fails to make a prima facie showing of a need for change, and also fails to fully justify its proposed change. Previous arbitration awards in the City's own wage and salary study established the appropriate comparables, those being Appleton, Beloit, DuPere, EauClaire, Fond du Lac, Janesville, LaCrosse, Manitowoc, Marshfield, Neenah, Oshkosh, Sheboygan, Stevens Point, Watertown, and West Bend. The City's own DMG study utilized many of these same comparables. Arbitrator Bellman in a previous interest arbitration award rejected the City's argument to change the comparables. Apparently, the City cannot take no for an answer and asks the current Arbitrator to do that which Arbitrator Bellman refused to do. It is well established that arbitrators are reluctant to modify an established comparable pool, and a number of citations were made in support of this position. What the City is trying to accomplish is to utilize comparability shopping in its most blatant form.

The comparison criteria supports the Association's wage offer. Arbitrators generally utilize internal and external comparables in trying to determine what the Parties would have settled on had they reached a voluntary agreement. Wausau is the largest central Wisconsin city and the 8th largest among the 17 DMG comparable communities, yet Wausau firefighters are the lowest paid in relation to either comparable pool. In addition, Wausau firefighters are paid significantly less than Wausau police officers. In the previous interest arbitration, the Arbitrator noted that the members of the bargaining unit are very low paid, even if the Association's offer were to succeed. These wage differentials demonstrate a need for catch-up and fully justify the Association's offer.

The City's wage offer tracks an unreasonable pattern that leaves the wages of bargaining unit members further and further behind the comparables. Not only would they be in last place, but also they would be even further from the middle than previously. While the City's 1996 wage offer did result in some catch-up to the median, that gain is lost under the City's 1997 wage offer and the firefighters fall even further away from the 1995 median. This erosion holds true for 5-year and 10-year firefighters. Similar results are noted for motor pump operator and lieutenant.

Even the Association's wage offer leaves the bargaining unit members earning less than their peers. The Association provides a number of examples of this. The Association would note that even a limited comparison to the City's comparables supports the Association's wage offer. The firefighters will continue to remain at the bottom of the City's comparable pool.

The City's wage offer is unreasonable because it destroys the historical relationship between its firefighters and police officers. Even in Wausau, arbitrators have noted the relationship between the protective services employees. The City may argue that it is maintaining the relationship, however, during the last contract the City provided its top step police officers with a raise worth over 9%, while concurrently arbitrating a 3.5% increase for its firefighters. By comparison, the City offered its firefighters 3.5% in 1995 and 3% in 1996. As a consequence, the City broke the historical pattern. The disparity has gone from a minimal amount in the late 1980s to over \$1,700 per year for 10-year police and firefighters in 1996. If the City's offer were accepted, the firefighters would fall further behind the Wausau police officers.

When comparing the overall compensation, this would support the Association's final offer. The firefighters earn less in direct total compensation than firefighters in comparable communities. When looking at all of the ways in which a

firefighter can earn pay, the Wausau firefighters are well behind the comparable group by in excess of \$3,000 per year. The Wausau health insurance rates do not justify a wage disparity that currently exists. Wausau paid slightly more than the average for family plan insurance in 1996 and 1997 and slightly less than average in single plan insurance in 1996 and 1997. The firefighters received a holiday benefit worth significantly less than their comparables. The City has failed to show that firefighters receive any other fringe benefits that explain the disparity in base and total direct compensation.

The Association's proposal on hazardous materials pay is reasonably designed to bring Wausau firefighters within a direct competitive position with respect to total compensation. The City should not be allowed to expand the comparable pool for the purpose of supporting its position on hazardous materials premium pay, thus, selectively expanding the comparable pool. Finally, the Association's hazardous materials pay proposal brings Wausau firefighters closer to the premium pay owned by EauClaire firefighters.

The Association also had the opportunity to respond to the Employer's initial brief:

The City claims that the internal comparables support its position. The Association agrees that internal settlement

patterns are important, however, the City has not supported its offer with the showing of a current or historical internal settlement pattern. In 1995 the City broke the historical relationship between its protective services. The City has agreed to varied percentage increases among its units. In addition, it is inappropriate internal settlement patterns where there is a significant disparity between the arbitrating unit and its external comparables.

The City claims that the differences in protective services compensation ignore the additional criteria that have been established for a police officer to advance on the schedule to the top rate. A review of the evidence shows that this simply is not true. From 1987 to 1996 a police officer will have earned \$1,600 more than the firefighter. This can be traced to the City's 1995 decision to provide its police officers with an unusually generous wage increase while arbitrating an unusually low wage offer with its firefighters. The City's current offer expands this differential. If, as the City suggests, one compares the top step of a police officer and the top step of a firefighter, the differential is more than \$2,500 per year, even under the Association's offer, which would expand in 1998 under the City's proposal. While some arbitrators have found that absolute parity is not essential, there should be some comparability. The City's proposal unreasonably expands the differential.

The additional criteria contained in the police officers' wage scale simply amount to an education incentive program that firefighters do not enjoy. A review of the 1995-1996 Collective Bargaining Agreement between the City and its firefighters reveals that the firefighters have no educational incentive program whatsoever.

There is no historical pattern of uniform settlements among City of Wausau employees. Even the Employer's own exhibits show that different units have received different percentages during the same contract years. The only historical relationship was between the police and firefighters prior to 1995. Since then, it is evident that the City endeavors to destroy the historical relationship between its protective services.

The City argues that total compensation favors its position. However, there are two problems with the City's analysis. The City's exhibits do not consider total compensation, and it places undue weight on the fringe benefit package in these proceedings. The City fails to include holiday and paramedic pay, and the City overstates the EMT premium earned by Wausau firefighters. The fact is that total compensation leaves Wausau firefighters well behind other central Wisconsin firefighters. This is true even utilizing the City's assumptions.

The Association notes the cost of insurance and Wausau did not stop the City from providing its police officers with a significant wage increase since the police officers received the same health insurance benefit as the firefighters.

The City is attempting to use interest arbitration to avoid that which it should reasonably provide in collective bargaining. The Association lost the last interest arbitration because its offer contained retiree health insurance, which in Arbitrator Bellman's opinion posed an unreasonable risk to the City. Even though he found in favor of the City, he did make a finding that the firefighters were very low paid. Even so, the City has proposed an offer that is .5% below the offer it arbitrated into the 1995-1996 contract. Had bargaining continued, the Association would never have agreed to this wage offer.

The Association's position regarding hazardous materials pay is justified. The Association's hazardous materials pay proposal is the more reasonable because it does not represent a significant change in the bargaining relationship. The Association has provided strong reasons and a proven need for the change, and because the evidence indicates EauClaire firefighters obtained a more generous benefit without a quid pro quo. The Association does not believe a quid pro quo is needed to support its hazardous materials pay proposal. The City failed to justify the use of different comparables for the hazardous materials

item. The City has also failed to provide adequate data on which to meaningfully compare hazardous materials pay. The City will have ample opportunity to deal with the impact of the Association's hazardous materials proposal in the future. The Association notes that the agreement with the state will expire prior to the expiration of the Collective Bargaining Agreement. At that time the City will have the opportunity to re-negotiate its grant with the State of Wisconsin to reflect a premium pay arrangement in line with that of Eau Claire. This should pose little problem for the City. The City will have ample opportunity to remedy any perceived problems with the Association's hazardous materials pay proposal in future negotiations.

With respect to the comparables, the City argues that Arbitrator Bellman did not rule on the appropriate comparables when he decided the predecessor dispute between the Parties. However, a look at the totality of circumstances reveals that Arbitrator Bellman did rule on the comparables, and he rejected the City's narrower comparable pool. He found the City's arguments to be unpersuasive and concluded that the Association's comparables are conventional and reasonable. This was also found to be appropriate by Arbitrator Marshall. The Arbitrator should reject the City's reliance on comparability rulings issued for other bargaining units and other cities.

The City's attempt to once again litigate the appropriateness of the DMG comparables on the basis of additional criteria should be rejected. These same objections have been raised previously and have been rejected by arbitrators. The City's population arguments simply do not hold water. The reliance on a narrower comparable pool is not in the best interest of the public. Services performed by this bargaining unit are largely the same as those performed by other firefighters in the Association's pool. The public has an interest in the fair treatment of all fire department employees.

The Association asks that for all the reasons stated above its offer be found by the Arbitrator to most closely meet the statutory criteria and, therefore, be adopted.

EMPLOYER POSITION

The following represents the arguments and contentions made on behalf of the Employer:

The City's final offer is consistent with the internal settlements with other city bargaining units and, therefore, should be selected by the Arbitrator. Employer Exhibit 17 shows that the City has maintained consistency in its treatment of all Association employees. Arbitrators have recognized the importance of internal consistency. The Arbitrator cannot ignore the longstanding tradition of settling all City contracts with the same across-the-board increase for City employees.

The total compensation provided to Wausau firefighters supports the selection of the City's final offer, when compared to the City's comparables which include Marshfield, Stevens Point, and Wisconsin Rapids. This total compensation analysis shows that the Wausau firefighters are very competitive in their total compensation compared to the comparable communities. The Association offer would move the firefighters from the middle of the comparables to the leader in total compensation in 1998. The City notes that it provides the full payment of health insurance premiums as a quid pro quo for higher wages. In addition, the City paid out a substantial amount of overtime in 1996.

The City argues that the established comparable group is Marshfield, Wisconsin Rapids and Stevens Point, and that it is the Association that is attempting to expand the comparable group. Arbitrators should be reluctant to do so and a number of citations were provided. A number of interest arbitrations, both within the City of Wausau and other communities, support the City's comparables. The Association is attempting to circumvent the accepted comparables because the 3% wage increase in the City final offer matches the general percentage increase authorized in the three communities.

The Association seeks to include a number of communities as comparables based on a DMG study performed by David W. Griffith & Associates. This study was prepared for non-Association managerial supervisory and confidential positions that do not meet the traditional criteria of comparability. These are not comparable because some of the communities have far higher population. Some are located in the Fox Valley area and are impacted by an entirely different set of economic conditions, and some are located so distant from Wausau as to be impacted by different economic conditions.

The longstanding external comparables support the selection of the City's final offer. A 3% general wage increase for 1997 is the obvious pattern of settlement. The only deviation might be the selection of the Association offer in the City of

Marshfield firefighter interest arbitration. Therefore, the City offer most closely meets the statutory criteria.

The Association has failed to justify the change in method of paying HazMat pay. All other City employees are compensated on a fixed dollar basis for additional assignments. The circumstances surrounding HazMat do not justify the change proposed by the Association. Pay was increased in the last arbitration proceeding by \$100 for each assignment. The City has been responsive to the issues of compensation for hazardous materials duty. There have only been three incidents requiring a response by the HazMat team. This activity does not support an automatic increase in HazMat pay. This pay, under the Association proposal, will increase each year without justification. In addition, the external comparisons do not support the final offer. The City presented a number of external comparables in response to the Association's position. They range from no compensation to percentage payments in Chippewa, EauClaire and Madison. In the first two firefighters who miss training sessions have a deduction from their paychecks which does not occur in the City of Wausau. Madison limits the number of firefighters to be allowed to be HazMat members, whereas in Wausau 39 of the 50 Association members participate on the HazMat team.

A comparison of annual compensation payments for both internal and external comparables support the City's final offer. The Association is essentially arguing throughout its presentation that the wage rate for firefighters in Wausau should be increased when comparing the annual rates for surrounding firefighters and for police officers in the City of Wausau. The Association misses a very important element in that firefighters from Wausau receive the top salary level after two years of service. Some of the comparables received top rate after three and five years of service. Police officers in Wausau do not reach the top level until after completion of 15 years of service. In addition, this totally ignores the additional criteria that have been established for a police officer to advance on the schedule on the top rate.

The bargaining unit history shows that the compensation received by firefighters is reasonable and appropriate with very little turn over in the past several years. The City is not lacking in applicants. The City had an opening for the firefighter position in July of 1997. It had 306 applicants.

The final offer of the City is supported by increases in the consumer price index, which ranged just slightly over 2% while the Association final offer far out-distances the CPI increases. The Association can offer no legitimate justification for this

amount of increase when comparing to the current or anticipated CPI.

The City also had an opportunity to respond to the Association's brief, and its arguments and contentions are as follows:

As expected, the Association relies upon comparative data from 16 communities to support its excessive final offer. These cities were used by the City of Wausau when conducting an independent wage and clarification strategy for management and non-represented employees. These 16 cities, other than the three cities of Stevens Point, Marshfield and Wisconsin Rapids, have never been used or relied upon by the City of Wausau or its local unions when comparing wages and other benefits. Arbitration awards show that Wausau is compared to these three cities. The suggestion that the City could summarily adopt a new comparable grouping and avoid the pattern of arbitration awards is a ridiculous argument. The arbitral authority provided by the City in its initial brief is far more persuasive as to the comparable grouping for this bargaining unit. Likewise, these communities have not utilized Wausau as a comparable in their interest arbitrations. The Association also relies on the Bellman award. Yet, it is the City's position that Arbitrator Bellman did not do a thorough analysis of the comparisons and boldly suggested by the Association. Arbitrators have found that

the wording of one arbitration award is not necessarily binding on other arbitrators. There is no explanation or rationale for the statement made by Arbitrator Bellman. The City submits that the comparable grouping of Wausau, Stevens Point, Marshfield and Wisconsin Rapids is the only appropriate comparable grouping that the Arbitrator should consider. There is a longstanding history of the use of these comparables by the cities and the labor unions involved. The City cites the City of Wausau police interest arbitration dated April 30, 1976, which states in essence that central Wisconsin cities should be compared only among themselves.

The Association in all the data presented ignores the important criteria of internal comparisons. This is done purposely since the internal data shows significant consistency among all unions in the City of Wausau. This consistency of treatment may be ignored by the Association, but not by the Arbitrator. In addition, it relies solely upon wages. A more thorough review of total compensation shows that total compensation for a 10-year firefighter in Wausau exceeds the same total compensation for a Marshfield firefighter and closely matches the same total compensation for a Wisconsin Rapids firefighter. The same would be true in 1998. The total compensation number suggested by the Association did not consider health and dental insurance benefits. The Arbitrator should look

at the whole package, not the wages only presentation made by the Association.

Likewise, the comparison between City firefighter rates and police officer rates does not support the Association's final offer. In 1995 the police union reached a voluntary agreement with the City that created a new step after 15 years of service. A similar settlement was not achieved with the firefighter union. Instead, the Association chose to go to arbitration and then failed to develop a reasonable final offer for consideration by the Arbitrator. The Association is proposing a significant deviation from the across-the-board increase granted to other City employees. The Association is not proposing a similar step schedule. This Association asks for an across-the-board increase that affects all of its members instead of a limited group of members that were affected by the settlement with the police union for their 1995-1996 contract. The Association wants to be greedy and instead of working with the City to establish an incentive based compensation level, it wants the higher rates of pay for all of its members. The Arbitrator is also asked to ignore the service and educational requirements in the police contract. In addition, the Association failed to show justification for its argument the firefighter wage rate should be compared to a police officer wage rate. Firefighters perform their duties only rarely, while police perform their duties on a daily basis.

Finally, the Association offer on hazardous material pay is unsupported in the record. The Association turns to the City of EauClaire for its sole support for its change in the method of compensating Association members for participation in the HazMat duty. The City has not chosen the additional communities for any purpose other than to counter the change in the status quo presented by the Association, particularly since HazMat pay was increased in the last contract. When looking at these other communities, it is clear that the Employer's position is correct.

The City would submit that the internal pattern of settlement bears greater weight in this proceeding. The Association should not be allowed to achieve substantial increases over what other bargaining units have voluntarily settled for, therefore, the final offer of the City should be selected by this Arbitrator..

DISCUSSION AND OPINION

One of the key elements of this case is the appropriate group of comparables for this bargaining unit and the City of Wausau. The City would limit the comparables to three other cities in central Wisconsin, Marshfield, Stevens Point and Wisconsin Rapids. We have in the record three interest arbitrations--one dated May 19, 1976 involving Arbitrator Marshall. Arbitrator Marshall found that communities within a 50-mile radius and the retail market and the economic activity index all favored the tighter group of comparables. Yet Arbitrator Marshall went on to note in his decision that "It is difficult to justify a complete rejection of fire department rates for cities of comparable size in the state and to confine the wage comparison to those cities within a 50-mile radius."

The next arbitration award involving Arbitrator Imes and dated August 12, 1981 finds that with respect to the comparables those bargaining units within the City of Wausau and within Marathon County are appropriate. The Arbitrator found that the unique relationship between the City of Wausau and Marathon County was the primary reason for limiting her comparison to the cities of Stevens Point, Wisconsin Rapids and Marshfield since their populations at least were somewhat within the same range as the City of Wausau.

We then come to Arbitrator Bellman's award which is dated April 10, 1996, some 15 years after the Imes award. While Arbitrator Bellman's discussion of the comparables certainly cannot be characterized as a complete analysis and while the language is somewhat cryptic, the 4th full paragraph on page 4 of his award, when read in its entirety, has convinced this Arbitrator that Arbitrator Bellman found that the comparables proposed by the Association in this matter are "both conventional and reasonable". It seems clear to this Arbitrator that Arbitrator Bellman was accepting the Association's comparables and rejecting the Employer's comparables since he found them "unpersuasive".

The City of Wausau is clearly the economic crown jewel of central Wisconsin. This fire department serves not only the City of Wausau, but many surrounding communities and provides some service to almost 50,000 citizens. While the City complains that the Association is attempting to bring in comparables with larger populations, some 15,000 or more, it is clear that the City's comparables are much smaller in population than the service area of this department, and in two of the three cases, less than one half the size of the City of Wausau. The City has provided a number of interest arbitration awards for the additional cities that the Association is proposing and in none of those cases does Wausau appear as part of the comparable group. In some of those cases, the comparables have historically been settled, and,

therefore, Wausau would not necessarily be considered. Certainly, given the wage rates here in this unit, it would not be the various unions that would be clamoring to include Wausau as one of the comparables. While this Arbitrator would not include all of the comparables proposed by the Association. This Arbitrator finds that he can only deal with the comparables that are provided by the Parties, and must choose between the two lists. Likewise, the fact that other communities have not been used in other City of Wausau interest arbitrations is not persuasive to this Arbitrator, particularly since many of them are 15 to 20 years old. We have gone beyond simple regional comparisons, particularly in those areas where the other local communities may not offer an appropriate direct comparison. Central Wisconsin is no longer a tight little economic island, as was found by Arbitrator Marshall over 20 years ago. There is significant justification for comparing the relatively large community of Wausau to other like communities within the state. In fact, in other interest arbitrations, both in Wisconsin and in other states, this Arbitrator has had to use national data to find appropriate comparables. This is particularly true of cases involving Milwaukee and Chicago. Therefore, arbitrators are finding more justification for using a broader approach. While the Arbitrator would not agree that every city within the Association's comparable group is necessarily appropriate, he will find that the comparables were settled in favor of the

Association by Arbitrator Bellman in his 1996 decision and are within the meaning of the statute.

The City then must show that there is a persuasive reason to deviate from the status quo with respect to the comparables of this unit. The fact that other bargaining units do not use Wausau as a comparable and the fact that other internal bargaining units do not use a broader range of comparables is unpersuasive to this Arbitrator. This Arbitrator would need significant evidence that these other cities were inappropriate for comparison purposes under the statute before he would substitute his judgement for that of an arbitrator who has previously settled this matter. The purpose of the collective bargaining process is to reach an agreement, and if arbitrators were to allow parties to deviate from the settled comparable pool from arbitration to arbitration, this would cause chaos within the collective bargaining process. The Arbitrator finds that Marshfield, Stevens Point and Wisconsin Rapids, while among the acceptable pool of cities, are not the most comparable to the City of Wausau. Wausau maintains a unique economic position within central Wisconsin. Because many of the other cities proposed by the Association and accepted by Arbitrator Bellman in his 1996 award do provide a better comparable group, the Arbitrator will leave undisturbed Arbitrator Bellman's ruling with respect to the comparables.

Regarding the wage portion of the case, the Arbitrator will start with the HazMat pay proposed by the Association. The City has proposed the status quo. With respect to HazMat pay, the Association has relied solely on EauClaire for a comparable grouping. The City has utilized a larger group of comparables due to the unique nature of the hazardous materials units throughout the State of Wisconsin. Since it is the Association that wishes to deviate from the status quo, it is its burden to fully justify its position and provide strong reasons and a proven need. In the absence of such showing, the proponent of change must show that there is a quid pro quo or that other comparable groups were able to achieve this provision without a quid pro quo. It is the Association that wishes to alter the status and, therefore, it is the Association that bears that burden. A review of the record in this case, and particularly utilizing the comparables proposed by the City under this special circumstances situation, finds that the Association has not met its burden in proving that the change in the hazardous materials duty pay has been fully justified. The Arbitrator notes that the Association has not even made a claim that a quid pro quo was offered.

We come then finally to the wage proposals of the Parties. The lawful authority of the municipal employer, stipulation of the Parties, financial ability of the unit of government to meet the costs, changes in any of the foregoing circumstances and

other factors are not at issue in this case. This case will turn on criteria D, E, and F of the Wisconsin statute. Key among these are the comparison of wages, hours and conditions of employment, the internal and external comparables.

The overall internal comparables favor the Employer's position, particularly in the area of percentage increases. However, as this Employer has noted in a number of other interest arbitration awards, protective services employees, that is police and fire, are not directly comparable to other municipal units such as Department of Public Works, clerical employees and others. The hours and working conditions of protective service employees are in this Arbitrator's opinion unique among public sector employees. Therefore, non-protective service employee units do not carry the same comparable weight with this Arbitrator. That leaves us with a comparison of the police unit with the fire department unit within the City of Wausau.

Some municipalities have determined that their police and fire units must be exactly equal. This Arbitrator has never required exact comparability. However, when viewed from the perspective of total collective bargaining agreements including overall compensation, which is criterion F under the Wisconsin statute, this Arbitrator has required that they be reasonably comparable. The Employer has argued and argued well that the police contract has some significant differentials in that

contract including longevity and educational requirements for top pay. This is not unusual in police contract and, in fact, not all that unusual in firefighter contracts (for example, see the City of Madison). Even taking those arguments into account, the dollar differential between the compensation for the police unit and the fire unit cannot be justified. As this Arbitrator has noted in other interest arbitrations, it is not percentage increases that employees take to the grocery store to buy their groceries. Groceries are paid with dollars. Even under the Association's proposal, the fire unit employees will still be behind top rate to top rate their police counterparts. Therefore, with respect to the internal comparables, the Arbitrator finds that while other City of Wausau units favor the Employer's position, the most important internal comparable, which is the police unit, favors the Association's position, particularly on a dollar to dollar comparison, and, therefore, the Arbitrator will find that the internal comparables favor the Association's position.

Regarding the external comparables, the Arbitrator has found above that the Association's comparables which Arbitrator Bellman found to be "conventional and reasonable" are the appropriate comparables versus the City's comparables which Arbitrator Bellman found "un-persuasive." The Arbitrator further finds that both on wages and overall compensation he also agrees with Arbitrator Bellman's analysis that this bargaining unit is very

low paid and would rank near the bottom of the comparable group. There was nothing in the record that would justify this ranking and this is also true on an overall compensation basis, therefore, the Arbitrator will find that the external comparables also favor the Association's position.

Regarding the consumer price index, both proposals exceed the cost of living index for the area. The Arbitrator has found that catch-up is fully justified for this 2-year period. In addition, this Arbitrator is in agreement with other Wisconsin interest arbitrators who have found that the best analysis of cost of living is not only the CPI index but the settlements for other comparable groups.

Finally, the above analysis should not serve as total vindication of the Association's position. The Arbitrator has found that the HazMat pay proposal of the Association was not fully supported in the record. However, in relation to the wage proposal, it is a relatively minor proposal and one that perhaps would not place an undue burden on the taxpayers of the City of Wausau due to the grant. In any event, what the Arbitrator has found is that a catch-up wage increase is justified under the facts of this case. He finds that the Association's proposal more closely meets the statutory criteria, particularly in light of the Bellman interest arbitration award.

AWARD

On the basis of the foregoing and the record as a whole, and after full consideration of each of the statutory criteria, the undersigned has concluded that the final offer of the Association is the more reasonable proposal before the Arbitrator and directs that it, along with the stipulations reached in bargaining, constitutes the 1997-1998 Collective Bargaining Agreement between the Parties.

Dated at Oconomowoc, Wisconsin this 8th day of December, 1997.

A handwritten signature in cursive script, appearing to read "Ray E. McAlpin", written over a horizontal line.

Raymond E. McAlpin, Arbitrator