WISCONSIN EMPLOYMENT RELATIONS COMMISSION
BEFORE THE ARBITRATOR

In the Matter of the Arbitration Between	)	
	)	Case 220
CITY OF EAU CLAIRE	)	No. 52655
(Department of Public Works)	)	INT/ARB 7640
	)	
and	)	Decision No. 28542-A
	)	
LOCAL 284, AFSCME, AFL-CIO	)	
	)	

Impartial Arbitrator: John T. Coughlin

Hearing Held: February 15, 1996
Eau Claire, Wisconsin

Appearances: For the City of Eau Claire:
City Attorney Ted Fischer

For the Union:
Steve Day
Staff Representative
Wisconsin Council 40
AFSCME, AFL-CIO

BACKGROUND OF THE CASE

On January 18, 1995, AFSCME Local 284, hereinafter referred to at the "Union" notified the City of Eau Claire, hereinafter referred to as the "City," of its intention to reopen its two year collective bargaining agreement which was effective from July 1, 1994 through June 30, 1996. Pursuant to that collective bargaining agreement, the sole subject of negotiations was a wage increase to become effective on July 1, 1995 for the second year of the contract.

The parties were unable to reach a voluntary agreement on the wage issue and consequently on May 17, 1995 the Union filed a petition for Interest Arbitration with the Wisconsin Employment Relations Commission (WERC) alleging that the parties were at impasse on the wage issue. On August 16, 1995 the parties met with WERC Investigator Richard McLaughlin and final offers were submitted to him. The WERC on September 28, 1995 certified that the parties were at impasse. John T. Coughlin was selected by the parties to be the Impartial Arbitrator to hear the case.

An arbitration hearing was held on February 15,1996 in the City of Eau Claire, at which time the parties presented testimony and evidence and were given full opportunity to present such arguments as they deemed relevant. The hearing was not transcribed. The record was held open for the submission of documents from the City updating its Exhibits 26 through 29, which documents contained more current information relative to the bargaining involving Eau Claire County and the City of Janesville.

Initial and reply briefs were filed by the respective parties with the reply briefs due on or before April 19, 1996, at which time the record was closed by the Arbitrator. It was stipulated by the parties that the "old" criteria of Chapter 111.70 of the Wisconsin statutes would apply to the instant case, not the criteria set forth in Chapter 111.70 of the Wisconsin statutes as amended in the 1995 budget bill, 1995 Act 27.

THE ISSUE AND THE FINAL OFFERS OF THE PARTIES

The sole issue before the Arbitrator is the wage increase to be effective from July 1, 1995 through June 30, 1996. The Union's final offer was for a 3.0% increase. The City's final offer was for a 2.75% increase.

ARBITRAL CRITERIA

Section 111.70 (4) (cm) (7) of the Wisconsin statutes specifies that the Arbitrator shall give weight to the following criteria in rendering his award: [1]

a. The lawful authority of the municipal 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 the costs of any proposed settlement.

d. Comparison of wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes performing similar services.

e. Comparison of the wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes generally in public employment in the same community and in comparable communities.

f. Comparison of wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes in private employment in the same community and in comparable communities.

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[1] As noted previously, it was stipulated by the parties that the "old" criteria of Chapter 111.70 of the Wisconsin statutes would apply to the instant case.

g. The average consumer prices for goods and services, commonly known as the cost-of-living.

h. The overall compensation presently received by the municipal 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.

i. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

j. 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.

THE UNION'S POSITION

I. External Comparisons

A. The Union proposes an external comparison pool which consists of ten cities of significant size, North of Milwaukee, excluding Green Bay and two smaller cities (Chippewa Falls and Menominee). Those ten cities are the following:

Appleton
Fond du Lac
La Crosse
Manitowoc
Oshkosh
Sheboygan
Stevens Point
Superior
Wausau
Wisconsin Rapids

1. The Union argues that all of those cities are centrally located in Wisconsin except for Superior and all of them have similar populations except for Chippewa Falls and Menominee.

B. The Union contends that both the City and Union proposed external comparison groups support its final offer.

1. The Union disagrees with the City's inclusion of the cities of Beloit, Janesville and Rice Lake and Chippewa and Eau Claire counties to the Union's list of external comparables. The Union avers that Beloit and Janesville are too far south to be of any value in a labor analysis and that Rice Lake is too small and too far away. It argues that the inclusion of counties is not proper.

2. The Union argues that prior interest arbitration awards by arbitrators involving the City should not be precedential relative to the selection of an appropriate external pool.

C. External Wage Settlements.

1. The Union points out that its Exhibits 2 H-1 & 2 demonstrate the overwhelming preponderance of wage increases of 3% or more for the calendar years 1995-1996, that the average increase in both years was 3.1%, and that during the years 1995-1996 there were 30 collective bargaining agreements of 3% or more and that there were only two agreements for less than 3%. The Union argues that the City's Exhibit 26 reveals the same overwhelming 3% pattern.

II. Local Public Employers

The Union argues that the wage increases received by employees performing similar work for local public employers supports the Union's final offer. Specifically, it points out in its Exhibit 3A that Eau Claire County's Highway and Parks and Forest units settled for 3% percent or more for 1995-1996, as did the Eau Claire Board of Education.

III. Internal Comparisons

A. The Union contends that no internal settlement pattern has been established for the following three reasons:

1. Settlements of non-represented employee units that do not have the right to go to interest arbitration should be disregarded in evaluating internal comparisons.

2. That only one-third of the represented employees of the City have settled at 2.75% and that the two largest units (DPW/Water/WW and the Firefighters) have not accepted the 2.75% increase.

3. That two of the represented units settled at 2.75% and 2.70% in exchange for something of value. The Union argues that the Police Patrol bargaining unit settled at 2.75% in exchange for receiving fixed shifts by seniority. The Union further argues that the Transit bargaining unit accepted a 2.7% increase in order to avoid the layoff of more of its members, thereby increasing members' job security.

IV. The Union Argues That External Comparisons Should Carry Greater Weight Than Internal Comparisons

A. Arbitrator Petrie's decision in the City of Eau Claire (Police Patrol)[2] which focused on internal comparisons is not controlling in that it involved "unusual circumstances," (i.e., a lack of intraindustry comparisons, vis-a-vis their existence in the instant case).

B. There is no past arbitral or negotiations precedence in the instant case in that this is the first time this bargaining unit has gone to arbitration and that in this case negotiations have focused on external comparisons.

C. That in the aforementioned Petrie arbitration case, all the City's units had settled at 4%, which was the City's offer. In the instant case the Union argues no such settlement pattern exists.

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[2] City of Eau Claire, Decision No. 27322-A (5/93).

D. That but for the unusual circumstances of the parties focusing on internal comparables during the bargaining that immediately preceded the City of Eau Claire (Police Patrol), supra, Arbitrator Petrie would have afforded greater weight to external comparisons.

E. Citing Arbitrator Baron in Sheboygan County, Dec. No. 26675-A, (7/91) for arbitral authority that "...The Arbitrator does not place a high value on uniformity of settlements since such an approach negates the very distinctions among bargaining units that create each one's separate community of interest."

F. Citing Arbitrator Krinsky in City of Marshfield, Dec. No. 27039-A, (4/92) for the proposition that one bargaining season does not establish a pattern: "The bargaining for 1991 and 1992 suggests the beginning of a pattern of acceptance of the City's proposed changes by the Unions which represent the employees of the City, but it is not yet an established pattern which this Union should be compelled to accept through arbitration rather than voluntary bargaining, even though the proposed changes are reasonable ones."

V. The Consumer Price Index (Small Metro Areas) supports the Union Offer

A. The Union argues that the Small Metro Areas Consumer Price Index should be utilized by the instant Arbitrator in that "Small Metropolitan Areas" are those with an urban population of 50,000 to 360,000 and that the population of Eau Claire is 58,239.

B. That the fact that the above-mentioned Index, year-to-date, in July of 1995 stood at 3.7% supports the Union's 3% offer.

VI. The Interests and Welfare of the Public Support the Union Offer

A. The Union argues that the citizens of the City are not over-taxed as evidenced by its low tax levy (6.89), vis-a-vis the average of the comparable cities (9.29), and that only one other city ranks lower in the 13 city comparability pool.

B. The Union notes that the average citizen in Eau Claire pays $179.90 in property taxes, whereas the average citizen in the 12 other comparable cities pays $273.46, causing Eau Claire to rank 12 out of the 13 comparables.

C. The Union avers that the City ranks low in spending on street maintenance and that its percentage increase of such spending from 1990 to 1994 was low.

D. The Union argues that the City has one of the healthiest economies in the State as evidenced by its extremely low unemployment rate of 2.9%, its declining total tax bill, its increasing population and the fact that it is experiencing record residential and industrial development and job growth.

VII. The External Wage Levels of the External Comparisons Group Supports Neither the City's or the Union's Final Offers

A. The Union argues that the Union is not the wage leader of either of the external comparables utilized by the City and the Union. It asserts that it is not the wage leader for the "Operator" job classification.

B. The Union contends that because the Union and the City's final offers are separated by only 1/4 of 1%, that neither of their offers change the relative rankings of the City, vis-a-vis the comparables.

THE CITY'S POSITION

I. The Internal Comparables Favor the City's Final Offer

A. The City argues that its comparables are enhanced by its past history of pattern bargaining.

1. The City defines "pattern bargaining" to mean the achievement of the same or substantially similar settlements with other employee organizations and entities over a period of time.

2. The City cites considerable arbitral authority in arguing that it is an established principle of interest arbitration that internal comparisons are of high significance, especially where pattern settlements have been achieved:

- "...Arbitrators give weight to internal comparisons. However, they give particularly significant weight --usually more than external comparisons--when there is a history of pattern bargaining between the various groups. For example, it is powerful evidence when an employer comes into an arbitration with a final offer identical to its settlement with three of its four unions and can show a history of that over several contract periods that all the all the unions have had identical rate adjustments." Arbitrator Malamud, Douglas County, Dec. No. 266686-A (5/91).

- "Arbitrator Petrie in City of Eau Claire's (Police Patrol), supra, noted the City's" reliance upon internal rather than external intraindustry comparisons, dating back to at least 1987, is quite apparent." The City avers that Arbitrator Petrie placed "substantial arbitral weight" on the internal wage increase comparisons and less weight on external comparisons.

- Arbitrator Slavney in Brown County (Library), Dec. No. 26978-A(4/92) held that: "Based on the above, and especially for the reason that the internal comparable units consist of a broad variety of classifications, e.g. professional, paraprofessional, technical, craft, white collar and blue collar, as well as law enforcement, the Arbitrator concludes that the internal comparable settlements strongly favor the offer of the County over the offer of the Union."

- Arbitrator Rice in City of Milwaukee, Dec. No. 28122-A (9/88) stated that: "The mainstream of arbitral opinion is that internal comparables of voluntary settlements should carry heavy weight in arbitration proceedings."

- Arbitrator Flaten in Douglas County (Law Enforcement), Dec. No. 27594 (8/93) noted that: "Where there is a pattern of wage increases throughout the entire workforce, that pattern deserves great weight."

- Arbitrator Imes in Douglas County (Social Workers), Dec. No. 28122-A (3/95) held that: "While external comparisons suggest that the Union's proposal is slightly more reasonable than the County's offer, arbitrators, including this one, are generally inclined to rely upon internal comparables rather than external comparables where a clear pattern of voluntary settlements exists and no evidence indicates that such a settlement would seriously alter the rank of these employees when compared with the wage and benefits earned by similar employees in external comparables."

- Arbitrator Mueller in Waukesha County (Sheriff's Department), Dec. No. 22324-A (12/85) held that: "...if a pattern of voluntary negotiated settlements have been reached between an employer and several of its bargaining units, allowing the last to obtain a greater increase through arbitration would serve to create incentives on bargaining groups in the future not to reach agreements until other units have concluded bargaining and would result in whipsaw type bargaining."

- Arbitrator Gundermann in Oneida County (Police), Dec. No. 26116-A (3/90) noted that: "It is generally recognized by arbitrators that settlements arrived at between an employer and other bargaining units should be given significant weight when determining which final offer should be awarded. The rationale for giving internal comparables significant weight is that voluntarily negotiated agreements represent the best evidence as to where the parties would have settled if they had reached agreement."

3. The City argues that its Exhibit 9 demonstrates that over the past eight years its voluntarily negotiated wage settlements have been highly uniform; that since 1991-1992 the settlements have been practically identical; that there has been a striking uniformity of settlements over the past six years; and that for the 1995-1996 years the settlements for all groups were practically identical--the only exception being the Transit Union's settlement of 2.7%.

4. The City contends that it is vitally important that settlement patterns established within its employment group be

followed for the following reasons: (a) a pattern of settlements is an excellent indication of what the parties would have voluntarily settled for without arbitration; (b) equity and employee morale considerations militate against one group gaining a better agreement by arbitration than other groups obtain voluntarily; (c) labor unrest and turmoil is exacerbated if unions are able to secure better settlements via arbitration, vis-a-vis negotiated settlement.

II. The City Argues That The Union Has The Burden to Demonstrate Compelling Reasons Why a Uniform Settlement Pattern Should Be Disturbed And The Union Has Not Met That Burden.

A. The City cites arbitral authority to support its assertion that the Union has the burden to show why the City's settlement pattern should be altered:

- Arbitrator Vernon in City of Madison (Firefighters), Dec. No. 21345 (11/84) held that: "... the proper focus for this case, in view of the pattern, is to query as to whether the Union has justified why it should receive a greater increase in 1984 than all other employees, especially police, and why it should have the opportunity to negotiate again in 1985 as opposed to a 4% increase. Thus, the critical question is, has the Union justified that they deserve or need more of an increase than other employees and does the proposal reasonably address that need."

- Arbitrator Gundermann in Oneida County, supra, stated that: "It is generally recognized by arbitrators that the party seeking to break a negotiated pattern has the burden of establishing some justifiable reason why that party should be treated different from the other units..."

- Arbitrator Hutchinson in Rock County, Dec. No. 17229 (9/80) held: "...disruption of the internal pattern of settlements through an arbitration award which grants a larger increase than that realized under the voluntary settlements would be inappropriate without evidence that there are significant, overriding considerations, which justify such an increase."

- Arbitrator Haferbecker in City of Appleton (Waste Water), Dec. No. 17618-A (6/80) held that: "only strong inequities" should influence an arbitrator to break a pattern of internal settlements.

- Arbitrator McAlpin in Lincoln County, Dec. No. 26701-A (5/91) stated that: "the proponent of such change must fully justify that change, and provide strong reasons and a proven need. This is an extra burden of proof. The proponent of such change must fully justify that change by exceptional arguments under the statutory criteria or show a quid pro quo was given or that other groups were able to obtain this change without a quid pro quo."

B. The City contends that the Union has not demonstrated why there should be any deviation from the wage pattern and that the Union did not prove that there was any need for catch-up pay.

III. The City Argues That External Comparables Are Less Significant Than Internal Comparables And That The Totality of Percentage Wage Increases And Overall Compensation Must Be Considered

A. The City avers that the Union excluded external comparables of the City of Rice Lake and Chippewa County should be included as appropriate comparables since they are part of the local market.

B. The City contends that the statutory criteria relating to external comparables is predicated on increases in wages themselves, not on percentage increase in wages.

C. In general, with few exceptions, the City's wages in all job categories exceed the compensation paid in the other external comparables.

D. The City's contends that the wage rates for Equipment Operators and Wastewater Treatment Operators, whether implementing either the City's or the Union's final offer, exceed those in the vast majority of the external comparables.

E. Except for the possible exception of the City of Superior, the City's wage rates for Mechanic is well above all the external comparables.

F. The City's wage rate for Laborer is greater than all the others.

IV. The City Argues That Overall Compensation in Eau Claire Is Low And That Union Compensation Is High And That Those Factors Support The City's Final Offer.

A. The City contends that it has the lowest average annual pay level among all 55 metropolitan statistical areas in the Great Lakes Region.

B. The City stresses that the average annual pay in Eau Claire for 1994 was $21,151, compared to the gross average pay for Union members for that same year which was $33,862.

V. The City Argues That Municipal Budgetary Limitations Constrain It.

A. In order to avoid a budget deficit of nearly $800,000 in 1995, it was necessary to reduce the labor force by 16.5 positions.

B. The City stresses that shared revenues are anticipated to be reduced by $456,000 in 1996 and that another 4.5 positions are planned to be eliminated.

VI. The City Argues That The Evidence on The Consumer Price Index Is Inconclusive And That Both The Union's And City's Final Offers Exceed The Five-Year CPI Selected By The Union.

The City argues that utilizing the Union's CPI figures for the time period 1990-1995 generates a 3.4% per-year average increase over that time period, including a 3.7% increase for 1995. The City further contends that when both its final offer and the Union's final offer are factored into the per-year average of wage increases over that same five year period, the Union would receive a yearly average increase of 3.5%.

DISCUSSION

I. The Interests and Welfare of the Public and the Financial Ability of the Unit of Government to Meet the Costs of Any Proposed Settlement.

The undersigned finds that this statutory criteria when applied to the facts in the instant case has at most a de minimis impact on the overall results of this arbitration case. As noted by the City in its Exhibit 3, total package costs under both the Union and City's final wage offers are in excess of $4.8 million and the cost difference between those offers is $11,191.32. Consequently, based upon the aforementioned fiscal impact reality, the undersigned concludes that this statutory criteria is a non-factor in this dispute and is of no significance.

II. The Cost of Living

The undersigned holds that the Union's assertion that the Small Metro Areas Price Index of 3.7%, year to date (July 1995), is the appropriate index to utilize. The fact that the Union's offer of 3%, vis-a-vis the City's 2.75% offer, is closer to that 3.7% figure as a measure of the wage increases that workers needed to stay somewhat even with the then current cost of living increases favors the Union's final offer.

III. Comparison Criteria

A. External Comparisons

A review of City revised and updated Exhibit 26 reveals that only 2 of the 18 settlements for 1996 were clearly less than 3%, namely, La Crosse (2.75%) and Chippewa County (2.5%). A review of the Union cited external comparables set forth in its Exhibits 2 H-1 and H-2 reveals that only 2 out of 15 settlements were below 3%. Those were La Crosse (also cited by the City) and Wisconsin Rapids Water/Electric (2.5%). While there are some differences between the external comparability pools used by the parties, the fact remains that the overwhelming number of external settlements reported by both the Union and the City are 3% or more. Also, the Arbitrator takes notice that the procedure utilized by the vast majority of Arbitrators in comparing external wage increases is to do so by utilizing percentage wage increases, not cents per hour. Therefore, the external comparables support the Union's final offer.

B. Internal Comparisons

1. The most contentious issue in this case is the significance of the internal comparables. The City cites numerous arbitration awards (which have in the main been noted above) that have held that a great deal of significance should be attached to this factor.

2. The Union cites Arbitrator Krinsky in City of Marshfield, supra, which addresses the issue of the factors surrounding the beginning of the establishment of a pattern. Since Arbitrator Krinsky found there was not an established pattern, he did not reach the issue of the relative significance of internal comparisons.

3. The Union also cites Arbitrator Petrie in the City of Eau Claire's (Police Patrol), supra, wherein Petrie held that: "It is widely recognized by arbitrators in Wisconsin and elsewhere, that the comparison criterion is normally the most important of the various arbitral criteria, and that the so called intraindustry comparison criterion is normally the most important of the various possible comparisons."

4. The instant Arbitrator's own research noted the following arbitration awards stressed the importance of internal comparisons: Arbitrator Oestreicher in Monroe County, Dec. No. 28453-B (10/95); Arbitrator Michelstetter in City of Ashland, Dec. No. 28477-A (1/96); Arbitrator Malamud in Clark County (Sheriff's Department), Dec. No. 28409-A (12/95); Arbitrator McAlpin in Rock County, Dec. No. 28467-A (2/96), and in City of Brookfield (Police Department), Dec. No. 28551-A (4/96).

5. The City argues that its Exhibit 9 (see the last page of this decision where Exhibit 9 is set forth) clearly demonstrates that over the past eight years the negotiated settlements with all City employees has been highly uniform; that since 1991-1992 the settlements have been practically identical; and that for the years 1995-1996 the settlements for all groups, including the non-union employee groups, have been practically identical.

6. The instant Arbitrator agrees with the City's position that internal comparables should be given significant weight in deciding a case when there is a clear pattern of uniform settlements in a given year and that additional weight must be given where there is an established pattern of such internal settlements over an extended period of time.

7. The instant Arbitrator does not believe that non-union employee groups, that do not have access to binding interest arbitration, are properly part of the internal comparability pool in this particular case.

8. For the past four contract periods (1991-1992 through and including 1994-1995) the settlements for 100% of the unionized employee groups were identical.

9. It should also be noted that the City's two largest unions (Firefighters and Public Works) comprising 2/3 of all the City's unionized employees (203 out 306) have settled for virtually identical percentage increases in eight of nine contracts, the only exception to this was the 1990-1991 contract. This pattern of settlement of a 2/3 majority of the City's unionized employees represented by the City's two largest unions has been present for the past four contracts starting in 1991-1992 through and including 1994-1995.

10. With this as a historical background, a critical examination of a potential pattern existing in the bargaining for the disputed 1995-1996 contract reveals the following:

    (a) While three of five unionized groups have settled, those unions represent only 103 out of the 306 total unionized employees, or approximately 1/3 of all unionized employees;

    (b) That the two unsettled unions (Firefighters and Public Works) represent 203 employees out of the 306 total unionized employees, or approximately 2/3 of all unionized employees;

    (c) That the established settlement patterns found in the City's Exhibit 9 involved either 100% of the City's unionized employees, or at least 2/3 of the City's unionized employees;

(d) Arbitrators, including the instant Arbitrator, have consistently held that to support a finding of the existence of a pattern of settlements, a clear majority or more of unionized employees had to have agreed to the settlements in question. For example:

- Arbitrator Flaten in Douglas County, supra, noted that: "The Employer's comparables are the percentage increases already granted to the other eight Douglas County bargaining units..." (Emphasis supplied)

- Arbitrator Mueller in Waukesha County, supra, held that: "The evidence further shows that the County has negotiated similar premium cost sharing provisions with all other represented groups with which the County has contracts for 1985." (Emphasis supplied)

- Arbitrator McAlpin in Lincoln County, supra, found for the County when he noted that "four of the five bargaining units settled for increases of 4% in 1990 and 4% in 1991." (Emphasis supplied)

- Arbitrator Vernon in City of Madison (Firefighters), supra, noted that: "...the proper focus of this case, in view of the pattern, is to query as to whether the Union has justified why it should receive a greater wage increase in 1984 than all over employees..." (Emphasis supplied)

- Arbitrator Malamud in Douglas County, supra, stressed that: "...it is powerful evidence when an employer comes into an arbitration with a final offer identical to its settlement with three of its four unions and can show a history of that over several contract periods that all the unions have had identical rate adjustments." (Emphasis supplied)

- Arbitrator Oestreicher in Monroe County, supra, when analyzing facts similar to those found in the instant case held that: "The Employer's argument that internal settlements support its wage offer is premature, because, it has only achieved a settlement with one of its five units. That settlement included only 10.9% of the County's represented labor force." (Emphasis supplied)

Based upon the undersigned's analysis of facts in the instant case and established arbitral authority, the Arbitrator is of the opinion that reliance on internal settlements comprising only 1/3 of all unionized employees constitutes a premature and incomplete internal comparison and therefore that comparison favors neither the Union's or the City's final offer.

SUMMARY

This has been a challenging case to decide due to the small differential of only one-quarter of one percent between the parties' respective final offers and the fact that wages were the only issue in dispute. There certainly is merit to the City's reasonable final offer. However, under the circumstances of this case the undersigned finds that the Union's final offer is more reasonable.

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 AFSCME LOCAL 284 is the more reasonable final offer before the Arbitrator, and therefore the Arbitrator directs that it be incorporated into the July 1,1994-June 30, 1996 collective bargaining agreement.

Signed at Madison, Wisconsin, this 11th day of September, 1996.

John T. Coughlin
Impartial Arbitrator

Er. Ex. 9

CITY OF EAU CLAIRE
INTERNAL WAGE SETTLEMENTS

Number of employes in each employee group in parentheses () under group heading.*

	UNIONIZED EMPLOYEE GROUPS						NON-UNION EMPLOYEE GROUPS			
	Eff. Date	POLICE PATROL *(65 'ees)*	FIRE-FIGHTERS *(77 'ees)*	TELE-COMMUNICATORS *(15 'ees)*	TRANSIT *(23 'ees)*	PUBLIC WORKS *(126 'ees)*	*Eff. Date*	POLICE COMMAND *(19 'ees)*	CLERICAL, TECHNICAL, SUPERVISORY *(113.85 'ees)*	DIVISION HEADS, DEPT. DIRECTORS, CONFIDENTIAL *(38 75 'ees)*
1987-88	7/1 1/1	2 0% 2.0%	2 0% 2.0%	3.5%	$.25/hour $ 10/hour	2.0% 2 0%	7/1 7/1	2 0% 2.0%	2.0% 2.0%	2.0% 2,0%
1988-89	7/1	3/5%	4/0%	3.5%	$ 35/hour	4.0%	7/1	4.0%	4.0%	4.0%
1989-90	7/1 1/1	3.5%	3.0%	4.0%	3.5% 0.5%	2.0% 1.0%	7/1 1/1	3.5%	3.25%	4.0%
1990-91	7/1 1/1	3.75%	2.0% 2.0%	3.5%	4.0%	3.75%	7/1 1/1	3.5%	4.0%	4 0%
1991-92	7/1 1/1	4.0%	4.0%	4.0%	4.0%	4.0%	7/1 1/1	4.0%	4 0%	4.0%
1992-93	7/1 1/1	4 0%	4.0%	3.8% (Plus 2% to WRS)	4.0%	3.8% (Plus .2% to WRS)	7/1 1/1	4.0%	3 7% (Plus additional 5% employer contrib. to health ins.) = 4.0%	3.9% (Plus .1% to WRS)
1993-94	7/1 1/1	2.0% 2.0%	2.0% 2.0%	4.0%	2.0% 2.0%	2.0% 2.0%	7/1 1/1	2.0% 2.0%	2.0% 2.0%	2.0% 2 0%
1994-95	7/1	3.0%	3.0%	3.0%	3 0%	3.0%	7/1	3.0%	3.0%	3.0%
1995-96	7/1	2 75%	NOT SETTLED	2.75%	2.7%	CITY OFFER: 2.75% UNION OFFER 3.0%	7/1	2.75%	2.75%	2.75%

* 1996 budgeted permanent positions

* Result of arbitration award for wage opener.