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STATE OF WISCONSIN
BEFORE THE ARBITRATOR

JAN 19 1984

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

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 In the Matter of the Petition of :
 :
 CITY OF OSHKOSH FIREFIGHTERS, :
 LOCAL 316, I.A.F.F., AFL-CIO :
 :
 and : Case L
 : No. 31404
 For Final and Binding Arbitration : MIA-767
 Involving Firefighting Personnel : Decision No. ~~19709-A~~
 in the Employ of : 20955-A
 :
 CITY OF OSHKOSH, :
 :
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APPEARANCES

John Pence, City Attorney, on behalf of the City

Thomas F. Roblee, President, local 316 and Robert L. Burtard, State Representative, on behalf of the Union

On September 20, 1983 the Wisconsin Employment Relations Commission appointed the undersigned arbitrator pursuant to Section 111.77 (4)(b), Wisconsin Statutes in the dispute existing between the above identified parties. Pursuant to statutory responsibilities the undersigned conducted an arbitration hearing in the matter on November 29, 1983 at Oshkosh, Wisconsin. Post hearing exhibits were filed by both parties by December 5, 1983. Based upon a review of the evidence and arguments and utilizing the criteria set forth in Section 111.77(6), Wis. Stats., the undersigned renders the following arbitration award.

SUMMARY OF ISSUES

The only substantive issues in dispute are wages and the duration of the Agreement.

The Union is proposing a one-year agreement with a 6.5% increase in wages plus a \$2.00/month wage adjustment, which may be applied toward dependent life insurance coverage.

The City proposes a 5% wage increase for 1983, with a wage reopener in 1984.

The City is proposing retroactivity based upon the difference in affected employees' biweekly rates multiplied by the number of payroll periods in question.

The Union proposes retroactivity based upon the difference in the rate times the actual hours worked, including the impact of the changed rates on overtime and fringe benefits such as holiday pay.

The parties are not in dispute as to which communities are comparables for purposes of this proceeding.

UNION POSITION

The City's offer is not in line with other communities when services and duties are compared.

The workload of the firefighter has steadily been increased over the last seven to eight years, without recognition in the form of increased compensation. These increased duties include fire inspections, ambulance service (for which employees receive extra compensation while actually assigned to ambulance duty), County airport protective services, first responder training and service,

the hazardous material program, and growth in the area covered by the Department.

Although Department personnel have the heaviest load when compared to employees in comparable departments, their compensation is near the bottom of the comparables.

In addition, firefighters are paid substantially less than other City protective services.

CITY POSITION

The City offer is comparable to other employee settlements in the City (5%) as well as in comparable cities. The firefighters' wages are above the average wages in the community and the City's proposed increase exceeds relevant increases in the cost of living.

The City has not researched the question whether the Department's employees have more duties and assignments than employees in comparable departments. Their work week (56 hours per week) is identical however to the work weeks which are in effect in comparable communities.

DISCUSSION

The undersigned has constructed the following charts to facilitate a comparison of the parties' offers with settlements in agreed upon comparable departments.

FIRE FIGHTER				
	1982 Maximum Monthly Rate	1983 Maximum Monthly Rate	% Increase	\$ Increase
Green Bay	1,849	1,979	7.03	130
Neenah	1,746	1,851	6.01	105
Appleton	1,690	1,808	6.98	118
Menasha	1,674	1,764	5.38	90
Fond du Lac	1,615	1,750	8.40	135
Sheboygan	1,591	1,810	7.23	115
Average	1,694	1,810	6.84	116
Oshkosh	1,707	City 1,792 Union 1,818	5.00 6.50	85 111
+/- Average	13	City - 18 Union 8	-1.84 - .34	- 31 - 5
Rank Among 7	3	City 5 Union 3		

EQUIPMENT OPERATORS

	1982 Maximum <u>Monthly Rate</u>	1983 Maximum <u>Monthly Rate</u>	% <u>Increase</u>	\$ <u>Increase</u>
Green Bay	1,893	2,023	6.87	130
Neenah	1,771	1,877	5.99	106
Appleton	1,740	1,862	7.01	122
Menasha	1,725	1,834	6.32	109
Fond du Lac	1,635	1,770	8.26	135
Sheboygan	1,626	1,740	7.01	114
Average	1,732	1,851	6.91	119
Oshkosh	1,768	City 1,857 Union 1,883	5.03 6.50	89 115
+/- Average	36	City 6 Union 22	-1.88 -.41	- 30 - 4
Rank Among 7	3	City 3 Union 2		

LIEUTENANT

	1982 Maximum <u>Monthly Rate</u>	1983 Maximum <u>Monthly Rate</u>	% <u>Increase</u>	\$ <u>Increase</u>
Green Bay	2,006	2,136	6.48	130
Neenah	1,847	1,958	6.01	111
Appleton	1,825	1,953	7.01	128
Menasha	1,791	1,909	6.59	118
Fond du Lac	1,743	1,884	8.09	143
Sheboygan	1,771	1,886	6.49	115
Average	1,831	1,954	6.78	124
Oshkosh	1,830	City 1,922 Union 1,949	5.03 6.50	92 119
+/- Average	- 1	City - 32 Union - 5	-1.75 -.28	- 32 - 5
Rank Among 7	3	City 4 Union 4		

The foregoing charts demonstrate that under either proposal, the Department's wages are in the mainstream of the comparables, but that the Union's proposal is substantially more comparable than the City's when 1983 increases are compared, both in terms of percentages and dollar increases.

While the City's proposal is clearly more comparable than the Union's if comparisons are made to the size of increases given in other City settlements, in the undersigned's opinion, comparisons with other comparable fire departments should be given more weight in this proceeding than other City settlements. This is particularly true in this proceeding since no evidence has been introduced by the City justifying the distinctly smaller increases it has proposed when said increases are compared to those granted employees with the same duties and responsibilities, in comparable departments in the same geographic area. In this regard there is no evidence that the City cannot afford to remain comparable with the departments in question, nor is there any evidence that the firefighting personnel in the City have fewer skills, duties, and responsibilities than comparable firefighting personnel. To the contrary, the record indicates that the employees in question have more responsibilities than do the personnel in many of the comparable departments.

Lastly, there is no evidence in this record indicating that the City's total package proposal is more comparable than the Union's; in fact, the only evidence in this record which addresses that issue, though it appears to be less reliable than the wages only data, also supports the Union's position herein.

Based upon the foregoing considerations it is the undersigned's opinion that the Union's wage proposal is the more comparable and therefore, the more reasonable of the two submitted herein.

Though said proposal exceeds the relevant rate of inflation, it is the undersigned's opinion that when a settlement pattern has been established in comparable employer-employee relationships, as is the case herein, such a settlement pattern is the best measure which can be utilized to determine what constitutes a fair and reasonable response to inflation at any given point in time.

In view of the fact that the undersigned has determined that the Union's final wage offer is the more reasonable of the two submitted herein, its proposed method of computing retroactive entitlement thereunder must also be utilized which means that the 1983 wage rates must be applied retroactively to overtime rates and fringe benefits such as holiday pay which are affected thereby. In this regard, it should be noted that no persuasive evidence has been introduced by the City indicating that this method of computing retroactivity is either administratively or economically impractical or infeasible.

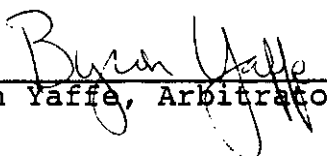
Lastly, the parties have not litigated the relative merit of the differences in their final offers pertaining to the duration of their agreement, and therefore, no determination with respect to said issue will be made herein.

Based upon all of the foregoing, the undersigned hereby renders the following

ARBITRATION AWARD

The final offer submitted by the Union herein shall be incorporated into the parties' 1983 collective bargaining agreement.

Dated this 11th day of January, 1984 at Madison, Wisconsin.


Byron Yaffe, Arbitrator

Byron Yaffe
ARBITRATOR

2015 Chadbourne Ave.
Madison, Wisconsin 53705
(608) 233-4295

January 17, 1984

John W. Pence
City Attorney
City Hall
P.O. Box 1130
Oshkosh, Wisconsin
54902

Thomas F. Roblee
President
Local 315, I.A.F.F.
1315 Kensington Avenue
Oshkosh, Wisconsin
54901

Re: Case L, No. 31404
MIA-767
Decision No. 19709-A

Gentlemen:

In response to Mr. Pence's letter of January 13, 1984 regarding the above matter, please be advised that the chart set forth on page 2 of my award should be amended to reflect the following corrections:

The 1983 maximum monthly rate for fire fighters in Sheboygan should be \$1706.

The City of Oshkosh's 1983 ranking under its offer should be 4.

All other data contained in said chart is, to the best of the undersigned's knowledge, correct. Accordingly, all of the conclusions reached in the award, based upon said data, remain unchanged.

With respect to the issue raised by Mr. Pence pertaining to the duration of the Agreement, in view of the fact that the undersigned is compelled by Wisconsin Statutes to select the total final offer of one of the parties in MIA proceedings, and in view of the fact that the Association's final offer has been selected for the reasons set forth in the award issued by the undersigned on January 11, 1984, the duration of the agreement affected by said award must be one year, since that was the duration of the agreement proposed by the Association in its final offer.

Sincerely,

Byron Yaffe