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STATE OF WISCONSIN
BEFORE THE ARBITRATOR

JUL 24 1984

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

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In the Matter of the Petition of :
:
FIRE-FIGHTERS LOCAL 2477, :
IAFF, AFL-CIO :
:
For Final and Binding Arbitration : Case XIX
Involving Firefighting Personnel : No. 32427 MIA-803
in the Employ of : Decision No. 21360-A
:
TOWN OF ALLOUEZ :
:
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APPEARANCES

Bruce Patterson, Employee Relations Consultant,
on behalf of the Town

Frederick J. Mohr, Parins, McKay, Mohr and
Beinlich, S.C., on behalf of the Union

On February 16, 1984 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 parties. Pursuant to statutory responsibilities the undersigned conducted an arbitration hearing in the matter on May 9, 1984 at Allouez, Wisconsin. Post hearing exhibits and briefs were filed and exchanged by both parties by July 6, 1984. 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.

ISSUES IN DISPUTE

The issues in dispute include wages, premium pay for Emergency Medical Technicians (EMTs), clothing allowance, and holiday pay in the parties' 1984 Agreement.

I. Final Offer of the Town

A. Term: One year contract
1-1-84 Thru 12-31-84

B. Wage Increase:
1-1-84
4.9% plus cost of living per 1983 contract
1984 Biweekly Rates as set forth below

1st 6 mo.	\$669.76
2nd 6 mo.	778.40
2nd year	803.04
3rd year	827.68
Maximum	850.08

II. Final Offer of the Association

A. EMT Pay: Add: Article 8-Paragraph C:
Licensed Emergency Medical Technicians shall be paid an additional five (5) dollars per day over and above the base rate for each day worked in that capacity.

B. Wages: Amend Article 8-Paragraph A.

1st 6 mo.	\$671.50
2nd 6 mo.	779.68
2nd year	804.38
3rd year	829.03
Maximum	851.42

C. Amend: Article 14-Paragraph C:
Clothing allowance to \$125.00

D. Amend: Article 10-Paragraph A
Holiday pay to 112 hours.

COMPARABILITY

Union Position

The appropriate comparables are the City of Green Bay, City of DePere, and the Village of Ashwaubenon. All of these communities are included within the Green Bay Metropolitan Area and thus have the same economic base.

This is not true of the comparables proposed by the Township.

In further support of the Association's proposed comparables is the fact that the Township has failed to provide comparability evidence on many of the issues in dispute from all of its proposed comparables.

Town Position

Allouez is a relatively unique community when compared to other communities which are in the same part of the State and which are of similar size. In this regard it is the only truly suburban community with a full-time fire service. It is strictly a bedroom community with no industrial base at all, unlike practically all other communities of similar size in the area.

Because the Town is unique in its community structure and departmental organization, the parties' offers should be selected on bases other than mere comparability.

Based upon land area, population, industrial base, and virtually any other criteria used by arbitrators, except geographic proximity, Green Bay and Allouez are not comparable for purposes of this dispute.

The Association makes repeated reference to comparable economic conditions among its proposed comparables which simply is not supported by the record evidence.

WAGES, EMT PAY, CLOTHING ALLOWANCE AND HOLIDAY PAY

Union Position

When comparing total packages, the Town of Allouez trails dramatically behind the other Green Bay Metropolitan Area communities. Acceptance of the Town offer will result in the gap widening even further between the Town and DePere and Green Bay. The Union's offer on the other hand would result in a slight catch-up with the City of Green Bay, but still would result in a loss of relative ground in relationship to the City of DePere.

The outrageous discrepancy between the Town of Allouez and its sister municipalities in total package costs certainly justifies the substantial percentage increase that the Union is proposing.

Furthermore, the cost for fire protection in Allouez is significantly below the cost for such services in surrounding communities, which further supports the Union's position herein. Even if the Association's offer is accepted, the residents of the Town of Allouez will have the cheapest fire protection in the Green Bay Metropolitan Area. Furthermore, the Town of Allouez firefighter will be the lowest paid firefighter in the Green Bay Metropolitan Area, regardless of who prevails in this arbitration proceeding.

There are substantial reasons which should minimize consideration of the CPI in this proceeding. First and foremost is the fact that the Allouez firefighter earns substantially less than his counterparts in all contiguous communities, even though cost of living requirements are substantially the same as theirs. Secondly, the cost of firefighting services in the Town is drastically below the cost of similar services in surrounding

communities which further justifies a substantial increase.

Lastly, the Town has offered a smaller percentage increase to its firefighters than it offered to its street, park, and water employees.

Under such circumstances, a class catch-up situation exists.

At any particular time, there are three firefighters on duty in the Town of Allouez. Two always have the responsibility and assignment as Emergency Medical Technicians (EMTs).

The Town presently is the only Green Bay Metropolitan Area Department which does not pay some premium for EMTs.

Although the Association's request for an increase in holiday pay is substantial, it still falls short of the increases received in Green Bay and DePere and anticipated in Ashwaubenon this year. Even if the Association's offer is accepted, the gap in holiday pay would still be increased between the Town and its sister municipalities.

The Town also provides its firefighters a smaller clothing allowance than is the case in any of its comparables.

Town Position

The impact of the Association's total proposal per employee is in excess of 10%, which is unreasonable and not in the interest of the Town's citizenry. On the other hand, the Town's offer, which exceeds 7%, does comport with the public interest.

The Town's proposed total package increase is internally consistent with two voluntarily negotiated contracts for 1984 in the Town. Such settlement patterns have been given significant weight by arbitrators in proceedings such as this. 1/

The Town's offer for a wage increase is over twice the CPI increase for 1983, while the Association's total proposal is worth over three times the corresponding CPI increase.

The Town's per employee costs illustrate a substantial effort on the part of its citizens to support a necessary level of service for a rather unique suburban bedroom community.

Based upon the reasonable scope of the Town's offer, the need to encourage collective bargaining which yields equitable internally consistent settlements, and the relationship of the Town offer to the consumer price index, the Town's offer should be selected.

With respect to the EMT pay issue, it is noteworthy that among the Association's proposed comparables, the Town has the only department where all personnel are required to be EMTs. Thus, the Association's proposal is really only a ruse for more pay. In similar circumstances, an arbitrator found that EMT pay was not appropriate. 2/

DISCUSSION

The undersigned is hindered in this proceeding from making meaningful comparisons of the parties' offers since, in large part, the differences in the parties' positions are not over wages, but are over other issues on which the record contains limited comparability evidence.

1/ Citations omitted.

2/ City of Merrill, Dec. No. 17907-A).

With the foregoing constraints in mind, the undersigned believes that the most comparable fire departments to utilize in this proceeding, based upon geographical proximity and size, are Kaukauna, DePere, and Menasha. Though Ashwaubenon might also be selected based upon the foregoing criteria, it will not be so utilized in this proceeding since it does not yet have a 1984 agreement with its firefighters, and in addition, it has a departmental organization which is quite distinct from the other fire departments referred to herein because of the fact that it is consolidated with the Police Department.

Unfortunately, although Kaukauna and Menasha appear to be appropriate comparables to utilize herein, the record only contains evidence pertaining to the wage increases received by the firefighters in those communities. It does not however contain evidence regarding the comparability of the other issues in dispute, nor does it contain evidence regarding the total economic value of the benefits received by said employees. Accordingly, the undersigned is left with only one appropriate comparison, and that is the City of DePere.

Clearly, one comparable does not provide a reliable basis for making decisions on issues like those present herein; however, under the circumstances present in this proceeding, the undersigned has little choice but to rely substantially upon the DePere comparability evidence.

With respect to the comparability issue, the record evidence indicates that on the wage issue alone, the parties' proposals are relatively indistinguishable. When the value of the total packages are compared however, the Town's proposal is clearly more comparable with other Town settlements, in percentage terms. In comparison with DePere however, while the Town's proposal is more comparable in terms of the percentage value of the increases granted, the Association's proposal is significantly more comparable than the Town's when actual benefits are compared. In this regard, utilizing the Town's calculated figures, some of which cannot be reconciled on the basis of record evidence with the Association's, the total economic value of the benefits received by a firefighter in DePere, including EMT pay, clothing allowance, and holiday pay, is almost \$5,000 more than the value of the Town's offer, and almost \$3,750 more than the value of the Association's offer. Assuming arguendo that some differential is justifiable based upon the fact that DePere has a larger industrial base than the Town, the disparity in benefits resulting from the selection of the Town's offer does not appear to be reasonable based upon the record evidence presented. In this regard it is noteworthy that the Town's offer would increase the gap in benefits between the Town and DePere by approximately \$1,000, while the Association's offer would increase the gap by about \$200. Thus, although some catch-up might be justifiable under the circumstances present herein, no catch-up will result from adoption of the Association's final offer. In fact, the disparity which exists will increase slightly.

In further support of the reasonableness of the Association's proposal is the unrefuted fact that the Town pays considerably

