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STATE OF WISCONSIN
BEFORE THE ARBITRATOR

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

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 In the Matter of the Petition of :
 :
 FIRE FIGHTERS LOCAL 1697, :
 INTERNATIONAL ASSOCIATION OF :
 FIRE FIGHTERS, AFL-CIO :
 :
 For Final and Binding Arbitration : Case XLI
 Involving Fire Fighting Personnel : No. 33038
 in the Employ of : MIA-896
 : Decision No. 21692-A
 :
 CITY OF MENOMONIE :
 (FIRE DEPARTMENT) :
 :
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APPEARANCES

George A. Langmack, City Manager, on behalf of
 the City

LeRoy Waite and Ronald L. Schaefer on behalf
 of the Union

On June 14, 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 identified parties. Pursuant to statutory responsibilities the undersigned conducted an arbitration hearing in the matter on July 30, 1984 at Menomonie, Wisconsin. Post hearing exhibits and briefs were filed by the Union by August 3, 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.

FINAL OFFERS

City:
 Effective 1/1/84, all wage rates increase 4.3%.

Union:
 Effective 4/30/84, all wage rates increase 6.97%.

UNION POSITION

The Union's position in this dispute is the most reasonable based upon the following factors:

- The increased duties and responsibilities of the firefighters.

The increased size of the City of Menomonie and the resulting increased workload of firefighters, particularly in view of the fact that the size of the firefighter work force has remained the same in recent years.

The wages of the City's firefighters have fallen steadily behind the wages of firefighters in other comparable departments.

The total dollar difference between the parties' positions is only \$52.00 or .24%.

The City has had a budgetary surplus for the past several years.

CITY POSITION

The City's offer is based upon internal wage harmony within City government. In this regard, all other City employees settled for

4.3% in 1984. Lastly, the City does not compete for employees with other fire departments, and therefore, the Union's proposed comparables should not be dispositive of the dispute.

DISCUSSION

As the undersigned has indicated in other MIA proceedings, the most relevant comparables to utilize in a proceeding such as this are employer-employee relationships where the employees provide similar services for employers of approximately the same size in the same geographic area.

In the instant case the primary issue which must be addressed is whether the City's 4.3% settlement pattern should determine the outcome of the dispute, or whether instead, the outcome should be based upon the comparability data furnished by the Union.

In such cases it is the undersigned's opinion that an internal employer settlement pattern should be given substantial weight unless the record demonstrates that adherence to such a pattern will result in conditions of employment which are substantially out of line with conditions existing in external comparable employer-employee relationships.

In the instant matter the record does not clearly demonstrate that adherence to the City's 4.3% settlement pattern would produce such a result. In this regard the record is not really sufficient in that only three external comparables have been proposed, and only two of those are geographically proximate to the City. In addition, there is no evidence in the record regarding the relative size of the Union's proposed comparables.

Even if the Union's proposed comparables were deemed sufficient for the purpose of this proceeding, the evidence does not demonstrate that the City's proposal is sufficiently out of line to justify a deviation from its settlement pattern. In this regard the record indicates that the three proposed comparables had an average top firefighter rate adjustment in 1984 of 4.1%, whereas the City has proposed a 4.3% adjustment. In addition, while the average top firefighter rate in the three proposed comparables exceeds the City's proposal by approximately \$120 per month, the City's proposal would not result in the lowest top firefighter rate among the four departments in question. In fact, the City's proposal rate exceeds the lowest comparable rate by almost \$35 per month.

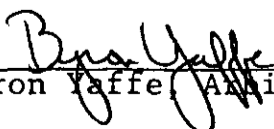
Thus, based upon the limited evidence which was presented in this proceeding, the undersigned does not believe that there is sufficient justification to deviate from the City's established settlement pattern. This conclusion is based upon the fact that there has been no showing that the City's proposal will result in conditions of employment which are substantially out of line with comparable fire departments. Absent such evidence, the undersigned believes the City's proposal is the more reasonable of the two submitted herein.

Based upon the foregoing considerations the undersigned hereby renders the following

ARBITRATION AWARD

The final offer submitted by the City shall be incorporated into the parties' 1984 collective bargaining agreement.

Dated this 5th day of September, 1984 at Madison, Wisconsin.


Byron Yaffe, Arbitrator