STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

TECHNICIANS, ENGINEERS & ARCHITECTS OF MILWAUKEE (TEAM), Complainant, vs. CITY OF MILWAUKEE, Respondent.	:	Case CCVII No. 26767 MP-1148 Decision No. 18646-A
CITY OF MILWAUKEE, Complainant, vs. TECHNICIANS, ENGINEERS & ARCHITECTS OF MILWAUKEE, Respondent. 1/	:	Case CCVIII No. 26853 MP-1156 Decision No. 18157-A

Appearances:
Kersten & McKinnon, Attorneys at Law by Mr. E. Campion Kersten, 231 West Wisconsin Avenue, Milwaukee, Wisconsin 53203, on behalf of TEAM.
James B. Brennan, City Attorney, by Mr. Nicholas M. Sigel, Principal Assistant City Attorney, 800 City Hall, Milwaukee, Wisconsin 53202, on behalf of the City.

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

AMEDEO GRECO, HEARING EXAMINER: Technicians, Engineers and Architects of Milwaukee, herein TEAM, filed a prohibited practice complaint with the Wisconsin Employment Relations Commission, herein Commission, wherein it alleged that the City of Milwaukee had committed a prohibited practice complaint by refusing to implement an interest arbitration award issued by Arbitrator William Petrie. On October 3, 1980, the City filed a similar complaint with the Commission, wherein it alleged that it was TEAM who had committed a prohibited practice by refusing to execute Arbitrator Petrie's award. The Commission appointed the undersigned in both cases to act as Examiner to make and issue Findings of Fact, Conclusions of Law and Order, as provided for in Section 111.07 (5), Stats. Hearing on both complaints was held in Milwaukee, Wisconsin on October 27 and November 18, 1980. Both parties have filed briefs and reply briefs which were received by May 5, 1981. Having considered the arguments and the evidence, the Examiner makes and files the following Findings of Fact, Conclusions of Law and Order.

FINDINGS OF FACT

1. TEAM, a labor organization, maintains its offices in Milwaukee, Wisconsin. Its principal representative is attorney E. Campion Kersten, who at all times herein has acted as it agent.

1/ The City at the hearing amended its complaint by deleting E. Campion Kersten, Teams' attorney, as a named respondent.

2. The City, a municipal employer, has its principal offices at the Milwaukee City Hall, 200 East Wells Street, Milwaukee, Wisconsin. James J. Mortier and William Malloy are labor negotiators for the City and at all times herein have acted as its agents.

3. TEAM represents for collective bargaining purposes about 180 engineering technicians, engineers, and architects employed by the City. Team and the City were privy to a 1978-1979 collective bargaining agreement which expired on December 31, 1978. Part V, Section E, of that contract had a savings clause which provided:

> E. SAVING CLAUSE
>
> If any article or section of this Agreement or any addendums thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and addendums shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

The parties engaged in negotiations for a successor contract in 1979-1980. When those negotiations failed to produce a contract, the City on June 14, 1979, petitioned the Commission for mediation-arbitration under Section 111.70(4)(cm), Stats. The parties at that time also agreed to waive the investigation provided for in Section 111.70(4)(cm). The parties thereafter filed their final offers to be submitted to the mediator-arbitrator.

4. TEAM's final offer initially provided:

> T.E.A.M. FINAL OFFER ON 1979 - 1980 CONTRACT
>
> 1. TERM OF CONTRACT, SAVING PROVISION:
>
> TEAM requests a two-year contract to cover the calendar years 1979 and 1980. All terms and provisions of the existing (1977-1978) contract are incorporated by reference in these requests except as specifically revised in accordance with the following requests.
>
> 2. BARGAINING TIME:
>
> Employees serving as members of the TEAM bargaining committee shall be paid their normal base rate for all hours spent in contract negotiations carried on during their regular work day. Effort shall be made to conduct negotiations during non-working hours to the extent possible, and in no case shall such meetings be unnecessarily protracted. Employees released from duty for negotiations shall be allowed reasonable travel time between their work site and the meeting location.
>
> 3. WAGES:
>
> (a) Effective the first pay period of 1979, an increase of 7% over base pay rates in effect at the close of 1978.
> (b) Effective the first pay period of 1980, an increase of 7% over base pay rates in effect at the close of 1979.
>
> 4. TUITION REIMBURSEMENT:
>
> TEAM accepts the City proposal of maintaining the present $410 annual allowance with up to $150 thereof allocable to books and laboratory fees.

5. REALLOCATIONS:

(a) Plan Examiner II classification to be placed in C.E. III or Architects titles and pay ranges as required; (b) Reallocate or adjust pay ranges 620 through 630 by eliminating the bottom increment and adding an increment at the top of each range, effective the first pay period in 1979.

(c) Reallocate or adjust pay ranges 620 through 630 by eliminating the bottom increment and adding an increment at the top of each range, effective the first pay period in 1980.

(d) Technician "M" Ranges - Allow substitution of years of experience for college credit (3 years for each "M" range). Allow attainment of P.E., R.L.S., or Designer License to qualify for "M" ranges.

6. HEALTH INSURANCE:

TEAM accepts the City proposal to maintain June 1, 1978 levels of coverage at City expense.

7. FUNERAL LEAVE:

TEAM accepts the City offer of expanding allowable funeral leave to three working days in the case of death of a close relative (spouse, child, parent, brother or sister).

8. CLOTHING ALLOWANCE:

TEAM accepts the City offer to pay $20.00 towards the cost of safety shoes in 1979 and $25.00 in 1980.

9. TEAM agrees to drop the following items heretofore requested by it:

Longevity pay.
Vacation improvements.
Sick leave improvements.
Emergency day improvements.
Pension improvements.
Parking improvements.
Flex-time.
Changes in classification.
Professional liability protection.
Time off and/or fee reimbursement for attending certain professional meetings.
Dental coverage or other revisions in health insurance coverage.

5. The City's final offer provided:

CITY'S FINAL OFFER
To
TECHNICIANS, ENGINEERS AND ARCHITECTS
OF MILWAUKEE
(TEAM)

The City submits for arbitration its proposal for a two year labor agreement beginning January 1, 1979 and expiring December 31, 1980.

The terms and conditions shall be the terms and conditions of the agreement which governed the parties in calendar year 1977 and 1978, modified only to exclude

executed provisions of that agreement; to change as necessary the dates therein stated; and to effect the following changes in language which represent the City's proposals in the areas of Wages, Pensions and Safety Shoes.

SCHEDULE A

Rates of Pay

1. The wages paid to the employes covered by this Agreement shall be increased as follows in accordance with the salary ordinances as adopted by the Common Council Ordinance File No. Ordinance No. and with any other related ordinances, and any appropriate amendments.

   a. A 6.6% general wage increase, effective Pay Period 1, 1979 (December 24, 1978). This increase will be applied to the Pay Period 26, 1978 base salary.

   b. A 6.4% general wage increase, effective Pay Period 1, 1980 (December 23, 1979). This increase will be applied to the Pay Period 26, 1979 base salary.

   Sections 2, 3, 4 and 5 found on page 30 lines 17-29 remain unchanged. (To replace lines 2 to 13 page 20 and achieve the attached salary schedule)

   c. A new City employe hired after January 1, 1979 into a City position which is included in the bargaining unit shall be required to retire at the start of the month following the month in which he reaches his seventieth (70th) birthday. (To replace lines 21 to 24 page 21)

. . .

3. Effective Pay Period 1, 1980, the City will pay the full cost of maternity coverage for single female employes who are eligible for health insurance coverage as follows:

   Benefits would apply only to delivery charges and the normal nursery charges for the new-born child. This coverage would not extend to the new-born child once the single subscriber left the hospital.
   (Insert after line 24 page 26 and renumber succeeding paragraphs) (Emphasis in original.)

SAFETY SHOE ALLOWANCE PROGRAM

All employes who work in those classifications which require the wearing of approved safety shoes must comply with the following requirements and procedures before a safety shoe allowance can be granted:

1. One pair of safety shoes (Classifications USAS Z41.1-1967/75) must be purchased before the shoe allowance can be granted.

2. At least one of the two shoes must be legibly stamped ANSI or USAS Z41.1-1967/75.

3. A dated receipt bearing the name of the employee which clearly shows that one pair of ANSI or USAS Z41.1-1967/75 safety shoes have been purchased must be obtained.

4. The safety shoe receipt must be presented to the immediate supervisor prior to November 1st of the calendar year in which claim is made for the safety shoe allowance.

5. The style of shoe must meet bureau requirements.

6. A minimum of eight calendar weeks on the payroll is required during the year in which claim is made.

7. Only one safety shoe subsidy, in any form, will be granted to a City employee during a calendar year.

Those bureaus and operations which have had previous programs and procedures for the purchase of safety shoes will not be affected by the above program. No employee may participate in more than one City sponsored program and no employee who is in a classification not required to wear safety shoes but elects to wear them can claim reimbursement hereunder. (Emphasis in original.)

6. The parties on July 2, 1979 agreed to modify their final offers as follows:

Stipulated Amendments of Final Offers

The parties have agreed that their final offers submitted on March 15, 1979 shall be amended as follows:

The following shall be added to the Employer's final offer:
"Implementation of Wage Changes
The implementation of wage changes involving the M1, M2, and M3 steps will be in accordance with the procedures as stated in the 1969-70 Agreement.

the (sic) Union's final offer at page 2, Item 5., Section (d) shall be chaged (sic) to read:

"Technician "M" Ranges - Allow substitution of years of experience for college credits (sic) (3 years for (sic) each "M" range). Allow attainment of P.E., R.L.S., or Designer License to qualify for "M" ranges. In all other respects, progression intor (sic) and through the "M" ranges shall be in accordance with the formula established in section 2 c of Schedule A (at pages 22, line 23 through page 23, line 5) of the 1969-1980 Agreement." (Emphasis in original.)

. . .

7. The parties selected William Petrie to serve as mediator-arbitrator. On October 10, 31, and November 2, 1979, and following an earlier mediation attempt, Arbitrator Petrie conducted a hearing on said matters. On June 8, 1980, Arbitrator Petrie issued his Award wherein he selected TEAM's final offer to be incorporated in the successor collective bargaining agreement. In doing so, Arbitrator Petrie found unlawful TEAM's request pertaining to the reclassification and upgrading of a Plan Examiner's position. As a result, Arbitrator Petrie disregarded that request when he considered the final offers of the parties.

8. By letter dated July 22, 1980, Mr. James B. Brennan, the City Attorney for the City of Milwaukee, and Mr. Nicholas M. Sigel advised the Finance and Personnel Committee of the Milwaukee Common Council of the above noted arbitration award by stating in part:

Our office would like to bring to your attention relative to Common Council File No. 78-776-a the fact that in our opinion the decision and award of arbitrator William W. Petrie dated June 8, 1980 relative to the

above-captioned matter has not changed the final offer of the parties in arriving at his award. His award, unfortunately, found the Union's final offer was the better of the two offers.

To support our conclusion that a change was not made by the arbitrator in arriving at his award, we note that on Page Seven of his decision under the heading "FINDINGS AND CONCLUSIONS," he recognized he cannot change the offers. (Emphasis in original.)

. . .

9. On July 29, 1980, the Milwaukee City Council passed a resolution which authorized the proper City officials to execute a formal contract between the parties herein. Pursuant thereto, City negotiator William Malloy on or before August 27, 1980, submitted to TEAM a proposed contract which included the disputed items which were subject of the mediation-arbitration proceeding conducted by Arbitrator Petrie. Said proposed contract provided in material part:

B. UNION NEGOTIATING COMMITTEE

The Union shall advise City of the names of its negotiators.

Employees serving as members of the TEAM bargaining committee shall be paid their normal base rate plus reasonable travel time for all hours spent in contract negotiations carried out during their regular working day. To the extent possible, negotiations shall be carried out during non-working hours, and such negotiations shall not be unnecessarily protracted. That the names of the duly chosen representatives of the bargaining unit shall be submitted to the City Personnel Director and City Labor Negotiator sufficiently in advance of regularly scheduled meetings so as to permit notification of the appropriate City departments. That the provisions of this Agreement shall be limited to day conferences or negotiations held during the year 1980 with respect to wages, hours and conditions of employment thereafter. That the City Labor Negotiator shall interpret and administer the provisions of this section.

SCHEDULE "A"

RATES OF PAY

1. The parties agree that the wages paid to the employes covered by this Agreement shall be increased as follows in accordance with the salary ordinances as adopted by the Common Council Ordinance File No. _____ Ordinance ___, and with any other related ordinances, and any appropriate amendments.

a. Effective Pay Period 1, 1979 (December 24, 1978) the first step will be deleted and a new top step added to each pay range in the bargaining unit. An employe who is paid at the maximum step in the pay range prior to Pay Period 1, 1979, will be eligible to advance to the new maximum of the range effective Pay Period 1, 1980 (December 23, 1979), while those at lower steps will advance to the new comparable step on their anniversary date.

b. A 7% general wage increase, effective Pay Period 1, 1979 (December 24, 1978). (This increase will be applied to the Pay Period 26, 1978 base salary.)

c. Effective Pay Period 1, 1980 (December 23, 1979), the first step will be deleted and a new top step added to each pay range in the bargaining unit.

An employe who is paid at the maximum step in the pay range prior to Pay Period 1, 1980, will be eligible to advance to the new maximum of the range effective Pay Period 1, 1981, while those at lower steps will advance to the new comparable step on their anniversary date.

d. A 7% general increase, effective Pay Period 1, 1980 (December 23, 1979). (This increase will be applied to the Pay Period 26, 1979 base salary.)

2. The salaries and wages of employes shall be paid biweekly.

3. Unless otherwise specified, employes shall move from the minimum step in the pay range to the maximum step in annual increments. The administration of the pay plan shall be in accordance with the salary ordinance.

4. The City reserves the right to make corrections of errors to the salary ordinance, if any are found.

5. The City reserves the right to make changes in the salary ordinances to reflect classification changes recommended by the City Service Commission. This item shall not be subject to either advisory or final and binding arbitration.

Technical "M" Ranges

1. Under Pay Range 620, the asterisk (*) footnote applying to the top three steps in the range shall be revised to read as follows:

* Incumbents employed prior to December 7, 1979, with either six years of service or forty college credits will be eligible for one salary increment. Incumbents employed prior to December 7, 1969, with either seven years of service or sixty college credits will be eligible for two additional salary increments. Incumbents employed prior to December 7, 1969, with either eight years of service or 120 college credits will be eligible for three additional salary increments. Employes appointed on or after December 7, 1969, will be eligible for those additional salary increments, if they have both the required years of years of service and the required college credits, and will otherwise be limited to the first five steps of the pay range except as provided.

Effective Pay Period 1, 1979 (December 24, 1978), an employe holding a license from the State of Wisconsin as a Professional Engineer, a Registered Land Surveyor, or a Registered Designer may substitute such license in lieu of college credits required in order to be eligible for one "M" step.

Effective Pay Period 1, 1979 (December 24, 1978) employes who advance to the fifth step of the range (regular maximum), upon completion of three years of service at that step subsequent to that date, will be eligible for the sixth step, at the end of three more years will be eligible for the seventh step, and at the end of three more years will be eligible for the eighth step in lieu of the college credit requirement noted above. (Emphasis in original.)

2. Under Pay Range 622, the asterisk (*) footnote applying to the top two steps in the range shall be revised to read as follows:

* Incumbents employed prior to December 7, 1969, with either eight years of service or eighty college credits will be eligible for one additional salary increment. Incumbents employed prior to December 7, 1969, with either nine years of

service or 120 college credits will be eligible for two additional salary increments. Employes appointed on or after December 7, 1969, will be eligible for those additional salary increments if they have both the required years of service and required college credits and will otherwise be limited to the first five steps of the pay range except as provided.

Effective Pay Period 1, 1979 (December 24, 1978), an employe holding a license from the State of Wisconsin as a Professional Engineer, a Registered Land Surveyor, or a Registered Designer may substitute such license in lieu of college credits required in order to be eligible for one "M" step.

Effective Pay Period 1, 1979 (December 24, 1978) employes to advance to the fifth step of the range (regular maximum), upon completion of three years of service subsequent to that date, will be eligible for the sixth step, and at the end of three more years will be eligible for the seventh step.

3. The benefits provided by the changes under 1 and 2 above for Pay Ranges 620 and 622 relating to Technical "M" Ranges shall expire with the termination of this Agreement. (Emphasis in original.)

. . .

10. In response, TEAM's Attorney, E. Campion Kersten, on August 28, 1980 submitted to the City TEAM's version of how the above noted disputed language should be worded in the contract. Said material in part provided:

B. UNION NEGOTIATING COMMITTEE

The Union shall advise City of the names of its negotiators.

Employees serving as members of the TEAM bargaining committee shall be paid their normal base rate plus reasonable travel time for all hours spent in contract negotiations carried out during their regular working day. To the extent possible, negotiations shall be carried out during non-working hours, and such negotiations shall not be unnecessarily protracted. That the names of the duly chosen representatives of the bargaining unit shall be submitted to the City Personnel Director and City Labor Negotiator sufficiently in advance of regularly scheduled meetings so as to permit notification of the appropriate City departments. ~~That the provisions of this Agreement shall be limited to day conference or negotiations held during the year 1980 with respect to wages, hours, and conditions of employment thereafter. That the City Labor Negotiator shall interpret and administer the provisions of this section.~~ (Erasures in original.)

SCHEDULE "A"

RATES OF PAY

1. The parties agree that the wages paid to the employees covered by this Agreement shall be increased as follows in accordance with the salary ordinances as adopted by the Common Council Ordinance File No. _____Ordinance_____, and with any other related ordinances, and any appropriate amendments.

a. Effective Pay Period 1, 1979 (December 24, 1978) the first step will be deleted and a new top step added to each pay range in the bargaining unit. An employe who is paid at the maximum step in the pay range prior to Pay Period 1, 1979, will ~~be eligible to~~ advance to the new maximum of the range effective Pay Period 1, ~~1980~~ 1979 ~~(December 23, 1979)~~, (December 24, 1978), while those at lower steps will advance to the new comparable step ~~on their anniversary date~~ as of Pay Period 1, 1979.

b. A 7% general wage increase, effective Pay Period 1, 1979 (December 24, 1978). (This increase will be applied to the Pay Period 26, 1978 base salary.)

c. Effective Pay Period 1, 1980 (December 23, 1979), the first step will be deleted and a new top step added to each pay range in the bargaining unit. An employe who is paid at the maximum step in the pay range prior to Pay Period 1, 1980, will ~~be eligible to~~ advance to the new maximum of the range effective Pay Period 1, ~~1981~~, 1980, while those at lower steps will advance to the new comparable step ~~on their anniversary date~~ effective Pay Period 1, 1980. 2/ (Erasure and emphasis in original.)

Technical "M" Ranges

1. Under Pay Range 620, the asterisk (*) footnote applying to the top three steps in the range shall be revised to read as follows:

* Incumbents employed prior to December 7, 1969, with either six years of service or forty college credits will be eligible for one salary increment. Incumbents employed prior to December 7, 1969, with either seven years of service or sixty college credits will be eligible for two additional salary increments. Incumbents employed prior to December 7, 1969, with either eight years of service or 120 college credits will be eligible for three additional salary increments. Employes appointed on or after December 7, 1969, will be eligible for those additional salary increments, if they have both the required years of years of service and the required college credits, and will otherwise be limited to the first five steps of the pay range except as provided.

Effective Pay Period 1, 1979 (December 24, 1978), an employe holding a license from the State of Wisconsin as a Professional Engineer, a Registered Land Surveyor, or a Registered Designer may substitute such license in lieu of college credits required in order to be eligible for one "M" ~~step~~ steps.

Effective Pay Period 1, 1979 (December 24, 1978), employes who advance or have advanced to the fifth step of the range (regular maximum), upon completion of three years of service (sic) 3/

2. Under Pay Range 622, the asterisk (*) footnote applying to the top two steps in the range shall be revised to read as follows:

2/ It appears that TEAM at this part of its proposed contract language inadvertently omitted a contractual provision which is not in dispute and which should have provided, as per the City's prior August 27, 1980, proposal; "d. A 7% general increase, effective Pay Period 1, 1980 (December 23, 1979). (This increase will be applied to the Pay Period 26, 1979 base salary.)"

3/ It similarly appears that TEAM at this part of its proposed contract language inadvertently omitted the remaining part of this sentence which is not in dispute and which, per the City's August 27, 1980 proposal, should have gone on to add; "at that step subsequent to that date, will be eligible for the sixth step, at the end of three more years will be eligible for the seventh step, and at the end of three more years will be eligible for the eighth step in lieu of the college credit requirement noted above."

* Incumbents employed prior to December 7, 1969, with either eight years of service or eighty college credits will be eligible for one additional salary increment. Incumbents employed prior to December 7, 1969, with either nine years of service or 120 college credits will be eligible for two additional salary increments. Employes appointed on or after December 7, 1969, will be eligible for those additional salary increments if they have both the required years of service and required college credits and will otherwise be limited to the first five steps of the pay range except as provided.

Effective Pay Period 1, 1979 (December 24, 1978), an employe holding a license from the State of Wisconsin as a Professional Engineer, a Registered Land Surveyor, or a Registered Designer may substitute such license in lieu of college credits required in order to be eligible for ~~one "M" step~~ steps.

Effective Pay Period 1, 1979 (December 24, 1978) employes ~~to~~ who advance or have advanced to the fifth step of the range (regular maximum), upon competion (sic) of three years of service subsequent to that date, will be eligible for the sixth step, and at the end of three more years will be eligible for the seventh step.

3. ~~The benefits provided by the changes under 1 and 2 above for Pay Ranges 620 and 622 relating to Technical "M" Ranges shall expire with the termination of this Agreement.~~ (Erasures and emphasis in original.)

11. The parties earlier agreed in their tentative 1979-1980 contractual proposals to Part I, Section C, which provided:

> Either party may reopen the contract by notice served upon the other not earlier than July 15, 1980, nor later than August 1, 1980, indicating areas in the succeeding contract in which changes are requested. Negotiations shall begin promptly thereafter and the parties pledge their earnest efforts to achieve agreement on or before November 20, 1980.

12. By virtue of the disagreement between the parties on the phrasing of the disputed items herein, the parties have failed to execute the 1979-1980 contract.

Upon the basis of the above Findings of Fact, the Examiner makes the following

CONCLUSIONS OF LAW

1. TEAM did not violate Section 111.70(3)(b)(6), nor any other provision of MERA, when it refused to sign the City's proferred contract.

2. The City violated Section 111.70 (3)(a)7 of MERA when it refused to sign TEAM's proferred contract which embodied the terms of Arbitrator Petrie's award.

Based upon the above and foregoing Findings of Fact and Conclusions of Law, the Examiner makes and issues the following

ORDER

1. IT IS ORDERED that the City's complaint filed against TEAM be, and the same hereby is, dismissed in its entirety.

2. IT IS FURTHER ORDERED that the City, its officers and agents, shall immediately:

1. Cease and desist from refusing to execute and implement the terms of Arbitrator Petrie's Award.

2. Take the following affirmative action which the Examiner believes will effectuate the policies of MERA:

(a) Sign and execute a 1979-1980 contract which embodies the terms of Arbitrator Petrie's Award and which are spelled out in TEAM's August 28, 1980, letter to the City, as modified in footnotes 2 and 3 above.

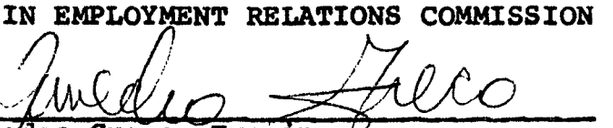
(b) Pay members of TEAM's bargaining committee their normal salary and reasonable travel time for all hours that said members spend in negotiating a successor contract to the 1979-1980 contract for up to a five (5) month period following implementation of the Petrie Award.

(c) Notify all employes represented by TEAM by posting in conspicuous places in its offices copies of the notice attached hereto and marked "Appendix A". The notice shall remain posted for thirty (30) days. Reasonable steps shall be taken by the City to insure that said notices are not altered, defaced or covered by other material.

(d) Notify the Wisconsin Employment Relations Commission in writing, within twenty (20) days following the date of this Order as to what steps have been taken to comply herewith.

Dated at Madison, Wisconsin this 11th day of May, 1981.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By 
Amedeo Greco, Examiner

APPENDIX A

NOTICE TO ALL EMPLOYES

Pursuant to an Order of the Wisconsin Employment Relations Commission, and in order to effectuate the policies of the Municipal Employment Relations Act, we hereby notify our employes that:

WE WILL NOT refuse to sign and implement the terms of the Arbitration Award issued by arbitrator William Petrie on June 8, 1980.

WE WILL immediately sign and implement the terms of that Award.

WE WILL pay members of TEAM's bargaining committee their normal salary and reasonable travel time for all hours that said members spend in negotiating a successor contract to the 1979-1980 contract for up to a five (5) month period following implementation of the Petrie Award.

By_____
City of Milwaukee

THIS NOTICE MUST REMAIN POSTED FOR THIRTY (30) DAYS AND MUST NOT BE ALTERED, DEFACED OR COVERED BY OTHER MATERIAL.

MEMORANDUM ACCOMPANYING FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

The Complaint filed by TEAM alleges that the City unlawfully has refused to execute a contract which includes three issues involved in Arbitrator Petrie's Award; namely, bargaining time, credit for work experience, and step increases. TEAM therefore requests that the City sign a contract and implement the language on these three issues, pursuant to its August 26, 1980, letter to the City which is set out in Finding of Fact No. 10. 4/

In response, the City asserts that TEAM's proferred language on these three items is inaccurate and that the correct language which should be included in the contract is the language which it has presented to TEAM and which is spelled out in Finding of Fact No. 9. The City's complaint therefore alleges that it is TEAM which has committed a prohibited practice by refusing to execute a contract which contains the latter language. The City also contends that Arbitrator Petrie's Award is unlawful because the Arbitrator improperly modified TEAM's final offer.

On this latter point it is true, as noted in Finding of Fact No. 7, that Arbitrator Petrie ruled that TEAM's final offer was defective because it improperly requested the reclassification and upgrading of a Plan Examiner's position. In doing so, Arbitrator Petrie held:

> In considering the positions of the parties with respect to this matter, it seems clear to the Impartial Arbitrator that the provisions of Section 63.23 do reserve to the Commission the responsibility to determine the classification of employes; the legislature has clearly provided that the groupings of job duties into classifications shall be based upon the judgment of the Commission as to similarity of authority, responsibility and character of work. The Impartial Arbitrator finds nothing in the provisions of Section 111.70 which contravenes the provisions of Section 63.23 and, accordingly, I find that I have no statutory authority to reclassify employees currently holding the Plan Examiner II classification into either the Civil Engineer III classification or into an equivalent Architect classification.
>
> While the Union argued that the major thrust of its request is not to have the Plan Examiners reclassified, but rather to place them into a higher pay category, this purpose is not re-reflected in its final offer which provides in pertinent part as follows:
>
> > "..Plan Examiner II classification to be placed in C.E. III or Architects titles and pay ranges as requires;"
>
> The provisions of Section 111.70 clearly provide that neither party can revise its final offer without the consent of the other party, and nothing in the Statute would suggest to the Arbitrator that he has unilateral authority to modify the final offer of either party to conform with its alleged intent. Since

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4/ At the instant hearing, the parties resolved some other issues then in dispute. In return, TEAM there expressly agreed to drop its prior claim which demanded the awarding of attorney's fees and interest on any back pay.

the request for reclassification of those holding the Plan Examiner II classification is inconsistent with the provisions of Section 63.23, the Arbitrator lacks authority to grant the request. Accordingly, the Impartial Arbitrator will disregard from further consideration the Union's reclassification request; it will not be weighed by the Arbitrator against the various remaining statutory criteria, and it will not contribute to the basis for the selection of the final offer of either party in this proceeding.

Pointing to this language, the City asserts that the Award herein is unlawful and it cites several cases for support of that view, i.e., Menasha Joint District, Decision 17138-D, 4/80, Milwaukee Deputy Sheriff's Association v. Milwaukee County, 64 Wis. 2d. 651, Village of Greendale, Decision No. 15481 and Ithaca School District, Decision No. 17461-B, 12/79. These cases are not really in point, however, as all involved factually dissimilar situations. Thus; (1) Menasha, supra, centered on the failure of the parties to agree on a cocurricular attachment in their collective bargaining negotiations; (2) Milwaukee County, supra, involved whether final offer arbitration under Section 111.77 of MERA could include a subject which was not first considered in collective bargaining negotiations; (3) Greendale, supra, raised the same issue; and (4) Ithaca, dealt with the failure of implementing language to support a given proposal. As for Portage, supra, it is true that Arbitrator Ziedler there held:

> "1. The proposal of the Union in trading shifts is not a bar to any further consideration of the offers. Although it may be illegal, it has been an unchallenged past practice, and there is a Savings Clause in the Agreement which would allow the rest of the Agreement to stand if this is declared illegal."

Contrary to the City's assertion, this case does not support its claim. Rather, it supports the view that the Petrie Award is lawful since the instant contract also contains a severability clause. For, it is clear in the instant case that Arbitrator Petrie did not consider TEAM's reclassification request and that that request played absolutely no part whatsoever on Arbitrator Petrie's ultimate decision. As a result, Mr. Malloy himself acknowledged at the hearing that the City was not in any way adversely affected by that proposal.

In such circumstances, the instant case is governed by the Commission's Wausaukee decision. 5/ There the Commission held that the inclusion of an unlawful proposal in a party's final offer was insufficient to warrant setting aside the remainder of a final offer where; (1) the unlawful proposal had no effect on the outcome of the case; and (2) the contract contained a severability clause. Such a rule is needed where, as here, we are dealing with the interplay of a final offer and other pertinent statutory provisions. Since such questions at times are difficult to resolve, it would be unfair to hold in the face of a severability clause and the absence of any detriment to the other side that an entire final offer is invalid merely because one of its provisions conflicts with the myriad of statutory provisions affecting wages, hours and conditions of employment. Indeed, the City itself has apparently recognized this fact, as reflected by Mr. Sigel's July 22, 1980, letter to the Finance and Personnel Committee of the City's Common Council which conceded that Arbitrator Petrie had not changed the final offer of the parties. 6/

5/ School District of Wausaukee, VII, Decision No. 17576 (1/80).

6/ The City now contends that said letter was merely an "opinion" and that it "was rendered to facilitate labor peace and to attain an opportunity for a signed agreement". This claim simply holds no water, as the City has failed to show how the letter could bring about purported "labor peace". Instead, the letter must be recognized for what it really is; an admission against interest which cuts against the City's claim in this proceeding that Arbitrator Petrie unlawfully modified TEAM's final offer.

Having found that the Petrie Award was lawful, it is now time to consider which party has proposed the correct contract language to implement that Award.

Before doing so, it should be noted at the outset that the parties herein have never before jointly participated in the mediation-arbitration procedure spelled out in Section 111.70 4 (c)(m) of MERA. As a result, the instant controversy marked the first time that the parties have participated in that process. In addition, and as noted above, some of the contractual proposals in dispute also involve the application of various City ordinances. Furthermore, the parties herein jointly agreed to waive the investigation provided for in Section 111.70 4 (c)(m). The parties therefore submitted their final offers through the mail.

It is in the context of this background that the City now contends that TEAM's final offer is incomplete and that TEAM's interpretation of the disputed contract language is incorrect. The City asserts that TEAM throughout the underlying negotiations never advised the City negotiators that all eligible employes were to receive step increases and increments at the beginning of 1979 and 1980, rather than at the end of those years. The record bears out the City's contention as LeRoy F. Robarge, a member of TEAM's bargaining committee, testified that TEAM first fully explicated its position on the timing of the increments at the Petrie arbitration hearing. Mr. Malloy also testified without contradiction that TEAM during those negotiations never indicated when the merit step increases would become effective.

Contrary to the City's claim, however, TEAM's lack of explication during negotiations does not warrant setting aside the Petrie Award. Thus, in assessing this claim, it must first be noted that the negotiators for the City are among the most experienced and able negotiators in the entire State of Wisconsin. As a result, if the City during negotiations chooses not to demand a full explanation of a Union's contract proposals, the City has only itself to blame for that situation. For, one of the very purposes of negotiations is to enable both parties to clearly understand the contract proposals advised by the other side. Furthermore, there is no indication that TEAM ever mislead the City by advancing one interpretation in negotiations and another interpretation before the Arbitrator.

In addition, Mr. Malloy acknowledged at the instant hearing that the City prior to the issuance of the Petrie Award never publicly asserted that the four (4) percent increments herein should be effective at the end of 1979 and 1980. In light of this latter admission, it is difficult to see how the City on the one hand can complain about the ambiguity of TEAM's offer, when on the other hand it itself has advanced an interpretation which it admittedly never made in the underlying arbitration hearing and which it waited nearly one year to advance.

In light of the above considerations, it must be concluded that the purported ambiguity of TEAM's contract proposals is insufficient to set aside the Award merely on that basis. Rather, the more pertinent questions are what was argued before Arbitrator Petrie and what did Arbitrator Petrie hold in his Award.

On that point, TEAM's final offer on bargaining time provided:

2. BARGAINING TIME:

> Employees serving as members of the TEAM bargaining committee shall be paid their normal base rate for all hours spent in contract negotiations carried on during their regular work day. Effort shall be made to conduct negotiations during non-working hours to

the extent possible, and in no case shall such meetings be unnecessarily protracted. Employees released from duty for negotiations shall be allowed reasonable travel time from their work site and the meeting location.

The City, in turn, contends that TEAM's proposal is incomplete and that this contract provision should read as follows:

B. UNION NEGOTIATING COMMITTEE

The Union shall advise City of the names of its negotiators.

Employees serving as members of the TEAM bargaining committee shall be paid their normal base rate plus reasonable travel time for all hours spent in contract negotiations carried out during their regular working day. To the extent possible, negotiations shall be carried out during non-working hours, and such negotiations shall not be unnecessarily protracted. That the names of the duly chosen representatives of the bargaining unit shall be submitted to the City Personnel Director and City Labor Negotiator sufficiently in advance of regularly scheduled meetings so as to permit notification of the appropriate City departments. That the provisions of this Agreement shall be limited to day conferences or negotiations held during the year 1980 with respect to wages, hours, and conditions of employment thereafter. That the City Labor Negotiator shall interpret and administer the provisions of this section.

A review of these two proposals shows that the City's language contains three (3) requirements which are not contained in TEAM's proposal; (1) that TEAM advise the City of the names of its negotiators; (2) that the City negotiator interpret and administer this provision; and (3) that the provision be applicable only to the year 1980. In support of its position, the City asserts that the prior contract between the parties contained these three requirements, that the parties stipulated in their tentative agreements that all provisions of the prior contract would continue in the successor contract unless expressly modified by the final offers of either party, that TEAM's final offer did not seek modification of these three requirements, and that as a result the City can insist upon their inclusion in the successor contract.

The primary disagreement between the parties on this issue centers on whether the City is required to pay for bargaining time for only the 1980 year, as contended by the City, or whether the City must pay for such time after the contract has expired, as asserted by TEAM. 7/

7/ At the hearing, TEAM stated that it had no objection to supplying the City with the names of its negotiators. Furthermore, and as noted in Finding of Fact 10, TEAM's August 28, 1980, proposal to the City adopted the City's proposed contract language on this issue. As a result, this issue is not in dispute.

As to the second sub-issue on this matter, there is no question but that the City has the inherent managerial right to designate its own representative to administer the bargaining time proviso on its behalf, irrespective of whether the contract expressly provides for such a right. However, there is no indication whatsoever that TEAM in the underlying negotiations ever agreed that the City negotiator, rather than an independent arbitrator, would interpret the substantive rights that TEAM possessed under this provision. As a result, TEAM's final offer on bargaining time was meant to replace the entire section which existed in the prior contract. TEAM need not, therefore, agree to such a restriction in the 1979-1980 contract, even though such a restriction would have no substantive effect in light of the ultimate remedy herein which can be policed by the Commission if there is non-compliance with the remainder of this provision.

The City's argument is without merit as the totality of the record, including the briefs and testimony presented to Arbitrator Petrie in the underlying arbitration proceeding, 8/, establishes that TEAM sought to have the City pay for all time that City employes negotiated a successor contract and that said bargaining time should not be limited to the 1980 calendar year. Thus, Attorney Kersten's opening statement to Arbitrator Petrie reflected that position, along with Attorney Kersten's subsequent statement that it was unfair for the City to cease such payments for some of the meetings involved in the mediation-arbitration proceeding.

It was for that reason that Arbitrator Petrie noted in his Award that TEAM sought compensation "for all hours spent in contract negotiations carried out during their regular working day . . ." (Emphasis added.) Arbitrator Petrie added at the end of his Award that he found TEAM's proposal on this issue more reasonable than the City's proposal because, in his words:

> "The position of the Union with respect to payment for bargaining time is slightly favored, primarily due to the past practice of the parties. (Emphasis in original.)

Since the record establishes that the City in the past had usually paid for bargaining time even after the contract had expired, it is clear that Arbitrator Petrie construed TEAM's proposal to provide for the same result. Accordingly, the City is required to include TEAM's language on this issue in the 1979-1980 contract as that language does not limit the granting of such time to 1980.

Turning to the merit range issue, TEAM proposed that bargaining unit employes who lacked college credits be given credit for their work experience so that they would progress through the City's merit range progression. TEAM contends that its final offer on this point, which is set forth in Finding of Fact No. 4, provided that such credit for work experience related back to the prior work experience of employes and that, as a result, employes who had three year's experience as of January 1, 1979, would automatically progress one step on that date.

The City, on the other hand, asserts that TEAM's proposal is silent on when such changes should be effective, and that under applicable City of Milwaukee civil service regulations, such changes would not be effective until three years after the contract went into effect on January 1, 1979. Thus, the City argues that eligible employes would advance one step in the merit range only after they had three years of work experience commencing on January 1, 1979. As a result, under the City's theory, almost all affected employes would have to wait until January 1, 1982 to advance through the merit ranges.

At the hearing, the Examiner asked the City why TEAM would seek a contractual benefit which would not become effective during the duration of the proposed two year contract. The City admitted that it had no knowledge why TEAM would seek such a benefit. The City's response is not surprising since the record in fact clearly supports TEAM's position. Thus, in describing the financial costs of this proposal, Mel Hintz, one of TEAM's witnesses in the Petrie hearing, testified that it would cost the City about "$5600 in the first year". Since that cost would be incurred only if the step increases went into effect on January 1, 1979, it is clear that the parties in the underlying arbitration proceeding well understood that such in-

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8/ The parties agreed to introduce into the instant record the entire record in the underlying Petrie Award.

creases were to become effective immediately upon the commencement date of the 1979-1980 contract and not, as the City now claims, three ful years later. It was for that reason that Arbitrator Petrie held in his Award:

> The Union, on the other hand, had various persuasive and practical points to offer in support of its request for a change in policy. One rather frequent criterion applied by negotiators of labor contracts is the concept of equal pay for equal work and this concept has articular application to this impasse item for the following reasons:
>
> (1) There is an inconsistency between current practice as between those hired before 1970 and those hired after this date; the latter can qualify only through college credit, while the former can do so through experience or college credit;
>
> (2) The evidence at the hearing supporting the finding that an employee licensed by the State of Wisconsin as either an RLS, a PE or a DE must meet significant requirements and, thereafter, must perform the same work to which graudate (sic) engineers are assigned, but is still denied progression with the M ranges.
>
> The concept of equal pay for equal work has gained a wide following in the negotiation of collective agreements in the United States, and falls well within the general provisions of Section 111.70(4)(cm)7; the Impartial Arbitrator has determined that this concept favors the position of the Union in this respect, despite the theoretical objections of the Employer.

By finding that "equal pay for equal work" supported TEAM's position, it is apparent that Arbitrator Petrie well understood that TEAM's merit range proposal requested immediate implementation. As a result, the City is required to include in the 1979-1980 contract TEAM's proposed language on this issue which is set forth in Finding of Fact No. 10.

Left for consideration is the step increment issue. As noted in Finding of Fact No. 4, TEAM's initial final offer provided:

> (f) Reallocate or adjust pay ranges 620 through 630 by eliminating the bottom increment and adding an increment at the top of each range, effective the first pay period in 1979.
>
> (c) Reallocate or adjust pay ranges 620 through 630 by eliminating the bottom increment and adding an increment at the top of each range, effective the first pay period in 1980.

Pointing to this language, TEAM maintains that the new increments should be effective in the first pay periods in 1979 and 1980 and that employes should receive their increments at that time.

The City agrees that the increments must go into effect at those times. However, it asserts that the question of implementation is a separate question of when employes are to receive those increments. Accordingly, the City alleges that employes are not entitled to receive those increments until the end of 1979 and 1980 by virtue of the City's past practice of not granting increments until the end of a calendar year.

In resolving this issue, it is important to note that the City granted the employes herein wage increases of 3.65 percent in 1977 and 3.85 percent in 1978. In the underlying arbitration proceeding, TEAM argued that such increases were very modest and that, as a result, its members needed much larger wage increases in 1979 and 1980

to recover some of the economic ground they suffered in those years. TEAM therefore proposed a financial package to the arbitrator which provided for the increments noted above, along with a seven (7) percent increase for both 1979 and 1980. If the increments were received by employes on the first of 1979 and 1980, those increments would be worth roughly four (4) percent to each employe. As a result, TEAM was asking for an effective wage increase of eleven (11) percent in 1979 and a similar increase in 1980.

Under the City's theory, however, the effective rates of those increases would be considerably lower as the increments would not be granted until the end of the 1979 and 1980 calendar years. If adopted, the City's theory would thereby result in a saving of about $200,000 to the City over the life of the 1979-1980 contract.

A review of the record shows that the City's theory is without merit. In the underlying arbitration hearing before Arbitrator Petrie, for example, TEAM witness Hintz answered that the increments were to be granted immediately, at the "first of the year", in the "first pay period". It was for that reason that Mr. Kersten stated on Page 5 and 6 of his brief to Arbitrator Petrie:

> TEAM seeks a seven percent pay increase for calendar 1979 and another seven percent increase for calendar 1980. It also seeks the addition of one salary increment in each of the TEAM pay ranges (pay ranges 620-630) in each of the years 1979 and 1980. Since each increment represents a differential of approximately four percent, the combined effect of these requests would result in wage increases of eleven percent each year for the members of the bargaining unit.

Going on, Mr. Kersten's brief on pages 7 and 8 stated:

> As is clear from UX 10, in order to bring TEAM wages even with the C.P.I. as of May 1979 would require an increase of 24.13% (I-39). TEAM seeks a 1979 increase of only 11%, less than half of what would be needed to pull even with the C.P.I. An even greater (although as yet uncalculated) percentage increase would be needed to achieve parity for 1980 in view of the rampaging rate of inflation prevailing since May of 1979. Whatever that percentage may be, it is abundantly clear that the 11% 1980 increase sought by the Union will still leave us far short of the purchasing power enjoyed by members of this bargaining unit historically at least from 1969 through 1976.

Lastly, on page 14 of said brief, Mr. Kersten argued:

> In ordinary times the effective 11% increases sought by TEAM might be considered large compared to the increases offered by the City. These are not ordinary times. The inflation rate then prevailing was undoubtedly an important reason why the arbitrator awarded Milwaukee's police 10% increases for 1979 and 1980 on October 3, 1979. The last CPI figure available (8/79) was 225, an annual rate of 10% over the May figure of 219.5. The police increases would be sufficient precedent even without the inflationary explosion since last October. It is now running 18% and no responsible authority predicts significant slackening by year end. The 11% increases - in today's economy - are modest, necessary and more than justified. They should be granted. (Emphasis added.)

The key word here is "effective". For, that is a word of art in negotiations which means that employes are to receive a wage increase which, over the course of the entire year, averages out to a particular percentage. Thus, if employes receive a wage increase of six (6) percent on January 1 and another six (6) percent on July 1,

the effective rate, subject to compounding is a shade over nine (9) percent. In addition, if employes receive a wage increase of seven (7) percent on January 1 and four (4) percent on or around December 25, the effective rate, by definition, would only be slightly over seven (7) percent for that year. As a result, in the instant case, an effective rate of eleven (11) percent can be achieved only if employes received a seven (7) percent general increase on January 1, along with a four (4) percent increment increase at the same time.

Read together, it is therefore clear that the above excerpts in Mr. Kersten's brief clearly requested an effective wage increase of eleven percent for each year of the two year contract. It is likewise clear that TEAM justified such an effective increase in part on the fact that the police in Milwaukee received an effective wage increase of ten percent for each year of their two year contract.

That is why Arbitrator Petrie commented on the police contract in assessing the wage package of each party. In doing so, Arbitrator Petrie similarly understood that TEAM had requested that the increments, which totaled four (4) percent a year, be effective on the first of the year. For, in commenting on this issue, Arbitrator Petrie noted that TEAM had argued:

> (2) That TEAM's requests, totalling 11.00% each year (sic) are reasonable and justified for the following primary reasons:
>
> . . .
>
> (e) That even the requested 11% per year increases would leave members of the bargaining unit at below the levels reported in BLS studies and below the levels recommended by the National Society of Professional Engineers;
>
> ***
>
> (g) That the offer is compatible with the 10% per year award to the Milwaukee Police, which was rendered on October 3, 1979; that acceleration in the cost of living since that time justified an 11% per year figure as requested by the Union;
>
> (h) That the Union's request for 11% increases is modest, necessary, and more than justified by today's economy. (Emphasis supplied.)

At p.7 of the Award, the Arbitrator added:

> The Union placed primary reliance in support of its demand for an approximate 11% per year increase in compensation upon the significant recent increases in cost of living. (Emphasis supplied)

At p. 16 of the Award, the Arbitrator wrote:

> The Mediator/Arbitrator is frankly convinced that the final offer of the Union may be slightly too high, exceeding even the 10% per year awarded in the referenced Milwaukee Police Arbitration; ... (Emphasis supplied)

In light of the above, it must be concluded that the increments sought by TEAM were to become effective on the first pay periods of 1979 and 1980 and that Arbitrator Petrie well understood that when he selected TEAM's final offer on this issue. As a result, the City is required to include in the 1979-1980 contract TEAM's proposed language on this issue which is contained in Finding of Fact No. 10.

In conclusion, the record therefore establishes, for the reasons noted above, that TEAM's proposed contract language on the three issues in dispute - bargaining time, merit ranges, and increments - adheres to the terms of the Petrie Award. Since the City has unlawfully refused to implement the terms of that Award, the remedial order herein provides that the City is to immediately execute and implement 9/ the terms of that Award by agreeing to TEAM's proposed contract language which is contained in Finding No. 10, as modified by the language in footnotes 2 and 3 herein. 10/

Lastly, since it was the City which unlawfully refused to implement that Award, the City is likewise required to pay members of TEAM's bargaining team for the time they spend in negotiating a new contract that they would have been entitled to had the City earlier implemented that Award. In this connection, Part 1, Section C, of the proposed 1979-1980 contract between the parties provided in part:

> Either party may reopen the contract by notice served upon the other not earlier than July 15, 1980, nor later than August 1, 1980 indicating areas in a succeeding contract in which changes are requested. Negotiations shall begin promptly thereafter and the parties pledge their earnest efforts to achieve agreement on or before November 20, 1980.

By virtue of this language, it is clear that the parties under ordinary circumstances would have engaged in negotiations from the middle of the year to the end of the year with the hope, but not necessarily the requirement, that negotiations would be concluded by November 20. As a result, if the City immediately implemented the Petrie Award when it received the Award shortly after June 8, 1980, as it was lawfully required to do, the negotiators for TEAM would have been at least paid for their bargaining time from August 1, 1980 to December 31, 1980, the expiration date of the contract. Since that time frame covers five (5) months, restoration of the status quo ante dictates that the City pay TEAM negotiators for their bargaining time over a similar time frame. Accordingly, and irrespective of whether or when the 1979-1980 contract is terminated, the City is required, following the implementation of the Petrie Award, to pay for such bargaining time up to a maximum of five (5) months.

In fashioning this remedy, I am aware that the City's brief rightfully notes that this Examiner and the Commission have previously ruled that contractual provisions inuring to a Union lapse at the termination of a contract. 11/ That rule cannot be applied to the instant case, however, as it would in effect reward the City for its own wrongdoing. For here, at least up to the time of the instant hearing, the parties had not engaged in meaningful collective bargaining negotiations for a successor to the as yet not implemented 1979-1980 contract. It would therefore be grossly unfair for the City to one day sign and implement the 1979-1980 contract and then on the very next say that the contract was terminated and that the bargaining time provision in dispute therefore lapsed. Such a result, obviously, would be most unfair as it would enable the City to completely ignore that hard fought provision and in effect would reward the City for its own wrongdoing. Accordingly, and in order to avoid such a

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9/ It is immaterial whether the implementation of that Award necessitates the passage of enabling legislation by the City, as such a matter is wholly within the City's control.

10/ At the hearing, the City acknowledged that it is required to grant the contractual wage increases to those employes who terminated their employment during the duration of the 1979-1980 contract herein. Accordingly, the City will be required to make such payment.

11/ Gateway Vocational, Technical and Adult Education District, Decision No. 14142-A, B, (78).

possibility, the City is required to adhere to that provision for up to a five (5) month period. 12/

Dated at Madison, Wisconsin this 11th day of May, 1981.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By Amedeo Greco
Amedeo Greco, Examiner

12/ It should be emphasized that this remedy is limited to the unique facts herein and that, as a result, it does not stand for the proposition that the City need always pay for bargaining time after the expiration of future contracts. This latter question has not been presented in this case and it therefore need not be resolved.