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OCT 16 1978

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

ARBITRATION AWARD

STATE OF WISCONSIN

In the Matter of the Arbitration between

MADISON METROPOLITAN SEWERAGE DISTRICT

and

MADISON EMPLOYEES, LOCAL 60, AFSCME, AFL-CIO

Re: Case XIII,
No. 23104
MED/ARB-123
Decision No. 16445-A

APPEARANCES: For the Employer, Madison Metropolitan Sewerage District, James Herrick, Esq., Axley, Brynelson, Herrick & Gehl, Attorneys and Counselors, Post Office Box 1767, Madison, Wisconsin 53701.

For the Union, Mr. Darold Lowe, District Representative, District Council 40, Wisconsin Council of County and Municipal Employees, American Federation of State, County and Municipal Employees, AFL-CIO, 5 Odana Court, Madison, Wisconsin 53719, with Walter J. Klopp on the brief.

The Union represents a bargaining unit consisting of all regular full-time and regular part-time employees of the Madison Metropolitan Sewerage District excluding seasonal employees, professional employees, supervisory, confidential employees, and employees hired for the purpose of relieving regular employees on Saturdays and Sundays. The collective bargaining relationship has existed for many years. Their existing agreement expired according to its terms on December 31, 1977. The parties started bargaining for a renewal in November, 1977. They met several times thereafter but were unable to reach agreement. On June 6, 1978 the Employer filed a petition with the Wisconsin Employment Relations Commission requesting initiation of mediation/arbitration pursuant to Section 111.70(4) (cm) of the Municipal Employment Relations Act. Mediation by WERC staff was not successful, and on June 30, 1978 the Commission certified the conditions precedent to the initiation of mediation/arbitration. Subsequently the undersigned arbitrator was selected by the parties and appointed by WERC on July 10.

A mediation session was conducted on August 15. At that time the mediator/arbitrator was unable to narrow the issues in dispute. Thereupon the date of September 6 was agreed upon for an arbitration hearing. The hearing was conducted on that date. The parties presented evidence of witnesses and in documentary form. There was no record kept other than the arbitrator's own notes. At the conclusion of the hearing it was agreed that briefs would be mailed to the arbitrator by September 22 (the parties later agreed to change the date to September 26) and that he would exchange them. The briefs were timely filed and exchanged on September 29.

THE ISSUES TO BE ARBITRATED

In this proceeding the arbitrator is expected to select the final offer of one party or the other. The Union's final

offer is attached hereto as Addendum A. The Employer's final offer is attached as Addendum B.

POSITIONS OF THE PARTIES ON THE ISSUES

On the first issue, subcontracting, the Union proposal is to substitute the words "and will confer with the Union on the impact and security of the employees" for the words "and to notify the Union" in the old agreement. The Union supports this position generally with the argument that since subcontracting is a mandatory issue for bargaining, the requirement of "conferring with" rather than simply "notifying" the Union is an appropriate obligation for the Employer before taking any action to subcontract work that might be done by the members of the unit. The proposed wording would merely guarantee that the past conduct of the Employer would be maintained.

The Employer argues that the proposal is impractical, that often the need to subcontract work results from an emergency situation when there is no time for consultation with the Union. The Employer argues further that the right to subcontract has never been abused, there have never been any layoffs, and there is no need for a change in the old wording.

On the second Union proposal (first Employer proposal) the parties would change the wording of the first sentence in Step 1 of the grievance procedure. That sentence reads as follows:

> The employee and/or the steward shall take the grievance up orally with the Employee's immediate supervisor within five days of their knowledge of the occurrence of the event causing the grievance, which shall not be more than thirty (30) days after the event.

The Union proposal is to change the five days to fifteen days and to eliminate the phrase: "Which shall not be more than thirty (30) days after the event." The Employer would change the five days to ten days and keep the final phrase as it is.

The Union's general position is that five days is too short a time for a grievant to know about certain events that can result in a grievance and that the period should be lengthened. The Union argues also that the thirty day period after the event is unnecessarily restrictive and that many agreements have no such restriction at all. The Union introduced several copies of agreements in Dane County, Madison, Kenosha and Racine that had limitations on the time periods when the grievants had knowledge but no limitation period after the event. The Employer is willing to increase the five days to ten days, in accordance with the figure that occurs in other agreements of District Council 40 unions with Dane County, but it sees no reason to eliminate the thirty day requirement. The Employer states that it has not been unreasonable in allowing flexibility of the general thirty day rule but that it does not want to give potential grievants an unlimited opportunity to file grievances long after the events upon which they are based have occurred. This results in situations where memories are unclear and the equities are uncertain.

In the Union's third proposal (the Employer's second) there is no clause in the old agreement like the ones proposed. The Union proposes to define a regular part-time employee as one who is regularly scheduled to work less than forty hours per week but twenty hours or more per week. The Employer

would define such an employee as one who is regularly scheduled to work less than forty hours and more than twenty-four hours per week. Both would include the same qualifiers concerning seasonal employees and employees hired to relieve regular employees on weekends.

The Union argues that in its agreements with Dane County a regular part-time employee is defined as one who is regularly scheduled to work less than forty hours per week. In its agreement with the City of Madison part-time employees are defined as those employed in budgeted positions with no reference to hours worked. To support its position on this as well as other issues the Union introduced labor agreements from Kenosha and Racine: (1) an agreement between the City of Kenosha and Local 71, AFSCME, covering a general unit of public works employees including water department and sewerage plant employees, (2) an agreement between the Racine Water Works Commission and Local 63, AFSCME, and (3) an agreement between the Racine Wastewater Commission and Local 2807, AFSCME. These agreements were said not to contain restrictive wording on what constitutes a part-time employee. In effect, the Union asserts, the Employer is proposing that a part-time employee is one who works four days per week, which would be more "full" than "part-time."

The Employer argues that most workers are scheduled for a full eight hour shift and that therefore the figure twenty-four, as a multiple of eight, is a better figure than twenty. Furthermore, it becomes difficult to hire part-time employees because of the kind of restrictive wording proposed by the Union, then it might become necessary to revise current work schedules and work full-time employees on weekends.

As to the Union's fourth proposal involving Temporary Assignments, the Employer makes no proposal. The current practice with regard to working out of classification is covered by the following paragraph in Section 7.03 of the old Agreement:

> When employees work above their classification, a record of such time shall be kept and when it is found that lower classified employees have worked in a higher classified position for more than 1,040 hours in any one-year period, a new job in the higher classification shall be created and posted according to 7.04.

The Union proposes to add a phrase to guarantee the employee's regular rate if he works in a classification at a lower rate and the higher rate if he works in a classification with a higher rate. The Union asserts that this is the normal manner of handling these situations and that similar wording exists in its agreements with Dane County, the City of Madison, and the Racine and Kenosha agreements cited above.

On this issue the Employer argues that the Union proposal is impracticable. The Employer often selects a person considered to be the best man for a job and tries him out for a period of time. If he is successful, he gets the promotion. If not, he goes back to his old job. The Employer also sometimes puts people with disabilities into higher rated jobs so that they can be usefully employed. Although the Employer did not spell out what the alternative might be in such situations, the implication is that they would otherwise be laid off. A third reason why the Union proposal is said to be impracticable is that in some situations the employee in question is shifted back and forth between jobs

as necessary and it would be very difficult to keep track of the proper rates he should be paid.

The Union's fifth proposal would substitute new language in Article IX, Paragraph 9.04. (c), which now reads: "Holiday pay as provided in Section 10.03." Section 10.03, which contains the following wording, would be eliminated:

> Should any employee be required to work on any premium pay holiday under this agreement, he shall receive his regular pay and, in addition, one-half his regular pay for all hours worked and further shall receive straight time compensatory time off.

The effect of the Union's proposal for non-shift workers would be to change the premium for holiday work to double time and to provide holiday pay rather than compensatory time off. For shift workers the proposal would add holiday payment at the regular rate to the old provision and would give the employee the option of taking that payment or compensatory day off.

The Union supports its proposal by citing similar provisions in the three agreements cited above at Racine and Kenosha. The clauses cited in the agreements with the City of Madison and Dane County were mixed. The agreement that this local has with the City of Madison contains a provision similar to the one proposed here for non-shift workers, although it gives the option of taking compensatory time off in lieu of holiday pay. The clauses cited in the Dane County agreements with the Joint Council and Local 65, AFSCME, however, call for time and one-half.

The Employer's general position on this issue is that the present provision is liberal and that it constitutes the prevailing practice in the Madison area among public employees, although it is agreed that holiday overtime in this unit does not equal City of Madison conditions.

The Union's sixth proposal would do two things: It would add the day after Thanksgiving to the current list of six days considered "premium pay holidays," and it would move three other half-day holidays (Good Friday, December 24, and December 31 afternoons) from Section 10.04 to Section 10.01 of the Agreement. This would have the effect of increasing the premium for time worked on those afternoons.

The Union cites identical conditions to the ones proposed in the Dane County-Joint Council and the Dane County Local 65, AFSCME, agreements. The agreement between the City of Madison and Local 60 lists six full holidays and two floating days, but payment for the half days is the same as in the old Agreement between these parties. Agreements for employees of the Racine Water Works, Racine Wastewater Commission, and the City of Kenosha provide for eleven holidays with time worked compensated in the manner proposed by this Union.

The Employer argues that there are already enough holidays and that payment for the half days when worked is equitable. In addition, if the Friday after Thanksgiving is added, the cost would be great, since there would then be four premium days in a row.

The Union's seventh proposal relates to Section 12.03, which now reads as follows:

> Employees earning sick leave in excess of one hundred and fifty (150) days shall receive a cash sum equivalent to the employee's regular salary times fifty percent (50%) of said excess days, which payment is to be made on the payday immediately preceding December 25.

> Employees may accumulate more than one hundred fifty (150) days of sick leave for this purpose only.

The proposed change would provide a higher cash payment for earned sick leave in excess of 150 days and would provide a new cash payment of 75 percent of accumulated sick leave credits upon death or retirement. Although the Union did not suggest it, the Employer indicates that adoption of this proposal would require a change in Section 15.03, which now provides for payment of three-quarters of unused sick leave credits (not to exceed 112½ working days) to fund health insurance premiums for retirees or for surviving spouses of deceased employees.

The Union supported this proposal by citing two other agreements with the City of Madison, one involving Local 60 and the other Fire Fighters Local 311, in which the 75 per cent cash payment is already in effect. The Fire Fighters agreement also provides for 100 per cent of up to 150 days at retirement either in cash pay-out or to pay insurance premiums. On this issue the Kenosha and Racine conditions are less liberal.

The Employer points out that the Union proposal is unclear for the reason that there would be an effect on Section 15.03 and the escrow account set up by that section. It was also pointed out by the Employer that there would be income tax consequences if the Union's proposal were adopted.

The Union's eighth proposal would increase the Employer payment of group health insurance premiums for employees with dependents from 75 to 80 per cent in 1978 and to 90 per cent in 1979.

The Union cites the two Dane County labor agreements where the employer pays the full premium for individual employees and 90 per cent of the premium for dependents as well as the two Racine agreements that cover the entire cost of health insurance for all employees.

The Employer's general response to this proposal is that the conditions that have been in effect are generous and should not be changed. The Employer also argues in favor of the principle that there ought to be significant sharing of the costs of insurance by employees.

The Employer's third proposal is to modify Section 15.04 of the old agreement so as to make it conform with recently passed Federal law regarding age discrimination in employment. The paragraph in question now reads as follows:

> Forced Retirement. The employer may retire any employee upon his reaching 65 years of age. Where an employee is permitted to continue work after his 65th birth date, the employee's performance shall be reviewed every six months and the employer may impose retirement at any time where health or productivity necessitate.

Although the Employer says simply that wording should be mutually satisfactory to Employer and Employee and in compliance with Federal law, the Union's ninth proposal would change the paragraph in question to read as follows:

> The parties agree that the normal retirement will be at age 65, however, employees may retire prior to age 65, or if they become totally disabled, consistent with Wisconsin Retirement Fund and Social Security requirements. Should there be conflict within this Article concerning nondiscrimination because of age, the Federal Law will apply.

The Union's position is that employees should be encouraged to retire at 65 and that the question of age discrimination can be handled, if it occurs, by compliance with the law. The Employer would prefer that the Agreement make it clear that the labor agreement does not intend by its wording to provide discriminatory treatment of employees because of age.

The differences between the Employer's fourth proposal and the Union's tenth proposal on wage increases are in the percentages that would apply on the various dates. The Union proposes to raise rates one per cent more than the figure proposed by the Employer on each of the effective dates January 1, 1978, July 1, 1978, and January 1, 1979; and to raise rates by the same percentage figure proposed by the Employer on July 1, 1979.

The Union supports its wage increase proposals by comparisons with rates paid to similar classifications under agreements at the Racine Waste Water Commission, the Racine Water Works, and the Kenosha Water Department. In general these rates were higher in 1977 than the rates for classifications with similar titles in this unit, although the differentials were much more marked in the lower paid classifications. The Union also cited comparisons of what it said were similar classifications in the City of Madison Water Department. These rates were from two to twenty cents per hour higher than what the Union asserted were comparable classifications in this unit.

The Employer offered an elaborate analysis of the movement of rates for each employee in the unit, including both general increases and promotions, beginning (for those who had been employed that long) with 1967 and showing each change in wages since that time for each individual up to the last increases granted in 1977. The Employer summed up this particular presentation by citing a figure of 248.3 per cent as the average pay increase for these employees between 1967 and 1977, including promotions, step increases and longevity payments. For those employees who did not receive promotions the average pay increase between 1967 and 1977 was 219 per cent. During this period the rate of increase in the Consumer Price Index for the City of Milwaukee was 178.7 per cent. Thus, those employees in the unit who had received no promotions and who had been employed for the entire ten years have had a 22.6 percent increase in real wages (219 ÷ 178.7). The Employer argues further that this outcome results partly from the provision in the Agreement for longevity payments, which start at 1 per cent of base pay after five years of employment and increase to four per cent after thirteen years and thereafter by one per cent annual increments until a maximum of fifteen per cent is reached. The Employer showed percentage figures purporting to compare wage increases for City of Madison employees represented by Local 60 and wage increases for this unit from 1974 through 1977. These figures indicated that the figures were the same in 1974 and 1977 but that this Employer settled for slightly higher percentage figures in 1975 and 1976. The settlements of Local 65, AFSCME, with Dane County and Local 236, AFSCME, with the City of Madison were also compared with the offer of this Employer. The Dane County-Local 65 settlement was said to have been 7 per cent for 1978. The City of Madison-Local 236 settlement was said to have been 5.5 per cent on December 25, 1977 and 1.5 per cent on June 24, 1978. These are figures practically the same as what the Employer is offering here.

OPINION

The Municipal Employment Relations Act provides several criteria for an arbitrator to consider in making an award.

Of these the lawful authority of the employer, stipulations of the parties, and ability to pay have been considered but do not warrant further comment here, since no issue of their applicability has been raised. Of the other criteria the most important would appear to be comparisons of wages, hours and conditions of employment, changes in the cost-of-living, overall compensation, changes in the foregoing circumstances, and other factors normally or traditionally taken into consideration.

In this proceeding the Union has introduced evidence that compares wages, hours and conditions of employment in this unit with wages, hours and conditions of employment of public employees in the City of Madison, Dane County, and three units containing employees doing work similar to that considered here in Kenosha and Racine. The Employer has indicated that since these other units are 100 or more miles removed geographically from Madison and are in an area where public employment conditions are heavily influenced by private industry, they do not constitute appropriate comparisons. As far as the rates are concerned, I am inclined to agree. It does not seem to me that the Union makes a good case for choosing these two cities. While it is true that they are two of the three cities in the State that are closest to Madison in size, they do constitute very different labor markets. They are predominantly manufacturing industry cities whereas Madison is not. They are close to the metropolitan areas of both Chicago and Milwaukee and are thereby influenced by those labor markets. And if they were chosen because they are closest in size to Madison, then Green Bay probably should have been included as well, since that city is roughly the same size as Kenosha and Racine. Thus, I do not believe that it is appropriate to give great weight to the comparative wage data for Kenosha and Racine that was introduced here. Some of the other conditions of those agreements are more useful, however, in making judgments about prevailing practice in such areas as part-time employment, subcontracting, time limits for grievances, and working out of classification.

With this preface to my expressions of opinion, the issues will be handled here in the same order as above.

Although on subcontracting the Union asserts that the Wisconsin Employment Relations Commission has ruled that a public employer has an obligation to confer with the union, "should the employer desire to subcontract the work - thereby causing loss of jobs - normally done by the employees" (emphasis in the Union's brief), no cases are cited. On this issue the Employer asserts that "No employees have ever been laid off in the district's history. Sub-contracting, therefore, has never had an adverse impact on the employees." Although the Union calls the Employer's assertion "far-fetched to say the least" that conditions "often require subcontracting on an hour's notice," the statement appears credible to the arbitrator. In view of the undisputed assertion by the Employer that subcontracting has never had an adverse impact on employment and the fact that the Union could file prohibited practice charges against the Employer if subcontracting did have such an effect, the Employer's position on this issue seems more persuasive.

The Union's citation of practice in other agreements constitutes substantial persuasive support for its position on time limits for filing grievances. But the Employer's argument that there have been no cases denied under the present 30 day limitation established considerable support for its position also. I am not convinced, however, that this is a substantial issue. Many grievances that would otherwise fall outside the 30 day time limitation can be ruled as "continuing" where arbitrability is tested. In my opinion the Union's position has a more solid basis in prevailing

practice, but the issue is not significant enough to affect the outcome of this dispute.

On the issue of definition of part-time employee, the other labor agreements cited by the Union in Dane County, Madison, Racine and Kenosha have loose definitions of part-time employees. This circumstance supports the Union's argument that its definition is not unreasonably burdensome. The Employer's argument that it is administratively necessary to have a definition specifying "more than 24 hours per week" appears dubious to me. Those who substitute for employees on weekends as well as seasonal employees are excluded under both proposed definitions. In the absence of any citation of prevailing practice that "24 hours or more" per week is a proper standard for determining the status of a part-time employee, the Union's position seems more reasonable.

On the issue of temporary assignment, the Union's supporting documentation of the practice with regard to temporary assignment in the Dane County, Madison, Racine and Kenosha agreements is completely persuasive. The Union is proposing a provision that is the normal practice in most collective bargaining relationships. The Employer's contrary arguments are not convincing.

On premium for holidays worked the Union cites several agreements where there is a double time provision. These include the City of Madison and the Racine and Kenosha agreements. Dane County has time and one-half in a provision similar to the current provision in the agreement between the parties. On this issue I believe that local comparisons are more appropriate. I view the matter as a toss-up in view of the fact that the Dane County holiday premium is the same as the Employer's position and the City of Madison holiday premium is the same as the Union's position.

The Union proposal on adding holidays would do two things: it would add the day after Thanksgiving as a paid holiday and would put three half-holidays on the same basis as the other holidays for purposes of payment of premium. The comparisons with regard to this benefit are mixed. The Employer's argument that it would increase difficulty of staffing if the Friday after Thanksgiving were added is fairly persuasive in view of the fact that this is a continuous operation as differentiated from the City of Madison and Dane County work forces.

The positions of the Union on the combination of the premium for time worked and the proposal for an extra holiday are troublesome. On premiums the Union is proposing to adopt the City of Madison conditions for time worked on holidays, which is more liberal than the holiday premium paid by the County. On the number of holidays the Union would adopt the County's conditions, which are more liberal than the City's.

The Union's proposal on sick leave would change this benefit so as to equal conditions now in effect in the blue collar unit and the fire fighter unit of the City of Madison. Although the County does not have an annual pay out of cash for sick leave above the accrual limit, the agreements with the Joint Council and with Local 65 both have a 92 per cent payment of accrued sick leave upon retirement for health insurance premiums. On this issue the Union's proposal, if made effective, would appear to give members of this unit conditions equal to the prevailing practice in City of Madison employment but somewhat different from the condition on this issue for Dane County employees.

The issue of percentage of dependent health insurance to be paid by the Employer is troublesome. Although the County pays 90 per cent of the premiums for dependents, the City of Madison currently appears to pay about 78 per cent of the full cost of family premium. If the Union's proposal is adopted, it would bring this unit approximately to the level of the

City of Madison payments. But if City of Madison payments remain unchanged in 1978, then the 90 per cent to be paid in 1979, if this Union's proposal is adopted, would then provide a comparability argument in 1979 negotiations for unions representing City of Madison employees. Adoption of the Union proposal would appear to cause a possible leap-frogging effect for this issue as well as the holiday premium and the number of holidays.

The proposals for Separation from Service are a non-issue. Whatever proposal is adopted, the agreement will have to conform to applicable law.

On the wage issue the Union is arguing that rates in this unit have lagged behind the rates for the City of Madison in its waterworks and that since the work performed by these employees is more onerous, the rates should be higher. The Union relates several classifications in this unit to what it says are comparable classifications in the Water Department, all to the disadvantage of the rates paid by the Employer. The Employer, however, disputes the Union's comparisons and makes different comparisons of its own with the water department as well as with one of the Dane County classifications and concludes that the rates are comparable. Unfortunately job descriptions were not introduced and the arbitrator has no way of determining from the evidence presented in this case whether the rates paid by the Employer in 1977 are or are not inequitable when compared with the rates paid to similar classifications employed by the City of Madison and Dane County.

The decision on the wage issue, therefore, must be based on a comparison of the overall pattern of settlements among other units in the area. On this issue the Employer's proposal is persuasive. Although neither party indicated what the settlement had been between Dane County and the Joint Council, the Employer asserted that the Dane County-Local 65 settlement was 7 per cent. The Union in its Exhibit #6 indicated that the Union's final offer in the current med/arb case involving City of Madison and this Union is 7 per cent and that the City's final offer is 5.5 per cent as of January 1 and one and one-half per cent as of June 25. Thus this Employer's offer of 5 per cent effective January 1, 2 per cent effective July 1, 1978, and 5 per cent effective January 1, 1979 and 3 per cent effective July 1, 1979 appears to be consonant with prevailing settlements in the immediate area, at least for 1978.

The task for the arbitrator is to balance the various proposals. Although I feel that on its issues numbers 2, 3, 4, and 7 the Union's position is reasonable and supported by prevailing practice, I am troubled by some of the Union's proposals that may in the future provide inequity arguments for bargaining in other units. I refer specifically to the proposal to go to 90 per cent payment for dependent health insurance premium, and to add the Friday after Thanksgiving as a holiday, which would open the way for a four day weekend. I am also troubled by the effect the adoption of the Union's wage proposals in this very small unit of 39 employees would have upon settlements in City of Madison and Dane County units in the next year. If the employees in this unit deserve a catch-up or inequity increase, the Union should have introduced something more than it did to show the inequities in comparable job classifications. The Union may be right on this issue, but it did not back up its assertions in any way that would provide a basis for this arbitrator to make an award on that basis.

At the time the last Agreement between the parties expired, the Consumer Price Index was rising at an annual rate of 6.7 per cent. The rate of annual increase has risen by about one percentage point since that time. We cannot know

what the rate of increase will be for the remainder of 1978 and for 1979. Although it is possible that adoption of the Employer's proposal on wages may result in some reduction in the real wage for these employees in 1978 and 1979, it does not appear that this consideration should overbear the consequences of adopting the Union's proposal on wages, which would depart from the pattern of wage settlements in other units of the City of Madison and Dane County.

On the issue of subcontracting I am doubtful of the practicality of the Union's proposal. Surely the Employer should confer with the Union in connection with any subcontract work that affects employment in the unit, but there is no evidence that the kind of subcontracting that is performed by the Employer has had such an effect. I would have preferred more specific proposed wording to meet that issue rather than the general wording that was proposed by the Union.

Although I would prefer the Union positions on grievance time limits, on definition of part-time employee, on payments for temporary assignments, and on sick leave payments, I do not find that this preference can override the reservations expressed above about the other Union proposals. I do not believe that adoption of the Employer's proposal would result in overall compensation for employees in this that are submarginal when compared with conditions for other employees in the vicinity. Nor are there other factors or changes in circumstances during the pendency of the proceedings that have been brought to my attention and that would change this decision.

AWARD

The Employer's final offer is adopted as the award in this dispute.

Dated: September 13, 1978

at Madison, Wisconsin

Signed: David B. Johnson

David B. Johnson
Mediator/Arbitrator

ADDENDUM A

Name of Case: Madison Metropolitan Sewerage District

The following, or the attachment hereto, constitutes our final offer for the purposes of mediation-arbitration pursuant to Section 111.70(4)(cm)6. of the Municipal Employment Relations Act. A copy of such final offer has been submitted to the other party involved in this proceeding, and the undersigned has received a copy of the final offer of the other party. Each page of the attachment hereto has been initialed by me.

June 23, 1978 (Date)

Walter J. Klopp (Representative)

On Behalf of: Local 60 (MMSC Unit), AFSCME, AFL-CIO

Local 60 Final Offer on Issues

In Dispute With Madison Metropolitan Sewerage Commission

1. Article II, Section 2.02. Amend first sentence to read, "The employer shall have the right to subcontract work; however, when it becomes necessary to determine when, or what, to subcontract it is and shall be the policy of the District to first consider the impact on the employment security of its employees and will confer with the Union on the impact and security of the employees. (2nd sentence remains as is)

2. Article V - Grievance & Arbitration Procedure. Section 5.01-Step 1. Amend to read, "The employee and/or the steward shall take the grievance up orally with the employee's immediate supervisor within fifteen (15) days of their knowledge of the event causing the grievance. The supervisor shall attempt to make a mutually satisfactory adjustment and, in any event, shall be required to give an answer within five (5) days."

3. Article VI, Section 6.02(b):

"(b) A regular part-time employee is one who is regularly scheduled to work less than forty (40) hours per week and twenty (20) hours or more per week and is not a seasonal employee or an employee hired for the purpose of relieving regular employees on Saturdays and Sundays."

4. Article VII, Seniority - Job Posting. Section 7.03. Add a sub-section "A" to provide:

"Temporary Assignments. In case an employee is assigned to work which carries a lower wage scale than the one at which he is employed regularly, he shall be paid the scale applying to his regular work. If the employee is assigned to work a higher classification for one shift, or more, he/she shall receive the rate for the higher classification (to the vertical step) for the hours worked in the higher classification."

5. Article IX, Pay Periods - Hours of Work and Overtime Compensation. Section 9.04 "(c)". Amend to read, "Hours worked on a holiday shall be paid at two times (2X) the employee's regular rate of pay, plus holiday pay. Shift workers whose regular schedule is to work on a holiday will receive time and one-half (1½X) their regular rate of pay for hours worked on a holiday, plus holiday pay, or, at the option of the employee, a compensatory day off in lieu of holiday pay."

6. Article X - Holidays. Section 10.01. Amend by adding to holiday schedule, "Good Friday - ½ day (4 hours), day after Thanksgiving, ½ day (4 hours), December 24 and ½ day (4 hours) December 31."

7. Article XII - Sick Leave. Section 12.03. Amend by changing "fifty percent (50%)" to "seventy-five percent (75%)". Add to section 12.03, "Upon death or retirement, employees shall be paid a cash sum equivalent to seventy-five percent (75%) of all of their accumulated sick leave credits."

8. Article XIV - Insurance. Section 14.01. Amend last sentence of Section 14.01 to state, "The Employer shall pay the full premium for employee and eighty percent (80%) of the dependent premium effective January 1, 1978; effective January 1, 1979, the Employer will pay ninety percent (90%) of the dependent premium."

9. Article XV - Separation From Service. Section 15.04.

"The parties agree that the normal retirement will be at age 65, however, employees may retire prior to age 65, or if they become totally disabled, consistent with Wisconsin Retirement Fund and Social Security requirements. Should there be conflict within this Article concerning non-discrimination because of age, the Federal Law will apply."

10. Appendix "A" - Salary Schedule. Change headings from:

1	2	3	4	5
Prob. Period	After 6 mos.	After 18 mos.	After 30 mos.	After 42 mos.

to

Step 1	Step 2	Step 3	Step 4	Step 5

Adjust employee rates and rate ranges as follows:

Effective 1/1/78 - 6% increase
Effective 7/1/78 - 3% increase
Effective 1/1/79 - 6% increase
Effective 7/1/79 - 3% increase

The above was prepared in behalf of
MMSC Unit, Local 60, AFSCME, AFL-CIO

by

Walter J. Klopp

WALTER J. KLOPP
District Representative

Dated this 23rd day of June, 1978.

WJK:lgh
opeiu-39
afl-cio

ADDENDUM B

Name of Case: Madison Metropolitan Sewerage District

The following, or the attachment hereto, constitutes our final offer for the purposes of mediation-arbitration pursuant to Section 111.70(4)(cm)6. of the Municipal Employment Relations Act. A copy of such final offer has been submitted to the other party involved in this proceeding, and the undersigned has received a copy of the final offer of the other party. Each page of the attachment hereto has been initialed by me.

6-26-78
(Date)

James L. Hewitt
(Representative)

On Behalf of: Madison Metropolitan Sewerage District

RECEIVED
JUN 27 1978
WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

The following proposed provisions represent the employer's final offer for a new contract with respect to the provisions not heretofor agreed upon:

ARTICLE V, Paragraph 5.02, Step 1:

The employee and/or the steward shall take the grievance up orally with the Employee's immediate supervisor within ten (10) days of their knowledge of the occurrence of the event causing the grievance, which shall not be more than thirty (30) days after the event. The supervisor shall attempt to make a mutually satisfactory adjustment and, in any event, shall be required to give an answer within five (5) days.

[ARTICLE V, Paragraph 5.02, Steps 2, 3 & 4 are agreed upon.]

ARTICLE VI, Paragraph 6.02(b):

(b) A regular part-time employee is one who is regularly scheduled to work less than forty (40) hours per week and more than twenty-four (24) hours per week and is not a seasonal employee or employee hired for the purpose of relieving regular employees on Saturdays and Sundays.

ARTICLE XV - Separation from Service

Paragraph 15.04 Forced Retirement

It is the Employer's position that the above paragraph as written in the present agreement may be in conflict with the recently passed Federal law regarding age discrimination in employment. The Employer proposes that a modification be made in paragraph 15.04 which is mutually satisfactory to Employer and Employee and in compliance with the Federal law.

APPENDIX A - Salary Schedule

The headings shall be changed from

1	2	3	4	5
Prob. Period	After 6 Mos.	After 18 Mos.	After 30 Mos.	After 42 Mos.

to

Step 1	Step 2	Step 3	Step 4	Step 5

Employee pay rates shall be adjusted as follows:

Effective	1/1/78	-	5% increase
Effective	7/1/78	-	2% increase
Effective	1/1/79	-	5% increase
Effective	7/1/79	-	3% increase