

NOV 19 1979

STATE OF WISCONSIN  
MEDIATION/ARBITRATION AWARD

WISCONSIN EMP  
RELATIONS COMMISSION

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In the Matter of the Mediation/Arbitration :  
between :

MILWAUKEE DISTRICT COUNCIL 48, AFSCME, :  
AFL-CIO and its affiliated LOCAL 1486 :

and :

VILLAGE OF SHOREWOOD (DEPARTMENT OF PUBLIC :  
WORKS) :

Re: Case XX,  
No. 23080  
MED/ARB-114  
Decision No. 17118-A

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Appearances: For the Union, Milwaukee District Council 48,  
AFL-CIO and its affiliated Local 1486, Nola J. Hitchcock  
Cross of Podell, Ugent & Cross, S.C., Continental Plaza,  
Suite 500, 735 W. Wisconsin Avenue, Milwaukee, Wisconsin 53233.

For the Employer, Village of Shorewood (Department of  
Public Works), Roger E. Walsh of Lindner, Honzik, Marsack,  
Hayman & Walsh, S.C., 700 North Water Street, Milwaukee,  
Wisconsin 53202.

The Union represents a collective bargaining unit of  
all regular full-time employees of the Village of Shorewood  
(Department of Public Works), except office employees and  
various supervisory categories. The parties had an agreement  
that expired by its terms on December 31, 1977. After several  
negotiating sessions over the terms of a new agreement the  
parties participated in a mediation session conducted by a  
staff member of the Wisconsin Employment Relations Commission  
on May 24, 1978. This session was unsuccessful in inducing  
agreement, so the Union filed a petition on May 31, 1978 with  
the WERC requesting initiation of mediation/arbitration pur-  
suant to Section 111.70(4)(cm) of the Municipal Employment  
Relations Act. Additional mediation sessions were conducted  
by a WERC staff member on June 15 and July 19, 1978 and on  
May 29, 1979. On the latter date the parties exchanged final  
offers. These are attached to this report as Addendum A  
(the Union's final offer) and Addendum B (the Employer's  
final offer). A stipulation with respect to all matters the  
parties had agreed upon is attached and marked Addendum C.  
Then on July 6, 1979, WERC certified that conditions prece-  
dent to the initiation of mediation/arbitration, as required  
in the provisions of the statute, had been satisfied and  
ordered initiation of mediation/arbitration. On July 16, 1979  
the undersigned was notified by WERC that he had been selected  
as mediator/arbitrator. Thereafter a mediation session was  
held by the undersigned in the Shorewood Village Hall on  
September 7. These efforts were unsuccessful in reducing  
the number of issues in dispute. The parties thereupon  
executed a stipulation (attached hereto as Addendum D) waiving  
any requirement of prior notice of an arbitration hearing,  
whereupon a hearing was held. The hearing was continued at  
the Union's offices, 3427 West St. Paul Avenue, Milwaukee, on  
September 20. The parties were given opportunities to present  
evidence in written form and from witnesses. There was no  
formal record made other than the arbitrator's handwritten notes.

At the conclusion of the hearing it was agreed that briefs would be exchanged through the arbitrator in four weeks. The briefs were timely received and exchanged on October 18.

### The Issues

There are seven issues: 1. the size of the wage increase for 1978; 2. whether a provision should be added calling for a sixth week of vacation after thirty years of service; 3. the size of the contribution by employees to the cost of health insurance premium; 4. the level of wages to be paid to certain classifications following the elimination of certain other classifications; 5. whether supplemental unemployment benefits should be paid in the event of layoff; 6. whether the limitation of not more than seven employees on vacation at one time between May 15 and September 15 annually should be changed to 20 per cent; and 7. whether the sick and injury leave provision should be changed so that employees who have worked an eight hour shift in any twenty-four hour period are not entitled to use sick leave during that twenty-four hour period. The issues will be treated in that order.

The size of the wage increase for 1978. The Union would raise hourly rates by \$.45 per hour effective January 1, 1978 and \$.45 per hour effective January 1, 1979. The Employer would raise rates by \$.35 per hour effective January 1, 1978 and by \$.45 per hour effective January 1, 1979. So although the parties are in agreement on the 1979 increase, the effects of the Employer's proposed increase for 1978 would extend through 1979 as well.

The Union introduced comparative wage rates for Equipment Operator from fifteen municipal government units in Milwaukee County with which it has bargaining relationships. The rates for this group for 1978 were as follows:

Cudahy	\$6.65
Franklin	6.81
Milwaukee	9.37
Milwaukee County	8.69
Oak Creek	6.93
South Milwaukee	6.81
Wauwatosa	7.06
West Allis	7.06
Brown Deer	6.60
Greendale	6.50
Hales Corners	6.23
West Milwaukee	6.59
Whitefish Bay	6.37
St. Francis	6.70
Glendale	6.85

The average is \$7.02. If Milwaukee and Milwaukee County are eliminated, the average of the other thirteen is \$6.70. The final offer of the Union would bring this rate to \$6.56 effective January 1, 1978, a figure still below the average of the other jurisdictions. As of 1977, according to the Union, the Village of Shorewood's Equipment Operator rate was fourth from the bottom of the list. If the Employer's proposal is accepted in this proceeding, the Village rates would be third from the bottom. If the Union's proposal is accepted, it would be fifth from the bottom.

The Union introduced BLS Consumer Price Index figures showing increases in that measurement of the cost of living for December each year since 1938. The percentage increase

for the year 1977 was 6.8 per cent, for the year 1978 it was 9.0 per cent. Other testimony indicated that the Union calculated its proposal for both years (including the cost of its health insurance proposal) to be 7.1 per cent. On the same basis of calculation the Union estimated the Employer proposal for the two year period to be only 5.7 per cent.

The Employer would compare itself with the North Shore suburban communities of Bayside, Brown Deer, Fox Point, Glendale, River Hills, and Whitefish Bay. Rate comparisons were introduced at the hearing for the classifications of Truck Driver, Equipment Operator, and Mechanic for the years 1977, 1978, and 1979:

<u>Truck Driver</u>	<u>1977</u>	<u>1978</u>	<u>Increase</u>	<u>1979</u>	<u>Increase</u>
Bayside	\$6.04	\$6.42	\$.38	\$6.87	\$.45
Brown Deer	6.10	6.40	.30	6.85	.45
Fox Point	6.08	6.45	.37	6.90	.45
Glendale	6.43	6.85	.42	7.33	.48
River Hills	6.04	6.39	.35	6.84	.45
Whitefish Bay	6.01	6.265	.255	6.72	.455
Average	6.117	6.463	.346	6.918	.456
Shorewood Offer	6.11	6.46	.35	6.91	.45
<u>Equipment Operator</u>					
Bayside	6.26	6.66	.40	7.13	.47
Brown Deer	6.30	6.60	.30	7.05	.45
Fox Point	6.36	6.73	.37	7.18	.45
Glendale	6.76	7.20	.44	7.68	.48
River Hills	--	--	--	--	--
Whitefish Bay	6.11	6.355	.255	6.87	.505
Average	6.358	6.709	.353	7.182	.471
Shorewood Offer	6.24 & 6.36	6.59 & 6.71	.35	7.04 & 7.19	.45
<u>Mechanic</u>					
Bayside	6.65	7.07	.42	7.56	.49
Brown Deer	6.41	6.71	.30	7.16	.45
Fox Point	6.36	6.73	.37	7.18	.45
Glendale	6.90	7.35	.45	7.83	.48
River Hills	6.47	6.82	.35	7.27	.45
Whitefish Bay	6.25	6.505	.255	7.035	.53
Average	6.51	6.864	.358	7.339	.475
Shorewood Offer	6.64	6.99	.35	7.44	.45

According to the Employer, these data indicate that not only is the offer of \$.35 per hour almost precisely equal to the average increase for the other six North Shore communities, but in two of the three cases (those of Truck Driver and the Equipment Operator) the resultant Village of Shorewood rate is the same as the average of the other six, and in the case of the Mechanic, the Employer's proposed 1978 rate is thirteen cents higher than the average of the other six.

The Employer also introduced data showing 1978 wage rates and wage increases for the same three classifications in seven other Milwaukee County municipalities: Wauwatosa, West Milwaukee, West Allis, Franklin, Greendale, Hales Corners, and Cudahy.

These figures were as follows:

1978 Wage Increases

Wauwatosa	\$ .30/hr.
West Milwaukee	.28/hr.
West Allis	5.2 per cent (Truck Driver \$.32/hr, Mechanic \$.36/hr.)
Franklin	\$.30/hr.
Greendale	5.1 per cent (Truck Driver \$.35/hr. Mechanic \$.39/hr.)
Hales Corners	6 per cent (Truck Driver \$.35/hr. Mechanic \$.39/hr.)
Cudahy	4 per cent on 1/1/78; 3 per cent on 7/1/78, Average of 5.6 per cent (Truck Driver \$.33/hr. Mechanic \$.375 average/hr.)

1978 Wage Rates

	<u>Truck Driver</u>	<u>Equipment Operator</u>	<u>Mechanic</u>
Wauwatosa	\$6.46	\$7.06	\$7.06
West Milwaukee	6.44	6.59	---
West Allis	6.35	7.06	7.29
Franklin	6.22	6.81	7.14
Greendale	6.19	6.51	6.59
Hales Corners	6.23	---	6.90
Cudahy	1/1 6.16	6.46	7.06
	7/1 6.34	6.65	7.27
Averages	6.31	6.77	7.02
Shorewood Offer	6.46	6.59 and 6.71	6.99

Thus, although the Shorewood offer would leave hourly rates for Equipment Operator and Mechanic slightly lower than these other seven nearby communities, the rate for Truck Driver would be higher in Shorewood and the offer of \$.35 per hour for 1978 is comparable with the 1978 increases listed above.

The Employer also introduced data purporting to show what settlements had been for its police and firefighter units and increases granted to its clerical and public health employees. These figures indicated that in 1978 the policemen had received 5.9 per cent, firefighters 6.6 per cent and others 4.5 per cent. These figures compare with the Employer's offer which would equal 5.7 per cent for Truck Drivers, 5.6 per cent for Equipment Operators, and 5.3 per cent for Mechanics. These figures are higher than the amounts received by the clerical and public health workers and only slightly lower than the percentage received by policemen. The higher figure for firefighters, according to the Employer, was to make up for a lower increase the previous year that had resulted from an arbitration award which had created disparity between policemen and firefighters. That disparity was remedied by the 6.6 per cent increase in 1978.

Sixth week of vacation after 30 years of service. The Union's proposal of a sixth week of vacation is based on the fact that the Employer has a stable work force. On the first day of the hearing a listing of 34 employees indicated that 28 had more than 10 years of service. As of January 1, 1978 there were two and as of January 1, 1979 there were two more who had thirty years of service and would be eligible for

six weeks of vacation if the Union's proposal is adopted in this proceeding. Six others would become eligible between January 1, 1980 and December 31, 1984 (although four employees would become eligible to retire at age 65 during that period.) This kind of loyal service, according to the Union, should be rewarded by an additional week of vacation after thirty years of service.

The Union introduced comparative data on vacation benefits from fifteen other public employers within Milwaukee County with which the Union bargains. The current vacation policy in the parties' old agreement calls for 2 weeks after one year, 3 weeks after seven years, 4 weeks after sixteen years, and 5 weeks after twenty-five years of service. Although only three of the other comparable jurisdictions cited by the Union had six weeks of vacation (Oak Creek with 6 weeks after 25 years and 7 weeks after 30 years; South Milwaukee with 6 weeks after thirty years; and West Milwaukee with 6 weeks after 40 years), many of them had 4 weeks after fewer than 16 years and 5 weeks after fewer than 25 years. The Union, therefore, argues that circumstances and the comparables make the time ripe for improving the vacation benefit in the manner proposed.

The Employer compares itself again on this issue with the six North Shore suburbs and concludes that its present vacation benefit is somewhat better than most of the others. There are three (Brown Deer, Fox Point, and Glendale) that give 5 weeks of vacation after fewer than twenty-five years of service, but only Glendale gives six weeks (after twenty-five years of service). The Employer also points out that it has similar vacation policies for policemen, firefighters, and other employees of the Village for the years 1978 and 1979. A departure from the general policy would be inequitable with regard to the other employees. In view of the fact that only one of the six communities with which this Employer would compare itself and only three others among the fifteen cited by the Union have a sixth week of vacation, it would be inappropriate to have it awarded as a result of an arbitration award.

The size of the contribution by employees to the cost of health care insurance. On this issue the Union uses the same fifteen comparable communities to show that its own proposal of a \$3.00 monthly contribution by employees is much closer to the prevailing practice. Only four of the comparables put forth by the Union have any employee contribution at all to the cost of health insurance. These are West Milwaukee and Whitefish Bay where employees contribute the same amount proposed here, Brown Deer, where employees contribute \$3.50, and Glendale where they contributed \$4.74 in 1978 and \$9.74 in 1979 but where there is a dental insurance program. In all other municipalities listed by the Union employees make no contribution and employers pay the entire cost of health insurance. These communities include Cudahy, Franklin, Greendale, Hales Corners, Milwaukee, Milwaukee County, Oak Creek, South Milwaukee, St. Francis, Wauwatosa, and West Allis from among the original 15 comparables as well as the following in addition: Bayside, Brookfield, Butler, Elm Grove, Fox Point, Greenfield, Menomonee Falls, Mequon, Muskego, New Berlin, and River Hills. The Union concludes from these data that the overwhelming practice is for the employee to make no contribution to the cost of health insurance and that the Union's proposed \$3.00 monthly employee contribution is very reasonable.

On this issue the Employer uses the North Shore suburban communities again to show that practice is divided, and that although employees of Bayside, Fox Point, and River Hills make no payments for health insurance, Brown Deer employees (as indicated above) pay \$3.50 per month, Glendale employees pay \$9.74 per month, and Whitefish Bay employees pay \$3.00 per month. More important to the Employer, however, is that its proposal for this unit is the same as what is in effect for the police and firefighter units as a result of earlier collective bargaining settlements and for general employees of the Village of Shorewood. As in the case of some of the other issues in this proceeding, the Employer argues that to adopt the Union's proposal with regard to employee contributions to health insurance would make for inequitable conditions for other employees of the Village of Shorewood.

The level of wages to be paid to certain classifications following the elimination of certain other classifications. The dispute on this issue results from the elimination of some classifications and the reassignment of certain individuals to new classifications. In accordance with the stipulation attached hereto as Addendum C the parties agreed to retitle fifteen job classifications, including changing Forestry Leadman to Forestry Leader, and to eliminate six job classifications. These were Stockkeeper, Street Foreman, Sewer and Water Repairman II, Forestry Foreman, Water Meter Serviceman II, and Automotive Mechanic Helper. The result of this action was to produce two issues involving wage rates. The first involved the rates to be paid incumbents of the eliminated or changed classifications. The rates for four of these individuals (Emerson, Watzka, Van Houten, and Rehn) would be red circled. There is a three cent difference between the parties on these red circle rates because of some disagreement about the proportion of time these individuals had spent working out of classification. The second issue relates to whether employees performing in semi-supervisory positions immediately below classifications that were eliminated should get the payment formerly assigned to the higher classification.

The Union position is that the Employer has unilaterally changed several job classifications. Although management authority for those changes exists, the Union is concerned about the impact of the changes. It is the Union's view that by eliminating several supervisory classifications the Employer has thrust those duties upon lower-rated employees without properly adjusting wage rates for performance of the work. There is a provision in the continuing agreement between the parties which requires that the Employer pay higher rates when employees work in a higher classification. The Union argues that there has also been a past practice of having employees in the lower rated classifications fill in for absent employees in the higher rated classifications and that with the elimination of those classifications, the lower rated employees have now assumed the duties and should be paid the rates for the eliminated classifications. In other words the Employer has eliminated some of the classifications on paper but has not changed the work that needs to be performed. Since it is now being performed by the lower rated employees, they should receive the rates for the eliminated classifications.

The Employer takes the position that the reduction of the number of classifications is the direct and inevitable result of the gradual reduction of the Employer's work force that has been taking place. In 1973, the Employer states, there were 51 employees in the bargaining unit. At the time

of the hearing there were 33. At the time the briefs were filed, there were 32. As the work force has decreased, the need for supervisory and semi-supervisory employees has declined as well. This was the reason for the elimination of the Street and Forestry Foremen classifications as well as the Sewer and Water Repairman II and the Water Meter Serviceman II classifications. To illustrate this circumstance the Employer describes the situation in the Street Department. The Employer asserts that in 1978 there were two employees in the Street Department, a Street Foreman and a Street Maintenance Leadman. Laborers were assigned on a daily basis as required by the work to be done. Thus, when the Street Foreman retired in 1978 the Employer saw no need to replace him and thereupon eliminated the classification. In connection with the duties of the Street Foreman before he retired, the Employer introduced a record it had kept concerning his work during the first five months of 1978. Since he had taken almost five weeks of vacation during the period, there were a total of 80 work days. He had worked alone on 8 days, had worked with the Street Leadman on 8 days, had worked with one other employee on 56 days, and had worked with 2 or more other employees on 3 days. Records were missing for 5 days. Since the greatest amount of time had been spent with only one worker besides the Leadman, the Employer argues that there is no longer a need for the supervisory classification of Street Foreman. The Employer agrees that for a certain portion of the time, when the Street Foreman was absent, the Street Leadman had performed his duties. This period was estimated to be six weeks each year. That period at the higher rate was calculated to equal 3 cents per hour on an annual basis and the Employer would add that amount to the rate for the Street Repair Leader classification. The Employer makes the same argument concerning the elimination of the other classifications described above.

The Employer introduced comparative data from other North Shore suburbs concerning the number of employees and the ratio of supervisors. The Shorewood ratio of 19 per cent supervisors exceeds the others by varying amounts. The closest to the Village of Shorewood in size of unit were Glendale with 26 and a supervisory ratio of 8 per cent and Whitefish Bay with 35 employees and a supervisory ratio of 9 per cent.

In sum, the Employer argues that to adopt the Union's proposal on this issue would be to nullify the elimination of the unnecessary classifications and to require payment for certain classifications at rates higher than warranted by the kind of work and supervision actually performed.

Supplemental unemployment benefits in the event of layoff. The old agreement contained a no-layoff clause. In February, 1979, the Wisconsin Supreme Court in City of Brookfield v. WERC, 87 Wis. 2d 819, had ruled that layoff was a permissive subject of bargaining. Consequently the Employer had proposed and the Union had agreed in the stipulation attached as Addendum C, paragraph 4, to delete this clause, which had been in the agreement since 1974. The Brookfield decision had also made it clear that the issue as to the effects of layoff is a mandatory subject of bargaining. The Union proposal on this issue is made pursuant to that interpretation.

The Union's final proposal on this issue involves two parts. First, the Employer would be required to pay laid off employees \$60 for each week of the layoff. Second, layoffs covered by the agreement would be for periods of five working days or more. The Union's rationale for the addition of

supplemental unemployment benefits is generally that it would be a quid pro quo for the loss of the job security clause. The Union also argues that even with the addition of the \$60 per week obligation the Employer would be financially advantaged as compared with the former condition when there was a prohibition against layoffs, since the Employer "would only be obligated to pay a small fraction of the wages and none of the fringe benefits for laid off employees."

The Union also argues that since the employees have enjoyed the security of the clause for five years, it is unreasonable for the Employer to take it away without providing in this manner for the continued financial security of its employees. The Union points to the factor stated in Section 111.70(cm) 7, f. of the legislation stating that the arbitrator is asked to consider:

The overall compensation presently received by the municipal employees, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received. (Emphasis supplied by the Union in its brief.)

The Union couples the wording emphasized above with the policy adopted by the State legislature in the unemployment compensation statute which includes the following sentence: "Each employing unit in Wisconsin should pay at least a part of this social cost (of unemployment), connected with its own irregular operations. . ." The Union believes that the addition of the SUB requirement would provide the security for these employees which is called for by the State policy. For this reason the Union argues that the fact that no other comparable units in Milwaukee County have this provision should not be persuasive.

The Employer bases its opposition to the proposed provision on several grounds. First, the Employer argues that no other municipality in Milwaukee County has such a benefit and that the Union has no entitlement to receive such a quid pro quo for the elimination of the job security provision. The Employer asserts that the clause was added originally in the 1974 contract (at that time the Teamsters represented this unit) in exchange for the bargaining agent's willingness to drop a proposal that the Village "elect" to be covered by the State's unemployment compensation statute, which was then an elective statute for municipalities. Shortly thereafter, however, the Employer states, the coverage of the unemployment compensation statute became mandatory for municipalities. The Employer argues that it subsequently made attempts to have the job security clause eliminated from ensuing agreements but that it was not until the Supreme Court decision in Brookfield, previously cited, that it became possible to eliminate the clause. The Employer argues that just because the Supreme Court clarified the issue and declared it a permissive subject of bargaining is not justification for granting a "replacement" provision. The Employer would apply all the above



certain supervisory classifications. When the limitation of 7 employees on vacation on any one day was written into the agreement, there were 51 employees in the unit. At that time no more than about 14 per cent could be on vacation on any single day, as provided for in the agreement. There are now 32 employees. If the same limitation continues, then 22 per cent of the employees can be away on vacation at one time. The Employer argues that this is too high a proportion of the work force and that efficiency and even simple performance can be impaired with that many employees gone. The Employer argues that the proposed 20 per cent figure is more liberal in terms of the present size of the work force than the original limitation of 7 was in 1973. Furthermore, the limitation would have no effect on scheduling of 1979 vacations and would only take effect in 1980 (assuming the provision would be continued in a subsequent agreement).

The Union argues that the present limitation of 7 employees is workable and should be retained as it is. The employees in this work force are mostly long service employees. Over the years they have become accustomed to taking their vacations at particular times and there is no reason to change that condition of employment. The Union argues that a percentage figure is not reasonably related to the needs of the Village and that it would lead to disputes over the interpretation of who is on the payroll at the time the percentage was calculated since some employees may be on injury leave or leave of absence. The Union also points out that the Employer did not produce any comparable evidence purporting to show that any other municipality has such a limitation. Therefore, there is no precedent for the condition proposed by the Employer.

Limitation on sick leave for any employee who has worked a shift during a twenty-four hour period. This issue is a proposal of the Employer. It appears to have resulted from a situation which prompted a grievance arbitration proceeding in a situation where several employees had worked around the clock on a water main break and had then asked for sick leave during the hours when they would ordinarily have gone to work had they followed their usual routine. In that case the arbitrator had found that one of four employees qualified for sick leave but that the others were tired, cold, and wet but that they were not sick and did not qualify for sick leave. The Employer believes that similar circumstances are likely to reoccur, especially in cases where employees are called in at midnight to plow snow. In such cases employees are paid time and one half for their work. If they work eight hours, they will already have received twelve hours' pay. If then they are able to claim sick leave, they can be paid for twenty hours of work during a twenty-four hour period. The Employer would obviate that possibility by preventing the use of sick leave in any twenty-four hour period when an employee has already worked eight hours.

The Union opposes this proposal on grounds that it would be unfair to employees. The Union posits the situation of an employee who volunteers to work overtime from midnight to 7:30 or 8:00 a.m. and who may have a dental or doctors appointment during the next eight hours or who may be ill from the effects of sub-zero weather. In those situations, both of which legitimately call for the use of sick leave, the employee would not be able to use sick leave. The Union argues further that none of the other municipalities with which District 48 bargains has such a provision. The Union argues that the Employer can check up on employees who might feign illness by various avenues through which verification can be obtained.

Finally, the Union believes that the adoption of the proposal would have a detrimental effect upon citizens of the Village in the sense that it would operate as a deterrent to volunteering for overtime. In that event the Employer would not get enough workers in time of snow emergency and would be unable to meet its obligations to the citizenry in getting the snow cleared from the streets.

### Opinion

The issues will be treated here in the same order as above.

On the issue of the wage increase for 1978 I am not completely satisfied with the supporting justification of either party. Although the Union has provided some wage data for fifteen jurisdictions in Milwaukee County, the data are incomplete in that no classification other than Equipment Operator was used. The Employer objects strenuously to the use of City of Milwaukee and Milwaukee County rates. Indeed, they are so much higher than the others as to warrant an assumption that they are tied directly or indirectly to building construction rates in the private sector. But even if those two rates are excluded, the rates still represent only one classification and are therefore hardly complete enough to form the basis for a judgment based on comparative rates. The Union expert witness was asked at the hearing why he had not assembled more complete data in the form of average rates, and he responded that the weights had not been available to him. But even though this may have been so, it was unexplained why only the equipment operator classification was shown.

The data introduced at the hearing by the Employer for the North Shore suburbs in the classifications of Truck Driver, Equipment Operator, and Mechanic were much more informative with respect to making comparisons. With respect to these data the Union made an objection on grounds that the communities chosen were too narrowly conceived and because three of them (River Hills, Fox Point, and Bayside) do not have bargaining units. While I would have preferred comparisons of the kind shown by the Employer with other communities, perhaps the same list used by the Union, the Employer data was more useful for the purposes being considered here than were the data on wages introduced by the Union. The Employer comparisons indicated that its 1978 wage increase offer was almost identical to the average wage increases in the North Shore suburban communities and that the resultant hourly rates were also almost identical.

The Employer also introduced selective data on 1978 wage increases from seven other communities in Milwaukee County. These tended to indicate that the increase offered here by the Employer is comparable to what was made effective in those communities in 1978, although the resultant rates for Equipment Operator and Mechanic were slightly higher in those seven communities than they would be in the Village of Shorewood if the Employer offer is accepted in this case.

It should be noted, however, that the Employer's proposal for these employees is less on a percentage basis (ranging from 5.0 to 5.4 per cent) than the 5.9 and 6.6 per cent granted to police and firefighters in 1978, although it is somewhat higher than the 4.5 per cent other employees of the Village are said to have received. Despite the fact that in percentage terms

the Employer's offer appears to be lower than its other settlements, on the basis of rate comparisons with public works classifications in nearby communities, the Employer has presented a more convincing case than the Union on the wage issue.

The Union's data on consumer price increases during 1977 and 1978 lend support for the Union's higher wage increase proposal. If the Union's calculations on the size of the Employer's wage and benefits offer are accurate, then the wages for employees in this bargaining unit will not have kept pace with increases in the cost of living during 1978 if the Employer's offer is accepted. One must consider, however, that we are looking at this issue in retrospect, that the cost of living indicators have been rising on a trend basis for three years and that in late 1977 or 1978 when this labor agreement might have been expected to be consummated, the cost of living was rising at a much slower rate than the 9.0 per cent shown by the Union in its testimony for the period from December 1977 to December 1978. While it is not possible to ignore the changes that have been taking place in the cost of living, it is necessary to consider that real wages have been falling generally throughout the public and private sectors during 1978 and 1979 and that the settlements being made in 1978 were about the same as what is offered here by the Employer.

After considering all aspects of this issue it appears to me that the comparables are the most important factor to be taken into consideration and on that basis the Employer has made a better case than the Union.

There is a certain appeal to the Union's proposal for a sixth week of vacation after thirty years of service. The Employer's work force shows relatively little turnover and a large number of employees have had lengthy service with the village. The expense of adding the extra week would not be great, as the Union argues, since not many of the employees would be eligible to take advantage of it. It is also true that both in the public and private sector vacation benefits are becoming more generous each year. On the other hand, there was relatively little evidence presented of a comparable benefit in other municipalities in the locality, and among the comparable communities that the Employer would use, only Glendale has a sixth week of vacation. So although I believe this to be a minor issue that should not influence the award very much one way or the other, I must agree with the Employer here that 1. the comparables do not support the change; 2. a departure from the current vacation benefit policy would be inequitable with regard to other employees of the Village; and that 3. there is no substantial basis for awarding a sixth week of vacation in an arbitration award in these circumstances.

On the issue of size of the Employer contribution to health care insurance the comparables present strong support for the Union's final offer. Relatively few of the communities in Milwaukee County have any contribution at all from employees in health insurance, and even among the communities in the North Shore suburbs that were used by the Employer, there is little support for the Employer's position. Whitefish Bay pays only the amount proposed by the Union in this proceeding, Brown Deer pays but fifty cents more, and the higher payment by Glendale is at least partially, if not completely, explained by having a dental plan included in the health plan. The fact that the employees in the three unorganized communities of Bayside, Fox Point, and River Hills make no contribution at all to the health plans in those communities is hardly support for the Employer's case in this proceeding. The only substantial support for the Employer's proposal is the inequity argument, since labor agreements covering the police and fire-fighters contain the same terms proposed here by the Employer.

Despite my general inclination not to make an award that produces inequities with conditions in other units that have already settled, I would be inclined to award in favor of the Union on this issue on grounds that there is little support for the Employer's position in the comparables.

Although the Employer maintains that the issue involving elimination and retitling of certain classifications and the resultant dispute over hourly rates is a simple issue, I am not at all certain that this is so. While I sympathize with the Employer's efforts to reduce the number of job classifications as the size of the work force is reduced, I am not completely persuaded that where there were two levels of supervision, it is justifiable to eliminate the higher rated classification and then to expect the incumbent of the lower rated classification to remain essentially at that rate. The contrary position, adopted by the Union, may be just as valid. This position is that the function formerly performed by the incumbent of the eliminated classification of Street Foreman still exists and is being performed by the Street Repair Leader, regardless of the title change.

It therefore becomes a factual issue whether the Street Repair Leader is currently performing the work of the retired Street Foreman now. On this aspect of the issue the Employer introduced the following data concerning the work of the employee now classified as Street Repair Leader for the period immediately preceding and the period immediately following the retirement of the Street Foreman:

	<u>1/1/78 to 5/30/78</u>	<u>6/1/78 to 12/31/78</u>
Worked alone	14 days - 16%	8 days - 8%
Worked with one other employee	66 days - 76%	87 days - 81%
Worked with two or more employees	7 days - 8%	12 days - 11%

From these data the Employer argues that there is little significant difference between the supervisory work performed by the person in this classification before and after the retirement of the Street Foreman and thus, the job being unchanged, it does not warrant a higher rate. The problem with this argument is that the percentage of supervisory time of the Street Foreman during the period from January 1, 1978 to May 30, 1978 was very little different from the record of the Street Repair Leader. Those figures, which were listed in the text above, are shown below with percentage figures added:

Number of days working alone	8 - 10%
Number of days working with Street Leadman	8 - 10%
Number of days working with 1 other empl.	56 - 70%
Number of days working with 2 or more other empl.	3 - 4%
<b>Days</b> for which records are missing	5 - 6%

In both cases the figures for working with one other employee are not much different. Nor are the figures for working with two other employees. This leaves the arbitrator with the impression that if we measure supervisory responsibilities of the two jobs from these figures alone, they were more similar than different. In this connection the Union argues that several employees are currently performing the work described in the job descriptions for the classifications that were eliminated, descriptions that are attached to the Union's final offer (Addendum A). In addition, of course, the Street Repair

Leader and others similarly situated now report to the Superintendent or Assistant Superintendent of Public Works or the Superintendent of Water Distribution, just as did the incumbents of the classifications eliminated.

Although this is a close issue, the biggest question for the parties involves the rate for the Street Repair Leader, who the Union claims has replaced the retired Street Foreman. Since this issue is the subject of a grievance arbitration and since I believe that the Employer's final offer is reasonable as it relates to the other classifications, I lean slightly in favor of the Employer on this issue.

On the issue of supplemental unemployment benefits the Union is arguing essentially that by taking away the job security clause the Employer has an obligation to provide this kind of a financial guarantee. Since the Employer is required under the unemployment compensation statute to pay the full cost of such benefits, the addition of this \$60 per week obligation would effectively deter the Employer from laying anyone off. The Union here is really arguing that because the Employer maintained the job security clause for so many years, it is obligated to adopt this kind of assurance of continued financial security for the employees in the unit. The Union appears to go even farther in its brief and maintain that certain wording in the unemployment compensation statute should be interpreted to mean that public policy calls for this kind of guarantee. In my opinion this is a very strained interpretation.

While it is regrettable from the standpoint of these employees that the Employer has chosen to make use of the Brookfield holding by the Supreme Court to erase the job security clause, it should also be noted that there are no other instances of SUB clauses in municipal employment in Milwaukee County so far as we can tell from this proceeding.

In my opinion this is the kind of path breaking benefit that ought not to be awarded by an arbitrator. I am unpersuaded by the Union's arguments on this issue.

The Employer's proposed limitation of 20 per cent of employees to be on vacation at any one time is a "take away" proposal and for that reason should be scrutinized carefully. I agree with the Union that a work force as loyal as this one has been to the Employer has probably developed routine vacation habits which may be disrupted by this kind of a limitation. The Employer, on the other hand, points to the reduction in the size of the public works staff. If we follow this to its most absurd conclusion, then when the staff has been reduced far enough, all the employees may be on vacation at one time. Although there was no testimony about how much smaller the staff may become in the future, it may be reasonable to believe that it has been reduced about to its minimum. If that were the case, then there would be no need to change the present wording in the agreement, which allows only seven employees to be gone at one time. But if the staff is to become smaller than it is now, then the Employer may need the kind of protection called for in this proposal. Although this issue is close to being a toss-up, given the current size of the labor force, the Employer would have an increasingly persuasive case if the labor force continues to diminish.

As to the sick leave denial for employees who have worked a shift during a twenty-four hour period, I can understand why the Employer wants to impose the limitation. Under present circumstances there is surely an incentive for an employee to

request sick leave after working seven and one-half or eight hours after midnight. On the other hand, as the arbitrator in the cited grievance was able to determine, there are ways of making a decision about whether an employee is actually sick or whether an employee has a medical or dental appointment. I am also impressed by the Union's argument that there is no other such provision in any agreements with the communities with which District 48 bargains. On this issue, although I am completely sympathetic with the Employer's desire to eliminate what appears to be a strong incentive for employees to take sick leave in order to get payment for an extra eight hours following a period when they may already have received the equivalent of twelve hours pay, I am not persuaded that it is necessary to handle the problem in this way. In my opinion the Employer could police the sick leave provision administratively without depriving employees of a benefit that they may genuinely need for the simple reason that they may be sick or have other legitimate reasons, such as doctor or dental appointments. It is also true that taking sick leave is not without cost to employees since they are not allotted unlimited amounts of it.

The statute provides that I consider a number of factors in arriving at an award in this proceeding. I have considered those factors with reference to the proposals of the parties. In my opinion there is no issue involving the lawful authority of the Employer. The stipulations of the parties have been considered and are attached to this award. Although the interests and welfare of the public are affected by any award that I make, I do not believe that either proposal would be injurious in that manner. There was a substantial amount of evidence introduced by both sides concerning the demographic and financial condition of the Village of Shorewood. Despite all this testimony I do not believe that the cost of either of the proposals would result in difficulty for the community in meeting the resultant costs.

In my opinion the factor of comparison of wages, hours and conditions of employment of these employees with other similarly situated communities in Milwaukee County constitutes the most important factor for me to consider. I have indicated my conclusions in regard to the comparables in what I have said above. Although the cost-of-living factor is also important, I would have given this factor more careful consideration if there had been a greater difference between the parties on economic issues, and especially if the wage issue had been over 1979 rather than 1978 rates. Both these offers are within the Federal guidelines and the guidelines themselves are lower than the increases that have been taking place in the cost-of-living.

As to the other factors involving overall compensation, changes in circumstances during pendency of the proceedings, and other factors normally or traditionally taken into account, I believe that I have expressed two of my views above: (1) I am reluctant, except in situations that seem to require such departures, to make awards that create inequities for other employees in bargaining units that have already settled. In this case the situation of the police and firefighters are an important influence on the outcome of this award. (2) I am more than reluctant to award a condition such as supplemental unemployment benefits in circumstances where it would clearly be an innovation in the local economy. In this case there appears to be no such benefit in public sector employment in Milwaukee County.

For the above reasons I believe that I must make this

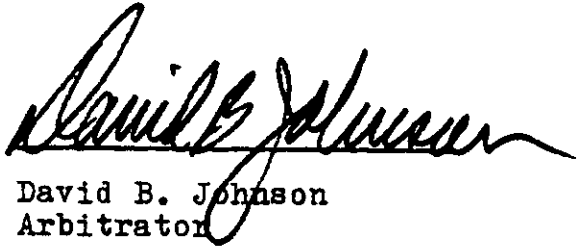
award in favor of the Employer, although I would prefer the Union's proposal on the health care contribution and on the sick leave limitation.

AWARD

The Employer's final offer is accepted as the award in this proceeding.

Dated: November 16, 1979  
at Madison, Wisconsin

Signed:

  
David B. Johnson  
Arbitrator

In the Matter of the Petition of

LOCAL 1486, AFSCME, AFL-CIO

To Initiate Mediation-Arbitration  
Between Said Petitioner and

Case XX  
No. 23080  
MED/ARB-114

THE VILLAGE OF SHOREWOOD

FINAL OFFER OF UNION

1. Article III - Wages

Revise Paragraphs A and B to read: (Renumber paragraphs C through G as B through F)

"A. The wages in effect during the term of this Agreement shall be as set forth below for employees in the following classifications, the job descriptions of which shall be in accordance with the Village Personnel Rules, except as provided in Appendix A, attached hereto and made a part hereof.

Effective January 1, 1978

<u>Classification</u>	<u>Range No.</u>	<u>Step 1</u>	<u>After 6 Mos.</u>	<u>After 18 Mos.</u>
Stockkeeper	12	\$6.45	\$6.59	\$6.71
Building Custodian	9	6.10	6.21	6.33
Laborer	9A	6.06	6.18	6.31
Equipment Operator	11A	6.31	6.43	6.56
Special Equipment Operator	12A	6.43	6.56	6.69
Street Maintenance Leadman	13A	6.56	6.69	6.81
Street Foreman	15A	6.81	6.94	7.09
Sewer & Water Repairman I	13A	6.56	6.69	6.81
Sewer & Water Repairman II	15A	6.81	6.94	7.09
Sewer-Mason Repairman	13A	6.56	6.69	6.81
Tree Trimmer	11A	6.31	6.43	6.56
Forestry Leadman	13A	6.56	6.69	6.81
Forestry Foreman	15A	6.81	6.94	7.09
Water Meter Serviceman I	13A	6.56	6.69	6.81
Water Meter Serviceman II	15A	6.81	6.94	7.09
Electrician	15A	6.81	6.94	7.09
Automotive Mech. Helper	13A	6.56	6.69	6.81
Automotive Mechanic	15A	6.81	6.94	7.09
Auto-Mechanic Foreman	17A	7.09	7.24	7.39
Sign Painter	15A	6.81	6.94	7.09
Bldg. Maint. Mechanic	17A	7.09	7.24	7.39

*JCL*  
*for*



Effective January 1, 1979

<u>Classification</u>	<u>Range No.</u>	<u>Step 1</u>	<u>After 6 Mos.</u>	<u>After 18 Mos.</u>
Maintainer	6	\$6.51	\$6.63	\$6.76
Foresters	5	6.76	6.88	7.01
Equipment Operator	5	6.76	6.88	7.01
Special Equipment Operator	4	6.88	7.01	7.14
Sewer/Water Repairer	3	7.01	7.14	7.26
Street Repair Leader	3	7.01	7.14	7.26
Forestry Leader	3	7.01	7.14	7.26
Auto Mechanic	2	7.26	7.39	7.54
Sign, Signal & Electrical Repairers	2	7.26	7.39	7.54
Chief, Mechanical Maintenance	1	7.54	7.69	7.84
Chief, Buildings & Crafts	1	7.54	7.69	7.84

2. Article V - Vacations

In Section A, add:

"6 weeks after 30 years".

3. Article VIII - Health Insurance

Add Paragraph A to read:

"A. Effective January 1, 1978, each regular employee in the Department of Public Works shall pay \$3.00 towards the premium for family plan health insurance. The Village shall pay the remainder of the premium for family coverage or the full premium for single coverage. The coverage shall be the present health care package as spelled out in the Master Contract with the present carrier."

4. Appendix "A"

Add Paragraphs C and D to read:

"C. Effective January 1, 1979, the following incumbents of the eliminated classifications listed in Paragraph B above shall be reclassified and paid an increment equal to the difference between their new and old classifications as set out below:

*Kil. PR*

<u>Employee</u>	<u>Old Classification</u>	<u>New Classification</u>	<u>Increment Amount</u>
1. Larry Emerson	Forestry Foreman	Forestry Leader	28¢/hr.
2. Donald Watzka	Forestry Leadman	Forester	25¢/hr.
3. Mike Van Houten	Sewer & Water Repairman II	Sewer/Water Repairer	28¢/hr.
4. Jack Rehn	Water Meter Serviceman II	Sewer/Water Repairer	28¢/hr.

(Note: Lester Olson, who was classified as an Automotive Mechanic Helper in 1978 will continue to be classified as an Automotive Mechanic Helper in 1979 and to be paid at Range No. 3 until he successfully passes the examination for Auto Mechanic and is promoted to that classification.)

"D. Effective January 1, 1979, any employee who is assigned to duties described in the attached job descriptions, as supplemented or modified by actual past practice, for the following eliminated classifications, and who is classified in a pay range below the equivalent pay range for said classifications, will be paid the out-of-classification increment as provided for in Article III, Section B of the contract based on the equivalent pay range, but not in excess of the maximum rate of the equivalent pay range."

<u>Eliminated Classification</u>	<u>Equivalent Pay Range</u>
Stockkeeper	4
Street Foreman	2
Sewer and Water Repairman II	2
Forestry Foreman	2
Water Meter Serviceman II	2

5. Add new Article XXXI titled "Supplemental Unemployment Benefits", to read:

In the event of any layoffs, all employees of the Department of Public Works covered by this Agreement shall receive a sum of \$60/week from the Village whenever any employees are laid off. This payment shall be in addition to any unemployment compensation benefits for which the employees are eligible and for as long as the employees are eligible for unemployment benefits.

The Village shall only lay off employees covered by this Agreement for periods of five working days or more.

*JSL  
PR*

Dated this 29th day of May, 1979.

LOCAL 1486, AFSCME, AFL-CIO

*Phyllis Torda*

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Phyllis Torda,  
Staff Representative

*Phyllis Torda*

STATEMENT OF RESPONSIBILITIES:

Employee in this class is responsible for performing responsible stockroom work involving receiving, storing and issuing a variety of stock items and maintaining simple stock records.

EXAMPLES OF DUTIES.

To operate the Village storeroom: to receive, unpack, count, inspect and store materials, supplies and tools; to maintain stock bin cards and post receipts and disbursements on them; to issue stock as ordered by department; to prepare stock requisitions and material received and material issued tickets; to make periodic physical inventories of stock; to operate mimeograph machine; to service motor vehicles with gasoline and oil and prepare issue cards; to deliver mail, stock and other materials to department as ordered; to clean stockroom; and to do related work as directed.

SUPERVISION RECEIVED:

Receives general and specific assignments from the Commissioner and Assistant Commissioner of Public Works, work is normally performed in accordance with well-defined procedures.

MINIMUM QUALIFICATIONS:Experience and Training.

Completion of the eighth grade and two years of experience in stockroom work; or an equivalent combination of experience and training.

Specialized Knowledges, Abilities, Skills and Aptitudes.

1. Knowledge of public works supplies, tools and terminology; ability to understand and follow directions; some mechanical aptitude.
2. Strength to perform manual tasks.

STATEMENT OF RESPONSIBILITIES:

Employee in this class is responsible for street, alley and sidewalk maintenance and repair, not involving contract work, and for supervising crews and equipment engaged in this and other work.

EXAMPLES OF DUTIES:

To supervise a crew of laborers, semi-skilled workers and equipment operators in street, alley and sidewalk repair work; to patch holes and defective sections in streets with bituminous mix or concrete; to mudjack sunken sections of street and apply preliminary coat of bituminous mix in preparation for major contract paving; to fill cracks in streets with crack-filler compound; to patch concrete sidewalks; to operate or direct operation of trucks, rollers, mudjacking machines, tractors, front-end loaders, power tamper and a variety of other equipment; in the fall and as needed, to supervise street cleaning and leaf removal operations; in winter, to prepare and maintain skating rinks, operate snow-plow or salt spreader and supervise snow shovelling and snow removal crews; and to do related work as required.

SUPERVISION RECEIVED:

Receives general and specific assignments from Commissioner or Assistant Commissioner of Public Works; has considerable latitude in developing work methods and in handling routine supervisory and disciplinary matters.

MINIMUM QUALIFICATIONS:Experience and Training.

Graduation from eighth school grade and at least three years experience in street maintenance work, including concrete and bituminous mix repairs, or an equivalent combination of experience and training.

Specialized Knowledges, Abilities, Skills and Aptitudes.

1. Knowledge of the methods, materials, tools and equipment involved in street maintenance and repair; ability to plan, assign and supervise the work of others and to exercise good judgment in disciplining subordinates; some mechanical aptitude.
2. Ability to establish and maintain cooperative working relations with village officials and the public.
3. Ability to drive trucks and operate rollers, tractors and other street repair equipment; possession of motor vehicle operator's license.
4. Ability to do heavy manual work.

STATEMENT OF RESPONSIBILITIES

Employee in this class is responsible for routine maintenance and repair of water distribution and sewer facilities and serves as lead worker and supervisor in this activity.

EXAMPLES OF DUTIES:

To maintain and repair sewers and water mains: to clean sewers, operating a sewer-cleaning machine; to clean catch-basins by hand or machine; to locate sewer leaks, replace broken sewer-pipes, repair manholes and catch basins and set manhole covers, to locate and repair water main leaks, and make sleeve repairs; to shut-off water, serve shut-off notices and provide temporary water supply by hose connection, as needed; to patch sewer and water pavement cuts with concrete or black-top; to build shoring for trenches; to repair, replace, grease, re-pack, test and drain hydrants; to repair and replace stop-boxes, gate valves and corporation stops; to operate trucks, trench-digging equipment, pumps, air-compressors and related equipment or direct their operation; in winter, to operate trucks and snow-blows shovel snow from hydrants and direct snow removal crews as assigned, to assist a street repair crew by operating equipment or performing other unskilled or skilled work as needed, and to do related work as required.

SUPERVISION RECEIVED:

Receives general and specific assignments from the Commissioner and Assistant Commissioner of Public Works.

MINIMUM QUALIFICATIONS:Experience and Training.

Graduation from eighth school grade and at least two years experience in maintenance and repair of sewer and water distribution facilities; or an equivalent combination of experience and training.

Specialized Knowledges, Abilities, Skills and Aptitudes.

1. Knowledge of the methods, materials, tools and equipment involved in maintenance of sewer and water distribution facilities, ability to plan, assign and supervise the work of others; some mechanical aptitude.
2. Ability to establish and maintain co-operative working relations with village officials and the public.
3. Ability to drive trucks, and operate sewer and catch basin cleaning equipment, tractor with back-hoe attachment and other equipment; possession of motor vehicle operator's license.
4. Ability to do heavy manual work.

STATEMENT OF RESPONSIBILITIES:

Employee in this class is responsible for maintaining Village parks, boulevards, beach areas and skating rinks and for supervising tree trimming, planting, lawn care and related forestry and grounds maintenance work.

EXAMPLES OF DUTIES:

To assist in planning and supervising maintenance of trees and park and boulevard areas; to supervise Tree Trimmers and laborers in pruning trees and shrubs, using pruners, saws, ladders and other equipment; to supervise tree spraying operations using power mist sprayer, to remove dead or diseased trees and tree limbs; to cable, repair and paint damaged trees; to clean up storm damage; to assist in making Dutch Elm disease and other field surveys; to clean and maintain parks, parkways and boulevards; to supervise labor crews on grading, seeding, sodding, and similar projects; to plan and supervise the planting of new trees, shrubbery and flowers on village property; to supervise the watering of plants and lawns and the mowing of grass; to answer citizens' inquiries regarding private planting and care of trees, shrubs and lawns; in winter, to build and maintain skating rinks, operate truck-mounted snow plow, operate truck in snow removal operation and supervise crew in snow shovelling; and to do related work as required.

SUPERVISION RECEIVED:

Receives general and specific assignments from the Commissioner and Assistant Commissioner of Public Works; incumbent has considerable latitude in developing work methods and in handling routine supervisory and disciplinary matters.

MINIMUM QUALIFICATIONS:Experience and Training.

Graduation from the eighth school grade and at least three years' experience in planting and caring for trees, shrubs and flowers; or an equivalent combination of experience and training.

Specialized Knowledges, Abilities, Skills and Aptitudes.

1. Knowledge of the methods, materials, tools and equipment used in the care of trees, shrubs and flowers; knowledge of the characteristics of the different types of trees, shrubs and flowers grown in Wisconsin; ability to plan, assign and supervise the work of others and to exercise good judgment in disciplining subordinates; some mechanical aptitude; ability to operate trucks and other mechanical equipment; possession of motor vehicle operator's license.
2. Ability to establish and maintain cooperative working relations with village officials and the public.
3. Ability to do heavy manual labor.

STATEMENT OF RESPONSIBILITIES:

Employee in this class is responsible for supervising water meter reading; installation, maintenance and repair of water meters; minor maintenance of water distribution system facilities; and investigation and supervision of repairs of water system emergency failures.

EXAMPLES OF DUTIES:

To supervise and to help perform the maintenance, repair, and testing of all Village water meters, including bench repair work and repair, installation and exchange of meters in the field; to supervise meter reading; to supervise cleaning of service boxes testing for and locating leaks and performing other distribution system maintenance; to order supplies and materials needed for water meter work; to advise village residents on water meter and consumption problems, to investigate complaints and to answer routine questions regarding rates and bills; to investigate and supervise repair of water system failures and emergencies at any time as needed and to do other work as assigned.

SUPERVISION RECEIVED:

Receives general and specific work assignments from the Water Department Superintendent; incumbent has considerable latitude in developing work methods and in handling routine supervisory and disciplinary matters.

MINIMUM QUALIFICATIONS:

Experience and Training.

Graduation from high school, at least three years of experience in the repair and maintenance of water meters and experience in meter reading; or an equivalent combination of experience and training.

Specialized Knowledge, Abilities, Skills and Aptitudes.

1. Knowledge of water distribution systems; knowledge of physical layout of the Village; knowledge of water meter construction and maintenance; high degree of mechanical aptitude; ability to supervise the work of others.
2. Ability to maintain cooperative relations with employees, village officials and the public; skill in the use of the necessary tools and equipment.
3. Ability to do heavy manual labor.

SPECIAL NOTE:

Employee in this classification is on call during off-duty hours, as assigned, to provide emergency servicing of water system failures and complaints.



In the Matter of the Petition of

LOCAL 1486, AFSCME, AFL-CIO

To Initiate Mediation-Arbitration  
Between Said Petitioner and

THE VILLAGE OF SHOREWOOD

Case XX  
No. 23080  
MED/ARB-114

FINAL OFFER OF VILLAGE

1. Article III - Wages

Revise Paragraphs A and B to read: (Renumber Paragraphs C through G as B through F).

"A. The wages in effect during the term of this Agreement shall be as set forth below for employees in the following classifications, the job descriptions of which shall be in accordance with the Village Personnel Rules, except as provided in Appendix "A", attached hereto and made a part hereof."

Effective January 1, 1978

<u>Classification</u>	<u>Range No.</u>	<u>Step 1</u>	<u>After 6 Mos.</u>	<u>After 18 Mos.</u>
Stockkeeper	12	\$6.35	\$6.49	\$6.61
Building Custodian	9	6.00	6.11	6.23
Laborer	9A	5.96	6.08	6.21
Equipment Operator	11A	6.21	6.33	6.46
Special Equipment Operator	12A	6.33	6.46	6.59
Street Maintenance Leadman	13A	6.46	6.59	6.71
Street Foreman	15A	6.71	6.84	6.99
Sewer & Water Repairman I	13A	6.46	6.59	6.71
Sewer & Water Repairman II	15A	6.71	6.84	6.99
Sewer-Mason Repairman	13A	6.46	6.59	6.71
Tree Trimmer	11A	6.21	6.33	6.46
Forestry Leadman	13A	6.46	6.59	6.71
Forestry Foreman	15A	6.71	6.84	6.99
Water Meter Serviceman I	13A	6.46	6.59	6.71
Water Meter Serviceman II	15A	6.71	6.84	6.99
Electrician	15A	6.71	6.84	6.99
Automotive Mech. Helper	13A	6.46	6.59	6.71
Automotive Mechanic	15A	6.71	6.84	6.99
Auto-Mechanic Foreman	17A	6.99	7.14	7.29
Sign Painter	15A	6.71	6.84	6.99
Bldg. Maint. Mechanic	17A	6.99	7.14	7.29

Effective January 1, 1979

<u>Classification</u>	<u>Range No.</u>	<u>Step 1</u>	<u>After 6 Mos.</u>	<u>After 18 Mos.</u>
Maintainer	6	\$6.41	\$6.53	\$6.66
Foresters	5	6.66	6.78	6.91
Equipment Operator	5	6.66	6.78	6.91
Special Equipment Operator	4	6.78	6.91	7.04
Sewer/Water Repairer	3	6.94	7.07	7.19
Street Repair Leader	3	6.94	7.07	7.19
Forestry Leader	3	6.94	7.07	7.19
Auto Mechanic	2	7.16	7.29	7.44
Sign, Signal & Electrical Repairers	2	7.16	7.29	7.44
Chief, Mechanical Maintenance	1	7.44	7.59	7.74
Chief, Buildings & Crafts	1	7.44	7.59	7.74

2. Article V - Vacations

Effective 1/1/79, revise Section B-1 to read:

"Between May 15th and September 15th annually, 20% of the employees on the payroll as of the preceding January 1 (rounded to the nearest whole number) may take vacation on any given day; provided however, the Village shall have the right and authority to hire summer student help in order to complete the work of the Department each day.

(Note: This revision shall not affect any vacation selections for 1979 that were made prior to the arbitrator's award or execution of this contract, whichever comes first.)"

3. Article VIII - Health Insurance

Add Paragraph A to read:

"A. For each regular employee in the Department of Public Works, the Village shall contribute the sum of \$90.20 per month under the family plan, and \$40.46 per month under the single plan for the cost of premiums due and payable under the Village's 1978 contract for hospitalization-medical insurance coverage, and the Village shall contribute the sum of \$92.67 per month under the family plan, and \$40.46 per month under the single plan for the cost of premiums due and payable under the Village's 1979 contract for hospitalization-medical insurance coverage."

4. Article XIII - Sick and Injury Leave

Add Paragraph F to read:

"F. If an employee works 8 (eight) hours in a 24-hour period beginning at 12:00 midnight, he shall not be entitled to use sick leave for that 24-hour period."

5. Out of Classification Pay Issue

Increase wage rates of Range 3, effective January 1, 1979, by 3¢ per hour (Note: these have already been so increased in Item 1 above), and add Paragraphs C and D to Appendix "A" to read:

"C. Effective January 1, 1979, the following incumbents of the eliminated classifications listed in Paragraph B above shall be reclassified and paid an increment equal to the difference between their new and old classifications as set out below:

<u>Employee</u>	<u>Old Classification</u>	<u>New Classification</u>	<u>Increment Amount</u>
1. Larry Emerson	Forestry Foreman	Forestry Leader	25¢/hr.
2. Donald Watzka	Forestry Leadman	Forester*	28¢/hr.
3. Mike Van Houten	Sewer & Water Repairman II	Sewer/Water Repairer	25¢/hr.
4. Jack Rehn	Water Meter Serviceman II	Sewer/Water Repairer	25¢/hr.

\*Employee Watzka shall be ineligible for any higher rate of pay pursuant to Article III,C relating to performing duties of the Forestry Leader.

(Note: Lester Olson, who was classified as an Automotive Mechanic Helper in 1978 will continue to be classified as an Automotive Mechanic Helper in 1979 and to be paid at Range No. 3 until he successfully passes the examination for Auto Mechanic and is promoted to that classification.)

D. Effective January 1, 1979, in the event an employee who is classified in a Pay Range below Pay Range 3 performs the following duties, he shall be compensated for the time spent in performing such duties with a two (2) step addition to his hourly wage, but not in excess of \$7.06, provided however, that if an employee performs such duties for a minimum of 3

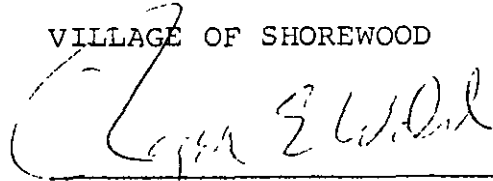


hours, he shall be paid at the higher rate for the entire day:

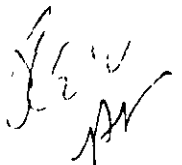
- Taking stock inventory
- Writing stock requisitions
- Keeping stock records

Dated this 29th day of May, 1979.

VILLAGE OF SHOREWOOD



Roger E. Walsh, Attorney



In the Matter of the Petition of  
LOCAL 1486, AFSCME, AFL-CIO  
To Initiate Mediation-Arbitration  
Between Said Petitioner and  
THE VILLAGE OF SHOREWOOD

Case XX  
No. 23080  
MED/ARB-114

STIPULATION WITH RESPECT TO ALL MATTERS  
WHICH ARE AGREED UPON FOR INCLUSION  
IN A NEW COLLECTIVE BARGAINING AGREEMENT

The undersigned parties hereby stipulate to the following:

The provisions of a new contract between the parties, which will be in effect from January 1, 1978, through December 31, 1979, will contain the provisions of the contract between the parties in effect from January 1, 1977, through December 31, 1977, except:

- a) As modified by the provisions of the parties' final offers on the items in dispute submitted in this matter; and
- b) As modified by the following:

1. Article IV - Uniforms

Revise Paragraph D to read:

"D. An annual uniform allowance shall be given each regular employee represented by the Union based on the 1977 cost of uniforms per employee, to wit, \$103.35. To this shall be added an annual increment starting in 1978 based on the cost of living index for clothing, to be determined as of September 1st annually, based on the Consumer Price Index for July."

2. Article V - Vacations

Add Paragraph B-8 to read:

"8. No less than 4 hours at a time shall be taken for a vacation."

3. Article VIII - Health Insurance

Add Paragraphs B and C to read:

"B. In the event the Village changes health insurance contracts or carriers during the term of the contract, it is agreed and understood that contract coverage will include the same or equivalent benefits under the new health insurance contract and that the Village will give the Union notice and an opportunity to discuss the change prior to making the change."

"C. In addition, the Village retirees between the ages of 62 and 65 may remain in the Village health insurance group provided they pay their own premium for insurance and only until they receive Medicare."

4. Delete Article XXXI - Security

5. Delete Article XXXIII - Labor Management Committee

6. Article XXXVII - Term of Agreement

Revise the first sentence to read:

"The term of this Agreement shall be from the 1st day of January, 1978 through the 31st day of December, 1979."

(It is further agreed, although it shall not be spelled out in the contract, that said retroactivity covers all employees who have left the Village service since January 1, 1978.)

*(Handwritten initials)*

7. Add Appendix "A" to read:

APPENDIX "A"

A. Effective January 1, 1979, the following 1978 job classifications are retitled as indicated below and employees in the 1978 job classifications will be reclassified to the retitled classifications:

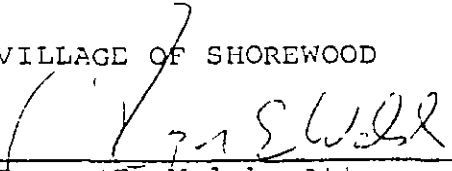
<u>1978 Classification</u>	<u>Retitled 1979 Job Classification</u>
Laborer	Maintainer
Building Custodian.	Maintainer
Tree Trimmer	Foresters
Equip. Operator Foreman	Equipment Operator
Special Equipment Operator	Special Equipment Operator
Sewer & Water Repairman I	Sewer/Water Repairer
Sewer-Mason Repairman	Sewer/Water Repairer
Water Meter Serviceman I	Sewer/Water Repairer
Street Maintenance Leadman	Street Repair Leader
Forestry Leadman	Forestry Leader
Automotive Mechanic	Auto Mechanic
Sign Painter	Sign, Signal & Electrical Repairer
Electrician	Sign, Signal & Electrical Repairer
Auto-Mechanic Foreman	Chief, Mechanical Maintenance
Bldg. Maint. Mechanic	Chief, Building & Crafts

B. Effective January 1, 1979, the following 1978 job classifications are eliminated:


- Stockkeeper
- Street Foreman
- Sewer and Water Repairman II
- Forestry Foreman
- Water Meter Serviceman II
- Automotive Mech. Helper

Dated this 29th day of May, 1979.

VILLAGE OF SHOREWOOD

  
 \_\_\_\_\_  
 Roger E. Walsh, Attorney

LOCAL 1486, AFSCME, AFL-CIO

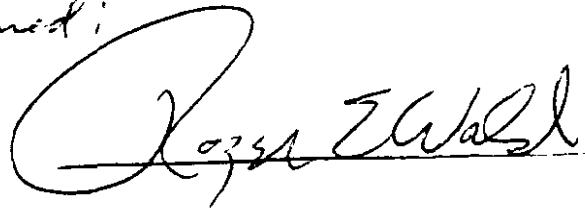
  
 \_\_\_\_\_  
 Phyllis Torda,  
 Staff Representative

*Handwritten initials/signature*


Village of Shorewood  
(Department of Public Works)  
Case XX No. 23080, MED/ARB-114

The parties to this proceeding stipulate that mediation of this dispute was unsuccessful on this date, that each party has declined to withdraw its final offer, and that any statutory notice of an arbitration hearing is hereby waived.

Signed:

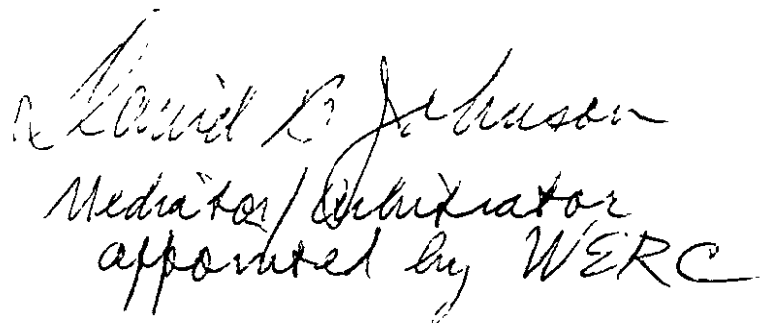


for the Village of Shorewood



Attorney  
For Local 1486, AFSCME,  
AFL-CIO

Dated: September 7, 1979



Mediator/Arbitrator  
appointed by WERC