STATE OF WISCONSIN

BEFORE THE MEDIATOR/ARBITRATOR

In the Matter of the
Mediation/Arbitration Between

MADISON EMPLOYEES LOCAL 60, AFSCME, AFL-CIO, (MIDDLETON PWD UNIT)

and

THE CITY OF MIDDLETON

Case XVI
No. 25884, Med/Arb-644
Decision No. 17964-A

APPEARANCES:

Walter J. Klopp, District Representative, Wisconsin Council of County and Municipal Employees, AFSCME, AFL-CIO (Middleton PWD Unit).

Melli, Shiels, Walker & Pease, S.C., Attorneys at Law by Jack D. Walker, appearing on behalf of the City of Middleton.

ARBITRATION HEARING BACKGROUND:

On August 8, 1980, the undersigned was notified by the Wisconsin Employment Relations Commission of appointment as mediator/arbitrator, pursuant to Sec. 111.70(4)(cm)6 of the Municipal Employment Relations Act in the matter of impasse between Madison Employees Local 60, AFSCME, AFL-CIO (Middleton PWD Unit), hereinafter referred to as the Union, and the City of Middleton, referred to herein as the Employer. Pursuant to statutory requirement, mediation proceedings were conducted between the parties on September 9, 1980. Mediation failed to resolve the impasse. On October 9, 1980, an arbitration hearing before the mediator /arbitrator was held. At that time, the parties were given full opportunity to present relevant evidence and make oral argument. The proceedings were transcribed and briefs were filed with and exchanged through the mediator/arbitrator on November 26, 1980.

THE ISSUES:

The issues remaining at impasse between the parties are term of agreement, job posting and seniority, discharge standard, bereavement leave, dental and health insurance, holiday pay and overtime pay, car allowance, standby duty, minor language changes in disciplinary procedures, amendment of certain classifications and wages. The proposed language regarding bereavement leave and overtime pay is idential between the parties but neither party would agree to stipulate to theseitems. The final offers of the parties appear attached as Appendix A.

STATUTORY CRITERIA:

Since no voluntary impasse procedure was agreed to between the parties regarding the above impasse, the undersigned, under the Municipal Employment Relations Act, is required to choose the entire final offer of one of the parties on all unresolved issues.

Section 111.70(4)(cm)7 requires the mediator/arbitrator to consider the following criteria in the decision process.

A. The lawful authority of the municipal employer.

B. Stipulations of the parties.

C. The interests and welfare of the public and the financial ability of the unit of government to meet the costs of any proposed settlement.

D. Comparison of wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes performing similar services and with other employes generally in public employment in the same community and in comparable communities and in private employment in the same community and comparable communities.

E. The average consumer prices for goods and services, commonly known as the cost-of-living.

F. The overall compensation presently received by the municipal employes, 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.

G. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

H. Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

POSITIONS OF THE PARTIES:

The major position of the Employer is that it offers a 1980 increase in pay which is the same as its settlement with the other two units within the city and which is comparable to area wage rates. Further, the Employer contends that it has made two major language concessions in this round of bargaining, seniority for promotions and a cause standard for discharge. As to the second year proposed in its offer, the Employer states that it offers an economic package which amounts to a 10.4% increase in pay which is consistent with area settlements which is reason to accept the Employer's offer since a second year at this late date in time will help to maintain good public policy.

The Union, on the other hand, argues that its offer should be accepted because it provides greater equity with area employers, it provides a small measure of adjustment relative to increases in the cost of living and is consistent with the other unit contracts within the city by providing different percent increases for low-scale classifications. Primarily, however, the Union argues that the term of the contract should be confined to a one year term. The Union contends that the City's offer in the second year has a significant financial impact upon the employees and is not sufficient to approach the cost of living increases which have occurred and appear to be continuing.

DISCUSSION:

The final offers set forth several issues wherein the parties differ, however there are two issues where the language offered and

the position taken by both are identical. They relate to the bereavement leave and overtime pay. Additionally, the passage of time has resolved the primary difference in another issue, dental insurance. The only issue in contention relative to the provision of dental insurance pertained to the date the insurance would be provided and this has been negated by the fact that the date will become effective after the arbitrator makes this award. Therefore, the merit of including these provisions in the contract will not be discussed further except as they relate to the overall final offers of the parties. Following, however, is an issue by issue discussion of the remaining differences:

The Comparables:

Neither party significantly argued the merit of considering certain communities as comparable communities, but both suggested communities they thought should be considered by the undersigned and presented some evidence relevant to those communities. The Union proposed that Fitchburg, Monona and Sun Prairie, the City of Madison, Dane County and certain school districts be considered as comparables while the Employer proposed that Mount Horeb, Monona, Oregon and McFarland plus the bargaining unit contracts and previous arbitration awards of the City of Middleton be the appropriate comparables. A review of the population and location of these communities led the undersigned to conclude that the most appropriate comparables should include Fitchburg, Monona, Sun Prairie and the bargaining unit contracts of the City of Middleton. The primary consideration for selecting the communities is that the populations varied from 9,263 to 13,576; they were all within Dane County and they were all within close proximity to the City of Madison, the major metropolitan center in the area. Those communities suggested as comparables by the Employer, although within Dane County and relatively near the City of Madison, had populations varying from 3,112 to 3,892, excluding Monona, and were roughly three times smaller than the City of Middleton. The primary value of the evidence submitted pertinent to the comparable communities related to the comparison of wages. Information relevant to the other issues was scattered and not comprehensive. Thus, the bargaining unit contracts of the City of Middleton became the primary comparison since they contained information relevant to the majority of issues before the undersigned.

The Issues:

Classification Amendment: Both parties agree that the classification for the Assistant Water Works Operator and the Maintenance Man Utility should be separated and that the Assistant Water Works Operator's rate should be 10¢ more. The difference in their positions is that the Employer inserted the words "for 1980" as it related to the agreed upon difference between the rates of pay. Since this language is not included in the contract but reflected in the Appendix A under the wage rate schedule, there is no significant difference between these two proposals.

Car Allowance: The primary difference between the parties relative to this issue is that the Employer offers a higher car allowance rate than the figures and implementation times both agreed to if the City Council were to adopt a reimbursement rate which is greater. While the Employer offers the possibility of a slightly greater benefit to the employees, there is no significant difference in the two proposals.

Minor Language Changes in the Disciplinary Procedure: The Employer offers language changes pertinent to Section 5.10 g and h of the Disciplinary Procedure. In support of its offer, the Employer suggests that this proposal would be of benefit to the

employees since the rules, without this change, do not relate to employment related violations and thus, there exists the possibilit that discharge could occur for non-employment related convictions. While current language may provide the opportunity to consider discharge for non-employment related convictions, and this language clarifies the Employer's intent relevant to situations for which employees may be discharged, the practical effect of the proposed change is limited.

Holiday Pay: The proposals of the parties impact upon the contract in different ways. The Union proposes that the words "plu holiday pay for holiday worked" be inserted after the provisions relative to time and a half pay for working on holidays in Section 13.02 of the collective bargaining agreement. The Employer, arguir that the proposal the Union is requesting is already provided for in Section 8.0 proposes that the word "holiday" be deleted from the clause pertinent to time and a half pay for working on "Saturday, Sunday or a holiday" in Article 13.

The Union's proposal does little more than add words to Sectic 13.02 in the contract, since the Employer is correct in that this provision is already stated in Section 8.01(c). However, the Employer's proposal would significantly change the provision relevant to holiday pay. By proposing to delete the word "holiday" from Section 13.02, the Employer eliminates the time and a half pay rate provided for working on holidays. Additionally, eliminating the setting of the rate for working on a holiday in Section 13.02 and not proposing a holiday pay rate creates an ambiguity in Section 8.01(c) of the contract since that clause provides that employees shall "receive time and a half pay in addition to the regular holiday pay." Question would certainly be created relevant to what constitutes regular holiday pay. Thus, the undersigned is of the opinion that the Union's proposal is more acceptable on this issue.

Stand-by Duty: The Employer argues that it is essential to establish a stand-by duty clause in the contract and proposes language to that effect. Declaring that the Union presents no counter proposal to this clause, the Employer asserts that arguably the clause is not a mandatory subject of bargaining and that the only bargainable matter is how much, if anything, the employee should be paid; that it demonstrates a need for this clause; that it has showed a minimum interference with employee rights and that a similar clause is provided for in the Mount Horeb contract which is more onerous than the one proposed by the Employer. The Union, on the other hand, opposes the stand-by provision entirely and takes the position that, if any provision were to be included in the contract, it must contain compensatory pay for requiring the employees to be on stand-by.

Evidence on the comparables was scanty, therefore consideration of this issue evolved around the determination of need for such a proposal. The evidence submitted by the Employer relevant to demonstrating its need for the clause consisted of testimony presented by the Director of Public Works, wherein he indicated that the City has been having difficulty reaching water or sewer

utility operation.

Further, while the Employer recognizes that at least one of the communities it considered comparables has a stand-by clause and compensates for that requirement, the Employer does not offer compensation for its requirement. In support of its proposal as it stands, the Employer points to the fact that there are relatively few times when the employee will be required to do more than simply take a few minutes to respond to the emergency call and that is compensated for in the overtime provision of the contract which compensates the employee a minimum hour's pay at time and a half for any fraction of an hour the employee works.

The undersigned finds that there is relatively little demonstrated need for this provision, other than convenience to supervisory staff and thus, this will not be determinative of which final offer is selected.

Seniority and Job Posting: The Employer argues that by offering to consider seniority as a factor in determining qualifications of those who apply to fill a vacancy, it has made a major language concession regarding promotional procedures. Contending that its offer in this area is more consistent with area comparables, the language of the contracts with its other bargaining units and the philosophies expressed by arbitrators in previous Middleton arbitration awards, the Employer asserts the Union's proposal is overly broad and ambiguous and vastly different from the area and city standard.

Positing that the Employer still offers little consideration to seniority when unit employees must still compete with outside applicants and the Employer remains the sole judge of qualifications, the Union declares that its proposal is necessary because the Employer has not always followed seniority in promoting individuals in the past. Further, the Union asserts that area comparables "give far greater respect" to seniority than the Employer's proposed language does.

Although the Employer has argued that the Union's proposal relative to job posting is ambiguous, the undersigned finds that language less ambiguous than the Employer's. The Union's proposal is clear in its intent that seniority is the determining factor in awarding vacancies as long as there is no conflict with Equal Employment Opportunity rules and regulations. Thus, the major differences between the parties relative to seniority for promotional purposes lies in the initial recruitment procedures and in the Employer's desire to place the "most qualified" individual in the position. Relative to the second difference, the undersigned concludes that it is questionable whether the Employer has accomplished in its proposed language what it asserts it wants. Paragraph one of the Employer's proposal establishes that unit employees shall compete with outside applicants for the position and that with seniority considered, it shall award the position to the most qualified individual. If this were the sole language in the Employer's proposal, the goal of the Employer would be unquestioned. However, paragraph two of the Employer's proposal opens the door to confusion and the possibility of varying interpretations.

By providing that the "successful applicant" shall be given a probationary period and by providing that "If...it is determined the employee is not qualified, or should the employee so choose,... he/she shall be returned to his/her old position,..." the Employer has suggested that the "successful applicant" was previously an employee and that seniority is the determinative factor. This implication is sure to lend itself to the filing of grievances and

a possible conclusion by an arbitrator that differs from the Union's proposal only in that the Employer is allowed to have individuals apply from outside the bargaining unit. Thus, although the Employer suggests that its language is consistent with the concern expressed by Arbitrator Mueller relative to the Employer being able to secure outside applicants in the event that an employee who applies for the job "does not possess the level of qualifications desired for the job," it appears that the Employer did not protect itself in this manner in the proposed language.

The Union's proposal addresses some of the concern expressed by the Employer in its proposal in that it provides that seniority shall prevail only if the applicant is qualified. By restricting the seniority provision to qualified individuals, the Union has allowed some Employer discretion in determining qualifications needed for the position and in determining whether or not unit employees meet those qualifications. Additionally, it allows the Employer to recruit from the outside in the event that the Employer determines that no bargaining unit employee is qualified for the position. Thus, while the Union's proposal is more restrictive regarding seniority and promotions, it is the conclusion of the undersigned that the intent of the language is clearer.

The Employer has expressed a concern over the Union's request that seniority be considered not only for promotions, but for demotions and transfers as well. This is becoming a more common goal pursued by Unions in today's economic climate and at least some arbitrators have ruled that if seniority is provided for promotional puroses, it follows that, without specific exclusion, demotions and transfers are treated in a similar manner. Thus, having opened the door to promotions with a seniority consideration, it is certain that demotions and transfers are sure to follow.

Both parties argued that their language was more comparable to other contracts in the area, however the evidence was not readily discernable. The exhibits presented by both parties were not comprehensive to this position. The City's bargaining unit contracts with its other employees do not reflect the benefit which would be secured under either proposal and the Union does not adequately demonstrate a need for the inclusion of the seniority language as it proposes other than the fact that two employees which the Union feels were qualified for a vacancy were not promoted. This is sufficient to conclude that the Employer's offer is more reasonable despite the fact that the clarity of the Employer's language is questionable.

Discharge Standard: The Union proposes that Article VI, the article relevant to seniority, be amended to provide at Section 6.02 that seniority shall be terminated if the employee is discharged for "just cause" and such discharge is sustained, if grieved. The Union contends that this is a minor issue and not determinative of which final offer is acceptable.

The Employer, however, argues that the insertion of just cause for discharge in Section 6.02 without an amendment to Article V creates a conflict in Article V since the proposal would provide just cause only for discharge and not for progressive discipline. Alternatively, the Employer offers an amendment to Article V which it says is more appropriate becuase it benefits the employees by providing a "cause" standard for other discipline not covered by contractual rules.

The undersigned differs with the Employer in how it interprets the proposals. In considering the two proposals, it appears that both the Union's proposal and the Employer's proposal does little to change the discharge standard, but the Employer's proposal

has significant impact upon the contractual benefits.

The management rights clause of the contract confines the Employer's right "to hire, promote, transfer or lay off employees or demote, suspend, discipline or discharge employees to the extent permitted by Article V." Article V enumerates the specific grounds for which discipline and/or discharge may be imposed. While arbitrators have, at times, ruled the employer is not restricted to these enumerations when they are illustrative of certain types of behavior, a review of the items enumerated in Article V reflects that they are not illustrative but specific in the offense. Therefore, the impact of both proposals differs. The Union's proposal, as a result, does little more than attach the words "just cause" to the standard that already exists in Article V, Section 5.01 in the seniority clause in Article VI. The Employer's proposal, however has the effect of adding other items to the contract for which employees may be disciplined or discharged. Under the guise of suggesting that it is proposing a "cause" standard, by inclusion of the new paragraph which relates to "other discipline not covered above," the Employer adds to the contract the ability to discipline for other activities not covered by the enumerated activities of Article V. Thus, the undersigned finds the Union's proposal the more reasonable of the two.

Duration and Economics: During the first year of the proposed contract, both the Employer and the Union propose the same wage increase of 8.5%. The primary difference between the proposals lies in how these wages are allocated with the Union proposing a minimum floor of 50¢ which results in the lowest wages on the scale receivinga slightly higher percentage increase tha the other employees in the unit. The Union argues that this is more in keeping with the other contractual agreements in the City and is justified on that basis. The undersigned finds that this is true for the wage rate agreed to in the City Hall unit.

Both parties agree that the wage rate for 1980 is minimal in its effect and contend that the real difference lies in the duration of the contract. The difference lies in the fact that the Employer proposes a second year for the contract and in turn is willing to offer HMP health insurance on an employer/employee sharing basis and a additional 8.5% wage increase, which together with the provision of the dental insurance agreed to in 1980 would result in a 10.4% package. In support of its position relative to a second year, the Employer cites other arbitrators who have ruled that when contracts are being resolved so late in the year or after the fact as in this intance, it is in the interest of public policy to award a second year to the contract. Additionally, the Employer maintains that its offer of HMP health insurance amounts to a significant benefit that was at one time an issue on the table during negotiations. The resulting 10.4% package, the Employer asserts, is an offer which is comparable to settlements for 1981.

The Union has argued that the Employer's offer causes significant changes in the contract; that the provision of dental insurance with the 1980 wage agreement results in additional money out of pocket for the employees even though it adds a benefit and that health insurance is not a benefit requested for 1980 despite the fact that discussions may have occurred at the bargaining table. Further, the Union argues that since the dental insurance benefit was never provided in 1980, the result is that the PWD unit's total cost to the Employer will be less than the settlements it reached with other units since the dental insurance was provided for the other units during 1980. Finally, the Union argues that with the current economic status as it is and with the rising cost of inflation which has resulted in real wage earning losses, the Union should not be required to agree to a

two year agreement because delays in settling this contract or in proceeding with mediation/arbitration occurred.

In General: The undersigned concludes that the Employer is proposing a number of changes with its final offer that impacts significantly upon the agreement with the Union. It proposes a change relative to holiday pay which could result in the loss of time and a half pay for holiday pay. It proposes stand-by duty for which it has not demonstrated significant need. It proposes a discharge standard which significantly enhances the right of management relative to its ability to discipline and it proposes an economic package for 1980 which does not differ substantially from the Union's proposal for 1980. Additionally, the Employer proposes an economic package for 1981 which sets the pattern for settlement with its other bargaining units that are in the process of bargaining for 1981 and which offers a health insurance benefit which will result in additional money out of pocket for the employees despite an 8.5% wage increase. The Union's offer seeks greater seniority rights than those offered by the Employer and the opportunity to bargain a new contract for 1981. It is these aspects of the proposals which the undersigned determines weight must be given to when determining which of the final offers is more appropriate.

The Employer has cited several arbitrators' positions relative to the acceptability of two year contracts and proposes that a 10.4% package increase for the second year of the contract is a comparable wage settlement offer. While the undersigned also believes that a two year contract offers greater stability in the planning process for public bodies and generally maintains greater labor stability, she also believes that the Employer should provide additional reason for the awarding of such an offer when that offer significantly changes the relationships between the parties without the parties bargaining those changes with appropriate give and take.

Thus, having reviewed the issues one by one and having reviewed the evidence and arguments presented, and having applied the statutory criteria, and having drawn general conclusions as to the effect of the individual issues, the undersigned makes the following

AWARD

The final offer of the Union, along with the stipulations of the parties which reflect prior agreements in bargaining, as well as those provisions of the precedessor collective bargaining agreement which remained unchanged during the course of bargaining, are to be incorporated into the collective bargaining agreement as required by statute.

Dated this 19th day of January, 1981.

Sharon K. Imes
Mediator/Arbitrator

SKI:eb

APPENDIX A

CITY OF MIDDLETON
FINAL OFFER
June 30, 1980
PUBLIC WORKS CONTRACT
Case XVI No. 25884 MED/ARB-644

1. The City proposes the Public Works 1979 agreement, except as modified by this offer.

2. Amend section 5.01 g. and h. to read as follows:

g. If an employee shall become involved in an employment related conflict of interest and continues after being given ten (10) days notice to cease.

h. If an employee shall become convicted of any crime or serious misdemeanor, relevant to his employment as a public employee.

3. Add section 5.05:

5.05 Any discipline not covered above shall be subject to a "cause" standard of review.

4. Amend the last sentence of section 10.01 to read:

Immediate family shall be considered to be the employee's father, mother, father-in-law, mother-in-law, wife, husband, son, daughter, brother, sister, grandparents or grandchildren.

[This addition also appears in the Union's Final Offer.]

5. Amend sections 6.01, 6.02 and 6.03 to read as follows:

6.01 The principle of seniority shall be taken in to account only on layoff, recall and vacation scheduling, and as provided in section 6.03. In the event that there shall be a layoff of employees, the employee with the least seniority shall be the employee laid off provided that the remaining employees shall have the capabilities to perform the employer's work. Recall from layoff shall be by seniority provided the employee recalled is capable of performing the available work.

6.02 A vacancy is defined as an unfilled position due to retirement, resignation, death or termination of a regular employee. All vacancies will be posted.

6.03 When a position covered by this agreement becomes vacant, such vacancy shall be posted in a conspicuous place listing pay, duties, qualifications,

shift and work area, if any. This notice of vacancy shall remain posted for a five (5) day period. Unit employees applying to fill the vacancy shall openly compete against others applying for the position. The employer shall award the position to the applicant most qualified, provided that a unit employee's unit seniority shall be one of the factors considered in determining qualification.

The successful applicant shall be given a sixty (60) day trial (probationary) period. If during the trial period it is determined the employee is not qualified, or should the employee so choose during the sixty day period, he/she shall be returned to his/her old position and the rate of pay of that position.

6. Amend § 11.01 by adding the following sentence:

Effective January 1, 1981 or the first of the month following an award, whichever is later, "HMP" coverage will be added, with "HMP" benefits to be substantially equivalent to those of the plan under consideration during the course of negotiations for a successor agreement to the 1979 agreement. The City will pay 50% of the single premium, and 50% of any dependent premium. The employee will pay the remainder of the cost of insurance, if any. The City may select carriers from time to time.

7. Add § 11.04 as follows:

Effective January 1, 1981, or the first of the month following award, whichever is later, the City will contribute up to $16.00 per month toward the cost of dental insurance, single plan for employees without dependents, or family plan for employees with dependents. The employee will pay the remainder of the cost of dental insurance, if any. The benefits shall be substantially equivalent to those of the plan under consideration during the course of negotiations for a successor agreement to the 1979 Agreement. The City may select carriers from time to time.

8. Amend the second sentence of section 13.02 to read as follows:

Employees required to work on a Saturday or Sunday shall receive time and one-half for all time worked.

[The holiday question is covered by section 8.01 c.]

9. Add a sentence at end of section 13.02 to provide:

Any overtime work shall be paid for a minimum of one (1) hour except time worked immediately after the end

of the shift which will be paid for actual time worked at the overtime rate.

[This addition also appears in the Union's Final Offer.]

10. Affected employees are subject to the "emergency response guideline" dated November 9, 1979, from date of agreement or award, whichever is later.

11. Amend section 14.03 to read as follows:

14.03 Any employee required to use his or her own automobile in the performance of his or her duties for the City shall be reimbursed at the rate of eighteen (18) cents per mile, effective January 1, 1980, and nineteen (19) cents, effective July 1, 1980, or the current reimbursement rate adopted by the City Council, whichever is greater.

12. Change the classifications in Appendix "A" by separating "Assistant Water Works Operator" from "Assistant Water Works Operator, Maintenance Man Utility" and listing "Assistant Water Works Operator" in the amount of ten (10) cents per hour more than "Maintenance Man Utility", for 1980.

[A nearly identical provision appears in the Union's Final Offer.]

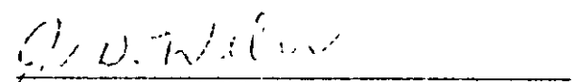
13. Increase wage rates by 8.5% for 1980, as shown on attached Appendix "A", which includes item 12.

14. Increase 1980 wage rates by 8.5% for 1981, as shown on attached Appendix "B".

15. Change dates to refect a 1980-81 contract.

Dated: June 30, 1980.

City of Middleton

By: 
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APPENDIX "A"

ANNUAL AND HOURLY RATES

1980

Classification	Hiring Rate		6 Months		18 Months		30 Months	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
Crewman I	11,013.18	5.30	11,509.68	5.53	12,028.74	5.78	12,502.67	6.01
Crewman II	11,306.57	5.44	11,825.63	5.69	12,344.70	5.94	12,931.46	6.22
Assistant Water Works Operator	11,717.68	5.63	12,259.31	5.89	12,800.94	6.15	13,387.71	6.44
Maintenance Man Utility	11,509.68	5.53	12,051.31	5.79	12,592.94	6.05	13,179.71	6.34
Equipment Operator	12,073.88	5.81	12,615.51	6.07	13,179.71	6.34	13,789.05	6.63

APPENDIX "B"

ANNUAL AND HOURLY RATES

1981

Classification	Hiring Rate		6 Months		18 Months		30 Months	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
Crewman I	11,949.30	5.75	12,488.00	6.00	13,051.19	6.28	13,565.40	6.52
Crewman II	12,267.63	5.90	12,830.83	6.17	13,394.00	6.44	14,030.64	6.75
Assistant Water Works Operator	12,713.68	6.11	13,301.35	6.40	13,889.02	6.68	14,525.67	6.98
Maintenance Man Utility	12,488.00	6.00	13,075.67	6.29	13,663.34	6.57	14,299.99	6.88
Equipment Operator	13,100.16	6.30	13,687.83	6.58	14,299.99	6.88	14,961.12	7.19

Local 60, AFSCME, AFL-CIO
Final Offer
1980 DPW Agreement to
City of Middleton

July 7, 1980

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1. Term of Agreement. One year - January 1, 1980 through December 31, 1980.

2. 2.Article VI - Seniority. Amend to provide as follows:
"Section 6.01. The principle of seniority shall be taken into account only on promotions, demotions, transfers and on layoff, recall and vacation scheduling. In the event that there shall be a layoff of employees, the employee with the least seniority shall be the employee laid off provided that the remaining employees shall have the capabilities to perform the employer's work. Recall from layoff shall be by seniority provided the employee recalled is capable of performing the available work."

"Section 6.03. When a position covered by the Agreement becomes vacant, such vacancy shall be posted in a conspicuous place listing pay, duties, qualifications, shift and work area, if any. This notice of vacancy shall remain posted for a five (5) day period. ~~Employees applying to fill the vacancy shall openly compete against others applying for the positions. The employer shall award the position to the applicant most qualified.~~ Within five (5) days of the expiration of the posting period, the Employer will award the position to the most senior applicant that is qualified.

1) The successful applicant shall be given a sixty (60) day trial (probationary) period. If during the trial period it is determined the employee is not qualified, or should the employee so choose during the sixty day period, he/she shall be returned to his/her old position and to the rate of pay of that position.

2) If no qualified employee(s) in the bargaining unit make application for a posted position, the employer may fill the position by hiring a new employee.

3) This Article shall be subject to compliance with Equal Employment Opportunity rules and regulations."

Section 6.04-2. "If the employee is discharged for just cause and such discharge is sustained, if grieved."

3. Article X - Bereavement Leave.
Section 10.01 Amend first sentence to read: "Immediate family shall be considered to be the employee's father, mother, father-in-law, mother-in-law, wife, husband, son, daughter, brother, sister or, grandparents or grandchildren."

4. Article XI - Health Insurance & Retirement
Section 11.01 Health Insurance. Add a subsection, "a)", titled "Dental Insurance" to provide, "Effective the month following ratification of

this Agreement, the City will contribute up to $16.00 per month toward the cost of dental insurance, single plan for employees without dependents, or family plan for employees with dependents. The employee will pay the remainder of the cost of dental insurance, if any. The benefits shall be substantially equal to those of the plan under consideration during the course of negotiations for a successor agreement to the 1979 Agreement. The City may select carriers from time to time."

5. Article XIII - Hours of Work, Wages & Job. Classification; Overtime - Longevity.
Section 13.02 - Overtime Pay. Amend second sentence to provide as follows: "Employees required to work on a Saturday, Sunday or Holiday shall receive time and one-half for all time worked, plus holiday pay for a holiday worked."

Add a sentence at end of Section 13.02 to provide: "Any overtime work shall be paid for a minimum of one (1) hour except time worked immediately after the end of the shift which will be paid for actual time worked at the overtime rate."

6. Article XIV - Coffee Break - Clothing & Special Gear - Car Allowance.
Section 14.03 - Car Allowance. Amend to read as follows: "An employee who uses his/her car for City business shall be entitled to compensation at the rate of ~~fourteen~~ eighteen (18) cents per mile effective January 1, 1980 and nineteen (19) cents per mile effective July 1, 1980."

7. Appendix A - Annual and Hourly Rates.
   A. Amend listing of classification by separating "Assistant Water Works Operator" from "Assistant Water Workers Operator, Maintenance Man Utility" and listing Assistant Water Works Operator in the amount of ten cents (10¢) per hour more then "Maintenance Man Utility".

   B. Adjust the classified rates upward in the amount of eight and one-half (8-1/2) percent, or fifty (50) cents per hour, whichever is greater.

Submitted in Behalf of
Local 60 (Middleton DPW Unit), AFSCME, AFL-CIO
by:

Walter J. Klopp

WALTER J. KLOPP
District Representative

Date JULY 7, 1980

WJK:cjh
opeiu #39, afl-cio