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WISCONSIST STREAMENT

In the Matter of the Stipulation of:

THE SUPERIOR HOUSING AUTHORITY,

-and-

Decision No. 18828-A

WISCONSIN COUNCIL OF COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 244-A, AFL-CIO,

To Initiate Mediation-Arbitration

Appearances: James A. Ellingson, District Representative, for the Union William Sample, Industrial Relations Representative, for the Employer

The Wisconsin Council of County and Municipal Employees, Local 244-A, AFL-CIO, hereinafter referred to as the Union, and the Superior Housing Authority, hereinafter referred to as the Employer, have been parties to a collective bargaining agreement covering wages, hours and conditions of employment for a collective bargaining unit consisting of maintenance personnel and administrative personnel. There are five maintenance employees and four administrative employees. Two of the maintenance employees are at the top of the range for Maintenance Mechanic Aid I and receive \$6.68 an hour. One employee is at the top of the range for Maintenance Mechanic II and receives \$7.03 an hour. Two of the employees are at the top of the range for Maintenance Mechanic I and receive \$7.50 an hour. One of the administrative employees is in the classification of Tenant Service Specialist I and receives \$6.23 an hour. Another is in the classification of Leasing and Occupancy Specialist I and receives \$6.87 an hour. One employee is in the classification of Steno/Cashier/Clerk I and receives \$5.97 an hour. The fourth administrative employee is in the classification of Secretary I and receives \$5.56 an hour. The collective bargaining agreement between the Employer and the Union expired on December 31, 1980.

On September 5, 1980, the parties exchanged their initial proposals on matters to be included in the new collective bargaining agreement to succeed the agreement expiring on December 31, 1980. Thereafter the parties met on three occasions in efforts to reach accord on a new collective bargaining agreement. On October 31, 1980, the parties filed a stipulation requesting the Wisconsin

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Employment Relations Commission to initiate mediation-arbitration pursuant to Section 111.70(4)(cm)6 of the Municipal Employment Relations Act. On February 24, 1981, a member of the Commission's staff conducted an investigation reflecting that the parties were deadlocked in their negotiations and by July 13, 1981, the parties had submitted to the investigator their final offers as well as a stipulation on the matters agreed upon and the investigator notified the parties that the investigation was closed. The investigator advised the Commission that the parties were at impasse. The Commission certified that the conditions precedent to the initiation of mediation-arbitration with respect to wages, hours and conditions of employment for a new collective bargaining agreement had been met. It ordered the parties to select a mediatorarbitrator. Upon being advised that the parties had selected Zel S. Rice II of Sparta, Wisconsin, as the mediator-arbitrator the Commission appointed him on August 19, 1981.

A mediation session was held at Superior, Wisconsin, on September 22, 1981 and the final offers of the parties were presented to the mediator-arbitrator. A copy of the Union's offer has been marked as Appendix "A" and is attached hereto. A copy of the Employer's offer has been marked as Appendix"B" and is attached hereto. The Union's final offer contained three parts. One was an 11 percent increase of all wage rates. A second demand was that a new section be inserted in the collective bargaining agreement providing as follows: "The Employer will not unilaterally change any benefit or condition of employment, which is a mandatory subject of bargaining under Wisconsin law, and heretofore enjoyed by the bargaining unit employees, during the life of this agreement." The third demand of the Union included a provision that Article 17, Section 1, be changed to read as follows: "The regular work week shall consist of forty (40) hours and the regular work day shall be eight (8) hours for all personnel. The regular work day shall include a forty-five (45) minute lunch period for all personnel." The Employer's proposal contained a provision that Article 17. Section 1(d) be changed to provide as follows: "Employee lunch breaks shall be as follows: Administrative, one (1) hour staggered for coverage; Maintenance, 12 noon to 12:30 p.m. The Employer's offer provided that wages would be increased 48 cents per hour for all classifications. It also provided that the 48 cent

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per hour wage increase would result in a 6.6 cents increase per hour in the retirement fund contribution.

In the course of the mediation session several different proposals were considered by the parties but no agreement could be reached. At that stage of the proceedings the undersigned determined that there was no possibility of agreement by the parties and the arbitration phase of the proceedings was conducted on September 23, 1981, at Superior, Wisconsin.

Article 17 of the expired collective bargaining agreement provides that the regular work week for maintenance personnel consists of forty hours and the regular work day is eight hours. The regular work week for administrative personnel is $37\frac{1}{2}$ hours and the regular work day is $7\frac{1}{2}$ hours. Monday through Friday the work day for administrative and maintenance personnel begins at 8:00 a.m. and ends at 4:30 p.m. The administrative personnel have had a one hour lunch period which is staggered to provide coverage of the office at all times and maintenance personnel have had a one-half hour lunch period. A number of years ago the Employer permitted the maintenance personnel to stop work at 11:45 in the morning and clean the shop and wash up before leaving for lunch. Over the years this has evolved from a shop clean up and wash up period into a practice where the employees stopped work at 11:45 a.m. and then took a 45 minute lunch period. They received pay for 15 minutes of that lunch period and spent no time cleaning the shop or washing themselves. The foreman was aware of the change in practice and never said anything to any of the maintenance employees about it. The Employer became aware of the practice when an emergency call arose during that period and the employees refused to respond, contending they were on their lunch break. The Employer then terminated the practice. The administrative personnel objected to the fact that the maintenance personnel received pay for 15 minutes of the lunch period while they did not. They felt that there was enough work for them to do so that they should be given a forty hour work week that included a 15 minute paid lunch. The Union's last offer contains a maintenance of standards provision that, among other things, preserves for the maintenance employees the 15 minute paid lunch period that they were accustomed to taking for themselves, but which was terminated by the Emplkoyer. The Union's last offer contains a provision designed to provide a forty hour work week for

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the administrative personnel as well as the maintenance employees and would provide a 15 minute paid lunch period for all personnel. The Employer's last offer would continue a one hour lunch period for administrative employees and limit the maintenance employees to a one-half hour lunch period. Administrative personnel would continue to have a 371/2 hour work week under the Employer's last offer.

Most of the Municipal employees in the area have received salary increases for the 1981 calendar year in the area of 10 to 11 percent. The City of Ashland gave its Department of Public Works employees a salary increase of 10 percent. The increase in cost of the total package was almost 13 percent. Ashland County gave its highway employees a salary increase of 10 percent. The total increase in cost resulting from the new collective bargaining agreement was 12.5 percent. The Ashland Board of Education gave its custodial employees a 10.3 percent wage increase for the 1980-81 school year. The Ashland Water and Sewerage Utility gave its employees an 8 percent wage increase on January 1, 1981 and an additional 4 percent increase on July 1, 1981. The increased cost of all of the benefits in the new collective bargaining agreement totaled 15.5 percent. Ashland County gave its Social Service employees a salary increase of 11 percent during 1981 and the increase in cost of the contract totaled 11.5 percent. Ashland County Courthouse employees were given a salary increase of 11 percent and other benefits which resulted in a total increase in cost of 11.5 percent. Northland College began the second year of a collective bargaining agreement on July 1, 1981 and it provided that employees receive an 11 percent increase in salary. The Ashland City Police received a 1981 salary increase of 10 percent and other benefits resulting in a total increase in cost of 16 percent. The Ashland County Deputy Sheriffs received salary increases of 11 percent and other wage adjustments and benefits that made the total increase in cost of the contract 12 percent. The Ashland Hospital gave its employees a 13 percent wage increase for the year beginning October 1, 1980 and ending September 30, 1981, and other benefits made the total increase in cost of the contract 17 percent. The Burnett County Highway employees received an 11.5 percent salary increase for the period from July 1, 1980 to July 1, 1981. Burnett County Courthouse employees received an increase on January 1, 1981 of 8 percent, another increase on July 1, 1981 of 2 percent and another increase on December 1, 1981 of 1 per-

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cent. Other benefits raised the total cost of the new agreement by 12 percent. The Burnett County Deputy Sheriffs received an 8 percent increase on January 1, 1981, 2 percent on July 1, 1981 and 2 percent on December 1, 1981. The increased cost of the new contract was 10.3 percent. Douglas County gave its Social Service employees a wage increase of 10.5 percent for 1981. Other benefits raised the total cost of the new agreement by 11.5 percent. Employees of the City of Hurley received a salary increase in 1981 of 1 cent for every .3 of a point increase in the cost of living. The Iron County Courthouse, Social Service, Highway, Forestry and Deputy Sheriffs received a 1981 wage increase of l cent for each .4 of l percent increase in the cost of living. Douglas County gave its Middle River Health Care Facility employees a 1981 salary increase of 10.8 percent. Other benefits made the total increase in cost of the new agreement 11.5 percent. St. Francis Home Inc. in Superior gave its employees a 9 percent increase in wages for 1981 as part of the second year of a two year agreement. Sawyer County gave its Highway employees a 6 percent increase on January 1, 1981 and an 8 percent increase on July 1, 1981. Other benefits raised the total increase in cost of the contract to 11.75 percent. Sawyer County Social Service employees received a 6 percent increase on January 1, 1981 and an 8 percent increase on July 1, 1981. Other benefits raised the total cost of the new agreement by 11.5 percent. Sawyer County Deputies received a 6 percent wage increase on January 1, 1981 and an 8 percent increase on July 1, 1981. The total increase in cost of the new agreement was 16 percent. City Hall employees of the City of Superior received a salary increase of 11 percent. during 1981 as part of the second year of a two year agreement. As part of the second year of the two year agreement, the Superior Board of Education gave its employees an 8 percent increase on July 1, 1981 and they will receive another 3 percent on January 1, 1982. Superior Memorial Hospital gave its employees an 8 percent increase on July 1, 1980 and another 2 percent on January 1, 1981. The Webster Joint School District gave its school bus drivers a 12 percent salary increase on July 1, 1980 for the period from then until June 30, 1981. The Maple School District gave its bus drivers and mechanics a two year agreement on July 1, 1980 that provided for a 10 percent increase on July 1, 1980 and a 9 percent increase commencing July 1, 1981.

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The maintenance of benefits clause proposed by the Union is a fairly standard one. The City of Hurley has had one in the agreement with its employees. Iron County has collective bargaining agreements with three different bargaining units and all of the agreements contain standard maintenance of benefits clauses. Ashland County has a maintenance of benefits clause in the contract with its law enforcement employees. It has the same language in the collective bargaining agreements with the Highway Department employees, Social Service employees and Nurses and Courthouse employees. The Ashland School District has a maintenance of benefits provision in its contract with its custodial employees. Douglas County has an agreement with its Middle River employees that contains a maintenance of benefit clause. The current agreement between the Superior Hospital and the union representing its custodial employees contains a maintenance of benefits provisions as does the agreement between St. Francis Nursing Home and its custodial employees. The Superior Board of Education has a maintenance of benefits provision in its contract with its teachers. Not all of the Municipal collective bargaining agreements in northern Wisconsin contain maintenance of benefit clauses. A great many do and it is not uncommon to include one in collective bargaining agreements in that geographical area.

The Employer receives subsidies from the Department of Housing and Urban Development. As a recipient of the subsidy it is required to pay not less than the prevailing rate in the locality to its employees. In making its wage determinations to comply with the requirements of the Department of Housing and Urban Development the Employer has conducted wage surveys within the community to determine the prevailing rate. The results of the survey have been submitted to the Department of Housing and Urban Development which has utilized the survey in determining the amount of subsidy that it will give to the Employer to assist it in paying for the operation and maintenance of the housing project. In making the surveys the Employer has used the classification of Maintenance Mechanic and Filing/Steno/Clerk. The Maintenance Mechanic classification of the Employer has duties that are quite comparable to those of most maintenance mechanics in the area. The classification of Steno/Cashier/Clerk and Secretary are comparable to similar positions included in the survey. However, the surveys do not include positions comparable to Tenant Service Specialists or Leasing and Occupancy

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Specialists. In preparing for the negotiations for the 1981 agreement the Employer conducted the survey of the wages paid to Steno/Cashier/Clerk and Maintenance Mechanics among ten employers in the Superior area. The average rate paid by the employers included in the survey was \$5.88 per hour for Steno/Cashier/Clerk and \$7.28 per hour for Maintenance Mechanics. At the end of 1980 the Employer was paying \$6.23 per hour to its Tenants Service Specialist I, \$6.87 per hour to its Leasing and Occupancy Specialist I, \$5.97 per hour to its Steno/Cashier/Clerk I and \$5.56 an hour to its Secretary I. It paid \$6.68 an hour to the two employees in the classification of Maintenance Mechanic Aid I, \$7.03 an hour to its Maintenance Mechanic II and \$7.50 an hour to the two employees in the classification of Maintenance I.

During the period from January 1, 1978 to December 31, 1980, the cost of living in the Superior area has increased 39.3 percent. During that same period the tates of pay for the Employer's maintenance employees has increased from a low of 55.2 percent to a high of 69.3 percent. The increases in the rates of pay for the maintenance employees has far outstripped the increase in the cost of living. Each of the increases given to the maintenance employees as well as all other employees was based on a wage survey. As a result of negotiations for a 1979 collective bargaining agreement the Union agreed to accept a wage increase of 10.5 percent. However, the wage survey revealed that such an increase would pay the employees less than the prevailing wage. As a result the Employer offered the Union an increase of 10 percent on January 1, 1979 and another increase of 11 percent on July 1, 1979. The Employer's current offer for 1981 is based on a survey of 10 private and public employers.

DISCUSSION:

The Union proposes that the definition of the regular work week should be changed to provide for a 40 hour work week and an 8 hour day for all personnel and that the regular work day included a 45 minute lunch period for all personnel. The maintenance personnel have always had a 40 hour work week and the regular work day has always been 8 hours. No evidence was presented to indicate that a $37\frac{1}{2}$ hour work week and a $7\frac{1}{2}$ hour work day provided insufficient time for the administrative employees to do all of the work that was expected of them.

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The only evidence presented to justify the increase in the work day and the work week for the administrative personnel was that the maintenance personnel had a 40 hour work week and an 8 hour work day. That in and of itself is no justification for increasing the amount of work time for the administrative personnel. If there had been evidence that the administrative personnel did not have sufficient time to perform all of the duties required of them, an argument could be made that additional work time was necessary. No evidence of that type was presented and no real justification for the longer work day and work week can be made in the absence of a showing that the required work could not be performed in the time now assigned to administrative personnel. The demand to increase the work day and work week also provided that the regular work day included a 45 minute lunch period for all personnel. The primary thrust of the demand for a 45 minute lunch period for all personnel was to place in the collective bargaining agreement a provision that all employees would receive pay for 15 minutes of a 45 minute lunch period. The current agreement provides that the lunch period for maintenance employees shall be one-half hour and the administrative employees shall receive a 1 hour lunch period. Because of sloppy administration by the Employer, the maintenance employees have converted time that was given to them for washing and cleaning the shop into a 15 minute paid lunch period in addition to the one-half hour unpaid lunch period. The thrust of the Union's demand is to validate the 15 minute paid lunch period for the maintenance employees and extend it to the administrative employees by including it in the collective bargaining agreement. There was no evidence presented to justify payment for 15 minutes of the lunch period to either the maintenance employees or the administrative employees. There was no evidence that any other employer in the area provided such a benefit to any employee. While the Employer's maintenance employees have taken 15 minutes additional time at lunch for which they received pay, there was no contractual provision that permitted it nor did the Employer agree to it. Sloppy administration by a foreman should not be justification for including a provision in the collective bargaining agreement that permits the maintenance employees to continue the unauthorized practice of taking a 45 minute lunch period and receiving pay for 15 minutes of it and extending that same practice to the administrative employees.

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The Employer's proposal that the current provision in the collective bargaining agreement providing that the regular work week shall be 40 hours and the regular work day shall be 8 hours for maintenance personnel and the regular work week shall be 37½ hours and the regular work day shall be 7½ hours for the administrative personnel and that a new provision be added to Article 17 providing that administrative lunch breaks shall be 1 hour and staggered for coverage and maintenance lunch breaks would last from noon to 12:30 p.m. is more desirable than the proposal of the Union. Without evidence that a longer work day and work week is needed for the administrative personnel to perform their duties and in the absence of evidence that any other employer in the area, either public or private, pays for 15 minutes of an employee's lunch period, there is no justification for an arbitrator to provide a benefit that could not be obtained at the bargaining table.

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The Union made a demand for a maintenance of standard provision. The language of the maintenance of standard provision was not unusual and was not significantly different from provisions included in collective bargaining agreements between many municipal employers and unions in Northern Wisconsin. The arbitrator is not unsympathetic to the concept of a maintenance of standard provision in a collective bargaining agreement. However there is reluctance to introduce such a provision into a collective bargaining agreement when it is opposed by one of the parties and there is no evidence of an effort to take away from employees benefits that were never included in the collective bargaining agreement but had become conditions of employment as the result of mutual understandings. The maintenance of standard provision would validate for the maintenance employees the 15 minute paid lunch period to which the Employer has never agreed. When the Employer became aware of the fact that the maintenance employees had unilaterally converted the cleaning and washing period into a paid lunch period during which employees refused to work, it stopped the practice. There is no evidence that the Employer has denied employees benefits that have become conditions of employment because of mutual understandings.

The Union has requested an 11% increase on all wage rates. An 11% increase for the 1981 calendar year is not an unusual percentage increase in Northwestern Wisconsin. The evidence discloses that increases for the 1981 calendar year

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range from a low of 9% to a high of 13%. Most of the increases were in the 10% to 11% range. The Union's demand for an 11% increase seems to fit in the pattern provided by other employers in Northwestern Wisconsin. The Employer is located in the City of Superior and its employees perform duties that are fairly well duplicated by employees of the City of Superior. The average wage received by City of Superior employees during 1981 is \$7.28 an hour. The Union's proposal would generate an average wage of \$7.32 an hour, which is quite comparable to the average wage received by employees of the City of Superior. The Employer's proposal would generate an average wage of \$7.09 an hour for its employees, which is 19¢ per hour less than the average hourly salary of an employee from the City of Superior. The total fringe cost of the Employer's proposal is \$3.06 an hour which brings its average total wage and fringe cost to \$10.15 an hour. The total fringe costs provided by the City of Superior to each employee is \$2.48 an hour. When that is added to the average wage of the City of Superior its average total wage and fringe cost is \$9.76, which is 39¢ an hour less than the Employer's proposal. The Union's proposal has fringe costs of \$3.38 per hour. When that is added to its average salary cost of \$7.32 an hour, it makes an average total wage and fringe cost of \$10.70 an hour, which is 96¢ an hour more than the average total wage and fringe cost of the City of Superior. An 11% increase for the Employer's employees will result in an average total salary and fringe cost that is far in excess of that of the City of Superior.

Since December 31, 1977 the Consumer Price Index has risen 39.3%. During that same period the employees of the Employer received wage increases ranging from a low of 55.2% to a high of 64.8%. Obviously the Employer has provided salary increases to its employees which have kept them not only abreast of but ahead of the increase in the Consumer Price Index. Very few employees in Northwestern Wisconsin can point to salary increases in that period that exceed the increases in the Consumer Price Index.

The Employer conducted a wage survey in 1981 among 10 private and public employers in the Superior area. The average wage for a steno/cashier/clerk among those 10 employees was \$5.88 per hour. The Employer was paying its employees in the classification of steno/cashier/clerk \$5.97 an hour which was

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 $9 \notin$ an hour more than the average paid by the employers included in the survey. The Employer's proposal would raise a steno/cashier/clerk to \$6.45 an hour which would be $57 \notin$ above the average paid by employers in the survey to employees in that classification. The same survey revealed that the average paid by the employers to maintenance mechanics was \$7.28 an hour. The Employer paid \$6.80 an hour to a maintenance mechanic during 1980 and its proposal for 1981 would raise the salary for maintenance mechanics to the average paid by employers included in the survey.

The Employer's proposal of a 48\$ per hour increase to all classifications would provide percentage increases ranging from a low of 6.4% for the Maintenance Mechanic I to a high of 8.6% for the Secretary I. Either figure is well below the 10-11% increases that have been common in the area. The Employer's proposal would provide its employees with an average 1981 wage that would be 19¢ less per hour than the average for the City of Superior while the Union's proposal would be just 4¢ per hour higher. The Employer's proposal which provides an average wage of 19¢ per hour less than that of the City of Superior would result in an average total wage and fringe cost that is 58¢ per hour higher than the average for the City of Superior but the average total wage and fringe cost per hour is 90¢ greater than the average of the City of Superior.

Considering wages alone the Union's proposal is much more acceptable than that of the Employer. When total wage and fringe costs are considered together, the Employer's proposal measures up favorably with the City of Superior and other employers in the area. The primary problem with the Union's proposal is its request to build into the collective bargaining agreement the 15 minute paid lunch period that its maintenance employees took without authorization and extended it to the administrative employees. There is no evidence that any other employer in the Superior area provides a paid lunch period of 15 minutes and there is no justification for giving it to the Employer's employees. Another weakness of the Union's proposal is its request to expand the work day and work week of the administrative employees with no evidence that the additional time is needed to perform the work that must be done.

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Ordinarily the wage factor is the primary consideration in determining which proposal is the most acceptable. The percentage increase proposed by the Union is more in line with that offered by other employers in the area. It has the advantage of providing the same percentage increase to all employees. The Employer's proposal does not provide the same percentage increase to all employees but does add the same amount of cash to each employee's wage. It provides an average wage to the employees that is not out of line with that paid to similar employees in the area. The average wage and fringe cost of the Employer's employees is greater than that of most employees in the area. If the arbitrator considered the factor of wages alone, it would be his inclination to find the Union's proposal most acceptable. However the thrust of the Union to place in the collective bargaining agreement a provision providing for a paid lunch period that was never agreed to by the Employer and to expand the number of hours of pay for the administrative employees with no evidence that the additional time is needed to perform the duties, makes the Union's proposal unacceptable. None of the statutory criteria that the arbitrator is required to consider would support a decision like that.

The arbitrator will not require the Employer to pay employees for periods during which they are not performing duties or required to remain on the premises nor will he require the Employer to expand the number of hours of work without evidence that the time is needed to perform the duties. His decision will provide employees with a somewhat smaller wage increase than they might expect to receive, but they will receive wages comparable to those of similar employees in the area and the total cost of their wages and fringe benefits will be above the average.

It therefore follows from the above facts and discussion thereon that the undersigned renders the following

FINDINGS AND AWARD

After full consideration of the criteria listed in the statute and after careful and extensive examination of the exhibits and arguments of the parties, the arbitrator finds that the Employer's final offer is preferable to that of

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the Union and directs that it be incorporated into an agreement containing the other items to which the parties have agreed.

Dated at Sparta, Wisconsin, this 10th day of November, 1981.

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RPPENDIX "A

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ROBERT W LYONS EXECUTIVE DIRECTOR



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Wisconsin Council 40

AFSCME, AFL-CIO

S ODANA COURT

MADISON, WISCONSIN 53719 JUN 1 9 1981

608/274-9100

JAMES A ELLINGSON ROUTE I BOX 2 BRULE, WI 54520 715/3724514

June 16, 1981

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FINAL OFFER TO THE SUPERIOR HOUSING AUTHORITY BY AFSCHELOGAL , #244-A

1. All areas previously agreed.

11% increase on all wage rates.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

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3. Put a new section in the miscellaneous article that states:

"The Employer will not unilaterally change any benefit or condition of employment, which is a mandatory subject of bargaining under Wisconsin law, and heretofore enjoyed by the bargaining unit employees, during the life of this Agreement."

4. Change Article XVII Section 1 to:

"The regular work week shall consist of forty (40) hours and the regular work day shall be eight (8) hours for all personnel. The regular work day shall include a 45 minute lunch period for all personnel."

AREAS OF PREVIOUS AGREEMENT

- 1. <u>Article 19. Section 7</u> Increase in terminal leave pay out for retirement, forced retirement due to disability, or death from one third (1/3) to one half $(\frac{1}{2})$ of total accumulated sick leave at its current value.
- 2. <u>Article 19, Section 10</u> Increased mileage from \$0.19 per mile to \$0.22 per mile.
- 3. Job descriptions were provided on September 26, 1980.
- 4. Bug bomb added to Tenant Move Out Checklist.
- 5. Add ½ day Good Friday as a paid holiday in Article XIV.
- 6. <u>Article 19, Section 15</u>. Employees injured while at work who are eligible for Workers' Compensation, shall be compensated at their normal rate of pay for the first three (3) days of such

WISCONSIN COUNCIL OF COUNTY AND MUNICIPAL EMPLOYEES

Superior Housing Authority June 16, 1981 PAGE TWO

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injury. In the event the employee is subsequently compensated for such three (3) day period by the Workers' Compensation plan, said employee shall turn over such compensation to the Authority.

RPPENDIX "B"

RECEIVED

JUN 1 5 1981

FINAL OFFER of Superior Housing Authority Employees

1. All areas previously agreed.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

- 2. <u>Article 17, Section 1 (d)</u> Employee lunch breaks shall be as follows: Administrative, one (1) hour staggered for coverage; Maintenance, 12:00 noon to 12:30 p.m.
- 3. <u>Wages:</u> \$0.48 per hour increase to all classifications.
- 4. <u>Retirement</u>: The \$0.48 per hour wage increase will result in a \$0.066 increase in the retirement fund.

Areas of Previous Agreement

- 1. <u>Article 19, Section 7</u> Increase in terminal leave pay out for retirement, forced retirement due to disability, or death from one-third (1/3) to one-half (1/2) of total accumulated sick leave at its current value.
- 2. <u>Article 19, Section 10</u> Increased mileage from \$0.19 per mile to \$0.22 per mile.
- 3. Job descriptions were provided on September 26, 1980.
- 4. Bug Bomb added to Tenant Move Out Checklist.

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- 5. Add 1/2 day Good Friday as a paid holiday in Article XIV.
- 6. Article 19, Section 15 Employees injured while at work who are eligible for Workers' Compensation, shall be compensated at their normal rate of pay for the first three (3) days of such injury. In the event the employee is subsequently compensated for such three (3) day period by the Workers' Compensation plan, said employee shall turn over such compensation to the Authority.

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