

AUG 4 1982

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

 In the Matter of the Mediation-Arbitration between :
 TEAMSTERS UNION LOCAL NO. 695 :
 and :
 CITY OF MONONA (DEPARTMENT OF PUBLIC WORKS) :

Re: Case XIV
 No. 28942
 MED/ARB-1457
 Decision No.
 19616-A

Appearances: For the Union, Teamsters Union Local No. 695: Marianne Goldstein Robbins, Esq., of Goldberg, Previant, Uelmen, Gratz, Miller & Brueggeman, S.C., 733 North Jefferson Street, Milwaukee, Wisconsin 53202. Ms. Robbins was accompanied at the mediation session and at the hearing by Mr. Michael Spencer, Business Representative, Teamsters Union Local No. 695, 1314 North Stoughton Road, Madison, Wisconsin 53714; and by Mr. Rodney H. Rossdeutscher and Mr. Russell Topper, Union stewards.

For the City of Monona: Mr. Gregory Knowles, City Administrator, 5211 Schluter Road, Monona, Wisconsin 53716. Mr. Knowles was accompanied at the mediation session and at the hearing by Randy Paul, Esq., City Attorney, and by Ms. Shirley Nicholson, City Clerk-Treasurer, both of the same address as Mr. Knowles.

The Union represents a unit of about a dozen public works employees of the City. The parties had a three year agreement that expired on December 31, 1981. Bargaining which began in the summer and continued in the fall of 1981 did not result in agreement. The Union filed a petition for mediation-arbitration on December 2, 1981. A member of the staff of the Wisconsin Employment Relations Commission met with the parties several times in an effort to bring about a settlement. The parties exchanged final offers during the month of April and on May 18 the Commission certified conditions precedent to the initiation of mediation-arbitration and ordered the parties to select a mediator-arbitrator. The undersigned was notified of his selection by letter from the WERC Chairman dated June 8.

A mediation session was convened by the Mediator-Arbitrator at the Monona City Hall at 10:00 a.m. on June 29. The parties were unable to arrive at a settlement but stipulated that a hearing could be commenced on that same date. The parties were then given a chance to present evidence from witnesses and in documentary form and to cross examine witnesses. No formal record was kept other than the mediator-arbitrator's handwritten notes. At the conclusion of the formal hearing the parties agreed to exchange written briefs, to be postmarked no later than July 20. The briefs were timely filed and exchanged. The hearing record is considered closed as of July 20.

Findings of Fact

The parties' final offers are attached as Addendum A (the City's final offer) and Addendum B (the Union's final offer).

The parties have agreed on all matters except two: (1) whether the actual dollar figure or the term "full cost" will be used in describing that the City will pay for the group hospital, surgical, major medical and dental insurance plans; and

(2) whether or not members of the unit should continue to have the option of taking their reserve sick leave credit in 72 equal monthly cash installments instead of continued insurance coverage. The City's final offer also includes a job security provision that would be effective during the term of the agreement. The Union asked at the hearing to be allowed to amend its final offer so as to include the same clause, but the City declined to agree.

The Union's Position

The Union argues that the term "full cost" has been in the most recent agreement between the parties for the past three years and that therefore there is a presumption that it ought to be continued. Prior to the negotiation of the three year agreement, when a dollar figure had been specified, there was one year when a settlement was delayed for several months during which the members of the unit were forced to pay the difference between the dollar figure that had been specified in the old agreement and the increased monthly premium charged by the insurance carrier. Although they were later reimbursed, the employees thought this had been not only an inconvenience but an expense that they could ill afford at a time when negotiations were continuing and they were still receiving the previous year's wage rates. Therefore, since the City has expressed no intention of changing its past and present policy of paying the full cost, the Union feels that there is no reason to risk a recurrence of the situation where the rates may increase and the members may be forced to pay the difference out of pocket until such time as the labor agreement is renegotiated.

The Union supports its position by introducing labor agreements for both public works and police units for the cities of Baraboo, Columbus, Portage, Jefferson and Oregon, (as well as for the police unit of the City of Monona) wherein all provide for some kind of "full cost" wording rather than using a dollar figure. The Union also introduced a letter from the City Clerk of the City of Stoughton (as well as a page from the Teamsters-City of Stoughton police agreement) indicating that Stoughton pays the full premium for health insurance for its employees.

On this issue the Union asserts that the appropriate factor to be considered is comparability between conditions of these employees and those of similar employees in comparable communities. The Union also points out that its proposal conforms with another of the "factors considered" in the legislation (Sec. 111.70(4)(cm)7.) which relates to "overall compensation presently received by the municipal employees. . ." Although the Union agrees that a dollar figure was included in agreements before 1978, the term "full cost" has been used in the agreement between the parties in recent years and is also found in the agreement between the same parties covering the police unit.

The Union's principal argument on the issue of the cash pay out of the sick leave accruals for retired employees is that the Union accepted the wording proposed by the City in the 1978 negotiations in exchange for dropping a much more favorable sick leave policy. (Under the old sick leave policy employees were entitled to one week of sick leave for each year of employment. Whether or not any sick leave had been taken, the entire amount was restored at the beginning of each year, supplemented by the additional accrual of one week for the previous year.) It is the Union's position that since the wording that has been in the agreement since 1978 had been proposed by the City, the City has little standing to propose removal of the phrase concerning optional cash pay outs. In response to the City's argument that the cash pay out feature

had been included by the City's then paid negotiator and had not been favored by the City Council, the Union points out that the same wording occurs in the agreement covering the police unit even though that agreement was negotiated a year after the Council had presumably expressed its disapproval of this feature. The Union also argues that the option of a cash pay out is equitable for the reason that in some cases the retired employees' spouses have insurance to cover these risks after retirement. The benefit, as it is now worded, was intended to provide employees with an incentive not to abuse sick leave. Elimination of the option of a cash pay out would reduce that incentive. Although the Union does not produce evidence of occurrence of this feature in labor agreements in comparable communities, it does emphasize that it is now included in the current City of Monona-Teamsters agreement covering the police officers. In terms of the "factors considered" in the legislation, it is also a benefit "currently received" by these employees.

The City's Position

To support its position on the issue of expressing a dollar figure for the cost of group insurance, the City makes several arguments. In the first place, the City believes that as a matter of principle the members of the unit ought to be aware of and understand the cost of this benefit, which is costing the City 40 per cent more this year than last year. Furthermore, this has been the City's position on the issue ever since the first labor agreement was negotiated in 1974. From 1974 through 1978 there were one year agreements and the dollar figure was used each time. Because of the three year agreement negotiated for the years 1979, 1980 and 1981, it had been necessary to substitute the term "full cost" for the dollar figure. In these negotiations the Union has insisted on returning to a one year agreement, although the City would have preferred another multi-year agreement. In these circumstances, and for the reason given above, the City believes that the new agreement should have wording that reverts to the former practice of expressing a dollar figure. As indicated in the text of its final offer, the City would add a footnote to the agreement that would contain a sentence whereby the City would agree to continue the historical practice of paying the full cost for medical insurance protection.

The City points out that three of the five comparable labor agreements submitted by the Union to support its position on this issue (those for Oregon, Jefferson and Columbus) are multi-year contracts wherein the parties have used the term "full cost" for the same reason it had been used in the recently expired three year agreement between these parties: because health insurance premiums almost inevitably go up annually and the dollar figure would not be known except in the first year. The City points out also that the Portage agreement provides for payment of only a small portion of the cost of dental coverage, a circumstance not comparable to that of the parties to this dispute on this issue. The City adds that in the case of Stoughton there is no bargaining agent and that the use of the term "full premium" in the letter from the Stoughton City Clerk is irrelevant.

On this issue of comparability the City makes a general comment that comparing only one issue from these agreements is inadequate proof that the Union position should prevail. Labor agreements are all negotiated under different environments, and varying conditions result from those negotiations. In order to prove its point the Union should be required to demonstrate overall comparability of conditions in the jurisdictions it has chosen for comparison.

On the issue of the option of taking cash at the time of retirement for accumulated sick leave the City presented testimony at the hearing purporting to show that this benefit had been included in settlement of the previous contract by the City's paid outside negotiator and that City Council members had considered it to be a mistake on the City's part and a concession that they had not authorized the paid negotiator to make. The City believes that it is not a provision that should be continued for the reason that it may tempt some retiring employees to take cash and be left without insurance coverage. On this issue there is no comparable community that has this benefit. In the view of the City it should be eliminated.

The City views its job security offer as a bonus. It is a substantial concession in this time of budget deficits, and its desirability from the standpoint of the Union was demonstrated by the Union's effort at the hearing to get the City to agree to an amended Union final offer that would have included the same provision.

Finally, the City argues that it made many concessions in the earlier bargaining, including the concession of a one year agreement, an increase in minimum pay for overtime, an extension of supplemental benefits to spouses if employees die while employed by the City, increases in vacation benefits and in bereavement pay coverage and allowances, an increase in longevity, and provision for jury duty leave. These were almost all concessions made at the request of the Union. In exchange it is reasonable for the City to obtain the two small concessions represented by the wording in its final offer.

Opinion

Although the City obviously feels strongly that its position on these issues should be upheld, it is well to point out that neither of the two principal issues in the City's final offer appears to have any money cost during the term of this agreement, and only the job security provision proposed by the City implies a potential cost to the City.

There is very little support for the City's position on the issue of whether the dollar figure or the term "full cost" will be used in the agreement. While it is true that there is precedent in the earlier one year agreements for using the dollar figure, the City has not been able to refute the Union's argument that "full cost" is the wording that has existed in the recent agreement and therefore conforms with statutory factor Sec. 111.70(4)(cm)7.f., "the overall compensation presently received by the municipal employes. . ." (Emphasis supplied) And even though the City points out that the terms "full cost," "full premium," and "100 per cent of premium" in three of the five labor agreements presented by the Union (Jefferson, Columbus, and Oregon) are used because they are multiyear agreements, it is also true that the term "full cost" is used in the two agreements that cover only one year (Portage and Baraboo). So, although the evidence presented by the Union may not seem overwhelming in support of use of the term "full cost" or its equivalent, there was no evidence at all presented to indicate that dollar figures are used in any comparable communities, whether the agreements are for a single year or are multiyear.

I am sympathetic with the City's position on the cash option issue and agree that employees may be better protected if they are not allowed to opt for cash payments. In future negotiations I would hope that the parties could agree to grandfather the clause out. In these negotiations, however, the City's position is not well-supported. Despite the City Council's apparent regret that the previous paid negotiator had been mistakenly

allowed to include this provision in the three year agreement, it still must be viewed as having been the City's proposal. It is also significant, as the Union points out, that the same provision was included in the police unit agreement that was negotiated one year later and in negotiations that did not make use of the outside paid negotiator. So although I agree with the City that the cash option may not be wise public policy, the Union is on very solid ground when it argues in these proceedings that the option was proposed by the City and accepted by the Union in the previous contract as a quid pro quo for giving up a much more desirable sick leave policy. In these circumstances an arbitrator would have little rationale for accepting the City's position on this issue.

It appears to the mediator-arbitrator that the job security clause is not an issue that can influence the overall award. No testimony on this issue was adduced at the hearing. While it would be an important benefit for the employees in the unit, it cannot overcome the greater weight of the other two issues.

I have carefully considered all the factors under Sec. 111.70 (4)(cm)7. Those that have essential relevance to this proceeding are subparagraphs d. and f., which cover conditions in comparable communities and overall compensation presently received by these municipal employees. In applying these factors the Union's final offer better satisfies the legislative requirements.

AWARD

The final offer of the Union is chosen as the award in this proceeding.

Dated: August 3, 1982
at Madison, Wisconsin

Signed: 

David B. Johnson
Mediator-Arbitrator

CITY OF



MONONA

5211 SCHLUTER ROAD ■ MONONA, WISCONSIN 53716
AREA CODE 608 / 222-2525

April 29, 1982

RECEIVED

MAY 6 1982

Mr. Mike Spencer
c/o Teamsters 695
1314 North Stoughton Road
Madison, Wisconsin 53714

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

Dear Mr. Spencer:

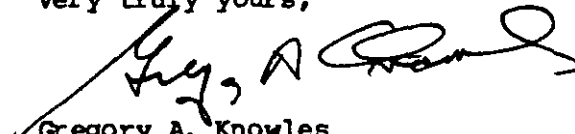
The City is in receipt of your letter of April 15, 1982. We feel that the best way to handle the oversight which led to a misunderstanding of your April 7th offer is to accept your letter of April 15, 1982 as an amendment to your final offer. You will note from our amended final offer (attached) that we have agreed to reinstate the previously approved language for Article 33.

You will also note a change in the City's position relative to Article 20-Health and Welfare. You should be aware that this amendment was accepted by the City and incorporated herein after being orally presented by one of your union stewards this past week. The delay in responding to your letter of April 15, 1982 was occasioned by the need to evaluate and respond to your steward's proposal.

The City of Monona feels that we are extremely close to settling our minor differences without the need to continue the mediation-arbitration process. It appears that we are in agreement on everything except Article 20, Article 21, and a new job security article. Since our movement on Article 20 was suggested by your steward, and since our proposed Article 21 was previously agreed to, I would hope we might be able to bring these matters to our respective constituencies in the near future. I hope you feel the same.

If you have any further questions, or need any clarifications, please feel free to contact me.

Very truly yours,


Gregory A. Knowles
City Administrator

1 attachment
cc: Mayor Robert Olson
Colleen Burns, WERC

POLICE DEPARTMENT
5211 Schluter Road
222-2535

COMMUNITY CENTER
1011 Nichols Road
222-4167

LIBRARY
1000 Nichols Road
222-6127

FIRE DEPARTMENT
5211 Schluter Road
Bus Off 222-2525

Revised: April 7, 1982
Amended: April 9, 1982
Amended: April 28, 1982

AMENDMENT TO PUBLIC WORKS AGREEMENT 1982

(Council Proposal)

ARTICLE 19 - COMPENSATION AND WORKWEEK

Section 1. (a) Hourly rates.

	<u>Hire</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
1981 Pay Rate	\$6.80	\$6.99	\$7.18	\$7.37
January 1, 1982	7.00	7.40	7.61	7.82

(b) Hourly rate reopener: Either party may reopen this Agreement on or before August 31, 1980; for the sole purpose of adjusting hourly rates provided in paragraph (a) hereinafter. The party desiring to reopen shall do so in writing mailed to the other party. Any adjustment made in hourly rates for the year 1981 shall be effective on January 1, 1981; unless the parties agree to some other date. All other terms and provisions of this Agreement shall remain unchanged and shall be in effect when this reopener is invoked pursuant to Article 33 - TERMINATION.

Section 5. Other payments. All employees shall respond to a call to work outside of their regular schedule of hours by the Employer. A minimum of 2 hours at time and one-half (1-1/2) shall be granted to any employee who reports outside his regular schedule of hours and is sent home, provided an employee who is required to report early to his shift shall be compensated for extra time worked at time and one-half (1-1/2) rate.

There shall be a one two (2) hour minimum at time and one-half (1-1/2) for (a) checking sanitary sewer and water alarms, (b) checking sanitary sewer back-up calls, and (c) minor repairs to police squad cars.

ARTICLE 20 - HEALTH AND WELFARE*

The Employer agrees to pay \$68.47 the full cost for a dental, group hospital, surgical and major medical insurance plan for a single employee covered by this Agreement or its equivalent. Employer also agrees to pay the full cost \$190.74 for a dental, group hospital, surgical and major medical insurance plan for a married employee with dependent coverage (Family Plan) or its equivalent. The health insurance policy shall have a \$100.00 \$250.00 deductible for each hospital inpatient. The Employer shall pay each \$100.00 \$250.00 deductible. The dental plan available for other non unit employees shall be furnished by the Employer to employees and their dependents at no cost to the employee. The current dental plan or its equivalent shall be furnished by the Employer to unit employees and their dependents.

* Historically, since the inception of collective bargaining in 1974, the City of Monona (Employer) has paid the full cost for medical insurance protection. When dental protection was added to the contract, this historical precedent continued. However, in all contracts, except for the present multi-year contract, the specific cost of that protection was written into the contract. Because of the multi-year nature of the existing contract, it was not possible to include specific dollar amounts. However, it is also historic that the cost of such insurance protection, and any increases, have been negotiated for each contract, and considered part of the wage and benefits package. The Employer agrees to continue this historical practice.

ARTICLE 21 - SUPPLEMENTAL BENEFITS

B. Retirement benefits:

Section 1. Employees who retire from qualified service with the Employer shall be entitled to continue participation in the Employer's then existing health and welfare plan, as outlined in the then Article 20 -HEALTH AND WELFARE, on a basis provided in such plan. In the event of death after retirement under Article 25 - RETIREMENT PLAN, or in the event of death while actively employed by the City of Monona, the employee's surviving spouse shall be eligible for the benefit. The Employer shall pay the cost of the appropriate coverage under such plan for a period equal to the number of monthly premiums totaling the dollar value of the retiree's reserve credit earned but not taken by such retiree computed on the basis of his then wage by such retiree at retirement. Any fractional amounts remaining in the retiree's earned but not taken reserve credit may be applied to purchase an additional month's insurance coverage or be paid in cash to the retiree at his option. Thereafter, the retiree may elect to continue appropriate insurance coverage if available at his option and expense in the then existing Employer plan. If no insurance is available at the retirement of the employee as a result of law, rule, regulation or the Contract with the carrier or insuring entity, or if the employee prefers in lieu of the insurance options, the employee shall receive a deferred distribution of such value in seventy-two (72) equal monthly installments without interest.

ARTICLE 23 - VACATIONS

Section 1. All employees covered by this Agreement shall be entitled a vacation with pay as follows:

- A. Upon completion of 1 year and through 2 years, 40 hours.
- B. Upon completion of 2 years and each year thereafter through 9 years, 80 hours.
- C. Upon completion of 9 years and each year thereafter through ~~18~~ 16 years, 120 hours.
- D. Upon completion of ~~18~~ 16 years and each year thereafter, 160 hours.

ARTICLE 24 - BEREAVEMENT PAY

Section 1. Each employee shall be allowed up to three (3) days leave in case of the death of his spouse, either of his parents or step-parents, either of his spouse's parents or step-parents, any of his children or step-children ~~living in the same house as the employee~~ and up to one (1) three (3) days for his brothers or sisters, grandparents or grandchildren and spouse's grandparents or grandchildren. Leave is to be taken in eight (8) hour increments, and only if scheduled workdays are involved.

Effective January 1, 1980, each employee shall be allowed one (1) day leave in case of death of his grandparents or grandchildren and spouse's grandparents or grandchildren.

If additional time is requested by the Employee, and if approved by the Employer, such time shall be charged against accumulated sick leave.

ARTICLE 26 - LONGEVITY

In addition to regular compensation, employees shall receive longevity pay of ~~\$15.00~~ \$20.00 per year of service after 5 years of service up to 16 years; then ~~\$18.00~~ \$25.00 per year of service, up to 20 years of service, payable once annually on December 1. Longevity shall commence from date of hire when paid as provided above.

NEW ARTICLE - JURY SERVICE LEAVE

Employees who are called for jury service in any court of the State of Wisconsin or of the United States shall be granted a leave of absence to serve as juror. Such employees shall be entitled to the option of either receiving their jury duty pay or receiving their regular straight time pay from the City. If the employee chooses to receive the regular straight time pay from the City, the full amount of jury duty pay, including all expenses other than mileage, shall be reimbursed to the City by the employee.

NEW ARTICLE - JOB SECURITY

Due solely to the economic climate in the United States and Southern Wisconsin, the employer agrees to provide job security to its employees by withholding its right to layoff its unit employees through December 31, 1982. This Article is not intended to prohibit the rights of the employer to discharge employees for noneconomic reasons. It is the intention of this Article to provide job security for the year 1982 and no other; and, as such, this Article will be deemed null and void and of no force or consequence as of the day following December 31, 1982.

ARTICLE 33 - TERMINATION

Section 1. This Agreement shall become effective January 1, 1979 1982, and shall remain in effect until and including December 31, 1981 1982, and shall be automatically renewed from year to year thereafter, unless negotiations are initiated by either party prior to August 1, 1981 1982, or any first day of August of any effective year of this Agreement thereafter, or unless superseded by a subsequent Agreement. Any automatic extension of this Agreement may be terminated by either party upon at least 30 days written notice. Retroactivity of a subsequent contract shall not be an issue in negotiations unless either party has terminated this Agreement or any extension thereof.

ADDENDUM B



**DRIVERS, SALESMEN, WAREHOUSEMEN, MILK PROCESSORS,
CANNERY, DAIRY EMPLOYEES and HELPERS UNION**

Local 695

1314 N. Stoughton Rd — Madison, Wis. 53714 — Phone 244-6207

LAW ENFORCEMENT
AND
PUBLIC EMPLOYEES DIVISION

April 15, 1982

RECEIVED

APR 19 1982

Mr. Gregory A. Knowles
City Administrator
City of Monona
5211 Schluter Road
Monona, Wisconsin 53716

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

Dear Mr. Knowles:

Please be advised that the Union's final offer will remain the same, except for the termination clause, which should have remained as is in the current Contract. Article 33, Section 1 should read as follows:

This Agreement shall become effective January 1, 1982 and shall remain in effect until and including December 31, 1982, and shall be automatically renewed from year to year thereafter, unless negotiations are initiated by either party prior to August 1, 1982, or any first day of August of any effective year of this Agreement thereafter, or unless superseded by a subsequent Agreement. Any automatic extension of this Agreement may be terminated by either party upon at least thirty (30) days' written notice. Retroactivity of a subsequent contract shall not be an issue in negotiations unless either party has terminated this Agreement or any extension thereof.

It was my intent just to show you that we agreed with a one (1) year settlement and not to change the language.

Yours truly,

TEAMSTERS UNION LOCAL NO. 695

Michael Spender/bj
Michael Spender
Business Representative

MS:bj

cc: *Ms.* Coleen Burns



**DRIVERS, SALESMEN, WAREHOUSEMEN, MILK PROCESSORS,
CANNERY, DAIRY EMPLOYEES and HELPERS UNION** Affiliated with I.A.T.C.W. & H. of A.

Local 695

1314 N. Stoughton Rd — Madison, Wis. 53714 — Phone 244-6207

LAW ENFORCEMENT
AND
PUBLIC EMPLOYEES DIVISION

RECEIVED

April 8, 1982

APR 12 1982

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

Coleen A. Burns
Investigator
Wisconsin Employment Relations Commission
P.O. Box 7870
Madison, Wisconsin 53707-7870

RE: City of Monona (Department of
Public Works)
Case XIV No. 28942 MED/ARB-1457

Dear Ms. Burns:

Enclosed please find a copy of the Union's final offer with regard to the above case.

Please call me if you have any questions.

Yours truly,

TEAMSTERS UNION LOCAL NO. 695

Michael Spender
Michael Spender
Business Representative

MS:bj

Enclosure

UNION'S FINAL OFFER

APR 12 1982

FOR THE CITY OF MONONA, DPW, AGREEMENT

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

APRIL 7, 1982

ARTICLE 19 - COMPENSATION AND WORKWEEK

Section 1. (a) Hourly Rates.

	<u>Hire</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
January 1, 1982	\$7.00	7.40	7.61	7.82
July 1, 1982	7.30	7.55	7.75	7.96

Section 5. Other Payments. (Second paragraph)

There shall be a ~~one~~ two (2) hour minimum at time and one-half (1½) for (a) checking sanitary sewer and water alarms, (b) checking sanitary sewer back-up calls, and (c) minor repairs to police squad cars.

ARTICLE 20 - HEALTH AND WELFARE

The Employer agrees to pay the full cost for a group hospital, surgical and major medical insurance plan for a single employee covered by this Agreement or its equivalent. Employer also agrees to pay the full cost for a group hospital, surgical and major medical insurance plan for a married employee with dependent coverage (Family Plan) or its equivalent. The health insurance policy shall have a ~~\$100.00~~ \$250.00 deductible for each hospital in-patient. The Employer shall pay each ~~\$100.00~~ \$250.00 deductible. The dental plan available for other non-unit employees shall be furnished by the Employer to employees and their dependents at no cost to the employee.

ARTICLE 21 - SUPPLEMENTAL BENEFITS

B. Retirement Benefits:

Section 1. Employees who retire from qualified service with the Employer shall be entitled to continue participation in the Employer's then existing health and welfare plan, as outlined in the then Article 20 - HEALTH AND WELFARE, on a basis provided in such plan. In the event of death after retirement under Article 25 - RETIREMENT PLAN, or in the event of death while actively employed by the City of Monona, the employee's surviving spouse shall be eligible for the benefit. The Employer shall pay the cost of the appropriate coverage under such plan for a period equal to the number of monthly premiums totaling the dollar value of the retiree's reserve credit earned but not taken by such retiree computed on the basis of his then wage ~~by such retiree~~ at retirement. Any fractional amounts remaining in the retiree's earned but not taken reserve credit may be applied to purchase an additional month's insurance coverage or be paid in cash to the retiree at his option. Thereafter, the retiree may elect to continue appropriate insurance coverage if available at his option and expense in the then existing Employer plan. If no insurance is available at the retirement of the employee as a result of law, rule, regulation or the Contract with the carrier or insuring entity, or if the employee prefers in lieu of the insurance options, the employee shall receive a deferred distribution of such value in seventy-two (72) equal monthly installments without interest.

ARTICLE 23 - VACATIONS

Section 1. All employees covered by this Agreement shall be entitled a vacation with pay as follows:

- A. Upon completion of 1 year and through 2 years, 40 hours.
- B. Upon completion of 2 years and each year thereafter through 9 years, 80 hours.
- C. Upon completion of 9 years and each year thereafter through ~~±8~~ 16 years, 120 hours.
- D. Upon completion of ~~±8~~ 16 years and each year thereafter, 160 hours.

ARTICLE 24 - BEREAVEMENT PAY

Section 1. Each employee shall be allowed up to three (3) days leave in case of the death of his spouse, either of his parents or step-parents, either of his spouse's parents or step-parents, any of his children or step-children, brothers or sisters, grandparents or grandchildren and spouse's grandparents or grandchildren. Leave is to be taken in eight (8) hour increments, and only if scheduled workdays are involved.

If additional time is requested by the employee, and if approved by the Employer, such time shall be charged against accumulated sick leave.

ARTICLE 26 - LONGEVITY

In addition to regular compensation, employees shall receive longevity pay of ~~±5-00~~ \$20.00 per year of service after 5 years of service up to 16 years; then ~~±8-00~~ \$25.00 per year of service, up to 20 years of service, payable once annually on December 1. Longevity shall commence from date of hire when paid as provided above.

NLW ARTICLE - JURY SERVICE LEAVE

Employees who are called for jury service in any court of the State of Wisconsin or of the United States shall be granted a leave of absence to serve as juror. Such employees shall be entitled to the option of either receiving their jury duty pay or receiving their regular straight time pay from the City. If the employee chooses to receive the regular straight time pay from the City, the full amount of jury duty pay, including all expenses other than mileage, shall be reimbursed to the City by the employee.

ARTICLE 33 - TERMINATION

Section 1. The Agreement shall be in effect from January 1, 1982 until and including December 31, 1982.