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In the matter of the petition of:

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

THE CITY OF BROOKFIELD  
LIBRARY EMPLOYEES, LOCAL 20,  
WCCME, AFSCME, AFL-CIO

Decision No. 19859-A

To initiate arbitration between  
said petitioner and

THE CITY OF BROOKFIELD

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Appearances: Richard W. Abelson, Staff Representative, for the Union  
Tom Hayes, Attorney at Law, for the Employer

The City of Brookfield Library Employees, Local 20, WCCME, AFSCME, AFL-CIO, hereinafter referred to as the Union, filed a petition with the Wisconsin Employment Relations Commission, hereinafter referred to as the Commission, on July 18, 1982 alleging that an impasse existed between it and the City of Brookfield, hereinafter referred to as the Employer, in their collective bargaining and it requested the Commission to initiate mediation/arbitration pursuant to Section 111.70(4)(cm)6 of the Municipal Employment Relations Act. At all times material herein the Union has been and is the exclusive collective bargaining representative of certain employees of the Employer and the collective bargaining unit consisting of all professional and nonprofessional library employees working 20 hours or more.

On August 24, 1981 the parties exchanged their initial proposals on matters to be included in the new collective bargaining agreement. The parties met on nine occasions in an effort to reach an accord on a new collective bargaining agreement and eventually the Union filed its petition requesting mediation/arbitration. On February 15, March 2, and April 7, 1982 a member of the Commission's staff conducted an investigation which reflected that the parties were deadlocked in their negotiations and by August 3, 1982 the parties submitted their final offers and the investigator notified them that the investigation was closed. The investigator advised the Commission that the parties remained at impasse. The Commission certified that the conditions precedent to the initiation of mediation/arbitration had been met and ordered that the parties select a mediator/arbitrator within ten days from a panel submitted by it. On being advised that the parties had selected Zel S. Rice II as the

mediator/arbitrator the Commission issued an order on September 15, 1982 appointing him as the mediator/arbitrator to endeavor to mediate the issues in dispute and should such endeavor not result in the resolution of the impasse between the parties to issue a final and binding award to resolve said impasse by selecting either the total final offer of the Union or the total final offer of the Employer.

Mediation sessions were conducted with the parties on November 22, November 23, December 10, December 29, and January 13. A substantial number of issues were resolved and the parties mutually agreed to submit amended final offers. The Union's amended final offer is attached hereto and marked Exhibit "A" and the Employer's corrected final offer is attached hereto and marked Exhibit "B". A hearing was conducted on July 26, at which the parties were given an opportunity to present evidence.

The Union's final offer defines a temporary/casual employee to be one who is hired for a specific period of time not to exceed 60 days or to perform a specific project and who will be separated from the payroll at the end of such period or project. The 60 day limitation would not apply to a temporary employee hired to perform the duties of a regular employee who is absent due to a specific injury, illness or approved leave of absence. It contains a fair share provision requiring the Employer to deduct from the paycheck of each employee an amount certified as the uniform dues required of all members. The Union's final offer defines seniority as the date an employee is employed or re-employed in a regular full time position. A part time employee would accrue one month seniority for each 162½ hours worked. The seniority of an employee in respect to qualifications for benefits would be the date of the first continuous employment for full time employees and accrued seniority for part time employees. The Union's proposal contains a layoff and recall provision providing that the senior employee shall be the first person laid off in the professional group and in the nonprofessional group. The last person laid off shall be the first person re-employed if capable of performing the available work. It prohibits the assignment of bargaining unit work to employees outside of the bargaining unit while regular employees are on layoff. The Union's proposal provides that the Employer has the right to change insurance carriers or

self-insure if the benefits of the policy are not diminished below those set forth in a brochure entitled group health protection for employees of the City of Brookfield-Blue Cross and Surgical Blue Shield and the Union is notified at least 60 days in advance of any contemplated change and is permitted to discuss the changes. It would prohibit the Employer from changing to an insurance carrier or administrator that had not been providing similar coverage in Wisconsin for at least 5 years and had a reputation for slow or unjust handling of claims and had not been accepted as an insurer by Metropolitan Milwaukee Hospital, Clinic or medical group. The Union's proposal on management rights provides that the management of the work and the direction of the working force, including the right to hire, promote, demote or suspend or otherwise discharge for proper cause and the right to relieve employees from duty because of lack of work or other legitimate reasons, is vested in the Employer. It provides that if any action taken by the Employer is proven not to be justified the employee shall receive all wages and benefits due him for such period involved in the matter and it permits the Employer to adopt reasonable rules and to amend them from time to time. Any rights or privileges not specifically delegated or modified by the collective bargaining agreement would be retained by the Employer. The Union proposed that the collective bargaining agreement would become effective January 1, 1982 and remain in full force and effect until December 31, 1983. The payment of all retroactive wages and fringe benefits would be limited to those employees who were actively on the payroll on January 1, 1983, those employees who were laid off after January 1, 1982, those employees who worked more than 75 percent of the calendar year of 1982 and those employees who were hired after January 1, 1983. The Union's proposal provides that seasonal, temporary and casual employees should not work overtime unless all regular employees were on overtime or unavailable for work. The Union proposed a classification system consisting of the classifications of Librarian,

have a salary of \$9.21 per hour after one year. The Tech II would have a starting salary beginning January 1, 1982 of \$5.15 per hour. It would increase to \$5.58 an hour after six months and to \$6.00 per hour after one year. On January 1, 1983 the starting salary for a Tech II would be \$5.51 an hour and it would increase to \$5.97 an hour after six months. After one year of employment the Tech II would receive a salary of \$6.42 per hour. The Tech I/Part-Time A would receive a starting salary of \$4.94 an hour beginning January 1, 1982. After six months the Tech I/Part-Time A would receive \$5.33 per hour and the rate would increase to \$5.75 per hour after one year of employment. Beginning January 1, 1983 the starting salary for a Tech I/Part-Time A would be \$5.29 per hour and it would increase to \$5.70 an hour after six months. After one year of employment the Tech I/Part-Time A would receive \$6.15 an hour. The Union proposed that beginning on January 1, 1982 the Part-Time B employee would start at \$4.45 an hour and increase to \$4.80 per hour after six months and \$5.15 per hour after one year. On January 1, 1983 the starting salary for a Part-Time B employee would be \$4.76 an hour and it would increase to \$5.14 an hour after six months and \$5.51 an hour after one year. The Union's offer proposed that one employee, Farnham, be placed in an "off schedule" position and her salary would be \$6.15 an hour effective January 1, 1983 and \$6.58 an hour effective January 1, 1983. Farnham has been in a lay off status since some time in 1982. Helm and Wegener would be in the Librarian classification at the after one year step. Ihn and Collins would be in the Tech II classification and at the after one year step. Stegelman, Reineman and Kusic would be in the Tech I/Part Time A classification and at the after one year step. Nuenfeldt would be in the Part-Time B classification and at the after one year step.

The Employer's amended final offer defines a temporary/casual employee to be one who is hired for a specific period of time not to exceed 75 days or to perform a specific project and who will be separated from the payroll at the end of such period or project. The 75 day limitation would not apply to a temporary employee hired to replace a regular employee who is absent due to injury or illness. The Employer's proposal establishes three classifications. They are Librarian, Technician-Full Time and Technician Part-Time. Beginning on January 1, 1982 a librarian would start at \$7.77 an hour. After six months the rate

would increase to \$8.20 an hour and after one year it would be \$8.61 an hour. Beginning on January 1, 1983 the starting rate for a Librarian would be \$8.31 an hour and it would increase to \$8.77 an hour after six months. After one year the rate for a Librarian would be \$9.21. A Technician-Full Time would start at \$5.15 an hour beginning on January 1, 1982. The rate would increase to \$5.58 after six months and \$6.00 per hour after one year. Beginning on January 1, 1983 the starting rate for a Technician-Full Time would be \$5.51 and it would increase to \$5.97 after six months. After one year the Technician-Full Time rate would be \$6.42 an hour. The Technician-Part Time rate on January 1, 1982 would start at \$4.45 an hour and would increase to \$4.80 per hour after six months. After one year the Technician-Part Time rate would be \$5.15 an hour. On January 1, 1983 the starting rate for a Technician-Part Time would be \$4.76 and it would increase to \$5.14 after six months. After one year it would increase to \$5.51. The Employer's offer includes language that employees are required to perform any assignment that can be fairly construed as within the classification and which is customarily or ordinarily performed by employees in such classifications even if the particular assignment may not be specifically referred to in the job description. The Employer's proposal recognizes the fair share principal and that all employees in the bargaining unit should be required to pay their proportionate share of the cost of representation. It provides that no employee shall be required to join the Union but membership shall be made available to all who apply. The Employer would deduct from the paycheck of each employee an amount certified by the Union as uniform dues required of all union members in the bargaining unit. The deduction would commence one month following the completion of the employees initial probationary period. The Employer's final offer defines seniority. It states that the date an employee is employed or re-employed in a regular full time or part time position will become his service date and the service date of an employee in respect to qualification for benefits will be the date of first continuous employment or latest date of re-employment. It provides that the service rights of an employee shall continue to accumulate during military leave, sick leave and absence because of injury in the course of employment when drawing workers compensation. The Employer's final offer includes a layoff and recall provision which provides that layoff shall be by job classification and in the reverse order of the total

length of service with the Employer. Length of service is defined as the period of time back to the date of hire. It provides that when the work hours of a particular employee within a classification are to be reduced the employee involved shall be given the opportunity to work the reduced schedule. If the employee does not elect to accept the reduced schedule that employee shall be on layoff and an employee of lesser service may be placed on the reduced work schedule. In the event that a vacancy occurs for which an employee on layoff is qualified within two years of layoff the employee on layoff shall be offered an opportunity to fill the vacancy. The Employer's final offer proposes that it shall have the right to change insurance carriers or self-insure when the benefits of the policy are not diminished below those recited in the group health protection program for employees of the City of Brookfield-Blue Cross Surgical Care Blue Shield. It provides that the Union is to be notified at least 60 days in advance of any contemplated changes and it can bargain on such changes. The Employer would not change to an insurance carrier or administrator in the case of self-insurance who has a reputation for slow and unjust handling of claims and has not been accepted as insurer by Metropolitan Hospital, Clinic or medical group. The Employer's final offer includes a management rights proposal that provides that the management of the work and the direction of the working forces including the right to hire, promote, demote, suspend, discharge for proper cause, terminate or reduce employment because of lack of work or funds or other reasons reasonably require overtime work determine when the facilities are to be open to serve users and to be staffed are vested in the Employer. It permits the Employer to adopt reasonable rules and regulation and amend the same from time to time. It recognizes the Employer's statutory and charter rights and obligations in contracting for matters relating to municipal operations and vests the right of contracting or subcontracting exclusively in the Employer. Under the Employer's proposal the agreement would be for a term commencing on January 1, 1982 for employees on the payroll at the date of execution for employees laid off after January 1, 1982 and for employees who work more than 75 percent of the year 1982. The agreement would end on December 31, 1983.

The economic differences between the final offers of the Employer and the Union are insignificant. Both proposals include the same salary schedule for

both years for the classification of Librarian. The Union proposes the same salary schedule for both years for the classification of Tech II that the Employer's proposes for the classification of Technician-Full Time. The Employer's final offer does not include a proposal for the classification of Tech I/Part-Time A nor does it include a provision for an off schedule employee. Its Technician-Part Time salary is the same for both 1982 and 1983 as the Union's Part-Time B salary. The Employer's final offer does not make a reference to where any of the employees would be placed on the salary schedule. In its presentation the Employer indicated that like the Union it would place Helm and Wegener in the classification of librarian. Under either proposal their salaries would be the same. The Employer would place Kusic and Stegelman in the Technician-Full Time classification along with Collins and Ihn. Collins and Ihn would receive the same rate of pay under the Employer's classification as they would under the Union classification system. Kusic and Stegelman would be in a higher classification under the Employer's proposal and would receive a higher rate of pay than they would under the Union's proposal. The Employer would put Neuenfeldt and Reineman in the classification of Technician-Part Time while the Union would place Kusic and Reineman in the Tech I/Part Time A classification and Neuenfeldt in the Part-Time B classification. Under the Union's proposal Reineman would receive a higher rate of pay than under the Employer's proposal while Neuenfeldt would receive the same rate of pay under either proposal.

The primary issues involved in this dispute include the classifications to which the various employees will be assigned, seniority and its definition, and layoff and recall language. While the management rights might be considered an important issue, the difference between the parties' positions is inconsequential. The issue between the parties involving changing insurance carriers has some significance.

The Employer's library is a reading and circulating library and it has about 80,000 volumes. The circulation exceeds a quarter of a million volumes a year. The library has non-summer and summer hours and during the non-summer hours the library is open to the public six days of the week for 48½ hours. During that period the library is staffed 60½ hours per week. During the summer the library

is open fewer hours and the staffing hours are decreased because the library is not open or staffed on Saturday.

Currently there are six employees in the non-professional classifications proposed by the Employer and the Union. Collins was employed on November 1, 1978 and works 37½ hours per week. Her rate of pay would be the same under the proposal of either the Union or the Employer. Ihn was employed on June 1, 1979 and works 37½ hours per week and her rate of pay would be the same under the proposal of either the Union or the Employer. Kusic was employed on June 14, 1976 and works 32 hours per week. Her rate of pay would be \$6.42 per hour under the Employer's proposal and \$6.15 per hour under the Union's proposal. Neuenfeldt was employed on August 21, 1977 and works 28 hours per week. Her rate of pay would be \$5.51 per hour under the proposal of either the Union or the Employer. Reineman was first employed on March 7, 1977 and she works 25 hour per week. She would receive \$5.51 per hour under the Employer's proposal and \$6.15 under the proposal of the Union. Stegglemen was first employed on February 26, 1969 and works 30 hours per week. She would receive \$6.42 per hour under the Employer's proposal and \$6.15 per hour under the proposal of the Union. Adell Peters is in the classification of Librarian and her date of hire was March 21, 1983. She works 37½ hour per week and receives \$7.77 an hour. Under the proposal of both the Employer or the Union her rate of pay would be increased to \$8.31 per hour. The Employer has two part time librarians. They are Karen Boettcher, who was first employed on May 10, 1983 and works 19 hours per week, and Sue Kendall who was first employed on December 21, 1982 and works 19 hours per week. Neither of them are included in the bargaining unit. Boettcher now receives \$8.25 an hour and Kendall receives \$7.75 an hour. The Employer has one Technician-Part Time who works less than 20 hours per week and is not in the bargaining unit. She was employed on July 24, 19879 and works 18 hours per week. Her rate of pay is \$4.55 an hour. The Employer has seven employees in the classification of Page. Two of those employees work 20 hours per week and should be included in the bargaining unit according to the certification. Neither the Employer nor the Union seems to consider them as part of the bargaining unit because they do not propose to place them in any of the bargaining unit classifications. Those two employees are Lori Bleinegel who was



hired on September 4, 1980 and is paid \$3.60 an hour and Mary Alice Hewes who was hired on December 19, 1979 and is paid \$3.60 an hour. The remaining five pages work less than 20 hours per week and should not be included in the bargaining unit. The Employer also has two employees who are considered summer help and each of them works 37 1/2 hours per week. One is paid \$4.25 an hour while another is paid \$3.95 an hour.

The library is 1,900 square feet and contains 80,000 volumes. The current building is ten years old. The library began in 1959 operating out of the city hall until 1973 when its current quarters were built. The volumes span broad areas. Approximately one third of the library is fiction and two thirds is non-fiction. The library has a periodical collection of 232 titles. It has seating for 107 people and a circulation desk with three stations. It has issued 16,000 library cards and has an annual circulation of over 300,000.

Beginning in 1979 the library has been automated and the bibliography and circulation system have been tied into the SEWRPAC computer. All of the library holdings and materials are on that computer. Prior to the automation the Employer had a manual system, but the conversion to automation is 99 percent complete. The Employer hired seasonal help in the summer for eight year although it did not do so during 1982 because there were not enough funds. The summer help assisted the summer children's program and in discarding old and unused books.

In December of 1981 the Employer had nine regular employees and eleven part time employees. Those numbers did not include pages. As a result of automation the regular employees have been reduced to seven and the part time employees have been reduced to five for a total of twelve employees not including the pages. The pages are usually students but occasionally they are adults. The summer help is considered temporary help.

The work schedule is developed on a library use pattern. An attempt is made to staff the library for the periods of heaviest use. The work schedule is posted one month prior to a change from the winter schedule to the summer schedule and vice versa. The changes are posted May 1st and August 1st. All employees submit their vacation proposals but only one employee is permitted to

be on vacation at any one time. The Employer staffs for illnesses by having someone from another position fill in or else it gets temporary help. The library provides information for the community for a variety of uses. It provides access to the building during the hours that the majority of the citizens of the community can use it. The employees are required to select and purchase books and process them and make them available for use. The circulation service is designed to make available to the public the material in the library and to make certain that the material is returned. The employees included in the bargaining unit are both professional and nonprofessional. The professional employees have undergraduate and graduate degrees and some expertise in a particular area of work. The professionals are involved with carrying out the goals and objectives of the library. They are involved with the development and maintenance of the collection and the organization and procurement of library materials. They review and select books, catalog them and plan and carry out the services and programs provided by the library. The nonprofessional employees are involved in duties that assist the professionals. They work at the circulation desk and perform nonprofessional duties in collection, procurement and processing. They are involved in filing and checking books in and out. They search the shelves for books and do data entries, library card registration and enter data on books to be cataloged and prepare the books for the shelf. There is not a high degree of specialization among the nonprofessionals and very few of them do only one thing. Most of the nonprofessionals time is spent at the circulation desk. The professional librarian spends some time at the circulation desk, depending on the need. The professional assists in clerical work such as filing and catalog card filing although this is considered nonprofessional work. The temporary employees are used for specialized summer projects, summer help, collection maintenance, covering illness on staff and reducing backlogs of work. This has been a part of the library operation for at least ten years. The temporary employees usually work the length of the project or the illness of an employee.

The job descriptions of the employees are not all inclusive. They set an example of the work and give a general outline of the functions to be performed by the various classifications. The job description provides that an employee

performs related tasks as requested and this gives the Employer a great deal of flexibility. Occasionally an employee has challenged an assignment or told another employee what the duties should be. There has seldom been any overtime in the library and if it was needed the problem was remedied by changing the employees schedule so that there would be no overtime. Part time employees are used to beef up the staff for heavy periods. Most of the pages are students and there is a heavier turn over among

Reference work in libraries is an important professional activity and calls for a substantial amount of judgment. Reclassification of material by nonprofessional employees is a more mechanical project. The librarian makes a decision about which subjects have changed and what classifications should be expanded and what new classifications should be developed. Reference work is normally a professional function although paraprofessionals do some of it.

There are 18 public libraries in the Milwaukee Metropolitan area outside of the City of Milwaukee. Not all of them are comparable in size but they are in the same geographical area in suburban communities. Only four of them are organized by unions and their salaries are tied to the salaries of clerical employees in the city hall. The number of classifications of employees in those libraries vary from as few as two to as high as eight or nine. The classifications are tied to different types of operations depending upon the nature of the service provided by the library. Not all of the libraries in the Milwaukee Metropolitan area provide the same level of service. There is no maximum period for temporary employment and none of the libraries have established a pattern or have any restrictions on the maximum period of temporary employment. Among the four organized libraries the job classification ranges from as low as three to a high of eight and they are all grouped with other classifications of municipal employees. Their job descriptions are not all inclusive and employees usually are required to do things they are told. There is no pattern of restrictions on seasonal, temporary or casual employees working overtime unless the work is offered to regular employees. One library has a collective bargaining agreement that makes reference to avoiding the assignment of overtime to seasonal workers. Three of the library contracts contain no definitive statement on seniority and one contains a reference to proration of seniority for part time service. The

period of protection for reemployment after layoff ranges from a high of three years to a low of one year and all the contracts contain a limit on the protected period for recall. Employees are ordinarily required to keep the Employer advised of their address for reemployment purposes. Bargaining unit work can be assigned to employees outside of the bargaining unit when regular bargaining unit employees are on layoff under all the collective bargaining agreements involving libraries and library personnel step across lines to other departments of the municipal employer. The health insurance language proposed by the Union is unusual to the Brookfield Department of Public Works and is not common language in other collective bargaining agreements.

The Union proposal contains a provision that a temporary/casual employee is one who is hired for a specific period of time not to exceed 60 days or to perform on a specific project and who will be separated from the payroll at the end of such period or project. It would not apply to a temporary employee hired to perform the duties of a regular employee who is absent due to a specific injury, illness or an approved leave of absence. The Employer's collective bargaining agreement with the local union representing employees in its Department of Public Works contains a 60 day limitation on temporary employees. The Union's proposal on the Employer's right to change insurance carriers or self insure is exactly the same as the one the Employer has with the union representing employees in the Department of Public Works including the restriction against changing to an insurance carrier or administrator that has not been providing similar coverage to a sizeable number of insureds in Wisconsin for at least five years. The Union's proposed restriction against permitting seasonal, temporary and casual employees from working overtime unless all regular employees are on overtime or unavailable to work is similar to the restriction on the assignment in overtime in the Employer's collective bargaining agreement with the Union representing its employees in the Department of Public Works. The management rights provision proposed by the Union is exactly the same as the management rights provision in the collective bargaining agreement between the Employer and the Union representing employees in the Department of Public Works.

On May 1, 1981 the Employer had 23 employees in the library. Nine of them were full time employees and two of those nine were supervisory employees and

not included in the bargaining unit. There were five regular part time employees, seven pages and two temporary part time employees. In February of 1981 the Employer prepared job descriptions. The job description for the Library Technical Assistant II outlined the duties of the position. It included assisting in children service programs, book ordering and technical activities and filing tasks. The duties included processing paperback books and audio visual materials and typing out book orders, lists and book cards. The job encompassed supervising, preparing and maintaining patron registration records and assisting the chief of circulation in collection and inventory control. The duties included searching book reserves and checking new card applications and files and charging and receiving books. The position involved assisting in all aspects of work and public relations at the central circulation desk and in information and reference work. The position was required to train and supervise volunteers and to print library publications and bar codes and back up the cataloging functions. There was a catch all requirement that the position would be required to perform tasks as requested by the director. The essential knowledge and abilities required were working knowledge of library methods and procedures in book cataloging and processing, an ability to operate a magnetic tape selectric typewriter-CRT and ability to communicate effectively with staff and public. The essential training and experience for Library Technical Assistant II were a library technical assistant degree or equivalent in training and experience or two years of college and experience in working with young people.

The Employer's job description for the Technical Services Assistant included the duties of acting as assistant to the Technical Services Librarian. The position was required to aid in cataloging by typing catalog cards. The position was required to operate an IBM magnetic tape selectric typewriter and CRT and train back up personnel and be responsible for data entry on the SERWPAC computer. The position was required to aid in selection, maintenance and control including material withdrawal, and assist in circulation and reference desk work. The position was required to aid in the library periodical and serial collection maintenance and assist the chief of circulation in library record keeping. Other duties included assisting in filing as necessary, aiding

the Library Technician Assistant II in processing paperback books, audio visual materials and assist on patron registration procedures. The qualifications required were a thorough understanding of and facility in the use of the materials, processes, apparatus, procedures, equipment, methods, techniques commonly used in the technology and considerable skill in typing, considerable knowledge of library methods and practices, considerable familiarity with broad areas of books and ability to train and supervise assistants. The job description set forth desirable training and experience of library paraprofessional certificate or three years of library experience with technical services background.

The job description for Chief of Circulation prepared by the Employer in February of 1981 set forth the duties of the position as managing the circulation department and being in charge of circulation services, overdue routines, notifications and related procedures. The position was required to maintain book inventory records, complete book withdrawal procedures and file and withdraw material. Other duties included processing collection, management reports, and completing specific bookkeeping functions as required and being in charge of interlibrary loans. The position is required to maintain personnel time records and schedules and act as secretary to the director. Other duties were participating in and supporting library programming, assisting in all aspects of circulation desk work and performing duties as requested by the director. The job qualifications were undergraduate degree or library paraprofessional certificate, basic courses in computer science or experience with automation, courses in library science or appropriate library experience. Other qualifications were the ability to type accurately and rapidly and to operate a CRT. Neatness, initiative and ability to get along with others and to meet the public pleasantly and supervise others was another requirement of the position.

Pat Collins was promoted by the Employer to the classification of Chief of Circulation on February 19, 1981. Part of that time she had been a Library Technician II. Collins prepared a description of her duties and it fits in the classification of Library Technical Assistant II/Chief of Circulation full time position. Examples of her duties and responsibilities include acting as secretary to the director which involved generating the directors managerial reports,

sending minutes and messages to library board members, and typing things as requested by the director. She completes book withdrawal processes which involve updating the shelf list card daily, pulling catalog cards daily, deleting records from the computer weekly and preparing books for selling. She maintains the personnel records for the library and the city hall which include a daily report to city hall on sick leave and vacation days and a bi-weekly report to city hall on the number of hours worked by part time employees and pages. She counts the money and prepares a detailed account for money collected at the library and sends it to the city treasurer each month. She requests interlibrary loan materials from the Milwaukee Public Library and processes those materials on arrival and returns them. She maintains the interlibrary loan records on a daily basis and sends them an accounting of materials received on a monthly basis. She oversees the overdues by preparing dates for overdue notices, running programs for overdue notices, searching shelves for overdue material, completing information needed for third overdues and sends the ordinances, maintains records of ordinances sent and contacts the police department when patrons become delinquent because of overdue material. She signs complaints for the police department and appears in court as necessary. She traps all material after the third overdue and sends receipts to patrons for ordinances handled by mail. She prepares books for binding and sends them out and checks them in on return. She prepares the circulation desk for its daily routine, prepares the daily bank, registers patrons and enters the information into the computer, files patron registration cards, maintains patron files by deleting lost cards from computer and deleting patrons who move away from computer and patron files. She enters the patron material requests into the computer and files patron material request cards and calls patrons when requests arrive. She sends the pages to city hall with mail and invoices and to pick up supplies and mail. It is her duty to run the computer programs for deleted material, edit, check, order patron library cards, order bar codes, post fines and statistics. She maintains the policy book and updates it, reorganizes the shelf list drawers when space is needed, enters catalog information in the computer, types tags, maintains the Xerox machine and orders papers and supplies, types for the assistant director, works on circulation, assists patrons with reference information, assists technical librarian, trains other employees to

perform tasks and does other duties as assigned by the director.

JoAnne Ihn occupied the position of Library Technical Assistant I from June 1, 1979 to May 15, 1981. She prepared a list of her duties and responsibilities. Approximately 67 percent of her time was spent in circulation desk procedures. These included helping with the daily circulation by counting and alphabetizing book cards, checking books in and out, processing new applications for library cards, taking requests for books and hunting them up and contacting the patrons, answering and referring phone calls and referral of reference questions to librarians. The remaining 33 percent of her time was spent in assisting the children's librarian. This involved typing correspondence such as the annual report, summer program report, information for catalogs and letters of thanks. She kept statistics on attendance numbers at story hours, movie programs, individual school visits and taught weekly classes in the use of audio visual equipment. She maintained film strip and toy collection. She helped prepare for children's programs by planning, rehearsing and performing puppet shows, planning and teaching craft projects, preparing name tags and class lists, typing book lists and materials used in programs and providing back up when the librarian was absent.

Since May 15, 1981 Ihn has performed duties which she described as Library Technical Assistant I/Technical Services Assistant. Between 25 percent and 33 percent of her duties involve circulation desk procedures which include checking books in and out, processing new applications for library cards and entering applications into the computer, processing reserve requests for books, answering and referring phone calls, referral of reference questions to libraries, assisting the chief of circulation and library record keeping and morning cash draw computation, maintenance of audio visual machines, sorting and dating mail and assisting in the training of part time personnel. The remaining 67 percent to 75 percent of her time involves assisting the Technical Services Librarian in typing catalog cards for new books, film strips, cassettes and toys and proofreading all entries, operating an IBM-MTST word processor, selectric typewriter and CRT, entering data in the SEWRPAC computer, maintaining periodical and serial collection, including bar coding, control and withdrawal of materials, assisting in training back up personnel and performing other duties



as assigned by the director. For a period in the spring of 1983 Ihn was assigned strictly to the keypunching of new acquisitions. Since June she has been assigned to assist the Part Time Library Services Assistant in processing books and performing other assignments where there are backlogs.

Jean Reineman has been performing duties which she describes as Library Services Assistant II and she works 25 hours per week. She describes her duties as supervising library pages in collection, maintenance and repair, preparing new books, tapes and other library materials for the shelf, working with the technical services librarian on reclassification and collection maintenance projects and preparing items for the shelf with anti-theft devices. She prepares labels, covers, cards, pockets and other material for items acquired by the library and performs duties as requested by the director. Her qualifications require a working knowledge of library methods and procedures and an extensive knowledge of library materials, processing, organization and structure. The desirable training and experience include two years of college or library paraprofessional training and/or direct job related experience and a command of professional, technical services and typing skills. Since July of 1982 Reineman has been required to work regular scheduled desk hours and prepare vertical file items for the collection and cliff notes. The cliff notes were formerly performed by the Librarian Assistant. She also laminates posters and other library items.

Erna Stegelman describes her position as a 30 hour paraprofessional. She spends 85% of her time at the desk and 30% of that time is involved in reference and book selection. The remaining 15% of her time involves the business shelf, overdue books, book selection meetings, collection maintenance and interlibrary loans.

Kersten Kusic describes her position as a part time library employee and she works 32 hours a week. Between 60% and 65% of her time involves dealing with the daily newspapers, sorting and filing catalog cards, overdue books, checking in and bar coding magazines and helping with book processing. The remaining 35% to 40% of her time involves circulation desk duties.

Darcy Lester Neuenfeld describes her position as a part time library employee and she works 28 hours a week. She describes her duties as 20 hours

per week spent at the circulation desk and 8 hours per week checking, typing and adding up book orders, assisting in setting up, organizing and doing puppet shows, filing catalog cards and shelf list cards, weeding books and searching for overdues.

The Employer passed an ordinance in 1981 establishing 13 different classifications in the library and only 2 of those classifications had the same rates of pay. In February 1981 the Library Director recommended that the position of Chief of Circulation be filled by promoting a Library Technician II. In March the Library Director recommended that the position of Library Technical Assistant II that was going to be vacant because of a promotion be filled by a Library Technical Assistant I. A decision was made to leave the Library Technical Assistant I position vacant and use the funds to employ part time help.

The Employer currently has one full time Librarian Assistant and one part time Library Technician on layoff status. They have been on layoff since July of 1982. During that period the Employer has hired 3 temporary employees. One was hired full time and began work the last week of November 1982 and worked all of December of that year and part of January of 1983. She began work again in April and May of 1983. Another employee was hired fulltime for the summer program for the summer of 1983 and a third employee was hired full time for the summer program for the summer of 1983.

In November of 1981 the Employer proposed to create the positions of Technical Assistant I and Technical Assistant II and all nonprofessional employees would be assigned to one of those two classifications. The duties of the Technical Assistant I would have been to provide high level assistance to the director and assistant director and perform a wide variety of upper level assistance, including materials acquisition and selection, collection maintenance, information-reference, patron's services, programs and program planning in presentation, community contact work and aid in all aspects of technical and circulation services routines. The position would assist in all aspects of work at the circulation desk and perform tasks as requested by the director and assistant director. The essential knowledge and abilities that the Employer proposed to require were a considerable knowledge of a broad subject area,

extensive knowledge of library materials and practices, ability to communicate with staff and public, ability to create and maintain effective public relations, and ability to perform an advance level of professional technical assistance work. The essential training and experience of the position would be a bachelors degree or undergraduate degree or equivalent and four or more years library experience in professional assistance work or its equivalent. It proposed a job description for the classification of Technical Assistant II and the duties would include performing a wide variety of semiprofessional and clerical work in technical general information service, circulation services, materials acquisition, collection, maintenance, library patron services, programs and other related functions. The position would do typing and filing and aid in the completion of varied library records, reports, statistics and financial records. The position would assist in all aspects of work at the circulation desk and operate the EDP equipment and train other technical assistants and part time help and perform duties as requested by the director. The qualifications would be a considerable knowledge of a broad subject area and an understanding of library methods and practices. The employee would have to have the ability to create and maintain effective public relations and have skill in performing technical and clerical functions and type accurately and rapidly. The desirable training and experience for the position would be preferably a bachelors degree but two years of college or a library technical assistance degree and two or more years of successful library experience would qualify.

The City of Muskego has seven classifications for its library employees. They are library Pages, Library Clerical Assistant I, Library Clerical Assistant II, Library Administrative Assistant, Children's Librarian, Reference Librarian and Young Adult Librarian. The City of Waukesha has a Library Assistant I whose basic functions include performing routine clerical related duties to assist with the library functions. This includes assisting the circulation registration, cataloging and audio visual assignments. The specific accountabilities of the position include assisting library patrons in use of equipment and machines, read shelves, type and file catalog cards, answer calls and give information, sort and route mail, assist in borrower registration, assist in charging and discharging books and assist in maintaining and preparing records of fines and

overdue notices. The position assists library patrons in the use of library facilities and perform related work as assigned. The education and experience required by Waukesha for that position are 2 years experience in a library and graduation from high school or any equivalent combination of experience and training which would provide general knowledge of library principles, methods, materials and processes, ability to give information and directions, ability to understand and follow instructions, ability to learn technical aspects of library operations and ability to establish and maintain effective working relationships with other employees and patrons. The City of Waukesha has a Library Assistant II position which performs routine duties in adult, children or technical services at the library. The specific accountabilities include assisting individual patrons in their choice of materials, use of the card catalog and other indexes and the facilities of the library, assist in the performance of routine classification and cataloging, prepare books and other library materials for circulation, answer calls and give information, assist in compiling book lists, assist in book-talk presentations such as story hours, puppet shows, film and multi-media programs, prepare schedule for the desk and perform related work as required. The education and experience required for the position are two years of progressively responsible library experience supplemented by related course work beyond the high school level or any equivalent combination of experience and training which provides knowledge of library principles, methods, materials and practices, ability to deal with library patrons, ability to learn the technical aspects of library operations, ability to organize and present library programs, ability to give suitable assignments, instructions and supervise the work of other employees and ability to establish and maintain effective working relationships with other employees and patrons. Waukesha has a Library Assistant III position which performs varied tasks on an experienced level in the adult, childrens or technical services unit of the library and is responsible for maintaining various library collections, answering questions and assisting individuals to locate materials. The specific accountabilities of the classification include maintaining special collections such as recordings, documents, and pamphlets, assisting in selection of library media, assisting patrons in their choice of materials, use of the card catalog and other indexes, and providing other assistance services, performing general classification and cata-

logging, researching and providing answers to general reference questions, compiling book lists, conducting or assisting with book-talk presentations, story hours, films and multi-media programs and other library programs and providing on the job training, including cataloging, circulation or desk routines, conducting tours of the library for schools and other groups and performing related work as required. The education and experience required for this position is graduation from a credited 4 year college or university with major course work in the library sciences and 2 years of progressively responsible library experience or any combination of experience and training that would provide good knowledge of library principles, methods and practices, ability to perform cataloging, classification, reference work and book selection independently, ability to deal with library patrons, ability to plan, organize and present library programs, ability to give suitable assignments and instructions to employees and to provide them with advice and assistance with problems, ability to establish effective working relationships with associates and some knowledge of modern supervisory techniques.

The Village of Menomonie Falls has 21 classifications for library employees. The Library Director studies and evaluates program services, resources and recommends changes, implements improved changes, directs and supervises staff, prepares, submits and controls expenditures of budget, maintains relationship with the library board, reviews, evaluates purchase of materials, coordinates and directs community relations programs and coordinates library activities with other library systems. The Assistant Library Director assists the Library Director primarily with personnel work and administrative matters and has charge of the library in the director's absence, coordinates the work of the adult reference department and circulations department, plans, schedules and participates in adult programs, selects books in an assigned area and has information desk duty. The Children's Services Librarian and coordinates the work of the department, hires shelvers, supervisors, other departmental employees, selects materials, plans and presents programs, answers reference questions and provides reader guidance and acts as a liaison to various school programs. The Technical Services Librarian trains and supervises departmental employees, catalogs and classifies non-fiction books, supervises cataloging in classification

of adult and children's books, supervises processing, maintenance, repair and withdrawal of all library materials, coordinates selection of book materials including the rate of expenditure, establishes acquisition procedures and supervises periodicals, ordering and has information desk duty. The Circulations Supervisor assists in the selection of departmental personnel, schedules, trains and gives direct supervision, develops circulation procedures and coordinates the activities of the adult and children's circulation department, maintains and operates reserve request systems, keeps circulation records and works scheduled hours at the circulation desk. The Information Services Librarian assists the Library Director with audit programming, coordinates the educational telephone network programming, designs and prepares library publicity, prepares, edits and maintains municipal cable television message programs, selects library materials in an assigned area and has scheduled hours at the information desk. The Adult Reference Librarian primarily performs general reference and reading guidance including assisting and instructing in the use of reference sources such as the card catalog, various indexes and business services, selects and maintains materials in the reference and circulating book areas with responsibility for other materials such as documents, periodicals, local history and pamphlets, compiles book lists and presents special programs and displays to promote library materials and services. The Children's Reference Librarian answers reference questions and provides reader guidance and library instructions, presents programs, assists with book selections, and prepares book lists. The Catalog Librarian catalogs and classifies children's books, selects books in an assigned area and has information desk duty. The Children's Programming Librarian performs secretarial duties for the head of children's service, prepares and presents programs for preschoolers, designs and prepares bulletin board displays, answers reference questions and provides reader guidance and assists in the circulation work. The Library Secretary performs secretarial duties for the library board and the director, maintains library bookkeeping system, prepares financial and statistical reports, audits time cards and prepares data on part time salary expenditures, maintains petty cash fund accounts, and deposits various library revenues, orders supplies and maintains copy machine. The Library Artist arranges for, develops and prepares exhibits and displays for the library, prepares informational signs and posters and graphics

for brochures and fliers. A Technical Services Assistant catalogs fiction, verifies the name entry and subject headings, maintains standing order file, types and files catalog cards, withdraws materials from the shelf list, compiles statistics, supervises the Technical Service's Clerk and the Aid. A Senior Circulations Clerk counts and records library revenues, supervises shelvers and works at the circulation desk. The Children's Circulation Clerk schedules, trains and supervises circulation personnel, performs circulation desk duty which includes charging and discharging materials, registering borrowers for library cards, computing and collecting fines, answering questions on circulation procedures, keeps circulation records, verifies computer printouts of overdue materials. The Adult Circulation Clerk prepares adult and juvenile registration applications for transmission to the headquarters library, maintains and operates process of notifying borrowers of long overdue materials, and works at the circulation desk. The Technical Services Clerk types and files catalog cards and book orders, verifies materials received and checks accuracy of invoices, processes library materials and works at the circulation desk. The Serials Clerk orders, checks in and maintains periodical collection, updates periodical holdings lists, sorts and distributes mail, receives and checks accuracy of invoices, types and files catalog cards and book orders and repairs books. The Circulation Attendant (adult and children's) charges and discharges library materials, registers, borrows for library cards, computes fines, answers questions about circulation procedures, operates library switch board, and arranges materials on the carts for shelvers. The Technical Services Aid types book labels and processes the library materials for public use. The Library Shelvers shelve library materials, examine shelves to determine if materials are properly placed, shifts materials in accordance with specific instructions and assists at the circulation desk.

The Greendale public library has a Senior Library Clerk who is in charge of circulation routine, registration routine, federated library systems routines, including bar coding of new and old material, acquisition and withdrawal of library materials, maintenance of shelf lists and records of circulation. The position supervises other library personnel in all technical service routines including ordering and processing new material, typing and filing of catalog and

shelf list cards, maintenance of library and office materials. The position supervises all Page routines including reshelving of books, records, cassettes and other library material and maintenance routines and maintains supply inventory for housekeeping. The Senior Library Clerk is responsible for work schedules for clerical employees and Pages and assists the Library Director in the preparation of periodic business routines and records and display and public relations activities and reference and routine readers advisory service. The qualifications require an essential knowledge of library methods and procedures and familiarity with library materials. The ability to operate a typewriter and other library business machines, perform basic supervisory functions, communicate effectively with staff and public, and create and maintain effective public relations is required. The desirable training and experience are 2 years of college or university training or library technical assistance degree and 2 or more years of successful public library experience or the equivalent in relevant experience. The Glendale public library has a Junior Library Clerk who is responsible for circulation, registration, the circulation desk and assisting with bulletin boards and displays. The position must sort and route mail, books and magazines and add, repair and discard in the paperback collection and repair and recondition worn materials and prepare materials for bindery or discard. The position preprocesses new materials and types and files catalog and shelf list cards. The qualifications required for the position include the ability to understand and perform routine library procedures, communicate effectively with staff and public, operate a typewriter and other library business machines. The position requires a high school graduate and public library experience is considered helpful. The City of Franklin public library has a Library Coordinator, Library Technical Assistant and Library Clerks. The Library Technical Assistant is responsible for assisting the Library Coordinator with special assignments, answering routine reference questions and assisting with reference, maintaining book stacks, including shelving, facing and shelf reading, assisting with routine desk procedures and acquisition procedures, typing and filing and performing related duties. The Library Technical Assistant must be able to communicate tactfully and effectively with other staff and public and operate a typewriter and other business machines. The position requires the ability to perform basic supervisory functions and a working knowledge of library



materials, library methods and procedures and a willingness to create and maintain positive effective public relations. The training and experience required are several years of experience in the school or public library and two years of college or comparable education. The Library Clerk in Franklin assists library personnel with special assignments and in maintaining book stacks including shelving, facing, and shelf reading. The position assists with the routine circulation desk procedures and does typing and filing and assists with routine acquisition procedures. The position is required to prepare, repair or recondition library material and sort and route mail, books and periodicals and related duties. The qualifications include the ability to communicate with the public and staff and to be able to type and operate office equipment. The position requires a working knowledge of the library methods and skills and language and literacy skills and a familiarity with library holding methods and procedures. The training and experience required for the position are graduation from high school or a GED and experience in the school or public library or some work related to libraries from a college or technical school. The South Milwaukee Public Library has three positions. They are Library Assistant I, Library Assistant II, Library Assistant III. The job description of a Library Assistant I describes the general nature of the work as routine library clerical tasks and related tasks. Examples of duties are typing local information on commercial catalog cards, sending overdue notices, typing borrowers cards, preparing magazines, paperbacks and books for circulation, mending books, mimeographing forms and book lists, preparing letters and posters and working at the circulation desk. Essential knowledges and abilities include working knowledge of library functions and procedures and books and magazines and the ability to type, meet the public and perform routine tasks. Desirable training and experience are graduation from high school and a course in typing. The Library Assistant II performs specialized library clerical tasks and related work. The duties outlined in the job description include typing catalog cards, preparing book orders, filing catalog cards, withdrawing books, maintaining supply inventory, working at circulation desk and keeping records. The essential knowledges and abilities are working knowledge of library methods, practices, books and magazines and the ability to type, create and maintain effective public relationships and perform a variety of subprofessional tasks. The

desirable training and experience required are graduation from high school, possession of grade three Wisconsin library certificate and one year of public library work experience. The Library Assistant III at South Milwaukee Public Library performs semiprofessional library work and occasional clerical duties and related work as required. The duties include preparing book lists and bibliographies and special collections under supervision, assisting librarians with the maintenance of special collections, coordinating library displays, assisting with program planning and publicity, cataloging books of a routine nature, and reviewing catalog cards, working at the circulation desk and answering questions which arise. The qualifications for the position are knowledge of library methods and practices, authors, books and readers interests and ability to perform routine accessioning, circulation, reference and catalog work, create and maintain public relationships and maintain records and reports. Desirable training and experience are graduation from a college or university, two years or more of public library work experience and a grade two Wisconsin library certificate. The South Milwaukee Public Library has a Secretary/Bookkeeper who performs secretarial and bookkeeping tasks and related work as required. The position is secretary to the Director and maintains bookkeeping accounts, financial and statistical reports and records and payrolls and records on sick leave, vacation, holiday, overtime and lost time and counts and records fine money and other library receipts and works at the circulation desk. The essential knowledges and abilities of the position include working knowledge of bookkeeping principles and practices and routine library operations and procedures and the ability to type and perform clerical tasks, follow instructions and keep accurate records and reports. The desirable training and experience include graduation from high school including courses in stenography, typing and bookkeeping and three years of office experience involving financial accounting, secretarial work and record keeping. The City of West Allis classifies all the nonprofessional employees of its library as Library Aids.

The collective bargaining agreement between Muskego and its library employees provides that if a reduction in union employees becomes necessary the least senior employee shall be the first person laid off providing remaining employees are capable and qualified to perform the available work. The last

person laid off must be first person reemployed if available and capable and qualified to perform the work. All temporary or seasonal employees are required to be laid off prior to a regular employee being laid off. The City of New Berlin collective bargaining agreement with its library employee provides that when the employer reduces personnel the employees shall be laid off in the reverse order of their employment providing the employees remaining are qualified to provide the usual services of the employer. In any specific layoff situation the employee with the least seniority in the classification affected by the layoff will be initially selected for the layoff. The last person laid off shall be the first person reemployed provided the employee is capable of performing the work available. The collective bargaining agreement between the City of West Allis and its library employees provides that in the case of a layoff or reduction of employees the least senior employee will be given the layoff. Portage County has a seniority provision that defines seniority as commencing upon the employees most recent date of hire in the bargaining unit and it is based on the length of service in the bargaining unit. When a reduction in force is necessary the employee with the most seniority in the bargaining unit shall be retained if capable and qualified to perform the available work. Rehiring of employees is in the reverse order of laying off provided the employees are capable and qualified to perform the work. The City of Oshkosh collective bargaining agreement with its employees provides its seniority shall consist of the total calendar time since the date of employment and continuous employment. In the event of lack of work or funds, employees within the classifications affected shall be laid off in inverse order of the length of service, provided remaining employees can equally perform the available work. The last employee given a lay off shall be the first to be called back from lay off. Permanent and full time employees shall not be subject to lay off until all temporary and probationary employees are laid off. The employees on layoff have the right to permanent recall for a period of 18 months from the date of layoff. The City of Madison has a collective bargaining agreement with the union representing its library employees that provides that in the event of a decrease of positions in any job classification the employee with the least seniority in the effective classification shall be displaced first. When an increase in force is necessary employees previously laid off

will be recalled in order of their general seniority. The City of Beloit has a layoff and recall provision which provides that employees whose jobs have been eliminated shall have the right to bump any junior employee in their classification or pay range or in other classifications and pay ranges provided they are qualified and can demonstrate their ability to do the junior employee's work. The employer is required to maintain a reemployment list in the order of the employees seniority at the time of layoff with the most senior employee being number one on the list. The employees on the list shall maintain seniority and recall rights for not more than one year. The employee shall be recalled from layoff in accordance with their seniority to jobs for which they are qualified. The Beloit library has nonprofessional library classifications of Library Assistant and Library Technician.

#### DISCUSSION:

There are ten principal issues about which the Employer and Union have differing positions. They are: 1) the maximum period for a temporary employee; 2) the structure of the wage sections of the contract; 3) accumulation of seniority; 4) layoff and recall; 5) health insurance-change in carrier restrictions; 6) management rights; 7) duration; 8) overtime limitations; 9) job descriptions; and 10) wages and classifications.

The maximum period for temporary employees is one of the lesser issues between the parties. It is simply the number of days that the Employer may keep a temporary employee. The Union argues that since the bargaining unit was organized it has lost two non-professional employees to layoff and one professional employee to a constructive discharge. While these employees were on layoff and active recall status the Employer hired three employees on a temporary basis. The Union contends that a limitation upon the length of temporary employee duration is a protection to the unit employees. The Employer

little significance and the arbitrator is hard pressed to find the position of either party preferable to the other. Because the Employer has hired temporary employees while bargaining unit employees were on layoff status there is some basis for the Union's concern about the length of time the Employer can utilize temporary employees. The record seems to indicate that the Employer has used temporary employees and particularly a retired employee when bargaining unit members were on layoff and looking for employment. It is normal and traditional for unions and employers to take steps to provide employment to bargaining unit members on lay off as opposed to temporary employees. Adoption of the Union's position on this issue would conform to the traditional practice of requiring the Employer to hire members of the bargaining unit on lay off rather than temporary employees.

The structure of the wage sections of the collective bargaining agreement is perhaps the least significant issue between the parties. The Union proposes that the contract refer to the appendix and the appendix would contain the classifications and wage rates while the Employer proposes that the classifications and wage rates be incorporated into the body of the collective bargaining agreement. It is difficult for the Arbitrator to imagine why the parties could not reach agreement on this issue. Regardless of which position the arbitrator might find to be most acceptable the selection of that position would have no impact on either party. The only justification that the Union can provide for its position is that the Employer's contract with the Union representing its Department of Public Works employees has the same form which the Union proposes. Since there would be no impact upon either party resulting from the selection of either position, the arbitrator finds that there is no basis for finding one position more acceptable than the other.

The accumulation of seniority is one of the most significant issues between the parties. The Union proposes that a part time employee's seniority be prorated based on the number of hours worked, while the Employer takes the position that seniority should be determined by the date of hire. The Union argues that there is a difference in the work relationship of a part time employee and a full time employee. It contends that part time employees do not bring the same economic need to the job that full time employees brings and the Union has

attempted to provide protection to the full time employees by having them accrue seniority based upon the date of hire while part time employees would accrue seniority based upon the hours worked. It argues that it is not unique in labor relations to bifurcate the seniority list of full time and part time employees. It is the goal of the Union to maximize the number of full time positions and avoid cutting them into part time jobs, which is a practice the Employer has followed on at least one occasion. The Union argues that its proposal permits employees in the bargaining unit to accrue seniority upon the attainment of a bargaining unit position and it objects to the Employer's proposal to permit employees to accrue seniority in the bargaining unit by work performed outside of the bargaining unit. It points out that the Employer and the Union have already agreed to prorate vacation, sick leave, bereavement pay, holiday pay, payment for health insurance, longevity pay, and jury duty. It argues that seniority accrual for lay off affects employees in their relationships to one another and the bargaining unit has opted for proration of seniority for part time employees. The Employer argues that the length and not necessarily the intensity of an Employer's relationship with an employee is what counts and the longer this relationship, the more protected it should be. It points out that its collective bargaining agreement covering employees in the Department of Public Works provides that seniority accrues from the date of hire by the Employer. The concept of seniority existed prior to the advent of collective bargaining agreements and employers generally gave preference to older employees. However, seniority benefits exist as rights only to the extent they are made so by contract. The traditional concept of seniority is that it runs from date of hire. While that is the traditional approach to seniority, it is not uncommon to have it prorated based on the number of hours worked. The Employer points out that determination of seniority becomes difficult when its based on the number of hours worked as opposed to the date of hire. The arbitrator is sympathetic with the Employer's desire to maintain a simplified method of determining seniority. The Union's proposal provides that seniority is accrued by an employee while in a bargaining unit position, while the Employer contemplates that work outside of the bargaining unit is accrued seniority time. Under the Employer's proposal an employee who works a part time position while in high school might have more seniority on his or her first day

in the bargaining unit than an employee who had been a member of the bargaining unit for a year or two. The internal comparability factor in the statutory guidelines tips the scale toward the Employer's position because of the provision in the Department of Public Works contract. The traditional desire of unions and employers to look with favor on regular full time employees in the bargaining unit as opposed to part time employees gives weight to the Union's position and balances the scale. The statutory criteria do not indicate that either party's position on the issue of seniority was superior to that of the other and the seniority issue is not a controlling factor in arriving at this award.

The layoff and recall issue is very minor. Both proposals contemplate that layoffs be by categories of professional and non-professional employees. The Employer proposes that the right of recall of an employee be limited for two years after layoff and the Union has no specified cap on the right of recall. The Employer contends that the right of recall cannot be open ended as proposed by the Union. The Union's proposal contains a provision that bargaining unit work shall not be assigned to an employee outside of the bargaining unit while regular employees in the bargaining unit are on layoff. The Employer objects to such a provision, contending that employees outside of the bargaining unit have always performed tasks either similar to or identical with those performed by regular employees and that the provision would mean that no employee working less than 20 hours a week could be retained as an employee of the library as long as a bargaining unit employee was on layoff. The equities would lie with the position of the Union in this matter. Its proposal would prevent the Employer from following its existing practice of laying off bargaining unit employees and replacing them with temporary or part time employees when there was work available. This is a practice that the Union can not tolerate and which could lead to its destruction. The Employer's limitation on the right of recall is reasonable and the Union's failure to include a cap borders on the ridiculous. Under ordinary circumstances the arbitrator would find the Employer's proposal on lay off and recall to be more acceptable than that of the Union. However the Union's inclusion of a provision preventing the Employer from giving bargaining unit work to employees outside of the bargaining unit

while regular bargaining unit employees are on layoff is a traditional concept in collective bargaining agreement and merits protection. The record indicates that the Employer has made a practice of employing part time or temporary employees to perform work normally performed by bargaining unit employees while members of the bargaining unit were on layoff. It is traditional to have collective bargaining agreements prevent that practice, although the agreement covering the employees in the Department of Public Works does not have such a provision. Those are the only two statutory criteria that would be applicable here. In view of the Employer's practice of ignoring bargaining unit employees on layoff and offering work normally performed by them to employees not eligible to be included in the bargaining unit, the arbitrator finds the equities lie with the position of the Union on this issue. The practice followed by the Employer should be discouraged and the provision sought by the Union would achieve that desirable result.

The Union's proposal on health insurance contains a provision that the Employer will not change an insurance carrier, or administrator in the case of self insurance, that has not been providing similar coverage to a sizeable number of insurers in Wisconsin for at least five years and has a reputation for slow or unjust handling of claims or has not been accepted as an insurer by a metropolitan Milwaukee hospital, clinic or medical group. It argues that health insurance is too important for the employees to chance a "fly-by-night" carrier or administrator. It points out that the identical five year requirement exists in the Employer's collective bargaining agreement with the Union representing the Department of Public Works. It contends that the internal comparability criterion and the importance of protecting a vital fringe benefit makes its proposal more reasonable. The Employer argues that there are a great many insurers who have the experience and resources to write health insurance and there is no valid reason for preventing them from providing insurance for its employees. It points out that the Insurance Commissioner has a responsibility and capability of ascertaining that only qualified insurers are permitted to provide health insurance in Wisconsin and there is no need to install additional qualifications in a collective bargaining agreement. The internal comparability criterion contained in the statute supports the position of the Union because of the fact



that there is such a provision in the collective bargaining agreement covering employees in the Department of Public Works. The Commissioner of Insurance has a responsibility to determining which insurers are proper to operate in Wisconsin and the interest and welfare of the public would best be protected by having the Commissioner continue to make those determinations as opposed to inserting additional requirements in collective bargaining agreements. No evidence was presented to indicate that the restrictions proposed by the Union are contained in most collective bargaining agreements in either public or private employment, and the inclusion of it in the contract covering employees in the Department of Public Works is unique. The normal and traditional practice has been to leave the determination of which insurers are eligible to do business in Wisconsin to the Commissioner of Insurance. Including additional restrictions in a collective bargaining agreement would be of minimal benefit to anyone and might be a source of strife between this Union and this Employer. Accordingly, the arbitrator finds the Employer's position on the issue of health insurance to be more acceptable than that of the Union.

The only significant difference between the Employer's proposal on management rights and that of the Union is that the Employer's proposal contains a specific statement that it has the right to schedule overtime and to determine when the library is to be open. The Union's proposal also contains a provision that if an action is taken by the Employer that is not justified, the employee shall receive all wages and benefits that became due. The selection of either proposal by the arbitrator would have no impact on the other party. The Employer's proposal is slightly more expansive than that of the Union but it introduces nothing revolutionary. The Employer has the right to require overtime of employees when it is needed and it should be able to determine when its facilities are to be open and when they are to be staffed. The Union concedes that the right to determine overtime and when the library will be open is vested in the Employer. It argues that it is not necessary to spell out those rights. The only statutory criteria that would support the position of either party is the fact that the Department of Public Works has a labor agreement containing exactly the same management rights provision that is proposed by the Union. That might tip the issue slightly in favor of the Union's position. However it

is so slight that the arbitrator cannot find one proposal to be more acceptable than the other. Either one of the provisions will have the same impact on collective bargaining agreement and the interpretation and application of it will not be changed regardless of which management rights proposal is included in the collective bargaining agreement.

The Union seems to imply in its brief that there is an issue between the parties with respect to the duration of the collective bargaining agreement. The Employer asserts that its proposal is the same as that of the Union. While the Employer's proposal could have been set forth in more explicit language, the arbitrator finds that the intentions of the parties were the same with respect to the duration of the agreement and either proposal has the same degree of acceptability. Measured against statutory criteria, neither proposal is more acceptable than the other one.

There is a real issue between the parties on the limitation on overtime. The Union's proposal would prohibit seasonal, temporary and casual employees from working overtime unless regular employees were on overtime or unavailable for work. The Employer contends that if seasonal, temporary or casual employees are working overtime it is because the unexpected has happened and the city is attempting to cope with the unpredicted and unforeseen. It argues that it must take action directly and rely on those employees who happen to be present and available. Both parties agree that there is very little overtime involved. While the Employer is correct that overtime usually occurs when something unexpected has happened, those occurrences are so seldom that it would be no burden for the Employer to offer the overtime work to bargaining unit employees before offering it to other employees. The internal comparability factor tips the scales in favor of the Union on this issue. The language in its final offer is substantially the same as that contained in the collective bargaining agreement covering the employees in the Department of Public Works. It is traditional for Employers and Unions to reach agreements offering overtime to regular bargaining unit employees as opposed to seasonal, temporary and casual employees. While it does place a slight burden on the Employer to check around among its regular employees rather than to offer overtime to the first employee that it finds available, the burden is very modest. The Employer contends that the provision

would be more tolerable if it excluded emergencies. While the language proposed by the Union does not specifically refer to the exclusion of the emergencies, the arbitrator is satisfied that a reasonable interpretation of the language proposed would not be binding on the Employer in the event of an emergency that precluded the Employer from offering the overtime to regular employees before allowing seasonal, temporary and casual employees to perform it.

The Employer has submitted a proposal that would specifically state that job descriptions are not to be all inclusive. The Union concedes no job description is ever 100 percent inclusive and that workers will perform reasonable duties that do not endanger their safety, health or life. However, it contends that the language proposed by the Employer is not necessary or reasonable. While the arbitrator would concede that it may not be necessary to include the language proposed by the Employer, it is not unreasonable to include it in the agreement. It spells out a message that the Employer would like to emphasize to the employees. There is some difference of opinion as to whether or not that is necessary. The arbitrator is of the opinion that the Employer can achieve the same results without including the language it proposes in the collective bargaining agreement. Likewise the arbitrator finds that inclusion of the language would place no burden on the Union or the employees. In effect, the difference between the parties on job descriptions is not a real issue because there would be no change in the meaning of the collective bargaining agreement regardless of which position on the issue is included in the collective bargaining agreement.

The primary issue between the parties deals with the issue of job classification and wages. The Union has proposed a system of four classifications and the Employer proposes three. The dispute involves the occupational grouping which the Union has labeled Tech I/Part-Time A. The Union proposes that the positions currently occupied by Stegemen, Kusic and Reineman fit into that classification. The Union asserts that three non professional classifications are reasonable. When the bargaining unit was first organized in May of 1981 there were eight non professional employees and eight classifications. The non professional rates of pay were substantially different and ranged from a high of \$6.20 per hour to a low of \$4.45. Both the Union and the Employer agree that

eight non professional classifications are unnecessary and the Union developed a classification and pay system which cut the non professional classes down to Tech II, Tech I/Part-Time A and Part-Time B. It would also have one "off schedule" employee. The Employer's proposal reduces the non professional employees to the two classifications of Technician-Full Time and Technician-Part Time. The rates that the Employer proposes for Technician-Full Time are the same as those proposed by the Union for the classification of Tech II. The rates proposed by the Union for Part-Time B would be the same as the rates proposed by the Employer for the classification Technician-Part Time. The Union proposes a third classification of Tech I/Part-Time A. The rate of pay for this classification would be somewhat higher than the Employer proposes for Technician-Part-Time and the Union proposes for the Part-Time B, but lower than the rate proposed by the Employer for Technician-Full-Time and the Union proposes for Tech II. The Employer's proposal and the Union's proposal would provide the same rate of pay for employees Collins and Ihn. The Employer's proposal would place Kusic and Stegelmann in the same classification with Collins and Ihn and they would all receive the same rate of pay while the Union's proposal would place Stegelmann, Reineman and Kusic in the classification of Tech I/Part-Time A and they would all receive the same rate of pay. Both the Employer and the Union would place Neuenfeldt in the lowest classification and either proposal would pay her the same rate of pay. However the Employer proposes that Reineman would also be included in the lowest classification and receive that rate of pay. The classification issue relates to three employees. They are Kusic, Reineman and Stegelmann. The Employer would place Kusic and Stegelmann in the highest classification while the Union would place them in a classification between the highest and the lowest. The Employer would place Reineman in the lowest classification while the Union would place her in the middle classification with Stegelmann and Kusic. The Employer's proposal would move Kusic from the lowest salaried classification in the bargaining unit to the highest salaried classification, while the Union would place her in the middle classification. Currently Stegelmann receives one of the highest rates of pay in the bargaining unit and the Employer's proposal would continue her in the highest paid classification while the Union would place her in a classification between the highest classification and the lowest classification. Reineman is currently

being paid at the lowest rate in the bargaining unit and the Employer would continue her in that status while the Union would upgrade her to a classification between that of the highest classification and the lowest classification.

The Union has prepared detailed job descriptions for each of the positions and they have served as the basis for placing the employees in the various classifications. The Employer presented testimony from expert witnesses who evaluated the job descriptions and found the classifications of the employees as proposed by the Employer to be the most realistic. There seems to be justification for the position taken by either party. The Employer's experts have made their decisions as to the classification of employees based upon reading the various job descriptions. The Union classifications have been determined by the employees who are familiar with the actual duties being performed by each employee and the difficulties involved. Currently the Employer has a wage system with four different rates of pay. It proposes to reduce the number of classifications so that there are only two different rates of pay. While the Union concedes that there is some justification for a reduction in the number of classifications it contends that three classifications are necessary to accurately reflect the differences in the duties performed by the employees. The Employer proposes that the classifications in which the employees are placed and the rates of pay that they receive should be determined by whether they are full-time or part-time employees. It argues that part-time employees are widely and generally used in municipal libraries and the hourly rate level for part-time employees is less than for full-time employees. The Union proposes that the employees be classified and paid on the basis of the duties that they perform. The arbitrator is unwilling to accept the rationale of the Employer that a part-time employee performing the same work as a full-time employee should receive a lower rate of pay. The fact that an employee is a part-time employee is not a realistic measure of classification or proper rate of pay. The Union proposal adopts a more traditional classification and pay system based on the duties performed by the employees. Not only is that the traditional manner for determining classifications and rates of pay but it is also the pattern followed by the libraries in the communities surrounding the Employer that could be considered as comparables. Not one of them has adopted a system of classifications

and pay rates based upon whether an employee is a full-time or part-time employee. All of them have more than two classifications and those classifications and the pay rates attached to them are determined by the duties performed by the employees. The Union's proposal on classifications more nearly approaches the standard established by the comparability criterion in the statutes. Accordingly the arbitrator finds the classification system proposed by the Union and the pay rates attached thereto to be more acceptable and more nearly meet the statutory criteria than that of the Employer.

The differences between the parties boil down to the ten principal issues set forth by the arbitrator at the beginning of this discussion. The issues on the maximum period for a temporary employee and the structure of the wage sections of the collective bargaining agreement were of no significance. There was a substantial difference between the positions of the parties on the issue of accumulation of seniority and there was rationale to support the position of either party. However the statutory criteria did not make the position of one party preferable to that of the other. The lay off and recall issue was an important one to the Union and its position followed the traditional concepts. The proposal of the Employer would give it an opportunity to continue the practice of placing employees in lay off status and then offering their work to temporary employees. Traditional employer-employee relationships in collective bargaining units do not permit that latitude. The Union's position on the restrictions in selecting the health insurance carrier had very little merit and the Employer's position on the issue was much more acceptable. The management rights proposal of either party was acceptable and there was no real issue on the duration of the collective bargaining agreement. The Union's position on overtime limitations is traditional and comparable to the contract provision in the Employer's contract with the Union representing its employees in the Department of Public Works. The job description issue was a non-issue and has no impact on the arbitrator's decision in this matter. The issue on classifications and the wages attached thereto was probably the most significant issue between the parties. The Employer sought to determine classifications and the wages attached thereto based on whether or not an employee was a full-time or part-time employee. That is not a traditional method of determining classifica-

tions and wage scales in any of the libraries in the communities surrounding the Employer nor by most municipal employers and private employers. The concept of equal pay for equal work is not limited to the issue of women's rights and the arbitrator cannot look with favor on a system that would pay one employee less than another doing the same sort of work because of his or her part-time status. Ordinarily the Employer establishes classifications and the Union bargains over the rate of pay each classification will receive. The arbitrator is of the opinion that that traditional method of determining classifications and the wage rates attached thereto is superior to having it done by an arbitrator. However the final offers of the parties placed the issues of classifications and wages before the arbitrator. Based on the traditional concepts of collective bargaining and the comparabilities with other libraries and municipal employers, the arbitrator finds that the final offer of the Union more closely meets the statutory criteria than that of the Employer. It is not substantially preferable to the Employer's proposal but it is traditional and adheres more closely to the statutory criteria.

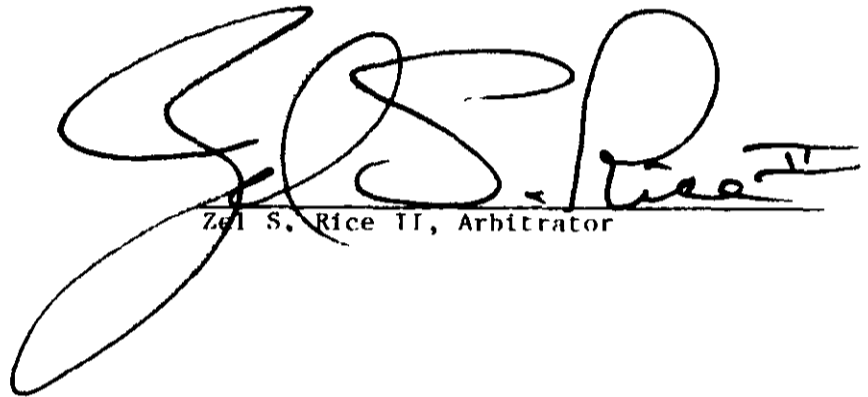
The differences between the parties final proposals are not significant and either party could live with the position of the other. It is difficult for the arbitrator to understand why agreement on some of the issues presented to him could not have been reached. The parties exchanged their initial proposals on August 24, 1981 and met on nine occasions without reaching agreement. Subsequent to that a member of the staff of the Wisconsin Employment Relations Commission met with the parties on three occasions and the parties could not reach agreement. When the parties first met with the undersigned in an effort to resolve this dispute there were almost one hundred unresolved issues. After a number of long mediation sessions the parties were able to reduce the issues between them to those presented in the amended final offers that are attached to this award. It is inconceivable that the parties could not have resolved some of those remaining issues themselves. Some of them were so insignificant that they could have been resolved by the toss of a coin. But the fact is that they were not. Now more than twenty-six months after the initial exchange of proposals by the parties the collective bargaining agreement covering the eight remaining employees in the bargaining unit can be operative. It will expire in

less than two months.

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 Union's amended final offer, attached hereto and marked Exhibit C, is more appropriate than that of the Employer and orders the Union's proposal to be incorporated into an agreement containing the other items to which the parties have agreed.

Dated at Sparta, Wisconsin, this 1st day of November, 1983.



Zel S. Rice II, Arbitrator

11/1/83



EXHIBIT H

UNION FINAL OFFER

LOCAL 20, AFSCME, AFL-CIO

CITY OF BROOKFIELD LIBRARY EMPLOYEES

~~JANUARY 14, 1982~~  
APRIL 11, 1983



1. 3.03 A temporary/casual employee is one who is hired for a specific period of time, not to exceed sixty (60) days, or to perform on a specific project and who will be separated from the payroll at the end of such period or project. The sixty (60) day limitation shall not apply to a temporary employee hired to perform the duties of a regular employee who is absent due to a specific injury, illness or approved leave of absence.
  
2. 4.01 The wages are set forth in Exhibit "A", and shall be effective as of January 1, 1982.  
4.02 Said Exhibit "A" shall be a part of this Agreement.

3. ARTICLE X - FAIR SHARE AGREEMENT

10.01 The Employer hereby recognizes the "fair share" principle as set forth in Wisconsin Statute 111.70, as amended. The Union as the exclusive representative of all the employees in the bargaining unit shall represent all such employees, both Union and non-union, fairly and equally, and all employees in the bargaining unit shall be required to pay their proportionate share of the costs of such representation as set forth in this Article.

10.02 No employee shall be required to join the Union, but membership in the Union shall be made available to all employees who apply, consistent with the Constitution and By-laws of the Union. No employee shall be denied Union membership on the basis of race, creed, color, sex or national origin.

10.03 The Employer shall deduct from the first paycheck of each month, an amount certified by the treasurer of Local 20 as the uniform dues required of all Union members from the pay of each employee in the bargaining unit. With respect to newly hired employees, such deduction will commence on the month following the completion of the appropriate initial probationary period.

10.04 The aggregate amount so deducted, along with an itemized list of the employees from whom such deductions were made, shall be forwarded to the treasurer of Local 20 within ten (10) days of the date such deductions were made. Any changes in the amount to be deducted shall be certified to the Employer by the treasurer of Local 20 at least thirty (30) days prior to the effective date of such change.

4.

ARTICLE XI - SENIORITY

11.01 The date an employee is employed or re-employed in a regular full-time position will become his seniority date. A part-time employee shall accrue one (1) month seniority for each one hundred and sixty-two and one-half (162-1/2) hours worked.

11.02 The seniority of an employee in respect to qualification for benefits will be the date of first continuous employment or latest date of re-employment for full-time employees, and accrued seniority for part-time employees.

11.03 The service rights of an employee shall continue to accumulate during military leave, sick leave and absence because of injury in the course of employment when drawing Worker's Compensation.

5.

ARTICLE XIII - LAYOFF AND RECALL

13.01 If a reduction in employee personnel becomes necessary, the least senior employee shall be the first person laid off in each of the two groups. The groups shall be defined as professional and non-professional.

13.02 The last person laid off shall be the first person re-employed (if available and desires to return, and is capable to perform the available work).

13.03 Bargaining unit work shall not be assigned to any employee outside of the bargaining unit while regular employees in the bargaining unit are on layoff.

6.

23.02 The Employer shall have the right to change insurance carriers or self-insure under the following conditions:

A) The benefits of the policy are not diminished below those recited in the brochure entitled "Group Health Protection Program for Employees of the City of Brookfield -- Blue Cross and Surgical Care Blue Shield", numbered 88832 and dated 9/74.

B) The Union is notified at least sixty (60) days in advance of any contemplated changes and permitted to discuss such changes.

C) The Employer will not change to an insurance carrier or administrator in the case of self-insurance that has not:

1. Been providing similar coverage to a sizable number of insureds in Wisconsin for at least five (5) years;
  2. Has a reputation for slow or unjust handling of claims;
- or
3. Has not been accepted as an insurer by a metropolitan Milwaukee hospital, clinic or medical group.

7.

ARTICLE XXXI - MANAGEMENT RIGHTS RESERVED

31.01 Unless otherwise herein provided, the management of the work and the direction of the working forces, including the right to hire, promote, demote or suspend, or otherwise discharge for proper cause, and the right to relieve employees from duty because of lack of work or other legitimate reason, is vested in the Employer.


31.02 If any action taken by the Employer is proven not to be justified, the employee shall receive all wages and benefits due him for such period of time involved in the matter, except as may be modified in the grievance and arbitration process established above.

31.03 The Employer may adopt reasonable rules and amend the same from time to time.

31.04 Any rights or privileges not specifically delegated or modified herein shall be deemed to be retained by the City.

8.

31.01 Duration. This agreement shall become effective January 1, 1982, and shall remain in full force and effect until December 31, 1983. The payment of retroactive wages and fringe benefits shall be limited to those employees who are actively on payroll on January 1, 1983; those employees who were laid off after January 1, 1982; those employees who worked more than seventy-five percent (75%) of the calendar year 1982; and those employees who are hired after January 1, 1983.

 9. 8.04 Seasonal, temporary and casual employees shall not work overtime unless all regular employees are on overtime or unavailable to work.

APPENDIX A  
SALARY SCHEDULE

<u>Classification</u>	<u>1/1/82</u>	<u>1/1/83</u>
<u>LIBRARIAN</u>		
Start	\$7.77	\$8.31
After 6 Months	8.20	8.77
After 1 Year	8.61	9.21
<u>TECH II</u>		
Start	\$5.15	\$5.51
After 6 Months	5.58	5.97
After 1 Year	6.00	6.42
<u>TECH I/PART-TIME A</u>		
Start	\$4.94	\$5.29
After 6 Months	5.33	5.70
After 1 Year	5.75	6.15
<u>PART-TIME B</u>		
Start	\$4.45	\$4.76
After 6 Months	4.80	5.14
After 1 Year	5.15	5.51
<u>OFF-SCHEDULE EMPLOYEES</u>		
Farnham .....	\$6.15 - 1/1/82	
	\$6.58 - 1/1/83	
<u>PLACEMENT ON SCHEDULE</u>		
Helm .....	Librarian - After 1 Year Step.	
Wegener .....	Librarian - After 1 Year Step.	
Ihn .....	Tech II - After 1 Year Step.	
Collins .....	Tech II - After 1 Year Step.	
Stegelman .....	Tech I - After 1 Year Step.	
Kusic .....	Tech I - After 1 Year Step.	
Reineman .....	Part-time A - After 1 Year Step.	
Nuenfeldt .....	Part-time B - After 1 Year Step.	

# EXHIBIT "B"

CORRECTED

FINAL OFFER

CITY OF BROOKFIELD

March 1983

The City of Brookfield as its Final Offer of March 1983, makes the following as a final offer to supplement the provisions of a proposed Collective Bargaining Agreement as expressed in a certain Stipulation between the City of Brookfield and Local 20, AFSCME, AFL-CIO, dated January 14, 1983, as amended.

The Stipulation between the parties referred to above is to be supplemented in the following respects:

- 1) Section 3.03 is to read as follows:

A temporary/casual employee is hereby defined as one who is hired for a specific period of time, not to exceed seventy-five (75) days, or to perform on a specific project and who will be separated from the payroll at the end of such period or project. The Seventy-five (75) day limitation shall not apply to a temporary employee hired to replace a regular employee who is absent due to injury or illness.

- 2) Section 4.01 is to read as follows:

The wages during the term of this Agreement shall be as follows:

	<u>On and After</u> <u>Jan. 1, 1982</u>	<u>On and After</u> <u>Jan. 1, 1983</u>
<u>Librarian</u>		
Start	\$7.77	\$8.31
After 6 Months	8.20	8.77
After One Year	8.61	9.21
<u>Technician - Full Time</u>		
Start	\$5.15	\$5.51
After 6 Months	5.58	5.97
After One Year	6.00	6.42

On and After  
Jan. 1, 1982

On and After  
Jan. 1, 1983

Technician - Part Time

Start	\$4.45	\$4.76
After 6 Months	4.80	5.14
After One Year	5.15	5.51

3) Section 4.02 is to read as follows:

Employees are required to perform any assignment which can be fairly construed as within the classification and which is customarily or ordinarily performed by employees in such classification, even if the particular assignment may not be specifically referred to in the job description.

4) Article X is to read as follows:

10.01 The Employer hereby recognizes the "fair share" principle as set forth in Wisconsin Statute 111.70, as amended. The Union as the exclusive representative of all the employees in the bargaining unit shall represent all such employees, both Union and non-union, fairly and equally, and all employees in the bargaining unit shall be required to pay their proportionate share of the costs of such representation as set forth in this Article.

10.02 No employee shall be required to join the Union, but membership in the Union shall be made available to all employees who apply, consistent with the Constitution and By-laws of the Union. No employee shall be denied Union membership on the basis of race, creed, color, sex or national origin.

10.03 The Employer shall deduct from the first paycheck of each month, an amount certified by the treasurer of Local 20 as the uniform dues required of all Union members from the pay of each employee in the bargaining unit. With respect to newly hired employees, such deduction will commence on the month following the completion of the appropriate initial probationary period.

10.04 The aggregate amount so deducted, along with an itemized list of the employees from whom such deductions were made, shall be forwarded to the treasurer of Local 20 within ten (10) days of the date such deductions were made. Any changes in the amount to be deducted shall be certified to the Employer by the treasurer of Local 20 at least thirty (30) days prior to the effective date of such change.

5) Article XI - Seniority - is to read as follows:

- 11.01 The date an employee is employed or re-employed in a regular full or part time position will become his service date.
- 11.02 The service date of an employee in respect to qualification for benefits will be the date of first continuous employment or latest date of reemployment, as the case may be.
- 11.03 The service rights of an employee shall continue to accumulate during military leave, sick leave and absence because of injury in the course of employment when drawing Worker's Compensation.

6) Article XIII - Layoff and Recall - is to read as follows:

- 13.01 Lay-offs shall be by job classification and in the reverse order of the total length of service with the City. For this purpose, length of service shall be the period of time back to the date of hire. The job classifications for this purpose shall be Librarian and Technician (full time), and (part time).
- 13.02 When the work hours of a particular employee within a classification are to be reduced, the employee involved shall be given the opportunity to work the reduced schedule. If the particular employee does not elect to accept the reduced schedule, the particular employee shall be on lay-off, in which case an employee of lesser length of service may be placed on the reduced work schedule.
- 13.03 In the event that a vacancy occurs for which an employee on lay-off is qualified, within two (2) years of lay-off, the employee on lay-off shall be offered an opportunity to fill the vacancy. Such offer shall be in writing to the last known address of the employee on lay-off. An employee receiving such offer shall respond within ten (10) calendar days of receipt and should be ready, willing and able for work within thirty (30) calendar days of receipt of such notice of vacancy.

7) Section 23.02 is to read as follows:

23.02 The City shall have the right to change insurance carriers or self insure under the following conditions:

- (a) The benefits of the policy are not diminished below those recited in the brochure entitled "Group Health Protection Program for Employees of the City of Brookfield -- Blue Cross and Surgical Care Blue Shield", numbered 88832 and dated 9/74.
- (b) The Union is to be notified at least sixty (60) days in advance of any contemplated changes and permitted to bargain on such changes.
- (c) The employer will not change to an insurance carrier or administrator in the case of self insurance who has:
  - 1. A reputation for slow and unjust handling of claims.
  - 2. Not been accepted as an insurer by a metropolitan hospital, clinic or medical group.

8) Article XXXI - Management Rights - is to read as follows:

31.01 Unless provided otherwise herein, the management of the work and the direction of the working forces, including the right to hire, promote, demote, suspend, discharge for proper cause, terminate or reduce employment because of lack of work or funds or other reason, reasonably require overtime work, determine when the facilities are to be open to serve users and to be staffed, are vested in the City.

31.02 The employer may adopt reasonable rules and regulations and amend the same from time to time.



31.03 The City has statutory and charter rights and obligations in contracting for matters relating to municipal operations, and the right of contracting or subcontracting is exclusively vested in the City.

31.04 All rights, privileges of the City, not specifically limited hereunder, shall be deemed to be retained by the City.

9) Section 32.01 is to read as follows:

32.01 This agreement shall be for a term commencing on January 1, 1982, for employees on the payroll on the date of execution, for employees laid off after January 1, 1982, and for employees who worked more than 75% of the year 1982 and ending on December 31, 1983.

Dated at Brookfield, Wisconsin, this \_\_\_\_\_ day of March, 1983.

CITY OF BROOKFIELD

By \_\_\_\_\_  
William A. Mitchell, Jr.  
M A Y O R