

RECEIVED
FEB 27 1992
WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the Matter of the Petition of

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL UNION 158

To Initiate Arbitration Between Said Petitioner

-and-

Decision No. 26949-A

VILLAGE OF GRESHAM (UTILITY)

Appearances - Marianne Goldstein Robbins, Attorney at Law, for the Union
Robert Burns, Attorney at Law, for the Employer

International Brotherhood of Electrical Workers, Local Union 158, hereinafter referred to as the Union, filed a petition with the Wisconsin Employment Relations Commission, hereinafter referred to as the Commission, alleging that an impasse existed between it and the Village of Gresham (Utility), hereinafter referred to as the Employer, in their collective bargaining. It requested the Commission to initiate arbitration pursuant to section 111.70(4)(cm)6 of the Municipal Employment Relations Act. A member of the Commission's staff conducted an investigation in the matter.

At all times material herein the Union has been and is the exclusive collective bargaining representative of certain employees of the village, in a collective bargaining unit consisting of journeyman lineman, journeyman lineman and W/S, apprentice lineman, bookkeeper and billing clerk but excluding supervisory, managerial, confidential, temporary and casual employees. The Union and the Employer have been parties to a collective bargaining agreement covering wages, hours and working conditions of the employees in the bargaining unit that expired on January 1, 1991.

On December 11, 1990, the parties exchanged their initial proposals on matters to be included in a new collective bargaining agreement. The parties met on one occasion in an effort to reach an accord on a new collective bargaining agreement. On January 31, 1991, the Union filed a petition requesting the Commission to initiate arbitration. The investigation conducted by a member of the Commission's staff reflected that the parties were deadlocked in their negotiations. By July 27, 1991 the parties submitted their final offers to the investigator and they were advised that the investigation was closed. The Commission concluded that an impasse existed between the parties with respect to negotiations leading toward a new collective bargaining agreement covering wages, hours and conditions of employment. It ordered that arbitration be initiated for the purpose of resolving the impasse and directed the parties to select an arbitrator from the panel submitted to them by the Commission. Upon

being advised that the parties had selected Zel S. Rice II as the arbitrator the Commission issued an order on August 15, 1991 appointing him as arbitrator to issue a final and binding award to resolve the impasse by selecting either the total final offer of the Union or the total final offer of the Employer.

The parties have reached agreement on every issue except wages. The final offer of the Union, attached hereto and marked Exhibit 1, provides that the journeyman lineman would receive an increase to \$11.32 per hour on January 1, 1991. On July 1, 1991 that hourly rate would increase to \$11.66 per hour. On January 1, 1992 the rate would be increased to \$12.13 per hour. On July 1, 1992 the hourly rate of a journeyman lineman would be increased to \$12.49 per hour. The proposal would pay a journeyman lineman and W/S \$11.59 per hour on January 1, 1991. On July 1st the hourly rate would increase to \$11.94 and on January 1, 1992 it would increase to \$12.42. On July 1, 1992 the hourly rate for a journeyman lineman and W/S would increase to \$12.79 per hour. An apprentice lineman would receive 50 percent of a journeyman lineman's rate for the first twelve months of employment, 60 percent of a journeyman lineman's rate for the second twelve months, 70 percent of a journeyman lineman's rate for the third twelve months and 80 percent of a journeyman lineman's rate for the fourth twelve months. After four years the apprentice lineman would become a journeyman lineman. All of the Employer's journeyman linemen have at least five years experience as linemen. The Union's proposal would pay a bookkeeper \$8.35 an hour on January 1, 1991, \$8.60 per hour on July 1, 1991, \$8.94 an hour on January 1, 1992 and \$9.21 per hour on July 1, 1992. A billing clerk would receive \$6.29 an hour on January 1, 1991, \$6.48 on July 1, 1991, \$6.74 per hour on January 1, 1992 and \$6.94 per hour on July 1, 1992. The Employer's final offer, attached hereto and marked Exhibit B proposed revising the wage rates to reflect a 3 percent increase to the journeyman lineman, journeyman lineman and W/S, bookkeeper and billing clerk effective 1-1-91 and a 1 percent increase effective 7-1-91, a 3 percent increase effective 1-1-92 and a 1 percent increase effective 7-1-92. Its proposal would pay the journeyman lineman and W/S \$11.47 per hour on January 1, 1991, \$11.59 per hour on July 1, 1991, \$11.93 per hour on January 1, 1992 and \$12.05 per hour on July 1, 1992. Its proposal would pay the journeyman lineman \$11.21 per hour on January 1, 1991, \$11.32 per hour on July 1, 1991, \$11.66 per hour on January 1, 1992 and \$11.78 per hour on July 1, 1992. The Employer's proposal would provide the bookkeeper with an hourly wage of \$8.27 per hour on January 1, 1991. On July 1, 1991 it would increase to \$8.35 per hour and on January 1, 1992 it would increase to \$8.60 per hour and on July 1, 1992 it would increase to \$8.69 per hour. The billing clerk would receive a salary of \$6.23 per hour on January 1, 1991. On July 1, 1991 it would increase to \$6.29 per hour. On January 1, 1992 it would increase to \$6.48 per hour and on July 1, 1992 it would increase to \$6.54 per hour. The Employer's proposal would provide a journeyman lineman and journeyman lineman and W/S a one year percentage lift over 1990 of 4.04 percent. The bookkeeper would receive a 4.02 percent increase and a billing clerk would receive a 4 percent lift. The Employer's proposal would provide the journeyman lineman a 2 year percentage lift over 1990 of 8.24 percent and the journeyman lineman and W/S would receive

a 2 year percentage lift of 8.25 percent. The bookkeeper would receive a lift of 8.17 percent over the 2 year period and the billing clerk would receive an lift of 8.18 percent. The Union's offer would provide the journeyman lineman with a one year percentage lift over 1990 of 7.1 percent and the journeyman lineman and W/S would receive a 7.18 percent lift. The bookkeeper would receive a one year percentage lift over 1990 of 7.10 percent and the billing clerk would receive one of 7.11 percent. The Union's proposal would provide the journeyman lineman a two year percentage lift over 1990 of 14.80 percent and the journeyman lineman and W/S would receive a 14.81 percent lift. The bookkeeper would receive a 2 year percentage lift over 1990 of 14.69 percent and the billing clerk would receive a lift of 14.71 percent.

The Employer first started operating the utility in 1917. Prior to that a private individual built a dam to power his mill. Later he furnished electricity to some neighbors. In 1917 the Employer took over the dam and started providing electricity to the village itself. It began providing service to the rural areas in 1924. The Employer installed diesel generators in 1945. It began to purchase power from the Wisconsin Power and Light Company and in 1976 it discontinued utilizing the diesel generators. Recently the Employer has modernized the utility by installing an automation package that enables the utility to handle increased loads during times of great demand.

In 1990 the Employer paid a wage of \$10.88 per hour to a journeyman lineman, and \$11.14 per hour to the journeyman lineman and W/S. The bookkeeper received \$8.03 per hour and the billing clerk received \$6.05 per hour.

COMPARABLE GROUPS

The Union proposes two comparable groups. One of them, hereinafter referred to as Comparable Group A consists of the municipal utilities of Algoma, Black River Falls, Clintonville, Elkhorn, Kiel, New Holstein and Spooner. Each of those municipal utilities serves a population of less than 5,000 people. The population ranges from a low of 2,365 at Spooner to a high of 4,605 at Elkhorn. The Union also proposes another comparable group of municipal utilities, hereinafter referred to as Comparable Group B, serving populations of more than 5,000 people. Those utilities are Jefferson, Kaukauna, New London, Oconomowoc, Shawano, Sturgeon Bay and Wisconsin Rapids. The populations served by those utilities ranges from a low of 6,210 at New London to a high of 66,152 at Jefferson. The Employer proposes a comparable group, hereinafter referred to as Comparable Group C, consisting of the municipal utilities at Algoma, Eagle River, Florence and Oconto Falls. The utilities in Comparable Group C all have less than 2,000 customers. The number of customers ranges from a low of 922 customers at Florence to a high of 1,907 customers at Algoma. The Employer serves 912 customers.

The utilities in Algoma, Clintonville, Kiel and New Holstein, which are four of the seven utilities in Comparable A, lie within 75 miles of the Employer.

Spooner, Elkhorn and Black River Falls are much further away. The utilities in Shawano and New London in Comparable Group B are within a few miles of the Employer but they serve a much larger number of customers. The utilities in Comparable Group C all lie within 75 miles of the Employer and the number of customers they serve ranges from 922 at Florence to 1,907 at Algoma.

The Union argues that proximity is an important factor in identifying comparables because the utilities compete for employees within the same labor market and experience the same economic conditions. It contends that on this basis Shawano, although much larger than the Employer, and New London and Clintonville are preferred comparables. It also argues that the goal of arbitration is to replicate to the extent possible the outcome which could be expected from successful collective bargaining and the most appropriate comparisons should include utilities that bargain collectively with their employees. It contends that Comparable Group A and B and particularly those municipal utilities that are in the immediate geographic area provide the best comparisons. It contends that Comparable Group C includes only one municipal utility that has organized employees and bargains with them.

The Employer argues that Comparable Group C more appropriately fits the criteria of comparability than either of the Union's groups. It points out that six of the municipal utilities in Comparable Groups A and B are 100 miles or more from the Employer and there is no data as to the number of employees. It contends that the considerable distances from the Employer of Black River Falls, Elkhorn, Jefferson, Oconomowoc, Rice Lake and Spooner weigh heavily against the Union's proposed Comparable groups. The Employer argues that based on distance, revenue and percentage of rural customers, the Union's proposed municipal utilities are not close to being in the same labor market as the Employer. It asserts that Comparable Group C consists of municipal utilities that are comparable in size to the Employer and are geographically proximate to it. It contends that the scope of a comparable pool is not limited to unionized municipal utility employees.

The arbitrator agrees that the Employer's Comparable Group C is appropriate for comparative purposes. It consists of municipal utilities that have about the same number of customers as the Employer. Both Comparable Groups A and B include municipal utilities that have many more customers and some of them are not in the same geographic area. Comparable Group C does stretch out quite a distance from the Employer. Some of the utilities in it are located 75 miles away from the Employer and cannot be considered as being geographically proximate or having similar economic conditions. The Employer's employees are in the same labor market as Shawano and New London. They work and trade in an economic area that is much more similar to Shawano than it is to Eagle River or Florence. The Employer's customers are completely surrounded by and constitute just a small island in the customer area of the Shawano utility. Accordingly, while the arbitrator finds Comparable Group C to be appropriate, he must consider wage rates paid by the Shawano, New London, Clintonville and other nearby municipal utilities in Comparable Groups A and B.

WAGES

The Employer's proposal of 3 percent/1 percent increase both years of the 1991-92 contract is a reasonable increase if one considers only the increases given by other utilities in any of the comparable groups or those given to other public employees and private sector employees in the immediate geographical area of the Employer. The pattern of settlements in Comparable Group C relied upon by the Employer ranges from 4 percent to 5½ percent in 1991 and that is in the same ballpark as the Employer's proposed 4 percent lift during that year at a cost to it of 3½ percent. The Union's demand for a 7 percent lift over that year at a cost to the Employer of about 5½ percent can not be justified in the absence of some other circumstance. The Employer's proposal is close to the increase in the cost of living. Comparable Group C only has two settlements for 1992 and they provide 4 percent and 5 percent increases. The Employer offers a 4 percent lift during 1992 at a cost to it of 3½ percent and the Union requests a 7 percent lift at a cost to the Employer of 5½ percent. The Employer's proposal is somewhat lower than the increase in the cost of living for the preceeding year but it is close to the other municipal settlements in the City of Shawano and Shawano County which make up the labor market and geographical area and market basket in which the Employer is located. There would seem to be no justification for a lift of 7 percent each year for this bargaining unit at a cost to the Employer of 5½ percent each year unless there is some other circumstance that would justify it.

Another circumstance does exist that changes the picture completely. The Union's proposal would allow lineman in the bargaining unit to reach a wage of \$11.66 by the end of 1991. That rate is well below the rate paid to a lineman in any of the municipal utilities in Comparable Group A. The lowest comparison is found in Algoma and its lineman who have at least five years experience receive \$12.28 per hour in 1991, which is .62 above the Union's final offer. Clintonville paid its lineman \$12.69 per hour in 1991, which is \$1.03 per hour more than the Union proposes for this bargaining unit. In Kiel the lowest rated lineman received \$12.20 per hour from June of 1990 to June of 1991. Other communities in Comparable Group A pay still higher hourly rates ranging from a low of \$14.06 per hour at New Holstein to a high of \$17.19 per hour at Wisconsin Rapids. Oconto Falls paid lineman \$14.80 per hour in 1991. The same pattern continues for 1992. The Union's final offer of a 4 percent/3 percent increase will bring the Employer's lineman up to \$12.49 per hour in July of 1992 which is .36 below the rate in Algoma where a lineman with five years seniority will receive \$12.83 per hour. The disparity between the Employer's rate and the rates of comparable municipal utilities is very great. Comparing rates received by other employees in comparable municipal utilities in the same geographical area in 1991 to those that the Union's proposal would provide the bargaining unit in 1992 indicates the extent of the gap. The Union's proposed rate for lineman in 1992 is still .20 per hour less than Clintonville linemen enjoyed throughout 1991 and dollars lower than the lineman rate in other comparable municipal utilities.

The Employer's final offer for 1992 of \$11.78 per hour would cause the bargaining unit to fall more than \$1.00 behind Algoma's lineman who will receive \$12.83 per hour and more than \$3.00 per hour less than the 1992 rate for lineman in the municipal utilities in Shawano, New London, New Holstein, Oconto Falls and Clintonville. In fact the Employer's 1992 maximum rate is more than \$1.00 lower than the 1991 rate for Oconto Falls, Shawano, New London and New Holstein.

A comparison of the Employer's 1991 bookkeeper's rates with the bookkeeper's rates for municipal utilities in Comparable Group C discloses that the bargaining unit clerical employees are entitled to catch up. The Union's 1991 offer will bring the bookkeeper up to \$8.60 per hour which will still keep it well below the bookkeeper rate at the Algoma municipal utility. The Employer's offer would maintain a gap for the Employer's bookkeepers ranging from .50 an hour to \$1.31 per hour behind the 1991 rates in Comparable Group C.

The Union's proposal would pay a billing clerk \$6.48 per hour in July of 1991 which would be lower than the rate for every other billing clerk in Comparable Group C except at Eagle River. Florence is the only municipal utility in Comparable Group C that has reached agreement for 1992 and it will pay its billing clerk \$8.32 per hour which should be compared to the Employer's maximum rate for billing clerk on July 1, 1991 of \$6.48 per hour. The Employer's 1991 rate for billing clerk on July 1, 1991 is \$6.29 per hour which should be compared to the 1991 average rate for a billing clerk in Comparable Group C of \$7.14 per hour. Its proposal for July 1, 1992 of \$6.54 per hour for a billing clerk is lower than the average rate for a billing clerk in Comparable Group C for 1991.

The rates for a lineman with 5 years experience in Comparable Group C in 1991 were \$12.28 per hour at Algoma, \$12.86 per hour at Eagle River, \$14.80 per hour at Oconto Falls and \$9.79 per hour at Florence. The average rate was \$12.16 per hour. The Employer's 1991 rate for a lineman with five years experience would be \$11.32 per hour which is .84 per hour less than the average in Comparable Group C for that year. The Union's proposal of \$11.66 per hour for a lineman with five years experience on July 1, 1991 would be .50 behind the average rate for lineman in Comparable Group C and at least .62 less than lineman in any municipal utility in Comparable Group C except Florence.

There is an overwhelming disparity between the wage rates provided to the Employer's employees when compared to the rates paid similar employees of other municipal utilities no matter which comparable group is used for comparison. With the exception of the lineman rate in Florence, which is at least 75 miles away from the Employer and where the employees are not represented by a Union, comparable classification in Comparable Groups A, B and C will receive more than the Employer's employees regardless of which offer the arbitrator would select. Only Florence would pay its lineman less and it pays its billing clerk and bookkeeper more. This is exactly the situation in which catch up pay is appropriate. The Union's proposal does provide a 7 percent lift in each year of

the contract and that is a substantial amount. It is a greater lift than the arbitrator would be inclined to give were it not for the fact that there is such a disparity between the rate paid by the Employer and the rate paid by every other municipal utility to every classification except for the rates for linemen at Florence. The Union's proposal has lessened the impact of that 7 percent wage lift each year by proposing that it be given in two steps which would reduce the cost of the increase to 5½ percent each year. That is greater than the increase in the cost of living, but it is justified in view of the need for catch up.

The Employer argues that health care costs paid fully by the Employer must also be considered by the arbitrator. Certainly the total package cost of the Employer's proposal should be considered. However no evidence was presented that would indicate that the fringe benefit package of the Employer is higher than the comparisons utilized by the Employer or the Union. The fact that the Employer pays 100 percent of the health insurance expense does not justify it paying salaries well below the rates paid by every comparable community for every classification except the lineman rate in Florence. While the actual lift provided by the Union's proposal is 7 percent each year, the actual increased cost to the Employer each year for the wage lift is 5½ percent. That is not an outrageous cost in order to bring the bargaining unit closer to the average wage paid by other municipal utilities.

The Employer argues that it spent more money than it took in during August, September and October of 1991. That deficit resulted from the fact that the Employer was engaged in a modernization project that resulted in a temporary shutdown of all of its generators and it had to purchase all of its power. Its expenses were inflated during those months.

The Employer takes the position that because of the state of the local farm economy, its customers cannot pay increased rates. Even though a large percentage of the Employer's customers are classified as rural, only 80 of them are actually involved in farming. That is less than 10 percent of the Employer's customers. The Shawano municipal utility serves a large rural population surrounding the Employer and a much larger number of farmers. They face the same economic conditions that the farm customers of the Employer face and the municipal utility has seen fit to provide its employees with wages well above those sought by the Union for the members of this bargaining unit. The Employer's customer base is a small island surrounded on all sides by customers of Shawano utility. Its employees perform the same type of work and shop in the same markets as those of the Shawano municipal utility. It has to be particularly galling to the Employer's employees to receive as much as \$3.00 per hour less than employees of the Shawano municipal utility who live only a few miles away and do the same work and shop in the same markets.

The Employer argues that the interest and welfare of the public does not support the wage demands of the Union. It points out that it has taken measures

to contain costs by producing its own power during peak hours and reevaluating its insurance policy without affecting benefit levels or beginning employee contributions to the premiums. Every utility is expected to take all of those measures and the mere fact that the Employer has done so does not mean that it should pay its employees lower wages than other municipal utilities do. It argues that its reason to exist is to save its customers money. That is not a valid reason for paying its employees less than is normally received by employees doing comparable work. The Employer had a rate increase in 1989 and that was the first one for the utility in six years. It suggests that the increase proposed by the Union may result in another request for a rate increase and the arbitrator agrees that is a possibility. The Employer argues that frequent rate increases will result in it charging its customers rates equal to that charged by other utilities. That is not a reason for not paying the employees rates comparable to those paid by other utilities. The members of the bargaining unit should not have to bear the cost of providing cheap electricity to the Employer's customers by accepting wages that are far lower than the rate ordinarily paid to employees of municipal utilities doing similar work. That argument might have some merit if the Employer was already charging electrical rates as high or higher than other municipal utilities but it is not. It points with pride to the fact that its rates are low and that is certainly something to be proud of. However the low rates for electrical service should not be maintained by paying employees less than the amount ordinarily paid to employees of municipal utilities who are performing the same work.

The work of a lineman for an electrical utility is dangerous work, particularly when there are storms and power lines come down. Great skill and rigid safety measures are required of lineman in those circumstances. It requires just as much skill and just as much care for a lineman working in the small area served by the Employer as it does for a lineman working in the Shawano municipal utility service area that surrounds it. The employees do the same work and face the same dangers and shop in the same marketplace. There is nothing in the statutes that justifies paying the Employer's employees wages that are well below the average wage paid to employees doing similar work in the region. The Union's proposal will provide members of the bargaining unit with wages that are still lower than those received by employees doing similar work but it does provide improvement in the wage relationships.

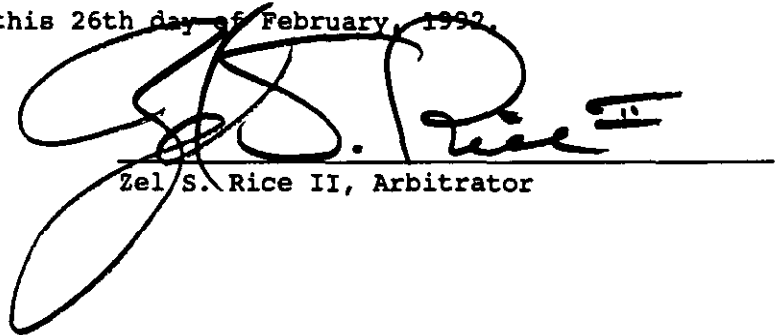
It therefore follows from the above facts and discussion thereon that the undersigned renders the following

AWARD

After full consideration of the criteria set forth in the statutes and after careful and extensive evaluation of the testimony, arguments, exhibits and briefs of the parties the arbitrator finds that the Union's final offer more

closely adheres to the statutory criteria than that of the Employer and directs that the Union's proposal contained in Exhibit 1 be incorporated into the collective bargaining agreement as a resolution of this dispute.

Dated at Sparta, Wisconsin this 26th day of February, 1992.

A large, stylized handwritten signature in black ink, appearing to read "Zel S. Rice II". The signature is written over a horizontal line.

Zel S. Rice II, Arbitrator

EXHIBIT 1

Name of Case: Village of Freshman (Utility)
Case 4, No. 45228, Int/arb 5928

The following, or the attachment hereto, constitutes our final offer for the purposes of arbitration pursuant to Section 111.70(4)(cm)6. of the Municipal Employment Relations Act. A copy of such final offer has been submitted to the other party involved in this proceeding, and the undersigned has received a copy of the final offer of the other party. Each page of the attachment hereto has been initialed by me. Further, we (do) do not authorize inclusion of nonresidents of Wisconsin on the arbitration panel to be submitted to the Commission.

X

X July 17 1991
(Date)

X Joe S. Witzke
(Representative)

X On Behalf of: Local Union 158, I.B.E.W.

RRR Cert. # P 055 847 113

RECEIVED
JUL 18 1991

— WISCONSIN EMPLOYMENT —
RELATIONS COMMISSION

RECEIVED

JUL 17 1991

LOCAL UNION 153
I. B. E. W.

RECEIVED
JUL 01 1991

— WISCONSIN EMPLOYMENT —
RELATIONS COMMISSION

FINAL OFFER of LOCAL UNION 158, I.B.E.W.,

FOR THE EMPLOYEES

at

VILLAGE OF GRESHAM UTILITIES

1991-1992 AGREEMENT

These are the proposals for the final offer of the employees at Village of Gresham Utilities. All other Articles would remain the same as is in the Agreement.

June 28, 1991

STIPULATIONS

ARTICLE III

Section 5B - Holidays

OLD LANGUAGE:

If work other than duty pay work is required on these named holidays, an employee who must work shall receive ~~double~~ the straight time rate for hours worked in addition to the holiday pay, or, alternatively, shall be paid straight time and allowed time off equal to the time worked at the discretion of the employee. If an employee is on duty during a holiday, the employee will receive a day off on the week following the week in which the holiday occurs.

NEW LANGUAGE:

If work other than duty pay work is required on these named holidays, an employee who must work shall receive one and one-half the straight time rate for hours worked in addition to the holiday pay, or, alternatively, shall be paid straight time and allowed time off equal to the time worked at the discretion of the employee. If an employee is on duty during a holiday, the employee will receive a day off on the week following the week in which the holiday occurs.

ARTICLE III

Section 6 - Sick Leave Pay

Paragraph 1

OLD LANGUAGE:

All full-time employees shall receive ~~six~~ sick days per year and may accumulate up to sixty days. ~~The number of sick days will increase to nine days in 1990. The sick days to which employee would be entitled may be adjusted up to sixty if the employee would previously have been entitled to that number of days, had this Agreement been in force.~~ Sick leave is granted in full day units only, except when an employee becomes ill while at work, where the employee shall be charged with using one-half day sick leave if the employee completes four or more hours of work on that day. If an employee works less than four hours, the employee shall be charged with a full day of sick leave.

NEW LANGUAGE:

All full-time employees shall receive nine sick days per year and may accumulate up to sixty days. Sick leave is granted in full day units only, except when an employee becomes ill while at work, where the employee shall be charged with using one-half day sick leave if the employee completes four or more hours of work on that day. If an employee works less than four hours, the employee shall be charged with a full day of sick leave.

STIPULATIONS CONTINUED

ARTICLE IV

Section 4 - Fire Pay

OLD LANGUAGE:

~~Employees who are members of the Gresham Volunteer Fire Department will be compensated by the Utility at the same hourly rate for time spent responding to fire calls while on duty.~~

NEW LANGUAGE:

Employees who are members of the Gresham Volunteer Fire Department who are summoned for fire calls while on duty or summoned before duty but still responding after duty begins shall receive the difference in pay between the Employee's straight time hourly earnings (up to a maximum of eight hours per day or forty hours per week) and the amount received as a volunteer fire fighter. This benefit shall only apply to days when the Employee is scheduled to work and shall not apply to any days the Employee is scheduled for stand by or on call. The Employee must present proof of service and the total amount of fire call pay received. Employees on fire calls are expected to report to work as soon as possible after responding to a fire call.

ARTICLE IX

Section 1 - Pension

OLD LANGUAGE:

~~Effective January 1, 1989, the Utility agrees to pay the mandatory employee contribution at the current statutory rate of gross wages, and the required employer contribution, for participation in the Wisconsin Retirement System for all full-time and part-time employees for each year of 600 hours or more of employment.~~

~~The Utility agrees to make an additional contribution of \$30.00 per month for full time employees to an IRA for the year 1987. For the year 1988, the contribution for full time employees will be \$90.00 per month.~~

NEW LANGUAGE:

The Utility agrees to pay the mandatory employee contribution at the current statutory rate of gross wages, and the required employer contribution, for participation in the Wisconsin Retirement System for all full-time and part-time employees for each year of 600 hours or more of employment.

STIPULATIONS CONTINUED

ARTICLE IX

Section 2 - Life Insurance

OLD LANGUAGE:

~~Effective June 1, 1989, the Utility agrees to pay all premiums to participate in the State Group Life Insurance Plan for all employees. The coverage will provide basic life insurance equal to the employee's previous calendar year earnings, plus spouse and dependent insurance, and supplemental life insurance equal to fifty percent (50%) of the employee's previous calendar year earnings including accidental death and dismemberment benefits in the same amount.~~

~~For the year 1988, and to June 1, 1989, the Utility will maintain the life insurance program currently in force.~~

NEW LANGUAGE:

The Utility agrees to pay all premiums to participate in the State Group Life Insurance Plan for all employees. The coverage will provide basic life insurance equal to the employee's previous calendar year earnings, plus spouse and dependent insurance, and supplemental life insurance equal to fifty percent (50%) of the employee's previous calendar year earnings including accidental death and dismemberment benefits in the same amount.

ARTICLE IX

Section 3 - Disability

OLD LANGUAGE:

~~Effective June 1, 1989, the Utility will begin participation in the State Group Income Continuation Insurance Program for all eligible employees, with a 90 day calendar waiting period, and agrees to pay all premiums. Employees with disability of less than 90, but more than 60 days, will receive benefits directly from the Utility on the same basis as if they were covered by the Group Income Continuation Insurance Program with a 60 calendar day waiting period.~~

NEW LANGUAGE:

The Utility will continue to participate in the State Group Income Continuation Insurance Program for all eligible employees, with a 90 day calendar waiting period, and agrees to pay all premiums. Employees with disability of less than 90, but more than 60 days, will receive benefits directly from the Utility on the same basis as if they were covered by the Group Income Continuation Insurance Program with a 60 calendar day waiting period.

STIPULATIONS CONTINUED

ARTICLE XIV

DURATION OF AGREEMENT

OLD LANGUAGE:

This Agreement shall become effective as of January 1, ~~1988~~ and shall remain in full force and effect until and including December 31, ~~1990~~. It shall continue in effect from year to year thereafter, from January 1 to December 31 of each year unless either party, prior to October 1, before the anniversary date, notifies the other party, in writing, of its desire to amend or terminate this Agreement. Whenever notice is given for change, the nature of the changes desired must be specified in the notice.

NEW LANGUAGE:

This Agreement shall become effective as of January 1, 1991, and shall remain in full force and effect until and including December 31, 1992. It shall continue in effect from year to year thereafter, from January 1 to December 31 of each year unless either party, prior to October 1, before the anniversary date, notifies the other party, in writing, of its desire to amend or terminate this Agreement. Whenever notice is given for change, the nature of the changes desired must be specified in the notice.

SCHEDULE "A"

Last Paragraph deleted

~~In addition to the wages proved for in 1986, the Utility agrees to pay \$0.75 per hour in back wages for each hour worked in 1987. In the case of Bill Hebert, his back wages will be computed on the basis of 2,080 hours, regardless of the hours actually worked. The back wages will be included with the last payroll check of the month in which this Agreement is signed by both parties.~~

TO DELETE

LETTER OF AGREEMENT

~~It is hereby agreed that the Standby Duty and Call In Pay provisions of Article IV of the Agreement shall become effective as of June 1, 1988.~~

UNION PROPOSAL

SCHEDULE "A"

ELECTRIC, WATER/SEWER SERVICE DEPARTMENT

	<u>01/01/91</u>	<u>07/01/91</u>	<u>01/01/92</u>	<u>07/01/92</u>
Journeyman Lineman	\$11.32	\$11.66	\$12.13	\$12.49
Journeyman Lineman & W/S	\$11.59	\$11.94	\$12.42	\$12.79
Apprentice Lineman	1st 12 months 50% of Journeyman Lineman rate 2nd 12 months 60% of Journeyman Lineman rate 3rd 12 months 70% of Journeyman Lineman rate 4th 12 months 80% of Journeyman Lineman rate			

OFFICE DEPARTMENT

Bookkeeper	\$ 8.35	\$ 8.60	\$ 8.94	\$ 9.21
Billing Clerk	\$ 6.29	\$ 6.48	\$ 6.74	\$ 6.94

Employees are expected to make every reasonable attempt to attend training and schooling provided and/or paid for by the Utility. The Utility agrees to establish a school bonus system in which employees will receive a monetary bonus, the amount to be at the discretion of the Utility, for each class satisfactorily completed and approved by the Utility.

EXHIBIT 2

Name of Case: Village of Greesham (Utility)
Case 4, No. 45228, Int/arb 5928

The following, or the attachment hereto, constitutes our final offer for the purposes of arbitration pursuant to Section 111.70(4)(cm)6. of the Municipal Employment Relations Act. A copy of such final offer has been submitted to the other party involved in this proceeding, and the undersigned has received a copy of the final offer of the other party. Each page of the attachment hereto has been initialed by me.
X Further, we (do) ~~(do not)~~ authorize inclusion of nonresidents of Wisconsin on the arbitration panel to be submitted to the Commission.

X 7-18-91
(Date)

X [Signature]
(Representative)

X On Behalf of: VILLAGE OF GREESHAM UTILITY

RECEIVED
JUL 23 1991

— WISCONSIN EMPLOYMENT —
RELATIONS COMMISSION

RECEIVED
JUL 23 1991

— WISCONSIN EMPLOYMENT —
RELATIONS COMMISSION

FINAL OFFER OF
VILLAGE OF GRESHAM UTILITY
to
IBEW LOCAL UNION 158
for
1991-92 Agreement

The Utility reserves the right to modify, add to, delete or revise any of the responses or proposals set forth herein at any time during the course of the bargaining process prior to the close of the investigation per the previously agreed procedure.

July 22, 1991

1. Proposals:

ARTICLE IV. WAGE RATES.

Section 1 - Pay Rates.

Revise Schedule A wage rates to reflect 3% increase to Journeyman Lineman, Journeyman Lineman and W/S, Bookkeeper and Billing Clerk effective 1/1/91, and a 1% increase effective 7/1/91, a 3% increase effective 1/1/92, and a 1% increase effective 7/1/92.

2. Incorporate Tentative Agreements:

ARTICLE III. HOURS OF WORK.

Revise Section 5B - Holidays, as follows:

If work other than duty pay work is required on these named holidays, an employee who must work shall receive *one and one-half* the straight time rate for hours worked in addition to the holiday pay, or, alternatively, shall be paid straight time and allowed time off equal to the time worked at the discretion of the employee. If an employee is on duty during a holiday, the employee will receive a day off on the week following the week in which the holiday occurs.

ARTICLE III. HOURS OF WORK

Revise Section 6 - Sick Leave Pay, as follows:

A full-time employee shall receive *nine* sick days per year and may accumulate up to *sixty* days. Sick leave is granted in full day units only, except when an employee becomes ill while at work, where the employee shall be charged with using one-half day sick leave if the employee completes four or more hours of work on that day. If an employee works less than four hours, the employee shall be charged with a full day of sick leave.

ARTICLE IV. WAGE RATES.

Section 4 - Fire Pay.

Revise to read as follows:

Employees who are members the Gresham Volunteer Fire Department who are summoned for fire calls while on duty or summoned before duty but still responding after duty begins shall receive the difference in pay between the Employee's straight time hourly earnings (up to a maximum of eight hours per day or forty hours per week) and the amount received as a volunteer fire fighter. This benefit shall only apply to days when the Employee is scheduled to work and shall not apply to any days the Employee is scheduled for stand by or on call. The Employee must present proof of service and the total amount of fire call pay received. Employees on fire calls are expected to report to work as soon as possible after responding to a fire call.

ARTICLE IX. PENSION AND INSURANCE.

Section 1 - Pension.

Revise as follows:

The Utility agrees to pay the mandatory employee contribution at the current statutory rate of gross wages, and the required employer contribution, for participation in the Wisconsin Retirement System for all full-time and part-time employees for each year of 600 hours or more of employment.

Delete Paragraph 2 of Section 1.

Section 2 - Life Insurance

Revise as follows:

The Utility agrees to pay all premiums to participate in the State Group Life Insurance Plan for all employees., The coverage will provide basic life insurance equal to the employee's previous calendar year earnings, plus spouse and dependent insurance, and supplemental life insurance equal to fifty percent (50%) of the employee's previous calendar year earnings including accidental death and disbursement benefits in that same amount.

Delete Paragraph 2 of Section 2.

Section 3 - Disability

Revise as follows:

The Utility will continue to participate in the State Group Income Continuation Insurance Program for all eligible employees, with a 90 day calendar waiting period, and agrees to pay all premiums. Employees with disability of less than 90, but more than 60 days, will receive benefits directly from the Utility on the same basis as if they were covered by the Group Income Continuation Insurance Program with a 60 calendar day waiting period.

Schedule A

Delete last paragraph.

Letter of Agreement

Delete Letter of Agreement pertaining to Standby Duty and Call-In Pay.

ARTICLE XIV. DURATION OF AGREEMENT.

Revise dates to reflect agreement duration from January 1, 1991 through December 31, 1992
(two year agreement).