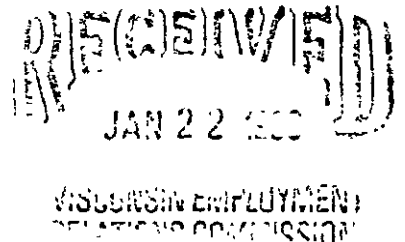


STATE OF WISCONSIN
BEFORE THE ARBITRATOR



In the Matter of the Petition of

**Dane County, Wisconsin, Municipal Employees Local 60,
AFSCME, AFL-CIO**

for the Arbitration of its Dispute with

the City of Middleton

Case 32
No. 52089
INT/ARB-7526
Dec. No. 28528-A

Representations:

Mr. Jack Bernfeld, Staff Representative, Wisconsin Council 40, AFSCME, AFL-CIO representing Local 60.

Mr. Jack Walker, Melli, Walker, Pease & Ruhly, representing the City.

Arbitration Award

Background

On October 4, 1994, representatives of the Dane County, Wisconsin, Municipal Employees Local 60, AFSCME, AFL-CIO (hereinafter referred to as the "Union") and representatives of the City of Middleton, WI. met and exchanged their initial proposals on matters to be included in a successor collective bargaining agreement. Local 60 represents a bargaining unit consisting of regular full-time and part-time employees employed by the City of Middleton in its City Hall, excluding supervisory, confidential, managerial, professional, and craft employees, law enforcement and Public Works personnel, and those employed elsewhere by the City. They met two times subsequently and, having failed to reach agreement on all matters, the Union filed a petition with the Wisconsin Employment Relations Commission on Jan. 11, 1995, requesting it to initiate Arbitration pursuant to Sec. 111.70(4)(cm)6 of the Municipal Employment Relations Act. On March 13, 1995, Richard B. McLaughlin, a member of the Commission's staff, conducted an investigation which reflected that the parties were deadlocked in their negotiations. The parties submitted their final offers to the Commission by September 5, 1995. On Sept. 22, 1995 the Commission directed the parties to select an arbitrator in this dispute to issue a final and binding award in the matter. The undersigned was

chosen as arbitrator and on October 24, 1995 he was appointed by the Commission. He scheduled a hearing on the matter on January 18, 1996.

The Issue

Only one issue remains in the contract dispute. This involve differences in offers providing for the deducting of union dues and fair share service fees for bargaining unit members who do not join the union. The Union's offer would require such deductions from non-members while the City proposes only to continue deductions for members who so request. Pending the hearing on this matter, a similar dispute between the City and another bargaining unit represented by another union was arbitrated; in that award, the union's final offer was selected.

The Statutory Criteria

Sec. 111.70 (7) Wis. Stats. directs the Arbitrator to consider and give weight to certain statutory criteria when making his decision. Those criteria are:

- a. The lawful authority of the employer.
- b. Stipulations of the parties.
- c. The interests and welfare of the public and the financial ability of the unit of government to meet the costs of any settlement.
- d. Comparison of wages, hours and conditions of employment of the municipal employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services.
- e. Comparison of wages, hours and conditions of employment of the municipal employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees generally in public employment in the same community and in comparable communities.
- f. Comparison of wages, hours and conditions of employment of the municipal employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees generally in private employment in the same community and in comparable communities.
- g. The average consumer prices for goods and services, commonly known as the cost-of-living.
- h. The overall compensation presently received by the employees, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits

received.


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

Having considered these aforementioned factors, and having consulted representatives of the parties, the Undersigned makes the following:

Arbitration Award

The 1995-96 collective bargaining agreement between Dane County, Wisconsin, Municipal Employees Local 60, AFSCME, AFL-CIO and the City of Middleton shall incorporate the predecessor Collective Bargaining Agreement as modified by the parties' Tentative Agreements as submitted to the Commission (attached) and shall include the offer of the Union.

Dated this 15th day of January, 1996.


Richard J. Tyson,
Arbitrator

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AUG 15 1995
WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

FINAL OFFER of
Dane County, Wisconsin Municipal Employees
Local 60, AFSCME, AFL-CIO (City Hall unit)
to
City of Middleton
August 14, 1995

The 1993-94 collective bargaining agreement between Dane County, Wisconsin Municipal Employees Local 60, AFSCME, AFL-CIO (City Hall unit) and the City of Middleton shall be modified as follows (redlined language is to be added, ~~strikeouts are to be deleted~~):

1. 8.05 Shift Differential: The City will pay an additional ~~thirty five cents (\$0.35)~~ forty two cents (\$0.42) per hour for all hours worked between 6:00 p.m. and 7:00 a.m.

Same

2. 16.01 Health Insurance: The parties have agreed that the Employer shall provide coverage for employees under the Wisconsin Public Employer Group Health Insurance Plan, ~~with the conversion to such plan to be effected as soon as possible. However, the employer may but shall not be required to provide coverage under the state plan until all represented units of City of Middleton employees have agreed to the change. After coverage begins under the state plan,~~ Such plan or a substantially equivalent plan shall remain in force for the life of this Agreement. The Employer has the right to change carrier, provided the level of benefits is substantially equivalent to the 19934 benefits submitted by the 19934 lowest bidder of the state plan. The Employer shall pay 105% of the monthly premium for the particular plan making the lowest bid from time to time (not to exceed the premium for the particular plan in which the employee is enrolled), for employees and their dependents, if any. The balance of any monthly premium shall be paid by the employee by payroll deductions.

Same?

~~During the life of this Agreement until the employer switches to the state plan, the terms of Section 11.01 from the prior 1990-1991 agreement shall remain in effect.~~

3. Article XVIII - DUES CHECKOFF FAIR SHARE AGREEMENT/DUES CHECKOFF

18.01 The Union, as the exclusive representative of all of 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

new

pay their proportionate share of the costs of such representation as set forth in this article.

18.02 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 age, sex, race, religion, handicap, national origin, marital status, or sexual orientation.

18.03 The Employer shall deduct each month an amount, certified by the Union, as the uniform dues required of all Union members or a fair share service fee as established and certified by the Union, consistent with Section 111.70 of the Wisconsin Statutes. With respect to newly hired employees, such deductions shall commence in the month following the completion of the probationary period.

18.04 The aggregate amount so deducted, along with an itemized list of the employees from whom such deductions were made, shall be forwarded to the Union within the month in which such deductions were made. Any changes in the amount to be deducted shall be certified to the Employer by the Union at least thirty (30) days prior to the effective date of such change. The Employer shall not be required to submit any amount to the Union under the provisions of this Agreement on behalf of employees otherwise covered who are on layoff, leave of absence, or other status in which they receive no pay during the pay period in which such deduction is made.

~~18.04~~ 18.05 Dues Deduction: If the Fair Share Agreement shall be inoperative for any reason, the Employer agrees to deduct monthly Union membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the City by the officers of the Union and the aggregate deduction shall be remitted monthly to the Treasurer of the Union. The City shall be saved harmless in the event of any legal controversy with regard to the application of this Provision, provided each employee will be able to terminate such authorization in any manner provided in Wisconsin Statutes 111.70(3)(a)(6).

18.06 The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits and other forms of liability which may arise out of any action taken by the Employer under this article for the purpose of complying with the provisions of this article.

4. 21.02 Any employee required to use his/her own automobile in the performance of his/her duties for the City shall be reimbursed at the rate of twenty-six cents ~~(20¢)~~ (\$.26) per mile, or the current reimbursement rate

Same

adopted by the City Council, whichever is greater.

5. Article XXIV - Term of the Agreement: This Agreement shall be in full force and effect from January 1, 1993⁵ through December 31, 1994⁶. *The rest of this provision shall not be changed.*

6. Appendix A - Increase all wage rates by four percent (4%) effective January 1, 1995 and by an additional four percent (4%) effective January 1, 1996, as set forth below:

APPENDIX "A"

The following classifications and minimum wages shall be effective:

**Effective January 1, 1995
(4%)**

	<u>Hire</u>	<u>6 Months</u>	<u>18 Months</u>
Eng. Tech. III	\$14.16	\$14.84	\$15.65
Eng. Tech. II	12.86	13.45	14.06
Eng. Tech. I	11.64	12.08	12.53
Custodian	10.60	11.14	11.72
Dispatcher	9.91	10.29	10.62
Secretary	9.83	10.16	10.52
Clerk-Typist II	9.41	9.67	10.03
Clerk-Typist I	9.09	9.40	9.67

**Effective January 1, 1996
(4%)**

	<u>Hire</u>	<u>6 Months</u>	<u>18 Months</u>
Eng. Tech. III	\$14.73	\$15.43	\$16.28
Eng. Tech. II	13.37	13.99	14.62
Eng. Tech. I	12.11	12.56	13.03
Custodian	11.02	11.59	12.19
Dispatcher	10.31	10.70	11.04
Secretary	10.22	10.57	10.94
Clerk-Typist II	9.79	10.06	10.43
Clerk-Typist I	9.45	9.78	10.06

Except for red-circled employees, employees who have been transferred to a new classification shall be deemed to have been "hired" in that classification on the date they began working in the classification (for wage progression purposes only).