

STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

JESUS BARBARY and MARK J. BENZING,

Complainants,

vs.

WISCONSIN EDUCATION ASSOCIATION COUNCIL
and BLACKHAWK TECHNICAL COLLEGE,

Respondents.

Case 50
No. 46915 MP-2558
Decision No. 27140-C

Appearances:

Mr. Jesus Barbary, P.O. Box 485, Beloit, Wisconsin 53512-0485, and Mr. Mark J. Benzing, 2022 Dewey Avenue, Beloit, Wisconsin 53511, appearing pro se.

Mr. Bruce Meredith, Staff Counsel and Ms. Mary A. Pitassi, Associate Counsel, Wisconsin Education Association Council, 33 Nob Hill Drive, P.O. Box 8003, Madison, Wisconsin 53708-8003, appearing on behalf of the Wisconsin Education Association Council.

Godfrey & Kahn, S.C., Attorneys at Law, by Mr. Jon E. Anderson, 131 West

Wilson

FINDINGS OF FACT,
CONCLUSIONS OF LAW AND ORDER

On August 8, 1991, Complainants Jesus Barbary and Mark J. Benzing filed a complaint of unfair labor practices against the Wisconsin Education Association Council with the Wisconsin Employment Relations Commission and on January 8, 1992, amended their complaint to include Blackhawk Technical College as a Respondent and alleged that Respondents had committed prohibited practices within the meaning of the Municipal Employment Relations Act. On February 5, 1992, the Commission appointed Lionel L. Crowley, a member of its staff, to act as Examiner and to make and issue Findings of Fact, Conclusions of Law and Order as provided in Sec. 111.07(5), Stats. Hearing on the amended complaint was held on May 11, 1992 in Janesville, Wisconsin. The parties made oral arguments at the hearing as to their respective positions and the Complainants submitted a written brief of their position on June 24, 1992. The Examiner, having considered the evidence and arguments of the parties, and being fully advised in the premises, makes and issues the following Findings of Fact, Conclusions of Law and Order.

FINDINGS OF FACT

1. Jesus Barbary and Mark J. Benzing, hereinafter referred to as the Complainants, are individuals whose respective addresses are P.O. Box 485, Beloit, Wisconsin 53512-0485 and 2022 Dewey Avenue, Beloit, Wisconsin 53511.

No. 27140-C

2. Wisconsin Education Association Council, hereinafter referred to as WEAC, or the Union, is a labor organization within the meaning of Sec. 111.70(1)(h) and its offices are located at 33 Nob Hill Drive, Madison, Wisconsin 53708-8003.

3. Blackhawk Technical College, hereinafter referred to as the College, is a municipal employer within the meaning of Sec. 111.70(1)(j), Stats., and has its offices located at 6004 Prairie Road, Janesville, Wisconsin 53547.

4. The Complainants at all times material herein have been employed as custodians by the College.

5. The College and WEAC are parties to a collective bargaining agreement in effect for the time period July 1, 1989 through June 30, 1992 which covers the Complainants and which contains a grievance procedure culminating in binding arbitration. The collective bargaining agreement also contains the following provision:

ARTICLE 2 - MANAGEMENT RIGHTS

The Board retains and reserves the sole right to manage its affairs in accordance with all applicable laws and legal requirements, except as limited by the specific provisions of this Agreement. Included in this responsibility, but not limited thereto, is the right to:

- A. Determine the number, structure and location of all departments and divisions.
- B. Determine the kinds and number of services performed.
- C. Determine the number of positions and classifications thereof, to perform such services.
- D. Direct the work force
- E. Establish qualifications for hire.
- F. Promote and retain employees.
- G. Test and to hire.
- H. Transfer and assign employees.
- I. Suspend, discharge, demote, or take other disciplinary action.
- J. Release employees from duty because of a lack of work or funds.
- K. Maintain efficiency of operations by determining the method, the means and the personnel by which such operations are conducted and to take whatever actions are reasonable and necessary to carry out the duties of the various departments.
- L. Make reasonable work rules.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and Wisconsin Statutes; Section 111.70, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of Wisconsin, and the Constitution and Laws of the United States.

The collective bargaining agreement contains no provision for a work study of jobs or for a work study committee to evaluate jobs.

6. On September 12, 1990, Complainant Barbary made a written request to the College that a time study be conducted on his work area. The request was made to Jeff Amundson, the Facility Manager and the Complainants' supervisor. At the time of this request, Complainant Barbary was assigned on the third shift as custodian for the Industrial Occupations building and Complainant Benzing was assigned on the third shift as custodian for the Business Occupation building. Jeff Amundson responded in writing to this request on September 13, 1990 indicating that he felt there was no need to do a time study and gave the reasons for his decision.

7. On February 1, 1991, the College held a meeting with the custodial staff with Jeff Amundson present along with his supervisor, Bob Borremans, the Assistant Director/Administrative Services, as well as Connie Hilst, the local union president. The purpose of this meeting was to make the custodians aware of certain happenings and to inform them to keep their eyes open. The happenings were that phone cords were getting cut, items were missing, like staplers, and things were being moved around. At the time of this meeting, the College's representatives asked if there were any concerns that anyone wanted to bring up. Complainant Barbary stated that he was having problems with his area, it being larger than the rest of the areas assigned to custodians and he didn't have time to do all of his duties and he wanted a work time study. Bob Borremans replied that there was no need for a time study.

8. In attendance at this same meeting on February 1, 1991 was custodian Al Stiegman, who at that time was also vice-president of the local union. After Complainant Barbary stated he was having problems, Stiegman made a statement to the effect that if Barbary would come in on time and not leave early, he would have time to finish his work. Barbary took strong exception to this statement, stating he came in on time and did not leave early. Barbary then submitted a request to the union's Executive Committee to have Stiegman removed from his office as Vice-President for the defamatory statement. Union President Hilst informed Barbary on April 8, 1991, that the Executive Committee would hear Barbary's rebuttal to Stiegman's remarks at a meeting on April 18, 1991. The Committee met and considered the matter but Stiegman was not removed from office. Stiegman however lost his office in an election held that same day.

9. After the February 1, 1991 meeting, local union president Connie Hilst requested the College do a study of the custodial work areas. On February 12, 1991, Bob Borremans responded to this request indicating that the College would agree to the formation of a committee established by the parties to examine the Complainants' work areas. The committee would consist of two members appointed by Hilst and two by Borremans. The committee was to make a recommendation to Borremans who retained the right to make the final decision on work assignments.

10. On February 21, 1991, Connie Hilst named custodians Joyce Randall, who had previously worked one of the areas to be studied, and Everett Montayne, the Chief Steward, and Borremans named Jeff Amundson and Alan Ferguson, the College's Personnel Director. The committee met on March 8, and again on March 28, 1991. In between the two meetings, Everett Montayne went to Barbary's area and counted the number of rooms and voiced a concern about the time to vacuum them at the second meeting. Amundson showed Montayne the vacuuming schedule he had assigned to Barbary which provided that rooms were to be vacuumed every other day and Montayne's concerns were satisfied. The committee unanimously made the recommendation that the work areas assigned remain the same. These results were sent to the Complainants by Connie Hilst on April 19, 1991.

11. Complainants sent a memo to Everett Montayne, Chief Steward, dated May 21, 1991 asking that a grievance be filed because the study was not done in good faith, and was not conducted by neutral parties such that Article 2 of the collective bargaining agreement was violated. On May 28, 1991, the Union's grievance committee met for approximately one hour and reviewed the request along with the agreement and then decided that there was no basis to file a winning grievance. Connie Hilst informed the Complainants of this result by a memo dated June 4, 1991. Article 5 of the collective bargaining agreement allows employes to file grievances and process them up to the arbitration stage but neither Complainant filed a grievance on this matter.

12. The statement made by Al Stiegman at the February 1, 1991 custodial meeting was not made in his capacity as a union officer. Stiegman was not acting as a union representative in this matter, and his statement is not attributed to the union and does not evidence that the Union itself was acting in an arbitrary, capricious, or bad faith manner in seeking a work study of the Complainant's positions or in the participation or result of the study committee.

13. The appointment to the Work Study Committee of Joyce Randall and Everett Montayne by the local union president was not shown to be arbitrary, discriminatory or in bad faith. The evidence failed to demonstrate that these individuals were biased against the Complainants or that they had a conflict of interest or acted in bad faith. The Union's participation in the study committee and the result thereof were shown to be neither arbitrary, discriminatory or in bad faith.

14. The Union's handling of the Complainant's request that a grievance be filed was not shown to be perfunctory but rather the evidence establishes that the Union made a considered decision after reviewing the terms of the collective bargaining agreement and the relevant facts. The evidence indicates that the local union had a rational basis for its decisions, that it did not act in an arbitrary, discriminatory or bad faith manner and that, at all times material herein, it fairly represented the Complainants.

Upon the basis of the above and foregoing Findings of Fact, the Examiner makes and issues the following

CONCLUSIONS OF LAW

1. The Commission lacks jurisdiction to determine any violation of state or federal law related to veteran's status and only has jurisdiction to determine violations specified in Chapter 111, Wis. Stats.

2. WEAC and the local union did not violate its duty of fair representation with respect to the Complainants either by the statement made by Al Stiegman on February 1, 1991 or its participation in the work study committee as well as the result produced by said committee or by the decision not to process a grievance on behalf of the Complainants, and accordingly did not violate Secs. 111.70(3)(b)1 and 4 of the Municipal Employment Relations Act.

3. Having concluded that WEAC and its local union did not violate its duty of fair representation to Complainants, there is no jurisdiction to determine the allegations that Blackhawk Technical College violated Sec. 111.70(3)(a)5 of the Municipal Employment Relations Act.

Upon the basis of the above and foregoing Findings of Fact and Conclusions of Law, the Examiner makes and issues the following

ORDER 1/

IT IS ORDERED that the complaint, as amended, be, and the same hereby is, dismissed in its entirety.

Dated at Madison, Wisconsin this 17th day of July, 1992.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By Lionel L. Crowley /s/
Lionel L. Crowley, Examiner

(Footnote 1/ appears on the next page.)

1/ Any party may file a petition for review with the Commission by following the procedures set forth in Sec. 111.07(5), Stats.

Section 111.07(5), Stats.

(5) The commission may authorize a commissioner or examiner to make findings and the findings or order. If no petition is filed within 20 days from the date that a copy of the findings or order of the commissioner or examiner was mailed to the last known address of the parties in interest, such findings or order shall be considered the findings or order of the commission as a body unless set aside, reversed or modified by such commissioner or examiner within such time. If the findings or order are set aside by the commissioner or examiner the status shall be the same as prior to the findings or order set aside. If the findings or order are reversed or modified by the commissioner or examiner the time for filing petition with the commission shall run from the time that notice of such reversal or modification is mailed to the last known address of the parties in interest. Within 45 days after the filing of such petition with the commission, the commission shall either affirm, reverse, set aside or modify such findings or order, in whole or in part, or direct the taking of additional testimony. Such action shall be based on a review of the evidence submitted. If the commission is satisfied that a party in interest has been prejudiced because of exceptional delay in the receipt of a copy of any findings or order it may extend the time another 20 days for filing a petition with the commission.

BLACKHAWK TECHNICAL COLLEGE

MEMORANDUM ACCOMPANYING FINDINGS OF FACT,
CONCLUSIONS OF LAW AND ORDER

In their complaint initiating these proceedings and in the amended complaint, the Complainants alleged that WEAC had committed prohibited practices in violation of Section 111.70(3), Stats. by violating its duty of fair representation to them by failing to request to do a time study on their jobs, by failing to use neutral parties to conduct the time study and by the committee's rendering an unjust decision. The Complainants alleged that the College had committed a prohibited practice by failing and refusing to negotiate the matter of a time study in good faith. Respondents denied that they committed any prohibited practices. The County also asserted that unless Complainants proved that WEAC breached its duty of fair representation, the Complainants could not pursue a claim of contractual violation against the College.

Complainant's Position

The Complainants contend that they have shown there was a breach of the Union's duty of fair representation. They submit that it is undisputed that at the February 1, 1991 labor/management meeting, local union Vice-President Allen Stiegman committed a breach of the duty by making a statement which was defamatory and damaging as it influenced the outcome of the time study committee. It claims that as the statement was made to all attendees at the meeting, it not only showed Stiegman's opinion but influenced those who were placed on the committee. It argues that this intimidation was done to deny Complainants the enjoyment of their legal rights. The Complainants also maintain that the Union's coercion (sic) with the College to deny Complainants a neutral time study committee and to violate the collective bargaining agreement was a breach of the duty of fair representation. The Complainants assert that they have the largest areas, the most responsibilities and are expected to perform at a superior pace to their co-workers and thus are subject to disparate treatment. The Complainants insist that it can be inferred from Stiegman's statement that the Union's role was to go along with the College and to keep the Complainants from pursuing enjoyment of their legal rights. They note that only the Union can arbitrate a grievance and this situation deterred Complainants from filing individual grievances. The Complainants contend that the Respondents must demonstrate a legitimate reason for the disparate treatment of Complainants and this they failed to do. They claim that it is a violation of Wisconsin Statutes to give preferential treatment on the basis of shift as this infers a racial motive as Afro-Americans are last hired and first fired and have the least seniority and the least senior employees are assigned to the third shift. Alternatively, the Complainants assert that the Respondents' excuse for disparate treatment is merely pretextual. The Complainants conclude that Respondents have violated the law and should be held accountable.

WEAC's Position

WEAC points out that there are certain things which are mandatory subjects of bargaining and others which are permissive and the amount of work assigned to a person is generally permissive and this is an area that the Union has great difficulty in obtaining concessions in negotiations. It notes that the collective bargaining agreement was the first contract it negotiated with the College and all problems cannot be resolved in one contract and one area that it was unable to achieve was equitable division of work or any limitation on the College's assignment of work. The Union contends that it was at a contractual disadvantage but it took a very responsible approach by getting a study committee and appointing two individuals to it, the Chief Steward and another employee who had experience in the job, as these would have the most

credibility in seeking changes. It asserts that the committee met twice and considered a lot of information and the Chief Steward went around and physically examined the area and was assured that vacuuming didn't have to be done every night. It maintains that this was really bargaining and the Union made sure the Complainants were being treated fairly. It submits that the committee acted in good faith.

With respect to the grievance, the Union showed that it had an hour-long meeting and looked at every possible way a grievance could be brought but concluded it had really no grounds and declined to file one based on good faith that there was no way it could win. It argues that Complainants are in the wrong forum because the Complainants really want different contract language and the issue is not whether the work is fair but whether the College was being unreasonable and the Union's actions must be viewed from that standard.

WEAC takes the position that the unfortunate statement made by Stiegman was at a custodial meeting where he was not acting as a Union representative but simply as an employee. It maintains that there was absolutely no evidence that the committee was unfair or the union acted in anything less than good faith on the grievance. It alleges that the grievants have an unrealistic view of labor rights whereby they could insist that the members of the committee not be employees as it would be completely unrealistic to expect the College to go along with this when there was no contractual obligation to do so. WEAC concludes that the evidence fails to show any unfair representation and the Union should be commended in trying to do the best it could.

College's Position

The College, citing Mahnke v. WERC, 66 Wis. 2d 526 (1975), contends that the Examiner has no authority to consider whether the College violated the labor agreement unless the Union has been found to have breached its duty of fair representation. It submits that the Union did not breach its duty of fair representation as there was no labor contract violation in this case because nothing in the contract limits the College's authority to determine the work assignments of its employees. It maintains that the College had no contractual obligation to study the work of the Complainants and could have said no to the Union's request. It states that, perhaps in the spirit of labor-management participation, the College did establish the committee and if there was a need for a change as determined by the committee, they would have worked it out. The College believes that the Union had a duty to investigate whether a contractual violation occurred and it satisfied this duty by making the request to study the work. The College stipulates that the square footage is not equal but the jobs, the work that can be done in an eight-hour shift, are equitably distributed, and while the Complainants may disagree, this does not constitute a violation of the contract. The College asks that the complaint be dismissed.

DISCUSSION

In Vaca v. Sipes, 386 U.S. 171, 177, 64 LRRM 2369, 2371 (1967) and Mahnke v. WERC, 66 Wis. 2d 524 (1974), the courts set forth the requirements of the duty of fair representation a union owes its members. A union must represent the interests of all its members without hostility or discrimination, to exercise its discretion with good faith and honesty, and to eschew arbitrary conduct. The Union breaches its duty of fair representation only when its actions are arbitrary, discriminatory or in bad faith. 2/ The Union is allowed a wide range of reasonableness, subject always to complete good faith and honesty of purpose in the exercise of its discretion. 3/ As long as the Union

2/ Vaca v. Sipes, 386 U.S. 171, 64 LRRM 2369 (1967); Coleman v. Outboard Marine Corp., 92 Wis. 2d 565 (1979).

3/ Ford Motor Co. v. Hoffman, 345 U.S. 330, 31 LRRM 2548 (1953).

exercises its discretion in good faith, it is granted broad discretion in the performance of its representative duties. 4/ Complainants have the burden to demonstrate, by a clear and satisfactory preponderance of the evidence, each element of its contention. 5/ Mahnke, supra, requires that a Union's exercise of discretion be put on the record in sufficient detail so as to enable the Commission and reviewing courts to determine whether the Union has made a considered decision by review of relevant factors.

Applying these principles to the facts of the present case reveals the following:

The Complainants assert that the statement made by Allen Stiegman on February 1, 1991, demonstrates a breach of the Union's duty of fair representation. The evidence established that Stiegman was attending the February 1, 1991 meeting because he was a custodian and was not acting as a Union representative in this meeting, and the mere fact that he held office in the Union does not mean that his statement is attributed to the Union. It is concluded that Stiegman made the statement simply as an employee and not in his official capacity. Even if Stiegman's statement is attributed to the Union, it does not establish a violation of the duty of fair representation. Stiegman's statement did not prevent the formation of the committee to study the Complainants' jobs and Stiegman had no input in the selection of committee members, the committee's deliberations or its results. The mere existence of bad feelings is not sufficient to support a claim of unfair representation by the Union representative. 6/ Even where animosity existed between a steward and employee, any deficiencies in the steward's handling of a grievance could be remedied by the steward's union superiors. 7/ Here, the Union president requested a time study, which the College agreed to, all of which took place after Stiegman's statement. 8/ The committee had no connection with Stiegman thereafter. Complainants must show some causal connection between the statement and the outcome of the committee. Complainants have asserted that Stiegman's statement influenced the outcome of the committee presumably by influencing the two members appointed by the Union president. There was absolutely no evidence that the two appointees were affected in any way by Stiegman's statement and Complainants have failed to meet their burden of proving by a clear and satisfactory preponderance of the evidence that Stiegman's statement influenced the committee in any way and was the basis of unfair representation on the part of the Union.

The Complainants also argued that the Union along with the College coerced the Complainants in the exercise of their rights by establishing a study committee which was not neutral thereby denying them fair representation. What rights? The Complainants have not shown that they had any right to a job study under the contract or under Sec. 111.70, Stats. The claim of rights has been plucked from thin air. The Complainants have made a giant leap to a

4/ West Allis - West Milwaukee School District, Dec. No. 20922-D (Schiavoni, 10/84) aff'd by operation of law, Dec. No. 20922-E (WERC, 10/84); Bloomer Jt. School District, Dec. No. 16228-A (Rothstein, 8/80), aff'd by operation of law, Dec. No. 16228-B (WERC, 8/80).

5/ West Allis - West Milwaukee School District, *ibid.*

6/ Schleper v. Ford Motor Co., 107 LRRM 2500, 2502 (D. Minn, 6/80); see also Hardee v. Allstate Services, Inc., 537 F.2d 1255, 92 LRRM 3342 (4th Cir., 1976).

7/ National Rural Letter Carriers Ass'n., 271 NLRB No. 165 (1984).

8/ Ex. 10.

conclusion without establishing any premise to support this conclusion. First, there is no provision in the agreement which provides for a study of one's job let alone a study committee. 9/ Furthermore, Complainant Barbary had requested a time study on his area on September 12, 1990 which was denied by the College. 10/ In his request, there was no reference to any contractual provision and no grievance was ever filed over it. 11/ The verbal request made by Complainant Barbary on February 1, 1991 was again denied by his supervisors at the College. 12/ Complainant Barbary made no claim of a contractual right to such a study and never grieved it. Despite Barbary's requests and corresponding denials by the College, the Union requested the College to study the Complainant's work areas. The Union had just negotiated the first contract with the College and had not dealt with any of these issues in bargaining and the chief spokesman could not come up with any language in the contract to justify a grievance. 13/ The College could have said no to such a study as it had done to Complainant Barbary or have done their own study, but instead, it proposed a study committee with equal representation from both Union and management. 14/ The Union obtained something that was not in the contract and was for the benefit of the Complainants.

Complainants make a valid argument that once the committee was established, the union representatives were required to act in good faith. There was no evidence of any coercion or collusion to deny Complainants any rights they could assert and no evidence was presented that the committee was a sham. On the contrary, the committee met on two occasions and the chief steward investigated on his own and the other committee member appointed by the union was familiar with the work area. 15/ The record fails to demonstrate that the Union and/or committee members acted in any manner other than in good faith with honesty of purpose. Complainants assert that the committee was not neutral as the Union named two custodians who might have their duties increased and were employees of the College. The Complainants again are jumping to conclusions without establishing any premises to support these conclusions. The College's offer to set up the committee was that the Union name two members. The Union acted responsibly in naming employees who were familiar with custodial duties at the College. The Complainants have failed to prove any bias on the part of these members and they have failed to show any right of their own or of the Union to name outsiders to the committee. In short, Complainants had no right to a study committee and certainly had no right to state who would be on the committee. The Complainants asserted that the union members had a conflict of interest because they are employees. The evidence presented failed to show that either union member would be adversely affected by any decision the committee made nor was there any evidence shown that indicated that merely because they were employees was there a conflict or that the committee was biased. The evidence indicates that the union members of the committee acted in good faith and there is no evidence that any conduct on the part of the union was arbitrary, discriminatory or in bad faith.

9/ Ex. 8.

10/ Ex. 9.

11/ Ex. 9.

12/ Tr. 29, 31 and 32.

13/ Tr. 155.

14/ Ex. 10.

15/ Exs. 15, 16; Tr. 76, 86, 92.

The Complainants did not argue in their brief that the union's refusal to file a grievance constituted a breach of the duty of fair representation. A union is not under any absolute duty to pursue a grievance and a violation of the duty of fair representation is not established merely by proving that the underlying grievance was meritorious. 16/

A review of the evidence with respect to the grievance shows that the chief steward took it to the grievance committee who deliberated for an hour looking for a reason to file a grievance and couldn't find any. 17/ This evidence establishes that the Union did not process the grievance in a perfunctory manner. There was no evidence of animosity, there was no slighting or disregard in assessing the merits of the grievance, nor was there any other indication of bad faith or arbitrary conduct.

The Complainants simply disagree with the committee's result. They feel that they are being treated unfairly as they have the largest square footage areas to clean and this is disparate treatment. As the Union correctly pointed out, fairness is not the test here, but it is whether the College's assignments can be said to be unreasonable. The evidence does not demonstrate that the assignments are unreasonable. It must be noted that the Complainants only asked that a study be done. It was only through the Union's efforts that a committee was formed to study their jobs. The committee studied their jobs and found no evidence of disparate treatment and the evidence fails to prove otherwise. The committee's decision was not pretextual. The Complainants do not like the result of the study committee so have resorted to claims of unfair representation and bias. The evidence indicates that the Union did its best to get a study done and appointed persons that would give the committee results credibility and these individuals were not shown to be biased or to have acted in bad faith. The evidence indicates that a proper and honest study was done and the Complainants can ask for nothing more. Even if Complainants had selected who they wanted for the study committee, the final result might have been the same. Additionally, the College retained the sole right to make the final decision with respect to job assignments so despite the committee's recommendations, the College may have made no changes in assignments. It is concluded that the Union has acted properly and it has not been shown that it engaged in any conduct which was arbitrary, discriminatory or in bad faith. Hence, the Union did not breach its duty of fair representation to Complainants.

Having concluded that the Union did not breach its duty of fair representation toward the Complainants, the Examiner has no authority to consider any breach of contract claims against the College. 18/ Furthermore, the evidence failed to show that any action was taken against Complainants because of the exercise of any rights under Sec. 111.70(2), Stats.

In conclusion, the Union was not shown to have unfairly represented the Complainants and hence there is no jurisdiction to determine whether the College violated the contract. As previously noted, the Commission has no independent jurisdiction to decide any state or federal statutory claims related to

16/ Stanley v. General Foods Corp., 88 LRRM 2862 (5th Cir., 1975).

17/ Tr. 87, 90, 94.

18/ Mahnke v. WERC, 66 Wis.2d. 524 (1975) at 532.

veteran's status or Title VII of the Civil Rights Act or other laws other than claims under Sec. 111.70, Stats. 19/ Consequently, the complaint has been dismissed in its entirety.

Dated at Madison, Wisconsin this 17th day of July, 1992.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By Lionel L. Crowley /s/
Lionel L. Crowley, Examiner

19/ Moraine Park Technical College, Dec. No. 25747-B (McLaughlin, 3/89).