

STATE OF WISCONSIN

ARBITRATION AWARD

In the Matter of the Petition to
Initiate Mediation-Arbitration
between

GATEWAY TECHNICAL INSTITUTE

and

GATEWAY VOCATIONAL, TECHNICAL
AND ADULT EDUCATION DISTRICT
BOARD CLERICAL EMPLOYEES,
LOCAL 2738, AFSCME, COUNCIL 40,
AFL-CIO

Case XI
No. 22471 MED/ARB-7
Decision No. 16153-B

Appearances:

Mulcahy & Wherry, S.C., Attorneys at Law, by Mr. Mark L. Olson, appearing on behalf of Gateway Technical Institute.

Mr. Richard Abelson, District Representative, Wisconsin Council of County and Municipal Employees, appearing on behalf of Local 2738.

ARBITRATION AWARD:

On March 13, 1978, the undersigned was appointed neutral chairperson of a tripartite mediation-arbitration panel, pursuant to Section 111.70 (4) (cm) 6.b. of the Municipal Employment Relations Act, in the matter of a dispute existing between Gateway Technical Institute, referred to herein as the Employer, and Local 2738, Wisconsin Council of County and Municipal Employees, AFSCME, Council 40, AFL-CIO, referred to herein as the Union. Pursuant to the statutory responsibilities, the undersigned conducted mediation meetings between the Employer and the Union on April 25, April 26, May 22, and June 1, 1978. During the course of the four days of mediation the parties were able to agree on the resolution of many issues that were in dispute between them, but were unable to resolve a limited wage issue, set forth below, voluntarily. At the conclusion of the proceedings conducted on June 1, 1978, the parties executed a stipulation wherein they set forth (1) that Jos. B. Kerkman constitute the sole arbitrator to resolve issues pertaining to wage rates to become effective January 1, 1979, for "full time employees on schedule" and for "full time employees off schedule"; (2) the parties, in said stipulation, submitted their final offers with regard to the above-noted issues; (3) that Jos. B. Kerkman be authorized to issue an award based "upon his sole determination or discretion as to the resolution of the items remaining in dispute"; (4) that the parties agreed that Jos. B. Kerkman has the sole jurisdiction over the determination of the issues in dispute and that the three-member panel be dissolved; and (5) that Jos. B. Kerkman issue a bench award on June 1, 1978, disposing of the wage issues remaining in dispute and incorporating those items previously agreed to by the parties, subject to an order from the Wisconsin Employment Relations Commission revising the jurisdiction of the arbitrator in the original order of appointment dated March 13, 1978; and subject to a written confirmation of the bench award issued on June 1, 1978.

On June 2, 1978, the Wisconsin Employment Relations Commission amended the order appointing mediator-arbitrator which they had issued on March 13, 1978, to read as follows:

That Jos. B. Kerkman is hereby appointed as the sole arbitrator to issue a final and binding award, based upon his sole determination or discretion to resolve the issue pertaining to wage rates to be paid as of January 1, 1979, for full time employes on schedule and for full time employes off schedule in the employ of Gateway Technical Institute.

This Award confirms the bench decision made by the undersigned on June 1, 1978, with respect to the wage issues that were still in dispute, and further sets forth those items that were agreed to voluntarily between the parties on June 1, 1978. All matters that had been agreed to prior to June 1, 1978, both in negotiations between the parties, as well as those items agreed to prior to June 1, 1978, in mediation meetings with this mediator-arbitrator, have previously been stipulated to by the parties and are to be included in their Collective Bargaining Agreement.

AWARD

Pursuant to the jurisdiction conferred on the undersigned by the submission from the parties; and pursuant to the authority conferred upon the undersigned by the amended order appointing mediator-arbitrator as issued by the Wisconsin Employment Relations Commission on June 2, 1978; that Arbitrator directs the Employer and the Union to include the following items in their Collective Bargaining Agreement which shall become effective July 1, 1977, and remain in effect until June 30, 1979:

1. A. Effective January 1, 1979, wage rates as shown in the wage schedule which becomes effective July 1, 1978, for full time employees on schedule are to be increased by 3%.
 - B. Effective January 1, 1979, wage rates for full time employees off schedule are to be increased by 3% of the Step 7 rate shown in the wage schedule which becomes effective July 1, 1978.
2. Those items previously agreed to between the parties, prior to June 1, 1978, are to be incorporated into the Collective Bargaining Agreement as they have been stipulated to by the parties.
3. Those items agreed to in mediation on June 1, 1978, are to be included in the Collective Bargaining Agreement as follows:

A. WAGE SCHEDULES

1. Racine Employees: Effective 1/1/78

| | I | II | III |
|---|------|------|------|
| 0 | 3.72 | 4.10 | 4.57 |
| 1 | 4.13 | 4.55 | 5.08 |
| 2 | 4.24 | 4.66 | 5.21 |
| 3 | 4.34 | 4.76 | 5.34 |
| 4 | 4.44 | 4.86 | 5.47 |
| 5 | 4.55 | 4.97 | 5.60 |
| 6 | 4.65 | 5.07 | 5.73 |
| 7 | 4.76 | 5.18 | 5.86 |

2. Kenosha Employees: Effective 1/1/78

| | | | |
|---|------|------|------|
| 0 | 3.43 | 3.81 | 4.28 |
| 1 | 3.81 | 4.23 | 4.76 |
| 2 | 3.92 | 4.34 | 4.89 |
| 3 | 4.02 | 4.44 | 5.02 |
| 4 | 4.12 | 4.54 | 5.15 |
| 5 | 4.23 | 4.65 | 5.28 |
| 6 | 4.33 | 4.75 | 5.41 |
| 7 | 4.44 | 4.86 | 5.54 |

3. Kenosha Employees: Effective 7/1/78 Kenosha and other employees not covered by the Racine campus shall be assimilated into the appropriate steps of the 1/1/78 Racine employees schedule.

4. All full-time employees shall receive an appropriate step increase, except those who are "off schedule" on July 1, 1978.

5. Retroactivity for the period prior to January 1, 1978, as proposed by the Employer.

6. Off Schedule Employees:

Racine Campus: 86¢ per hour effective January 1, 1978.

Kenosha Campus: 54¢ per hour effective January 1, 1978.

32¢ per hour effective July 1, 1978.

7. Part time employees Wage Schedule:

| 1/1/77 | I | II | III |
|--------|--------|--------|--------|
| | \$3.52 | \$3.62 | \$3.81 |
| 1/1/78 | \$3.84 | \$3.94 | \$4.14 |

8. Severed full time employees shall receive pro-rated retroactive pay to their date of severance; employees shall be required to make arrangement to receive their retroactivity within 45 days of the ratification of the terms of the Agreement by both parties.

B. TIMING OF STEP INCREASES

During the first year of employment, employees hired during the period July 1 - December 31 shall be eligible for a step increase pursuant to the negotiated wage schedule on July 1 of the succeeding year. Employees hired during the period January 1 - June 30 shall not be eligible for the July 1 step increase during their first year of employment. All step increases shall occur on July 1 of each year.

C. Kenosha-Elkhorn employees are to be placed on the wage schedule as follows, effective 1/1/78

| | |
|--------------|-------|
| Amentrop | I-3 |
| Anderson | II-6 |
| Behman | I-2 |
| Boiking | I-4 |
| Christiansen | off |
| Dragan | II-7 |
| Faraone | II-5 |
| Friedl | I-7 |
| Haak | II-3 |
| Hapanowicz | II-5 |
| Jones | I-4 |
| Kaufman | I-4 |
| Krimmel | II-7 |
| Marcoe | I-3 |
| Milkus | off |
| Muller | II-5 |
| Nation | II-7 |
| Newell | II-3 |
| Parker, J. | II-4 |
| Peterson, E. | I-7 |
| Pollard | I-5 |
| Rende | off |
| Fraid | II-4 |
| Simmons | III-7 |
| Soer | II-7 |
| Strash | off |
| Voight | off |
| Steinbach | II-1 |
| Santanlii | I-2 |
| Wiedmeyer | I-2 |

D. Racine employees are to be placed on the wage schedule as follows, effective 1/1/78:

| | |
|-----------|---------|
| Fett | II off |
| Lee | II-5 |
| Mack | II-6 |
| Murphy | III off |
| Nelson | II off |
| Nielson | III off |
| Ricchio | II off |
| Schmaling | II-6 |
| Atwell | II-1 |
| Parker | II-1 |
| Altergott | II-1 |
| Dahler | II-1 |
| Clayment | II-1 |
| Helding | I-2 |
| Glembocki | II-7 |
| Zirbes | II-1 |

Dated at Fond du Lac, Wisconsin, this 13th day of June, 1978.

Jos. B. Kerkman /s/
Jos. B. Kerkman, Mediator-Arbitrator

JBK:rr