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WISCONSIN EMPLOYMENT RELATIONS COMMISSION RELATIONS COMMISSION

BEFORE THE MEDIATOR-ARBITRATOR

In the Matter of the Arbitration Between

INSTRUCTIONAL AIDES and EDUCATIONAL ASSISTANTS, AFT, LOCAL 212, WFT, AFL-CIO

and

MILWAUKEE AREA BOARD OF VOCATIONAL, TECHNICAL and ADULT EDUCATION DISTRICT No. 9

* Case XCIX
* No. 26118
* Decision No. 18254-A
* MED/ARB-700
* OPINION and AWARD

APPEARANCES:

For the Union: Steve Kowalsky, WFT, Milwaukee

For the District: James Urdan Esq., Quarles & Brady, Milwaukee

BACKGROUND

On May 1, 1980, the Instructional Aides and Educational Assistants, AFT, Local 212, WFT, AFL-CIO (referred to as the Union) filed a petition with the Wisconsin Employment Relations Commission (WERC) requesting that the Commission initiate mediation-arbitration pursuant to Section 111.70(4)(cm)(6) of the Municipal Employment Relations Act to resolve a collective bargaining impasse between the Association and the Milwaukee Area Board of Vocational, Technical and Adult Education District No. 9 (referred to as the District or the Employer). The impasse relates to a bargaining unit composed of recruiters, specialists and technicians.

On November 21, 1980, the WERC found that the parties had substantially complied with the procedures set forth in Section 111.70(4)(cm) required prior to the initiation of mediation-arbitration and that an impasse existed within the meaning of Section 111.70(4)(cm)(6). On December 15, 1980, after the parties notified the WERC that they had selected the undersigned, the WERC appointed the undersigned to serve as mediator-arbitrator to resolve the impasse pursuant to Section 111.70(4)(cm)(6)(b-g). No citizens' petition pursuant to Section 111.70(4)(cm)(6)(b) was filed with the WERC.

By agreement, the mediator-arbitrator met with the parties on February 5, 1981 in Milwaukee, Wisconsin, to mediate the dispute. When the dispute remained unresolved, the mediator-arbitrator held an arbitration meeting (hearing) on February 16, 1981 in Milwaukee, Wisconsin at which time the parties were given a full opportunity to present evidence and oral arguments. Letter briefs were filed with and exchanged by the arbitrator.

ISSUES AT DISPUTE

Only one issue remains in dispute between the parties and that relates to 1979-1980 and 1980-1981 salaries for library and media technicians, recruiters and educational services assistants. The parties have agreed on salary schedules for specialists I, II, and III. The Union's final salary offer is attached hereto as Annex "A" and the Employer's final salary offer is attached hereto as Annex "B".

STATUTORY CRITERIA

In resolving this dispute, the mediator-arbitrator is directed by Section 111.70(4)(cm)(7) to consider and give weight to the following factors:

- a. The lawful authority of the municipal 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 proposed settlement.

d. Comparison of wages, hours and conditions of employment of the municipal employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally in public employment in the same community and in comparable communities and in private employment in the same community and in comparable communities.

e. The average consumer prices for goods and services, commonly known as the cost-of-living.

f. The overall compensation presently received by the municipal 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.

g. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

h. 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.

POSITIONS OF THE PARTIES

The Union

The Union generally supports its position in this arbitration because it believes its final offer implements the basic policy that there should be a single salary schedule for employees performing jobs with similar duties and responsibilities and provides for more comparable raises for bargaining unit employees.

More specifically, the Union justifies its similar classification treatment for student service specialists I, recruiters, educational services assistants, and technicians by pointing out that (with the exception of the technicians): 1) these employees often work side by side and provide similar services to the same targeted prospective MATC student populations and 2) their job descriptions and actual functions are substantially similar. The Union rejects the Employer's justification for a differential based upon different educational qualifications since such a distinction, in the eyes of the Union, is of minimal value and, moreover, the bachelor degree requirement for the student service specialist I was adopted only after the representation election and without any accompanying change in job content.

As part of its presentation, the Union submitted parts of the transcript from the WERC representation proceeding as evidence of its assertion that there is a "stark similarity" in the jobs involved in its proposed reclassification. Indeed, the Union notes that representation proceeding testimony relating to the technicians' positions justifies a higher salary schedule than that proposed for the student service specialist I.

In addition, the Union notes that the Employer's higher costing of the Union salary proposal reflects a misunderstanding of how it is to be implemented. According to the Union, for the 13 affected employees, the Employer's proposal will produce a 23.6% two year increase while the Union's proposal represents a 30% two year increase, a difference that represents a minimal dollar cost, particularly since the Employer has raised no inability to pay argument in this proceeding. The Union then notes that its proposed increases based upon justified

reclassifications are not out of line with already negotiated reclassifications for certain student service specialists which average approximately 33.3% for the same two year period. Finally, the Union rejects salary data presented by MATC from other voc-tech districts as insufficient and not comparable.

For all these reasons, the Union concludes that its offer is justified and should be selected.

The Employer

The Employer supports its final offer by contending that its offer provides greater equity both within the bargaining unit and with other MATC employees while the Union's reclassification proposal is without justification. The Employer acknowledges that salary offer differences herein do not amount to a very large sum of money but it expresses concern that implementation of the Union's offer will lead to a broader adverse financial impact for the District and greater employee dissension in the future, both within and without the bargaining unit, as other employees seek similar favorable treatment.

The Employer further points out that it has already agreed to a generous total compensation and language package for this first agreement, some bargaining unit reclassifications and a basic salary increase of 8% for each contract year. In contrast, the Union's proposal reflects a "drastic upgrading" because of the reclassification component of its offer.

For the District, the basic justification for its position rejecting further reclassifications rests upon the different job descriptions containing different minimum training and experience requirements for specialists (both inside this unit and outside it) in contrast to the recruiter, technician and educational services assistant positions. The Employer further points out that the negotiated progression from specialist I to II supports its position as does the more general MATC job progression from recruiter to specialist to counselor. The fact that the specialist's job duties are more complicated and demanding than those jobs which the Union argues are comparable is additional clear proof for the District of the reasonableness of its position.

Finally, the Employer points to its salary offer herein as providing equitable treatment for all bargaining unit members, a judgment reinforced by salary treatment for other MATC employees and by salaries received by similarly situated employees in other voc-tech districts. Based upon all these points, the Employer concludes that its offer is more reasonable.

In a post-hearing communication, the Employer requests the arbitrator to consider a recent interest arbitration award issued by Arbitrator Zel Rice on March 2, 1981 concerning a unit of MATC teachers. The Employer believes that Arbitrator Rice's discussion of the salary issue before him is additional support for MATC's salary position in this arbitration proceeding.

DISCUSSION

This impasse dispute concerns a group of MATC employees (recruiters, technicians and student service specialists) which is being accreted to an existing collective bargaining unit of paraprofessionals (instructional aides and educational assistants) following a WERC conducted election. The larger existing bargaining unit is presently covered by a collective bargaining agreement which will not expire until June 30, 1981. Thus this impasse arises out of separate negotiations for a small group of employees; it will be the only such negotiations prior to the time when the expanded paraprofessional unit will be bargaining for a successor agreement.

The subject matter of this impasse is a narrow one. The parties have agreed upon all items in dispute except for the 1979-1980 and 1980-1981 salary schedules. They have further agreed upon a basic salary increase of 8% for each of the two years, reclassifications for certain student service specialists, and codification of prior practices governing promotions from specialist I to specialist II. The only (but key) difference between the parties in this proceeding is the appropriate classification for recruiters, media and library technicians, and

educational services assistant I. The Union argues that the thirteen employees in these job titles deserve the same classification and pay range presently applicable to specialist I. It proposes a salary schedule to implement this basic position which contains a "phase in" designed to reduce the cost to the Employer. The Employer rejects this approach and proposes instead a two year salary schedule based upon four pay groupings for members of this accreting group.

The Employer concedes that the immediate implementation costs for the Union's proposal are not very great although it places a somewhat higher price tag on the Union's final offer because of its different understanding about salary schedule placement under the Union's proposal. The Employer, however, is very concerned about the broader economic and employee relations consequences which it believes will result from accepting the Union's offer.

The basic issue that must be resolved by the arbitrator in this proceeding is whether the Union has presented sufficient evidence to justify the proposed reclassification contained in its offer in the light of the different training and experience requirements presently contained in the pertinent job descriptions as well as the differing job responsibilities pointed to by the District.

In the judgment of the undersigned, the Union has presented clear evidence that the job duties and responsibilities of library technicians are at least equal to that of the specialist I position, particularly when it is noted that these library technicians perform their job responsibilities in a setting where there is no regular direct supervision by an administrator with similar professional training. Thus the magnitude of responsibilities required and performed by the library technicians (all of whom have at least an undergraduate degree with a major or minor in library science) justifies the Union's reclassification proposal for library technicians. The evidence is less persuasive for the media technicians.

As to the other disputed reclassifications proposed by the Union, while there is some relevant evidence relating to overlapping responsibilities between the specialist I on the one hand, and recruiters and educational services assistants, on the other hand, that evidence is insufficient to overcome the Employer's arguments that there are in fact significantly different job duties and responsibilities as well as different training and experience requirements for these positions. Moreover, the Employer's offer already contains some upgrading for the recruiter and educational services assistant positions (but not the technicians) so that their compensation will more accurately reflect their job responsibilities than the 1978-79 and prior salary schedules permitted.

The Union notes that the upgrading of the training and experience requirements for the specialist I position took place following the representation election and also points out that there was no corresponding change in job duties at that time. Standing alone, however, these arguments are insufficient to overcome the reasonableness of the Employer's decision to upgrade the training requirements for the specialist I job in this bargaining unit, to bring it into line with other MATC specialists outside this bargaining unit, and to recognize the special responsibilities of the student service specialist I in this bargaining unit for services to the whole prospective student community as well as additional duties performed by this specialist in connection with the specially equipped recruiting van.

In view of the above conclusion that, with the exception of the position of library technicians, the Union has not presented sufficient evidence to justify its proposal reclassifying recruiters, technicians and educational services assistant I to the same pay range as specialists I, the undersigned believes that she must select the Employer's final offer in this case. The final offer whole package format of this proceeding requires such a result. Reclassification for the library technicians and new proposals for equitable salary relationships among all job classifications contained in the accreting unit (and other MATC paraprofessionals as well) will, no doubt, be subjects to be discussed during union-management negotiations for a successor agreement.

AWARD

Based upon all the evidence and arguments presented by the parties, the discussion above and the statutory criteria set forth in Section 111.70(4)(cm) (7), the arbitrator selects the Employer's final offer and directs that it be incorporated into a collective bargaining agreement along with all already agreed upon items.

Madison, Wisconsin
April 7, 1981

June Miller Weisberger

ARTICLE V - WAGES

Section 1 - Wage Schedules

a) The 1979-1980 biweekly salary schedule shall be as follows:
(Retroactive to July 1, 1979)

Class I ¹	YEARS OF SERVICE					Senior Worker
	1	2	3	4	5	
Ed. Serv. Asst. I Native American Recruiter Spanish American Recruiter Library Technician Media Technician Student Services Spec. I	570.94	599.12	629.25	661.40	695.61	729.77
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Class II						
Native American Specialist Spanish American Specialist Student Services Specialist II	677.12	710.15	743.87	780.74	819.70	860.67
<hr/>						
Class III						
Student Serv. Spec. III	780.74	819.70	860.67	901.39	944.71	991.63

¹ The reclassification of Ed. Serv. Asst. I, Native American Recruiter, Spanish American Recruiter, Library Technician, and Media Technician will be retroactive to July 1, 1980. The above employees will move to the lowest salary step in the Class I classification that provides a minimum of a one step increase in salary over said employees old classifications, which are as follows for 1979-80:

Ed. Serv. Asst. I Native American Recruiter Spanish American Recruiter	494.58	518.68	544.84	570.95	599.12	629.26
Library Technician Media Technician	516.43	537.80	560.96	584.10	609.05	635.77

Annex A page 1

Annex A
11-17

b) The 1980-1981 biweekly salary schedule shall be as follows:
 (Retroactive to July 1, 1980)

Class I ²	YEARS OF SERVICE					Senior Worker
	1	2	3	4	5	
Ed. Serv. Asst. I						
Native American Recruiter						
Spanish American Recruiter						
Library Technician						
Media Technician						
Student Serv. Spec. I	616.62	647.05	679.59	714.31	751.26	788.15
<hr/>						
<u>Class II</u>						
Native American Specialist						
Spanish American Specialist						
Student Serv. Spec. II	731.29	766.96	803.38	843.20	885.28	929.52
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<u>Class III</u>						
Student Services Spec. III	843.20	885.28	929.52	973.50	1020.29	1070.96

² See Footnote 1.

Annex A
 Page 2
 James R. Hill
 11-17-80

MEDIATION-ARBITRATION BETWEEN
MATC AND AFT, LOCAL 212, RECRUITERS, SPECIALISTS AND TECHNICIANS

FINAL OFFER OF MATC AS OF NOVEMBER 17, 1980

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MATC proposes the following:

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ARTICLE V - WAGES

Section 1 - Salary Schedules

NATIONAL EMPLOYERS
RELATIONS BOARD (NLRB)

a) The 1979-80 biweekly salary schedule shall be as follows:

	<u>Years of Service</u>					<u>S.W.</u>
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	
Ld. Serv. Asst.	516.41	537.80	560.95	584.10	609.04	635.76
Library Technician	516.41	537.80	560.95	584.10	609.04	635.76
Media Technician	516.41	537.80	560.95	584.10	609.04	635.76
Student Recruiter	516.41	537.80	560.95	584.10	609.04	635.76
Stud. Recr.-Hispanics	516.41	537.80	560.95	584.10	609.04	635.76
Stud. Recr.-Nat. Americans	516.41	537.80	560.95	584.10	609.04	635.76
Student Services Spec. I	570.94	599.12	629.25	661.40	695.61	729.77
S.S. Spec. I-Hispanics	570.94	599.12	629.25	661.40	695.61	729.77
S.S. Spec. I-Nat. Americans	570.94	599.12	629.25	661.40	695.61	729.77
Student Services Spec. II	677.12	710.15	743.87	780.74	819.70	860.67
S.S. Spec. II-Hispanics	677.12	710.15	743.87	780.74	819.70	860.67
S.S. Spec. II-Nat. Americans	677.12	710.15	743.87	780.74	819.70	860.67
Student Serv. Spec. III	780.74	819.70	860.67	901.39	944.71	991.63

b) The 1980-81 biweekly salary schedule shall be as follows:

	<u>Years of Service</u>					<u>S.W.</u>
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	
Ed. Serv. Asst.	557.72	580.82	605.83	630.83	657.76	686.62
Library Technician	557.72	580.82	605.83	630.83	657.76	686.62
Media Technician	557.72	580.82	605.83	630.83	657.76	686.62
Student Recruiter	557.72	580.82	605.83	630.83	657.76	686.62
Stud. Recr.-Hispanics	557.72	580.82	605.83	630.83	657.76	686.62
Stud. Recr.-Nat. Americans	557.72	580.82	605.83	630.83	657.76	686.62
Student Services Spec. I	616.62	647.05	679.59	714.31	751.26	788.15
S.S. Spec. I-Hispanics	616.62	647.05	679.59	714.31	751.26	788.15
S.S. Spec. I-Nat. Americans	616.62	647.05	679.59	714.31	751.26	788.15
Student Services Spec. II	731.29	766.96	803.38	843.20	885.28	929.52
S.S. Spec. II-Hispanics	731.29	766.96	803.38	843.20	885.28	929.52
S.S. Spec. II-Nat. Americans	731.29	766.96	803.38	843.20	885.28	929.52
Student Serv. Spec. III	843.20	885.28	929.52	973.50	1,020.29	1,070.96

The former position of Student Services Specialist (CETA) is to be abolished as a separate classification and the duties formerly covered by that classification shall be included in the Student Services Specialist I and II classifications. The Student Services Specialist-Native Americans and Student Services Specialist-Hispanics shall be subject to the same in-series promotion from the I level to the II level as other Student Services Specialists as provided in Article V, Section 4, of the stipulated issues set forth in Appendix A.

All three (3) incumbents in the three (3) altered classifications (C. Clayvon, S. Davids, and O. Cervera) will move to the Student Services Specialist II classification effective July 1, 1979, at the lowest salary step in the new classification that provides a minimum of a one (1) step increase in salary.

11-17-1980
C. A. Erickson