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WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In The Matter Of The Arbitration Between:

MADISON AREA VOCATIONAL, TECHNICAL
AND ADULT EDUCATION DISTRICT NO. 4

and

Decision No. 18358-A

MADISON AREA TECHNICAL COLLEGE
SUPPORT STAFF UNION LOCAL 3872 WFT,
AFT, AFL-CIO

Appearances: Fred Skarich, Representative, for the Union
Donald D. Johnson, Attorney at Law, for the Employer

Madison Area Technical College Support Staff Union, Local 3872, WFT, AFT, AFL-CIO, hereinafter referred to as the Union, is the exclusive collective bargaining representative of all office, clerical, custodial, maintenance and related employees employed by Madison Area Vocational, Technical and Adult Education District No. 4, hereinafter referred to as the Employer. The Union and the Employer have been parties to a collective bargaining agreement covering wages, hours and working conditions and it expired on December 21, 1980. On October 27, 1980, the parties exchanged their proposals on matters to be included in the new collective bargaining agreement. Thereafter they met on two occasions in an effort to reach an accord on a new collective bargaining agreement. On November 18, 1980, the Union filed a petition with the Wisconsin Employment Relations Commission requesting that it initiate mediation/arbitration pursuant to section 111.70(4)(cm) 6 of the Municipal Employment Relations Act. On December 22, and December 23, 1980, Stephen Pieroni, a member of the Commission staff, conducted an investigation which reflected that the parties were deadlocked in their negotiations. On December 23, the parties submitted their final offers to the investigator. The Union's final offer is attached hereto and marked addendum "A". The Employer's final offer is attached hereto and marked addendum "B". Upon being advised that the parties remained at impasse the Wisconsin Employment Relations Commission named Zel S. Rice II as the mediator/arbitrator in the dispute. A mediation session was held at Madison, Wisconsin, on February 19, 1981. The arbitrator determined that the parties were at impasse and the arbitration phase of the proceeding was scheduled for April 1, 1981. Pursuant to the stipulation that the parties could amend their final offers each party submitted a new final offer. The Union's subsequent final offer is attached hereto and marked addendum "C" and the Employer's is marked addendum "D".

The Union's final offer proposes that all employees be given a salary increase on the base line of 9 percent or 61 cents per hour, whichever is greater, retroactive to December 21, 1980. It also seeks a provision that all employees shall receive automatic salary step increase of 4 percent after six

months, 8 percent after 18 months, 12 percent after 30 months and 16 percent after 42 months. Those classifications presently receiving more than a 4 percent step increase would retain their higher percentage. Any employee promoted or reclassified to a higher position would be placed on a salary schedule at the appropriate step and would then receive the automatic salary increases until the maximum was reached. There was also a provision that as of June 28, 1981, longevity increases would be 3 percent of the base pay beginning the fifth year of continuous employment, 6 percent of the base pay beginning the eighth year of continuous employment, 8 percent of the base pay beginning the tenth year of continuous employment, 9 percent of the base pay beginning the twelfth year of continuous employment, 10 percent of the base pay beginning the fourteenth year of continuous employment, 11 percent of the base pay beginning the sixteenth year of continuous employment, 12 percent of the base pay beginning the eighteenth year of continuous employment, and 13 percent of the base pay beginning the twentieth year of continuous employment. The Employer's proposal consists of a proposal that the salary be increased 8.5 percent. The Employer indicated to the Union that its proposal was retroactive to December 21, 1980.

The current salary schedule between the parties contains four steps over the minimum. These step increases take effect after 6 months, 18 months, 30 months and 42 months. The steps range from a low of 2.34 percent of the base to a high of 4.97 percent of the base. The percentage of increase in the steps varies within the classification. For example, the Custodial Worker 1 receives 2.46 percent of the base at the first step, 2.75 percent of the base at the second step, 2.34 percent of the base at the third step, 3.27 percent of the base at the fourth step. At the end of the fourth step, the Custodial Worker 1 is receiving 11.29 percent above the base. A Senior Programmer would receive an increase of 4.6 percent of the base at the first step, 4.97 percent of the base at the second step, 4.72 percent of the base at the third step, and 4.77 percent of the base at the fourth step. The total increase that a Senior Programmer would receive after reaching the fourth step would be 20.5 percent above the base. The Union's proposal would make each of the step increases 4 percent of the base except that those classifications that have step increases in excess of 4 percent would preserve them. The total additional cost of the Union's final offer is \$258,464, which is an 11.5 percent increase. To that should be added the \$9,630 increase in the cost of the project positions. The total increase could be \$268,094 or 11.77 percent. This would provide an average salary increase of 11.037 percent for members of the bargaining unit. The Employer's final offer would cost \$207,632 which is a 9.24 percent increase. The additional cost of the project positions under the Employer's offer would be \$8,781 making a total increase of \$216,413 or 9.5 percent. The consumer price index has increased 12.5 percent during the term of the last collective bargaining agreement. In June of 1980, the salaries for teachers, administrators and ancillary staff members was 81.45 percent of the total payroll, and the salaries for this bargaining unit constituted 18.55 percent of the total payroll of the Employer. If the Employer's proposal was adopted by the arbitrator, the salaries for teachers, administrators and ancillary staff would be 81.75 percent of the total payroll, and the salaries for the members of this bargaining unit would constitute 18.25 percent of the total payroll. The proposal of the Union would retain the ratio. The 124 members of this bargaining unit constitute 26.5

percent of the total of 467 employees. The total governmental funding available to the Employer for the current year is \$24,355,435 as compared to the \$21,764,295 that was available last year. The longevity step increases for the faculty of the Employer provide salary increases of 70.3 percent in a period of 14 years. A Clerk Typist 2 in this bargaining unit would receive step increases of 12.2 percent in 2.5 years and longevity increases of an additional 12.2 percent in the next 15.5 years. The step increases for the various classifications in the bargaining unit vary, but the longevity increases are the same for all members of the bargaining unit. Under the current salary schedule, the total of the step and longevity increases available for a Clerk Typist are 123.11 percent while a Senior Programmer could receive total step and longevity increases of 133.75 percent. The Union's proposal increasing the steps to a minimum of 4 percent of the base would make available to a Clerk Typist total step and longevity increases of 131.08 percent of the base and a Senior Programmer could receive total step and longevity increases of as high as 136.17 percent. The Employer pays its teachers the second highest salaries of all of the 15 VTAE districts in the State of Wisconsin. Only Milwaukee is higher. Waukesha and District 1 have teacher salary schedules that are fairly close to the Employer. During the 1979-1980 school year, the remaining VTAE school districts paid at least \$1,200 a year less than the Employer to every category of teacher. In the 1980-1981 school year, the differential is almost \$1,500.

The position standards of the Employer are not necessarily the same as those of other employers in the area for similarly described positions. Some employers in the area have automatic progression to the next highest classification, but the Employer does not. The City of Madison has paid a Clerk Typist a starting rate of \$385.53 bi-weekly since December 21 of 1980. As of May 10, 1981, that rate has increased to \$412.92 bi-weekly. A clerk typist at the second step receives \$403.55 bi-weekly, and that increases to \$431.39 bi-weekly as of May 10, 1981. It pays a clerk typist at step three \$419.95 bi-weekly, and that will increase to \$448.20 on May 10, 1981. A clerk typist at the fourth step receives \$438.77 bi-weekly, and that will increase to \$467.49 on May 10, 1981. A clerk typist at the top of the range receives \$462.55 and that will increase to \$491.86 as of May 10, 1981. The City of Madison pays employees in the classification of Custodial Worker II from \$6.44 to \$7.63 an hour. The State of Wisconsin pays employees in that category \$5.61 to \$6.32. The Madison Public Schools pays Custodial II workers from \$6.82 to \$7.87 per hour. Dane County pays its Custodial II workers between \$6.16 and \$6.87 per hour. The Milwaukee Area Technical College pays its Custodial II workers from \$5.36 an hour to \$6.31. The Waukesha VTAE district pays its custodial workers from \$5.55 an hour to \$7.72 an hour. The Blackhawk VTAE district pays its Custodial Worker II \$6.02 an hour. The City of Madison pays a Maintenance Mechanic I between \$7.79 and \$9.00 per hour. The State of Wisconsin pays the Mechanics I between \$6.32 and \$7.25 per hour. The Madison Public School pays the Maintenance Mechanic I between \$7.80 and \$8.90 per hour. Dane County pays a Maintenance Mechanic I between \$7.71 and \$8.70 an hour. Milwaukee Area Technical College pays a Maintenance Mechanic I between \$6.80 and \$8.16 per hour. Waukesha VTAE pays a Maintenance Mechanic I between \$5.73 and \$7.92 per hour. The Blackhawk VTAE pays a Maintenance Mechanic I a top rate of \$6.54 per hour. The City of Madison pays a Clerk Typist I \$4.97 an hour. The State of Wisconsin pays a

Clerk Typist I between \$5.18 an hour and \$6.36 an hour. The Madison Public School pays a Clerk Typist I between \$5.11 an hour and \$5.93 an hour. Dane County pays a Clerk Typist I between \$5.54 and \$6.92 an hour. The Milwaukee Area Technical College pays a Clerk Typist I between \$5.21 and \$6.05 per hour. Waukesha VTAE district pays a Clerk Typist I between \$4.54 and \$5.42 per hour. The Blackhawk VTAE district pays a Clerk Typist I a maximum salary of \$4.80 per hour. The City of Madison pays a Secretary I between \$6.75 and \$7.81 per hour. The State of Wisconsin pays a Secretary I between \$5.81 and \$7.25 per hour. The Madison Public School pays a Secretary I between \$6.63 and \$7.73 per hour. Dane County pays a Secretary I between \$6.73 and \$7.51 per hour. Milwaukee Area Technical College pays a Secretary I between \$6.69 and \$8.00 an hour. Waukesha VTAE district pays a secretary I between \$5.42 and \$6.47 per hour. The City of Madison pays an Account Clerk I between \$6.55 and \$7.56 per hour. The State of Wisconsin pays an Account Clerk I between \$5.47 and \$6.78 per hour. The Madison Public School pays an Account Clerk I between \$5.68 and \$6.70 per hour. Dane County pays an Account Clerk I between \$6.40 and \$7.09 per hour. Milwaukee Area Technical College pays an Account Clerk I between \$6.10 and \$7.25 per hour. Waukesha VTAE district pays an Account Clerk I between \$5.10 and \$6.10 per hour. Blackhawk VTAE district pays an Account Clerk I a top salary of \$4.96 per hour. The City of Madison pays a Data Entry Operator between \$5.91 and \$6.74 per hour. The State of Wisconsin pays a Data Entry Operator between \$5.18 and \$6.36 an hour. Madison Public School pays a Data Entry Operator between \$5.11 and \$5.93 per hour. Dane County pays a Data Entry Operator between \$5.99 and \$6.57 an hour. Milwaukee Area Technical College pays a Data Entry Operator between \$6.10 and \$7.25 per hour. The Waukesha VTAE district pays a Data Entry Operator between \$4.82 and \$5.75 an hour. The Blackhawk VTAE district pays a Data Entry Operator a maximum of \$4.80 per hour. The City of Madison pays a Lead Data Entry Operator between \$6.28 and \$7.26 an hour. The State of Wisconsin pays a Lead Data Entry Operator between \$5.47 and \$6.76 per hour. Madison Public School pays a Lead Data entry Operator between \$5.48 and \$6.41 per hour. The Milwaukee Area Technical College pays a Lead Data Entry Operator between \$6.69 and \$8.00 an hour. The City of Madison pays a Data Processing Programmer between \$8.81 and \$10.38 an hour. The State of Wisconsin pays a Data Processing Programmer between \$8.80 and \$12.23 per hour. The Madison Public School pays a Data Processing Programmer between \$7.66 and \$8.81 per hour. Dane County pays a Data Processing Programmer between \$9.19 and \$12.14 per hour. Milwaukee Area Technical College pays a Data Processing Programmer between \$8.44 and \$10.12 per hour. Waukesha VTAE district pays a Data Processing Programmer between \$8.45 and \$10.08 per hour.

The Employer's proposal would pay a Custodial Worker II the second highest wage at the start of the range and the third highest at the top of the range of all of the public employers in the City of Madison. It would pay a Maintenance Mechanic I the highest rate at the start of the range and the third highest at the top of the range of all of the public employers in the City of Madison. Its proposal would pay a Clerk Typist I the highest rate at the start of the range and the second highest at the top of the range of all public employers in the City of Madison. Its salary schedule for a Secretary I is the highest at all steps of all of the public employers in the City of Madison. Its proposal would pay an Account Clerk I the highest pay at all steps of any public employer in

the City of Madison. Its proposal for a Data Entry Operator would pay the highest rate for all steps of any public employer in the City of Madison. The proposal for a Lead Data Entry Operator would pay the highest rate for all steps of any public employer in the City of Madison. Its proposal would pay a Data Processing Programmer the second highest rate at the bottom of the range and third highest at the top of the range of all public employers in the City of Madison.

The Union's proposal would pay Maintenance Mechanic I, Clerk Typist I, Secretary I, Account Clerk I, Data Entry Operator, Lead Data Entry Operators and Data Processing Programmers the highest rates at every step of their classifications of all the public employers in the City of Madison. The Union's proposal would pay the Custodial Worker II the second highest salary at all steps of any public employer in the City of Madison.

In a 1980 salary survey of 50 different employers in the City of Madison, in the banking finance industry, insurance industry, manufacturing industry, utilities industry, government agencies, retail and wholesale businesses and others, twenty-two employers employed 78 Switchboard Operators. The average salary paid to that classification was \$5.14 per hour. The Employer has two employees in that classification and the salary range is from \$5.67 to \$6.36 per hour with an average of \$6.62. That is the third highest average salary paid to a Switchboard Operator of all of the 50 employers surveyed. Twenty-nine employers employ 265 Clerk Typist I. They receive an average salary of \$5.17 per hour. The Employer pays a Clerk Typist I between \$5.39 and \$5.98 per hour with an average of \$5.63. It has seven employees in the classification of Clerk Typist I and they receive the highest average salary paid by any employer in the Madison area. Twenty-five employers in the Madison area hire 123 experienced Clerk Typists and pay them an average salary of \$4.73 an hour. The Employer pays its 12 experienced Clerk Typists between \$5.67 and \$6.36 per hour with an average of \$6.17. This is the fourth highest average salary paid to an experienced Clerk Typist in the Madison area. Twenty-six employers in the Madison area employ 207 Secretary I employees and pay them an average salary of \$5.76 per hour. The Employer pays its ten Secretary I employees between \$6.36 and \$7.24 an hour with an average of \$7.46 which is the second highest average salary paid by any employer to a Secretary I in the Madison area. Forty-one employers employed 364 Accounting Clerk II employees in the Madison area and pay them an average salary of \$5.45 an hour. The Employer pays an Accounting Clerk II between \$6.18 and \$7.03 an hour with an average of \$6.36 which is the third highest average salary among all the employers in the Madison area. The survey shows that thirty employers employ 49 Payroll Clerks in the Madison area and pay them an average salary of \$6.02 per hour. The Employer has a salary range from \$5.84 to \$6.61 an hour and it pays the one Payroll Clerk that it now employs \$5.98 an hour which is the eleventh highest among employers in the City of Madison. Twenty-four employers employ 59 Accountants in the Madison area and pay them an average salary of \$7.86 per hour. The Employer's pay range for the three Accountants that it employs is from \$8.79 to \$10.43 per hour with an average of \$9.54 per hour. That is the second highest average salary for an Accountant in the City of Madison. Nine employers hire 23 Graphics Illustrators in the Madison area and pay them an average salary of \$6.91 an hour. The

Employer's pay range for that classification is from \$7.03 to \$7.89 an hour and it pays the one Graphics Illustrator that it employs \$7.24 an hour which is the third highest average salary for the position in the City of Madison. Twelve employers employ 67 employees in the classification of Off-set Press Operator I and pay them an average salary of \$6.10 per hour. The Employer's pay range for that classification is from \$5.84 to \$6.61 an hour and it pays the one employee it has in the classification \$7.01 which is the third highest average wage for an Off-set Press Operator I in the City of Madison. Sixteen employers hire 45 employees in the classification of Off-set Press Operator II and pay them an average salary of \$6.66 an hour. The Employer has a pay range for that classification of \$6.18 to \$7.03 an hour with an average salary of \$6.36 per hour which is the ninth highest in the Madison area.

Fourteen employers in the Madison area employ 32 Shipping and Receiving Clerks and pay them an average salary of \$5.46 an hour. The Employer has a pay range in that classification from \$6.18 to \$7.03 per hour and it pays the one employee it has in the classification \$6.18 per hour which is the fourth highest average salary for that classification in the City of Madison. Thirty employers hire 190 Key Punch Operators and pay them an average salary of \$4.68 per hour. The Employer pays three Key Punch Operators from \$5.67 to \$6.36 an hour with an average of \$5.90 an hour. The average is the fifth highest in the Madison area. Eighteen employers employ 45 Senior Key Punch Operators and pay them an average salary of \$5.59 an hour. The Employer has a pay range of \$5.98 to \$6.79 for that classification and it pays the one Senior Key Punch Operator that it employs \$6.99 an hour which is higher than the average salary for that classification of any other employer in the City of Madison. Seventeen employers hire 30 Senior Computer Operators and pay them an average salary of \$7.48 an hour. The Employer has a salary range from \$7.44 to \$8.40 an hour for the two Senior Computer Operators that it employs and the average salary is \$7.64 per hour which is the seventh highest in the area. Twenty employers hire 100 Programmers and pay them an average salary of \$7.68 per hour. The Employer's pay range for a Programmer is from \$7.40 to \$8.40 an hour and it pays the two Programmers that it employs an average salary of \$8.50 an hour which is the third highest average salary for any employer in the City of Madison. Fifteen employers hire 172 Programmer Analyst I employees and pay them an average salary of \$8.49 per hour. The Employer's comparable position is Programmer II with a salary range of \$8.11 an hour to \$9.55 an hour and the one employee in the classification is paid \$9.83 per hour which is the third highest average salary paid by any employer for that position in the City of Madison. Five employers hire 65 Systems Analysts and pay them an average salary of \$8.04 per hour. The Employer has a pay range of \$9.55 to \$11.47 per hour for that classification and pays the one employee it has in that classification \$11.82 per hour which is the highest average salary paid by any employer for that classification in the City of Madison. Twenty-one employers in the Madison area have 126 employees in the classification of Custodian A and pay them an average salary of \$5.25 per hour. The Employer has a pay range of \$5.46 to \$6.07 per hour for that classification and the four employees it has in that classification receive an average salary of \$6.18 per hour which is the third highest average salary paid by any employer in the Madison area. Eighteen employers have 869 employees in the classification of Custodian B and pay them an average

salary of \$5.69 an hour. The Employer's pay range for that classification is \$6.07 to \$6.88 per hour and the twelve employees in that classification receive an average salary of \$6.81 per hour which is the second highest average salary for that classification paid by any employer in the Madison area.

The lawful authority of the Municipal Employer is not an issue nor is there an issue relating to the ability of the Employer to fund the Arbitrator's award. The Employer argues that the Arbitrator should be most concerned with the comparison of the wages, hours and conditions of employment of its employees with the wages, hours and conditions of employment of other employees performing similar services and with employees generally in public employment in the same community and in comparable communities and in private employment in the same community and comparable communities. It contends that the Union compares itself to the Employer's teachers rather than with employees in the area who perform the same or similar services. It points out that teachers are professional employees with advanced degrees and are not comparable in any way with the members of this bargaining unit.

The Employer takes the position that the most comparable Employers to which the wages for the bargaining unit should be compared are the Milwaukee Area Technical College, the City of Madison, the State of Wisconsin, the Madison Public Schools, Dane County, the Waukesha VTAE District and the Blackhawk VTAE District. It argues that its proposal keeps the employees of this bargaining unit among the wage leaders of the comparables. It contends that when compared to employees performing similar services in the private sector they maintain a wage leadership role with the proposal of the Employer. The Employer contends that its offer will maintain the bargaining unit's position in the market place. While conceding that the cost of living exceeds its offer, the Employer argues that the taxpayers who provide the funding for these employees do not keep up with the cost of living either. It argues that its proposal will keep the members of this bargaining unit at a wage level that compares very favorably with employees performing similar services in the area.

The Union contends that the added cost of fringe benefits for federal project employees should not be used for any purpose in this arbitration because added costs will only be incurred when and if a federal project is renewed or created and there is no way of knowing if the district will renew or create any projects. It argues that the total cost of its proposal would be 11.5064 percent compared to the Employer's proposal of 9.2434 percent. The primary thrust of the Union's case is that the 1980-81 school year settlement between the Employer and the teachers represented a total increase of 11.52 percent. The Union contends that members of the support staff deserve a salary increase comparable to the teacher's increase which was the result of a consent award by an Arbitrator. It included a 9.5 percent increase on the salary schedule alone, which was the largest in the VTAE system. The rollup costs raised the percentage of increase to 11.52 percent. The Union argues that the consumer price index increased 12.5 percent during the preceding year and its proposal would result in the bargaining unit employees trailing the consumer price index by 1 percent while the Employer's proposal would put them 3.3 percent behind the cost of living increase. It contends that such a loss would be particularly dramatic

to the members of this bargaining unit because they are the lowest paid employees of the Employer. It points out that the unit comprises 26.5 percent of the employees of the employer but during the 1979-80 school year those employees received only 18.55 percent of the salary paid by the Employer. The Union's basis for the equalizing the step increases within the bargaining unit is that there is a gross disparity in those increases. It contends that the step increases have a continuing effect throughout an employees career because the top step is the basis for calculating salary with longevity. It is the position of the Union that the current longevity plan has longevity increases closely spaced in time near the end of their career. It argues that they should be spread out more evenly during an employees career and that the highest attainable longevity should be increased from 11 percent to 13 percent. It takes the position that the proposed change is consistent with other longevity plans maintained by the Employer. Under its proposal it would take an employee 19 years to reach the maximum.

The Union argues that the Employer's contention that the 9.5 percent cost controls limit should apply to the salary increase is not valid. It points out that the settlement with the teachers was nearly 2.0 percent above the cost control limit. The Union contends that the Employer's comparables are not all valid because only the City of Madison and Dane County have established salary schedules for all of 1981. All other employers other than the MATC have salaries expiring in May or June. It contends that to compare those salaries requires an adjustment that would presume a mid-year increase. It argues that the members of the bargaining unit are not consistent wage leaders. The Union concedes that the Employer is at or near the top in wage leadership, but the comparisons made with other employers in the Madison area are not accurate and the evidence presented in the wage survey should be tempered. The Union argues that the total financial costs of the Union's proposal is supported by the Employer's settlement with the teachers as a comparable and by comparison with the consumer price index. It argues that it is unreasonable to expect the lower paid employees that it represents to fall farther behind the increase in the cost of living than the higher paid teachers. It points out that the change in the steps does not change the form of the salary step increases but merely changes the amounts. It takes the position that since the step increases for some employees in the bargaining unit are almost one-half of the step increase of other bargaining unit employees in percentage terms and less in dollars and cents, a rational floor for step increases should be established. It contends that it is more logical to have longevity increases at regular intervals and its proposal would make the longevity increases consistent with those paid to other employees of the Employer.

DISCUSSION

The Union argues that the project positions should not be considered in determining the costs of the new collective bargaining agreement because it is not yet known if the old projects will be continued or new ones initiated. Obviously there is some speculation about this and an absolutely certain determination cannot be made about the renewal of old projects or the initiation of

new ones. However it has been a practice over a number of years for the Employer to have project positions, and at the moment there is no basis for assuming that the policy will not continue. The total impact of the projects in dollars is not too great and it does not distort the percentages. The Employer proposes an 8.5 percent increase in salaries which would result in a rollup of other expenses making the total percentage increase 9.24 percent. If the 8.5 percent increase is allocated to the project positions the total increase in salaries and related expenses is 9.5 percent.

The Union's proposal for a 9.0 percent increase in salary is not outrageous. It is only a half percent more than the proposal of the Employer. The Employer is among the wage leaders among public employers and other employers in the Madison area in the amount it pays employees doing this type of work. For many classifications it is number one in the area while in others it ranks slightly lower. Even though employees in this bargaining unit are among the wage leaders, a 9.0 percent salary increase is not out of line. If that were the only factor involved in this proceeding, the Arbitrator would have no trouble accepting the Union's position. Needless to say the Employer's offer of 8.5 percent is close enough to the Union's proposal and to the general pattern of wage increases received by most employees in the area performing similar services that it cannot be classified as unrealistic. The members of the bargaining unit would continue to be at or near the top of the wage scale for most employees in the same or similar classifications in the Madison area. It is substantially less than the salary increase given by the Employer to its teachers. However there is a substantial difference between the positions of professional employees with advance degrees and the members of this bargaining unit. The members of this bargaining unit should be compared to employees in public and private employment in the Madison area who are performing the same type of work.

From December 1979 to December 1980 the consumer price index rose by 12.5 percent. The increases proposed by both the Union and the Employer are substantially less than the increase in the cost of living since the last collective bargaining agreement was negotiated. That seems to be the pattern for most employees in public employment these days. It is a regrettable situation, but one that runs throughout the economy.

In addition to proposing an increase in wages the Union has included in its final offer a proposal to equalize the step increases within the bargaining unit. The basic thrust of the proposal is to increase all of the steps for all of the classifications to 4 percent of the base salary except where the steps are already in excess of 4 percent, and those would remain the same. It would not change the timing of the step increases but would place a minimum percentage value of 4 percent on each step. The Union supports this proposal by pointing out that there is a gross disparity in step increases within the unit. The total step increases range from a low of just over 10 percent to a high of more than 20 percent. Other than pointing out that there is some disparity in the step increases in the various classifications the Union presents no real justification for equalizing the steps. The step increases have been developed over a period of years and created relationships between the various classifications

and the steps within classifications. No evidence has been advanced to indicate that those relationships were improper or imposed a hardship on any of the employees. The Union does not justify why the improvement in some step increases should be almost double while some would not get any increase at all. The cost of the step increases adds a substantial amount to the Employer's total wage costs. It would result in a complete realignment of the wage pattern within the bargaining unit. There may be a basis for such realignment but no evidence was presented in this proceeding to justify it other than to show that there was a disparity between the various steps. The fact that there is a disparity is not sufficient to justify a realignment of the salary schedules without showing that inequities exist. A new salary schedule is best created through bargaining between the parties who are familiar with the various classifications and responsibilities connected with them and can realistically evaluate the relationships that classifications and steps should have to each other. The existing relationships have been developed by the parties over the years. No evidence was presented that would indicate the rationale used in developing the existing schedules so there is no way of determining if it still has any validity. Similarly no evidence was presented that would justify a conclusion on the part of the Arbitrator that inequities have resulted. The fact that there are substantial differences in the various steps is not sufficient to justify a revision of the entire wage schedule.

The current longevity plan has longevity increases at the beginning of the fifth year, tenth year, fourteenth year, sixteenth year, eighteenth year and twentieth year. The Union seems to think that it is unusual to have longevity increases become more closely spaced in time the longer an employee works for the Employer. It evens out the longevity increases by having them come at the beginning of the fifth year, eighth year, tenth year, twelfth year, fourteenth year, sixteenth year, eighteenth year, and twentieth year of employment and increases the highest attainable longevity from 11.0 percent to 13.0 percent. The only evidence presented by the Union to justify the longevity increases was to compare the longevity increases of the support staff with that of the faculty. There is no particular reason why the longevity system for the support staff should be the same or even comparable to that of the faculty. The faculty longevity systems are designed to deal with professional employees who work only part of the calendar year. Support staff employees should justify their longevity programs by comparing them with the longevity programs for similar employees doing a similar type of work in the Madison area. The fact that ancillary and administrative employees are on a system comparable to the faculty does not mean that the support staff should be on that schedule too. Administrative personnel are primarily professionals with advance degrees and relate more closely to the faculty than to the support staff. Again no evidence was presented that would indicate that the longevity program for the support staff created any inequities that would justify the revision of the system by an arbitrator.

The longevity system represents a recognition of the length of service by an employee and the benefits that result therefrom to the Employer. Adjustments in such a program are best worked out by negotiations between the parties who are in a position to recognize the benefits and advantages that an employer enjoys

because of the increased tenure of its employees. The longevity system is not designed to provide salary increases at regular intervals. Its purpose is to encourage employees to remain with the Employer. There is no evidence that the Employer has any problems in retaining employees nor is there reason to believe that the proposal of the Union would be more likely to encourage employees to continue working for the Employer.

The 1980-81 collective bargaining agreement between the Employer and the teacher's Union represented a total increase of 11.52 percent. The Union contends that the members of the support staff deserve a salary increase commensurate with the teachers increase. The Union's proposal would result in an increase of 11.77 percent. If the estimated increases resulting from project renewals or initiations are excluded the increase would be 11.5 percent which is almost the same as the percentage increase for the teachers. The Union contends that the members of the support staff deserve a salary increase commensurate with the teachers increase. While the increase given by the Employer to the teachers is a factor to be considered by the arbitrator, it is not the most significant factor for him to consider. The salaries of similar employees performing similar services and the salary increases that they received are more significant factors.

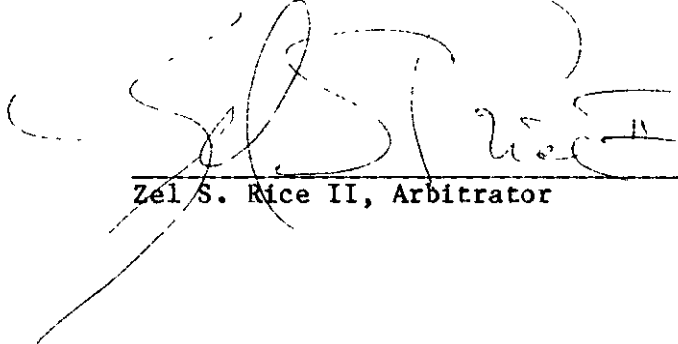
A comparison of wages, hours and conditions of employment of the bargaining unit with those of other employees performing similar services in the same community reveals that the Employer's offer would retain the position of wage leadership for its employees. While the Union's wage offer would not distort the existing relationships between the Employer's support staff and other employees in the area performing similar services, its proposal to equalize the step increases within the bargaining unit and expand the longevity plan would make a dramatic move in the relationship between the Employer's support staff and other employees in the area performing similar services. In several classifications the Union's proposal would move the employees to the highest rate at every step of the classification of all the public employers in the City of Madison. The proposal of the Employer comes fairly close to retaining the existing relationships between the Employer's support staff and other employees performing similar services for public employers in the area. The interest and welfare of the public are best served by retaining those relationships rather than disrupting them. While the Employer's proposal is substantially less than the increase in the cost of living, that seems to be a fact of life in these days of uncontrolled inflation. The wage proposal of the Employer is not drastically different from that of the Union. The Union's proposal to adjust the step increases and the longevity plan would substantially change the overall compensation presently received by the support staff and the relationships between their total compensation and the total compensation of other employees performing similar services. Changes of that type should be the result of bargaining between the parties and should not be imposed by an arbitrator with substantial evidence of a compelling need for the changes.

FINDINGS AND AWARD

After full consideration of the criteria listed in the statute and after

careful and extensive examination of the exhibits and arguments of the parties the Arbitrator finds that the Employer's final offer submitted subsequent to the mediation session is preferable to that of the Union and orders that the Employer's proposal to provide employees a wage increase of 8.5 percent is preferable to that of the Union and orders that the Employer's proposal be incorporated into an agreement containing the other items to which the parties have agreed.

Dated at Sparta, Wisconsin, this 17th day of June, 1981.



Zel S. Rice II, Arbitrator

1. All items as previously agreed.
2. Add to "Hours of Work", page 13:

"An employee may work fewer than five (5) equal days per week upon approval of the employee's immediate supervisor."
3. Add to "Overtime", page 13:

"An employee may, by mutual consent with the supervisor, take compensatory time in lieu of overtime pay. Compensatory time off shall be on an hour per hour basis with overtime hours worked, unless the overtime is unscheduled, in which case the compensatory time shall be at the rate of 1 and 1/2 times the overtime hours worked."
4. Add to "Overtime", page 13, after "unscheduled overtime" in line 3 of paragraph 2:

" or on a Sunday . . ."
5. Add to "Educational Opportunities", page 15, paragraph 2:

Upon successful completion, the Board shall reimburse an employee for the tuition fees for one credit course per semester at Madison Area Technical College.
6. Add to "Nondiscrimination", page 5, after "creed,":

"activity in a labor organization,"
7. Effective December 21, 1980, increase the lowest salary in each range by 10% or 90¢ per hour, whichever is more.
8. Effective December 21, 1980, add new section after "Salary Increase", page 19:

All employees shall receive automatic salary step increases according to the following schedule:

- After 6 months - 4% of the beginning salary
- After 1 & 1/2 years - 8% of the beginning salary
- After 2 & 1/2 years - 12% of the beginning salary
- After 3 & 1/2 years - 16% of the beginning salary

Those classifications presently receiving more than 4% step increases will retain their higher percentage.

Any employee promoted or reclassified to a higher position shall be placed on the salary schedule at the appropriate step and shall then receive the automatic salary increases outlined above until the maximum is reached in accordance with past practice.

R. Brown
J. Higgins

12/23/80

9. Effective December 21, 1980, delete lines 1 through 9 of "Longevity" and replace with:

Page 20 - Longevity

- 3 % of the base pay beginning 5th year of continuous employment.
- 4 % of the base pay beginning 6th year of continuous employment.
- 5 % of the base pay beginning 7th year of continuous employment.
- 6 % of the base pay beginning 8th year of continuous employment.
- 7 % of the base pay beginning 9th year of continuous employment.
- 8 % of the base pay beginning 10th year of continuous employment.
- 9 % of the base pay beginning 11th year of continuous employment.
- 10 % of the base pay beginning 12th year of continuous employment.
- 11 % of the base pay beginning 13th year of continuous employment.
- 12 % of the base pay beginning 14th year of continuous employment.
- 13 % of the base pay beginning 15th year of continuous employment.

- 10. A joint committee shall be established immediately by the Union and Board to study the issues of transfer, promotion, and reclassification in advance of negotiations under the reopener.
- 11. The Union rejects the employer's proposal to remove the Payroll Accountant from the bargaining unit.
- 12. Union proposes a two-year contract with a reopener limited to salary, fringe benefits, transfer, promotion and reclassification.
- 13. All previous union proposals not included in the final offer are hereby withdrawn.

*R. Beyer
J. Krzyzanski*

12/23/80

14. Job Sharing

An employee may request a job-shared position. Number of hours worked will be 20 hours per week. Salary will be pro-rated based upon the full time salary for the classification, including holiday pay.

Vacation days will be granted at one-half the full time amount. Sick leave will be earned at one-half the full time amount on a regular bi-weekly basis.

The Life Insurance and coverage and premium will be reduced to correspond to the salary of each employee.

The employer's contribution to the Wisconsin Retirement Fund will be decreased to correspond to the salary of each employee.

The employer's contribution to the health insurance premium will be pro-rated based upon the number of hours worked divided by full time hours.

Longevity will be calculated from the effective date of the shared position at one-half the full time rate. Longevity already accumulated is retained. Seniority and sick leave are similarly treated.

Accumulated vacation days (which are credited in advance) will be recalculated as of the effective date of the shared position to reflect accumulation at a pro-rated rate.

. Each employee is independent of the other. If either person should leave for any reason, the other person shall remain. If one person vacates the position, the other is not affected.

15. The Union reserves the right to amend its final offer.



ADDENDUM B

NOV 27 1980

BOARD'S FINAL OFFER

DEC 26 1980

December 23, 1980

WESTERN EDUCATION BOARD,
1700 UNIVERSITY AVENUE,
DENVER, COLORADO 80202

All items from the Board's initial proposal of October 27, 1980 have been dropped or agreed upon except the following, and on the following items our final offer is as stated:

1. Salary - 7% first year, 7% second year.
2. Term - Two-year agreement with opener after one year on economic items plus one language item.
3. Confidential Employees - The Board proposes to add one Payroll Accountant to the list of Confidential Employees.
4. Longevity - No change in existing contract.

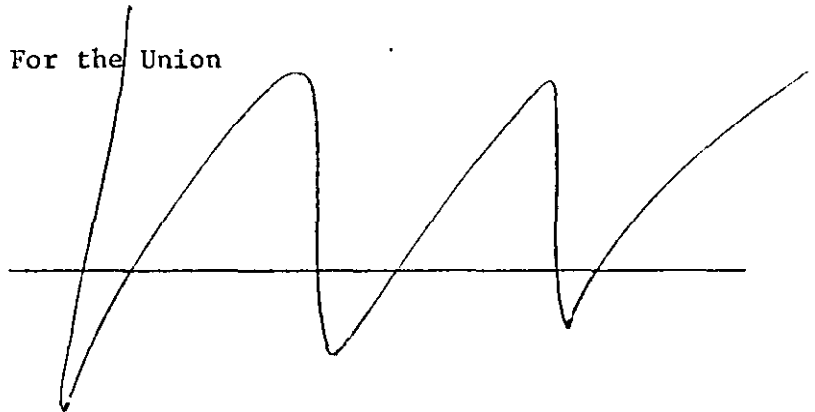
For the Area Board of Vocational, Technical
and Adult Education District No. 4

DM

Norman B. Mathey

The Board reserves the right
to revise this offer.

For the Union



MADISON AREA TECHNICAL COLLEGE SUPPORT STAFF UNION FINAL OFFER

Arbitrator, Zel Rice

The Union's final offer is as follows:

- 1. All items as previously agreed.
- 2. A salary increase on the base line of 9% or 61¢ per hour, whichever is greater, retroactive to December 21, 1980.
- 3. As of June 28, 1981, all employees shall receive automatic salary step increases according to the following schedule:

- After 6 months - 4% of the beginning salary.
- After 18 months - 8% of the beginning salary.
- After 30 months - 12% of the beginning salary.
- After 42 months - 16% of the beginning salary.

Those classifications presently receiving more than 4% step increases will retain their higher percentage.

Any employee promoted or reclassified to a higher position shall be placed on the salary schedule at the appropriate step and shall then receive the automatic salary increases outlined above until the maximum is reached in accordance with past practice.

- 4. As of June 28, 1981, longevity increases shall be as follows:

- 3% of the base pay beginning 5th year of continuous employment.
- 6% of the base pay beginning 8th year of continuous employment.
- 8% of the base pay beginning 10th year of continuous employment.
- 9% of the base pay beginning 12th year of continuous employment.
- 10% of the base pay beginning 14th year of continuous employment.
- 11% of the base pay beginning 16th year of continuous employment.
- 12% of the base pay beginning 18th year of continuous employment.
- 13% of the base pay beginning 20th year of continuous employment.

This Agreement and each of its provisions shall be binding on both parties from December 21, 1980, through December 26, 1981.

Negotiations for subsequent Agreements will commence no later than October 1, 1981.

The undersigned certify this to be the final offer of the Union and submit this offer with the understanding that neither party can change their final offer without the approval of the other party.

Lois Kiggins
Lois Kiggins

Rod Byers 3-16-81
Rod Byers

ADDENDUM "D"

AREA BOARD OF VOCATIONAL, TECHNICAL AND ADULT EDUCATION
DISTRICT NO. 4

FINAL OFFER

1. All items agreed upon are attached as Exhibit A.
2. The Area Board of Vocational, Technical and Adult Education District No. 4 drops all other proposals from its initial proposal of October 27, 1980, except the following:

Salary increase - 8.5%

A handwritten signature or set of initials, possibly "DM", written in dark ink.

ITEMS AGREED UPON**Salaries - page 19 - Delete and Add (Salary Increase)**

~~"Effective with the term of this Agreement all wages will be increased to \$4.50, or fifty-seven (57¢) per hour, whichever is greater, except for those employees who have been off the rate schedule by separate agreement between the parties and who will continue to proceed to the rate established in the Collective Bargaining Agreement effective December 21, 1980."~~

"For those employees who have been off the rate schedule by separate agreement of the parties and who will proceed to the rate established in the Collective Bargaining Agreement effective December 21, 1980, a general ~~increase of \$0.50 shall be applied, effective with the term of this Agreement. It is further awarded that these employees will be paid the rate of their classification effective December 21, 1980, and no cost in the succeeding round of bargaining will be attributed for bringing them on schedule.~~"

#1 - page 1 - Recognition and Definition - change last paragraph to:

The Board and the Union further agree that the Agreement shall not apply to or cover those employees who work less than twenty (20) hours per week or are hired on a temporary, part-time basis (temporary means less than three months unless the temporary person is filling an opening created by a leave of absence of a Support Staff person) and those persons hired as work-study, student help and/or other similar programs as agreed.

#6 - pages 7-8 - Transfer and Promotion - ADD:

A job description for each existing classification shall also be provided.

#8. page 9 - Layoff-Recall - 6th paragraph

change the length of time a recalled employee has to report for work from 10 days to 15 days.

#9 - page 11 - Travel**AUTHORIZED SCHOOL BUSINESS AND/OR TRAVEL**

An employee designated and/or authorized by the Board, the Operations Administrator, or other designated supervisor, to represent or conduct school business for Area Vocational, Technical and Adult Education District No. 4 which requires travel shall be compensated for his/her expenses as follows:

1. Mileage shall be reimbursed at the rate of 21¢ per mile.
2. All other reasonable expenses incurred such as lodging, meals, registration, and/or other fees, phone, taxis, or other miscellaneous costs shall be paid in full.

[Handwritten signature]

A travel claim form is to be submitted by all employees for authorized travel expenses for each trip. For travel between the Downtown Center and the Technical Center (3 miles), employees shall be paid \$3.00 per round trip or \$2.00 per one-way trip. For other travel in the Madison complex, the employee shall be paid a pro ration based on the Downtown/ Technical Center rate.

Reimbursement will be made for any parking meter costs incurred while on District business away from the employee's primary work station.

#11, page 13 - Hours of Work

All full-time employees will work 38 3/4 hours per week except the following classifications will work 40 hours per week:

Mechanical Repairman
Custodial Worker
Building Custodian
Custodial Worker-Driver

#16 Page 15 - Worker's Compensation - change to:

If an employee is absent from work due to an incapacitating injury because of an assault or other injury incurred as a result of his/her performing services directly related to his/her employment, the following shall apply:

1. If this injury is covered by Worker's Compensation, he/she shall receive in addition to the Worker's Compensation, the difference between this payment and his/her regular salary for the period of absence caused by the disability from the first day following the incident or accident. This shall be in addition to his/her accumulated sick leave. During this period of time, the employee's other fringe benefits shall be maintained.
2. In the event this injury is not covered by Worker's Compensation or is being contested by the Industrial Commission under the Worker's Compensation Law, the employee shall still be covered for full salary for a period of time not to exceed 190 days. This shall be in addition to his/her accumulated sick leave as in Section 1 above.
3. In order to be eligible for this benefit, the employee shall promptly report the incident to the Board or its designated representative.
4. If an employee is finally adjudged guilty of a criminal charge or has judgment entered against him/her in a civil case as related to the incident, the Board has no further responsibility for pay or loss of accumulated leave.



#18 page 17 - Tax Sheltered Annuities - this is new.

On behalf of those employees who wish to participate, the Board and/or the District Director agree to pass such resolutions and execute such forms as may be necessary under the law to enable the employees to procure qualified annuities under Section 403(B) of the Internal Revenue Code of 1954 as amended.

#24 page 22 - Leaves of Absence Without Pay - insert between Annual Federation Leave and Maternity Leave

Leave of absence without pay may be granted subject to the written approval of the District Director. Upon return, the employee shall be placed in his/her original position or in a position equivalent to the one previously held.

#25 - pages 23-24 - Child Rearing Leave, Educational Leave, Union Service Leave additional paragraph for each.

An employee granted such leave shall retain all benefits as if he/she were in regular service. He/she shall continue to accrue seniority for salary increments and all other purposes where seniority is a factor; and his/her absence shall not be construed as a break in service for any purpose.

WISCONSIN RETIREMENT FUND

All employees will be covered by the Wisconsin Retirement Fund. The employer shall pay to the Wisconsin Retirement Fund an amount equal to 5% of the employee's participative earnings.

INSURANCE - Life Insurance - add:

The Board shall exercise its option to provide 75% paid up life insurance at age 65 and 50% paid up life insurance at age 66 and after.

TEMPORARY ASSIGNMENT

a. An employee temporarily assigned to a different position shall receive compensation for the range of the beginning salary of that classification or one step higher than their regular position in the new classification.

Handwritten signatures and date:
12-23-80
R. Ryan

#10 - PERSONNEL FILES

If material derogatory to the employee is placed in his/her file, he/she shall receive a copy at the time it is placed in the file.

The employee shall then have the right to answer or qualify any material filed and said answer shall be attached to the material in the file.

Communications of a nonprofessional nature or official grievances filed by the employee shall not be placed in his/her file except material submitted to the Administration prior to employment concerning said employee of a confidential nature. It is understood that the file will remain in the Operations Administrator's office and will be read there. Any request for reproduction will also be done in the Operations Administrator's office.

The employee shall be permitted to place in his/her file any material which he/she feels is pertinent to his/her professional career, performance and qualifications.

FEDERAL PROJECT PEOPLE

- A. Project people shall accrue seniority from the effective date of the new projects or their date of hire, whichever shall occur later.
- B. Employees will receive as remuneration the wage rate at the same rate of pay for established positions and it shall be the beginning rate for said positions. (Biweekly rate divided by 77.5 hours equals hourly rate.
- C. Employees in federal projects which are refunded and operated shall be rehired. Employees in federal projects who request a transfer to another position within the federal project or positions other than federal projects shall meet the job stated criteria.
- D. Six months probationary period.
- E. *Must* work 40 hours per week. Over 40 hours shall be paid ~~time and one-half~~ ^{overtime}.
- F. Implementation to start with new projects only.

*11 full time
K.D.*

*DEJ.
OVERTIME*

PROMOTION - delete in the first sentence in paragraph 1:

... in the affected department ...

Handwritten signatures and initials