

RECORDED

JUN 14 1982

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the Matter of the Petition of:

AMERICAN FEDERATION OF TEACHERS
LOCAL 212, WFT, AFL-CIO

-and-

Decision No. 19183-A

MILWAUKEE AREA VOCATIONAL TECHNICAL AND
ADULT EDUCATION, DISTRICT NO. 9

APPEARANCES: Steve Kowalsky, Representative for the Union
James Urdan, Attorney at Law, for the Employer

American Federation of Teachers, Local 212, WFT, AFL-CIO, hereinafter referred to as the Union, filed a petition with the Wisconsin Employment Relations Commission, hereinafter referred to as the Commission, on June 22, 1981, alleging that an impasse existed between it and the Milwaukee Area Vocational Technical and Adult Education District No. 9, hereinafter referred to as the Employer, in their collective bargaining and it requested that the Commission initiate mediation-arbitration pursuant to sec. 111.70(4)(cm)6 of the Municipal Employment Relations Act.

On February 16, 1981, the Union and the Employer exchanged their initial proposals on matters to be included in the new collective bargaining agreement to succeed the agreement that expired on June 30, 1981. Thereafter, the parties met on nine occasions in efforts to reach an accord on the new collective bargaining agreement. On September 30 and November 3, 1981, a member of the Commission staff conducted an investigation which reflected that the parties were deadlocked in their negotiations. On November 16, 1981, the parties submitted to the investigator their final offers as well as a stipulation on matters agreed upon. On November 25, 1981, the investigator notified the parties that the investigation was closed and he advised the Commission that the parties remained at impasse. The Commission certified that the conditions precedent to the initiation of mediation-arbitration had been met and it ordered that mediation-arbitration be initiated for the purpose of issuing a final and binding award to resolve the impasse existing between the parties. The parties selected Zel S. Rice II as the mediator-arbitrator and on February 25, 1982, the Commission issued an order appointing him as the mediator-arbitrator to endeavor to mediate the issues in dispute and should such endeavor not result in a resolution of the impasse between the parties, to issue a final and binding award pursuant to sec. 111.70(4)(cm)6 of the Municipal Employment Relations Act to resolve said impasse by selecting the total final offer of either the Union or the Employer.

The final offer of the Union, attached hereto and marked Exhibit 'A', consisted of a proposal for a two year agreement that included a dental insurance plan requiring the Employer to provide and pay the full dental premium for all employees and their dependants. The proposal required that the coverage and benefits would be equivalent to Blue Cross Plan QQ with a \$750.00 maximum coverage per individual per year. It proposed that the Library Technician position be reclassified and moved to the Student Services Specialist I pay classification and each technician be moved to the lowest salary step in the new classification that provided a minimum of a one step increase in salary. The Union's final offer included a proposal that the 1981-82 salary be increased by nine percent at each step and that a sixth step be added to all pay classifications. It proposed that the 1982-83 salary be increased by nine percent at each step. The Union's final offer proposed that wages and Library Technician reclassifications would be retroactive to July 1, 1981.

The Employer's final offer, attached hereto and marked Exhibit 'B', proposed a two year agreement that included the same classifications and structure as the previous wage and salary schedule. The wages and salaries for the 1981-82 contract year would be increased by eight percent at each step in the schedule.

The proposal for the 1982-83 contract year added another eight percent to each step of the salary schedules. Wage and salary increases would be retroactive to July 1, 1981. The Employer's final offer included a provision for a new dental insurance plan to be implemented July 1, 1982. The Employer would have the right to select the dental insurance carrier. The schedule of benefits would include a maximum per participant per calendar year of \$750.00 and a deductible per participant per calendar year of \$25.00. The maximum family deductible per calendar year would be \$75.00. The plan would provide benefits for a 100 percent of the diagnostic x-rays and oral examinations and they would not be subject to the deductible provision. The preventive benefits would be covered 100 percent and would not be subject to the deductible provision. The plan would pay 80 percent of the ancillary benefits such as anesthesia and injections, emergency palliative treatment and denture repairs and adjustments, and twenty percent would be paid by the participant. The restorations benefit required the plan to pay for 80 percent of the regular (direct fillings) and the participant would pay twenty percent. Fifty percent of the cost of precious metal restorations (indirect fillings) would be paid by the plan and fifty percent would be paid by the participant. The plan would pay for 80 percent of the cost of oral surgery, endodontics and periodontics benefits and the participant would pay for twenty percent of those costs. Prosthodontics and orthodontics costs would be paid fifty percent by the plan and fifty percent by the participant. Orthodontics would have a life time maximum per participant of \$1,500.00 and dependants would be covered to age 19 years.

A mediation session was conducted at Milwaukee, Wisconsin, on March 25, 1982. When it became apparent that agreement could not be reached, a hearing on the arbitration phase of the proceedings was scheduled for April 27, 1982, at Milwaukee, Wisconsin. Prior to the commencement of the hearing, there were off the record discussions between the parties and the Union requested an opportunity to modify its final offer. Eventually the Employer agreed to permit the Union to amend its final offer by substituting the schedule of dental benefits included in the Employer's last offer for the Blue Cross Plan QQ proposed in the Union's final offer. A stipulation was entered into by the parties wherein the Union's final offer was so amended.

In the metropolitan Milwaukee area, Milwaukee County, the City of Milwaukee, the Milwaukee Public Schools and the Employer have agreed to provide employees with a dental insurance program that includes the same benefits that are included in the final offer of the Employer and the amended final offer of the Union. Milwaukee County pays 77 percent of the premium as does the City of Milwaukee. The Milwaukee Public Schools pay 80 percent of the premium. The Employer pays 75 percent of the premium for its teachers and 75 percent of the premium for its nonprofessional employees. The total cost of the premium is \$25.00 per month per employee for family coverage and the Employer proposes to pay fifty percent of that premium while the Union proposes that the Employer pay all of it. The Madison Technical College pays 90 percent of the dental insurance premium for its support staff.

The reclassification of Library Technicians is an old issue that has been presented to an arbitrator in a mediation-arbitration proceedings between these parties and an award was issued in the matter on April 7, 1981. This arbitrator is unaware of just what evidence was presented on the issue in the earlier proceeding. That award included a statement that the Union had presented evidence that the job duties and responsibilities of a Library Technician were equal to that of the Student Services Specialist position and justified reclassification of Library Technician position. However the arbitrator selected the Employer's final offer which did not include a reclassification of the Library Technician position. The general function of a Library Technician is to perform a variety of technical and coordinative responsibilities in the daily supervision of the Regional Campus Resource Center under the general supervision of the regional administrator. The duties include coordinating the acquisition and distribution procedures for books and magazines and other materials for the Resource Center and classrooms at the Regional Campus and with the district library, certifying expenditures and keeping appropriate records, training and supervising library aides in all library operations, preparing reports, assuming responsibility for maintenance of public service functions and the maintenance and coordination of technical service functions. The public service function includes orienting

students and faculty to the library and helping them find specific information in the library. It consists of instructing people in the use of the library within the policy directions issued by the librarian and under the direct supervision of the regional administrator. The minimum training and experience required for the position is Associate of Arts Degree in library technology and one year of experience in a library in both public service and technical service functions. Additional desirable training and experience are a Bachelors Degree in library science and familiarity with nonprint hardware and software. The required skills, knowledges and abilities for the position are a working knowledge of the practices, materials, services and techniques involved in the operation of a resource center, a working knowledge of the standard sources of general information and of the methods of organizing and controlling library resources, ability to establish and maintain moderately complex record systems, ability to communicate effectively through both written and oral means and ability to establish and maintain effective work relationships with fellow employees, students and the public.

It is the Union's position that the Library Technician should be in the same classification as the Student Services Specialist I. The minimum training and experience of a Student Services Specialist I is graduation from an accredited college or university with major course work in guidance and counseling, psychology or relevant field. The duties include interviewing and screening of individuals applying for admission and referring applicants to guidance counselors when necessary. They assist applicants in the completion of admission forms and schedule them into classes in adult education. They give out applications and instructions for admission into the degree program and review cost and course requirements with applicants. They explain the career sheets to applicants to assure full understanding of course requirements in career opportunities. They are required to have general knowledge of admissions and counseling procedures and techniques and all program course requirements and procedures necessary to meet those requirements. They need specific knowledge of the program course requirements in the technical areas in which they specialize and they must have the ability to work independently and communicate effectively through oral and written means. They have to be able to establish and maintain effective work relationships with fellow employees, students and the general public. Some Student Services Specialists have specific responsibilities in vocational evaluation, student recruitment and the women's bureau. They are required to have special skills, knowledges and abilities to enable them to assist in recruiting, interviewing and placing students. They usually work independently although they occasionally work as part of a team. Library Technicians perform their duties and responsibilities under the overall supervision of the district librarian. They are not required to perform the professional duties of a librarian. The scope of their job is controlled by and involved in the day to day operation of the library. They are under the direct control of the regional administrator and technical services are available to them by telephone at any time. Each of the three Library Technicians has responsibility for about 3,000 books. Library Technicians are not required to catalog and classify books and they cannot select and purchase books except with the approval of the central library. Student helpers or clerks may be assigned by the Library Technician but the Library Technician has no supervisory authority over them. Library Technicians are paraprofessionals. Advice and information is available to them from the district librarian at all times. The Employer's current classification of Library Technician is similar to that classification in other schools and in the City of Milwaukee library.

The primary factor considered by the Employer in classifying the Library Technician lower than the Student Services Specialist I is that the Library Technician's activities are closely watched and controlled by the district librarian. Library Technicians are not required to perform professional duties. The scope of their job is controlled by the day to day operations of the library and the qualifications required of them are sufficient to enable them to perform the job. Student Services Specialist I qualifications are substantially different. They play a significant role in developing an individual student's future. They perform independently and their educational requirements are higher. A college degree is an entry qualification and employees progress to the journeyman level within two years.

Milwaukee County reached agreement with its employees on a nine percent wage increase in January of 1981 and another one percent in June of 1981. It gave its employees another nine percent in June of 1982 for the balance of the two year agreement. The city of Milwaukee reached agreement with its employees on a nine percent increase in January of 1981 and another one percent in June of 1981. For the second year of that agreement, the city of Milwaukee gave its employees a nine percent increase in January and another one percent in June. Milwaukee Public Schools gave its nonteaching personnel an eight and one-half percent increase for the 1981-82 school year. The Employer reached agreement with its teachers on a two year agreement that called for an eight percent increase in 1981-82 and another eight percent in 1982-83. The Employer reached a similar agreement with its nonprofessional employees with the same increases. The Employer reached an agreement for the 1981-82 and 1982-83 school years with the union representing its television employees that provides an eight percent increase each year.

The non-represented employees received an eight percent increase for the 1981-82 school year. The Union proposes that the members of this bargaining unit receive a nine percent increase in 1981-82 plus the addition of a sixth step to all pay classifications. It seeks another nine percent increase for the 1982-83 school year. The Employer proposes to give this bargaining unit an eight percent increase for the 1981-82 school year and another eight percent increase for the 1982-83 school year.

The Employer has a salary schedule for teachers in six different classes. Class 0 teachers have less than a Bachelors Degree. Class I teachers have a Bachelors Degree and Class II teachers have a Bachelors Degree plus sixteen credits. Class III teachers have a Masters Degree and Class IV teachers have a Masters Degree plus sixteen credits. Class V teachers have a Masters Degree plus thirty-two credits. Each class has an entry level step plus fourteen increments. The Employer's collective bargaining agreement with its teachers includes some very desirable language with regard to work load and job security that is not part of the collective bargaining agreement with the paraprofessionals and teaching aides. The Employer's collective bargaining agreement with its nurses and counselors contains six steps plus a senior workers step for school nurses and eleven steps for its counselors.

The wage increases given by the Employer over the years have not always been exactly the same as those given by Milwaukee County, the City of Milwaukee and the Milwaukee Board of School Directors. In 1973 the Employer reached an agreement with District Council #48 on a seven and one-half percent increase while the City and County agreed to a five percent increase and the school board agreed to a four percent increase. In 1974, District Council #48 and the Employer, the City of Milwaukee and the County of Milwaukee reached agreement on five percent increases and the school board gave four and one-half percent increases. In 1975 all four employers reached agreement with District Council #48 on eight percent increases. In 1976 the four employers reached agreement with District Council #48 on nine percent increases. In 1977 the Employer, Milwaukee County and the school board reached agreement with District Council #48 on four percent increases and the City of Milwaukee agreed to a 3.85 percent increase. In 1978 the Employer and Milwaukee County agreed to four percent increases with District Council #48 while the school board agreed to a 4.9 percent increase and the City agreed to a 3.65 percent increase. In 1979 the Employer reached agreement with District Council #48 on an eight percent increase while the City agreed to a 6.6 percent increase and the County agreed to a 6.25 percent increase and the school board agreed to a five percent increase. In 1980 the Employer again agreed to an eight percent increase with District Council #48 while the City reached agreement on a 6.4 percent increase and the County gave a 6.25 percent increase and the school board gave an 8.7 percent increase. In 1981, the City and the County agreed to increases totaling ten percent and the school board agreed to an 8.5 percent increase. In 1982 the City has agreed to an increase totaling ten percent while the County has agreed to nine percent and the school board agreed to an eight and one-half percent increase. The Employer's agreement with District Council #48 and with the members of this bargaining unit were based on the school year while the agreements of the City of Milwaukee, Milwaukee County and the school board had calendar year agreements with District Council #48. In the period from 1973

through 1981, the Employer's cumulative increases with District Council #48 have exceeded the increases given by the City, County and school board to the employees represented by District Council #48.

The Employer gave all of its other bargaining units and eight percent increase for the 1981-82 school year and an eight percent increase for the 1982-83 school year. This included the nonteaching professionals, the teachers and those employees represented by District Council #48 and the television employees. Similar increases were given to the nonrepresented employees. The teacher bargaining unit consists of 650 people and District Council #48 represents 350 people and the television unit consists of 30 employees. There are 88 employees in this bargaining unit. The agreements with the teachers and District Council #48 and the television employees were voluntary settlements. The teachers reached agreement in December of 1981 and District Council #48 reached agreement with the Employer in March of 1982.

During the period from the 1972-73 school year to the 1981-82 school year, the equalized value of the Employer's district increased from just under \$9,500,000,000.00 to more than \$22,330,000,000.00. From the 1973-74 school year until the 1980-81 school year the annual dollar increase in the equalized value of the property in the Employer's school district was at least a billion dollars or more and the increase in the 1979-80 school year was almost \$2,400,000,000.00. However, in the 1981-82 school year the increase in the equalized value of the district dropped to \$166,490,000.00. This was the lowest dollar increase in the equalized value of the property of the Employer's district in the last ten years and it was only a .75 percent increase. The lowest increase in the preceding ten years had been two and one-half percent and in the 1975-76 and 1979-80 school years the increase had been almost twelve percent. As a result, the mill rate for operation of the school district increased dramatically from 1.1135 in the 1979-80 school year to 1.2983 in the 1980-81 school year to 1.4448 in the 1981-82 school year. Wisconsin Statutes limit the mill rate for the Employer's district to 1.5 and the Employer is very near the top.

The consumer price index increased thirteen and one-half percent from July of 1980 to July of 1981, but the rate of increase has declined rapidly since then until there was a .3 percent decrease in the cost of living in March of 1982. The only cost posting a substantial gain in March of 1982 was medical costs and the employees in this bargaining unit are insulated against those increases by their health insurance program. By January of 1982 the consumer price index had increased 8.2 percent over the preceding year and by February of 1982 the increase over the preceding year was 7.4 percent. For the last six months, the rate of increase in the consumer price index has been declining rapidly. Apprenticeship training provided by the vocational, technical and adult education districts of the state of Wisconsin has declined about ten percent because of the economy. Public employers as well as private employers around the country are eliminating jobs and asking employees to accept wage cuts and forego wage increases.

The Employer's collective bargaining agreement with District Council #48 has classifications that have both five steps and six steps. The six step schedules are primarily for the older classifications and the five step schedules apply to the newer classifications. Those classifications with six steps have smaller increments that total four percent or even less while the five step schedules have higher increments that total four and one-half percent or more. This bargaining unit has five step schedules but the increments are four and one-half to five percent. The five step schedule does not result in a lower increase between the beginning level and the final step but permits the employees to move to the final step in less time. Adding another step to the five step classifications would give those employees an additional five percent salary increase over and above everyone else in the bargaining unit and the other employees of the Employer.

DISCUSSION

As a result of a stipulation that was agreed to by the parties just prior to the commencement of the arbitration hearing, the parties are in agreement on the

level of benefits provided by the dental insurance program. The only issue with respect to dental insurance is the amount of the premium payment to be paid by the Employer and the employees participating in the plan. The Union is asking that 100 percent of the premium be paid by the Employer while the Employer proposes to pay 50 percent of the premium. A number of Milwaukee area public employers have included dental insurance programs in their collective bargaining agreements. The City of Milwaukee and Milwaukee County pay 77 percent of the premium and the Milwaukee Public Schools pay 80 percent of the premium. The Employer has reached agreement with its teachers and nonprofessional employees to pay 75 percent of the dental insurance premium. The Union argues that its final offer is more reasonable based on the comparables. It points out that the Employer's offer is significantly lower than the Employer's other settlements. Conceding that its proposal has a higher cost than the other Milwaukee area public employees, the Union argues that its proposal is closer to the mean settlement on a percentage basis than the Employer's. It takes the position that harm will be done if the Employer's offer is accepted rather than the Union's because it will mean that the employees will have to pay \$150.00 a year for dental insurance and they may not be able to take advantage of the program because of that high cost. The Employer's teachers, nonprofessionals and television employees are required to pay \$6.00 per month for their dental insurance plan. The Employer's proposal would require the members of this bargaining unit to pay \$12.50 per month while the Union's proposal would not require them to pay anything. If the Union's offer is accepted, the employees it represents would enjoy a benefit over and above the Employer's other bargaining units of \$6.00 per month, and if the Employer's proposal is accepted, the benefit would be \$6.50 less per month. In comparison with the Employer's other bargaining units, the Union proposal is no more justifiable than the Employer's proposal. Comparison with the other public employers in the Milwaukee area is almost the same as with the Employer's other bargaining units although slightly more favorable to the Union's position. The arbitrator considers a point half way in between the Employer's position and the Union's position to be most acceptable because that is closer to the position of the Employer's other bargaining units and the other public employers offering a dental program in the Milwaukee area. Since the Union's position is a trifle closer to the average amount contributed by employees to dental plan premiums in the Milwaukee area, its position could be described as slightly more reasonable than that of the Employer. They both depart from the average contribution in about the same amount and it is difficult to describe one as being more reasonable than the other.

In its brief, the Union describes the issue of the reclassification of the Library Technician as the most significant issue in this case. It proposes to reclassify the three Library Technicians to the same classification as a Student Services Specialist I while the Employer would retain the status quo. The Union argues that the job descriptions of the Library Technician and the Student Services Specialist I establish that the characteristic duties and responsibilities and required skills, knowledge and abilities of each job are so similar that a single pay classification is justified for both positions. A close examination of the job descriptions does not support that position. The duties described in the job description of the Library Technician could be described as repetitive in nature although they do require some special training. The educational requirement of an Associate of Arts degree in library technology and one year of experience is substantially less than the Student Services Specialist I requirement of a Bachelors degree with major course work in guidance and counseling, psychology or other relevant fields. The duties of the Student Services Specialist I require the individual in the position to act independently with no immediate supervision and to take initiatives that can be expected from a high level paraprofessional. Very little of the work of a Student Services Specialist I is repetitive. Each student that the Student Services Specialist I contacts is different and requires a different approach and individual decisions. The Library Technician is strictly involved with the day to day operations of a rather small library. The librarians at the central library are responsible for the fundamental library tasks of classification and cataloging and purchasing of books. Based on the job descriptions alone, the arbitrator is satisfied that the two positions do not belong in the same classification and the current classifications should be retained. In determining classifications one should not only read the job descriptions but should review the duties actually performed by the occupants of the position. The testimony indicates

that the current Library Technicians have education, training and experience that enable them to perform duties that could be expected of a professional and they actually do perform in a manner beyond that required by their job description. That in itself is not a basis for reclassification of the position to the same classification as a Student Services Specialist I. It would indicate that the Library Technicians are performing duties beyond the scope contemplated by and included in the job description for the position. This might justify some upgrading of the position although not necessarily to the same classification as the Student Services Specialist I. The major difference that exists between the two positions and which requires that separate classifications be maintained is that the Student Services Specialist I operates independently, taking initiatives and exercising judgments that are almost professional in nature and require a substantial amount of training and experience. The Library Technician is in a separate location from the library but has immediate supervision. Professional assistance and direction are available from the central library by means of the telephone. Their work is repetitive and seldom requires an original approach to a problem. The current occupants of the Library Technician position happen to have professional training and qualifications far beyond the needs of the Library Technician job description and they do not always seek assistance from the central library. However the assistance is available and the position should not be reclassified merely because the occupants of the position are capable of performing beyond the requirements of the job description. The position of Library Technician may merit some upgrading but the evidence in these proceedings does not indicate that the occupants of the position are required to exercise a level of skills and conduct themselves independently to the same degree as a Student Services Specialist I.

The Union seeks to have those classifications on the salary schedule that have five steps increased to six steps. In its brief the Union offered no argument in support of its demand for an additional step in the salary schedule for those positions that have only five steps. The arbitrator can find no basis for justifying the additional step. If the employees in classifications with six steps received greater total increases by reason of the six steps than those employees who only had five steps in their classification, there would be some justification for adding the sixth step. The fact is that employees with five steps receive total increases by reason of the steps that are comparable to the total increases received by employees who have six steps in their classification. Employees in the five step classification already have an advantage over those employees in classifications with six steps because they reach the top of their classification one year earlier and receive a comparable total increase in the shorter period. To add on another step to those classifications with five steps would increase the advantage that those employees already have. The Union points out that all teachers, counselors and school nurses have at least seven steps in their classification. Those classifications are for employees who are at a professional level. The paraprofessional positions included in this bargaining unit are created because the Employer does not want or need employees at the professional level of qualification and pay to perform the particular duties that are required. Because of the differences in the duties, training and type of employee needed, the paraprofessional employees were not included in the bargaining unit consisting of professionals with whom they have no community of interest. Since they are a different type of employee with different duties and different training, there is no reason why they should have a salary schedule comparable to professional employees.

The Union argues that the wage proposal included in its final offer is more comparable to the settlements between other public employers in the Milwaukee area and their employees. It points out that its final offer is in line with the increase in the consumer price index for the preceding year. Other public employers in the Milwaukee area received salary increases for the comparable period that range from 8.5 percent to 10 percent for the two years involved. The employees of the other public employers in the Milwaukee area had been given substantially lower salary increases for each of the two years of the immediately preceding contracts and had been given a lower cumulative percentage increase than the Employer had given over the last ten years. The Employer points to the significant deterioration in its local tax situation. In the past when there were substantial increases in the equalized valuation of the district, they helped to finance increases in employee benefits without undue

increases in tax rates. In the most recent year, the equalized valuation was almost stagnant which necessitated a major increase in the tax rate so that it is very near the statutory tax limit. While this argument has validity in that it points to the Employer's deteriorating financial situation, it does not mean that the Employer does not have the ability to pay. The Employer points to the rapidly declining rate of inflation and a seriously deteriorating economy as reasons for not giving the increase that the Union seeks. While this argument has validity, one must keep in mind that in the days of rapidly increasing rates of inflation, the employees wage rates lagged behind. As the Union points out, wage increases are usually based on the increase in the cost of living during the preceding collective bargaining agreement and the consumer price index increased 13.5 percent during the year preceding the expiration of the old collective bargaining agreement.

The salary issue is the most significant factor to be considered by the arbitrator in reaching a decision in this matter. The Employer has reached an agreement with the 650 member bargaining unit consisting of teachers and it calls for an eight percent increase over the next two years. It has reached an agreement with the 350 employees represented by District Council #48 calling for an eight percent increase for each of the next two years. It has an agreement with the Union representing the 30 television employees that calls for an eight percent increase for each of the next two years. A wage pattern has developed for employees of the Employer as a result of those negotiations. The Employer's salary proposal to this bargaining unit falls within that pattern. The Employer and this bargaining unit have engaged in collective bargaining and have always reached agreement on wages that fell within the overall pattern developed through negotiations with this and other bargaining units with which the Employer negotiates. It is not realistic to disrupt the relationship with the other collective bargaining units unless there has been a substantial change in the circumstances involving this bargaining unit that would set it apart from the others and justify a higher wage increase. The Employer's proposal to this bargaining unit on salaries is the same percentage increase agreed upon with its other bargaining units. A settlement pattern has developed through negotiations with the three bargaining units representing 1,030 employees of the Employer. It is not realistic to give the 88 members of this bargaining unit a larger percentage increase than that received by the other 1,030 employees as a result of collective bargaining without facts distinguishing this bargaining unit from the others. The evidence has not developed such a set of facts and the award in this proceeding should be consistent with the agreements reached at the bargaining table by the strong and realistic unions negotiating with the same employer. An award by this arbitrator that departed from the pattern agreement reached with the other bargaining units as a result of negotiations would do violence to the bargaining process between the Employer and the unions with which it bargains. There would be no reason for either the Employer or the unions to engage in bargaining in an effort to reach the best possible agreement for each side if it would be possible to utilize the mediation-arbitration process or shop for an arbitrator and obtain a more favorable result. This arbitrator will not disrupt relationships between the Employer and its unions by making an award giving an increase in wages substantially higher than the increases agreed upon by the other bargaining units in a free collective bargaining atmosphere unless there is evidence indicating that there has been a substantial change in conditions for this bargaining unit that would justify such an increase for it and not for the other bargaining units.

The same rationale applies to the amount of the dental insurance premium to be paid by the Employer. There is no reason why the employees of this bargaining unit should have more of the dental insurance premium paid by the Employer than the members of the other bargaining units. It is just as true that there is no reason why the members of this bargaining unit should have less of the dental insurance premium paid by the Employer than is paid by the members of the other bargaining units. It is quite obvious that in the course of negotiations that result could have been achieved if an agreement could have been reached within the pattern created by the collective bargaining agreements with the other unions. The Union seems to have made a decision that what it perceives to be an inequity in the classification of the three Library Technicians is a sufficient set of facts to distinguish it from the other collective bargaining units that have reached agreement with the Employer. This arbitrator

is of the opinion that some small inequity in the classification of three employees is not sufficient to take 85 other employees of the same bargaining unit out of the pattern established by three other unions representing 1,030 employees of the Employer and give the 88 employees benefits far in excess of those included in the established pattern. Collective bargaining is a process designed to give adversaries an opportunity to measure each others bargaining power and test it. When each party assesses its own and its adversary's bargaining power accurately and realistically, and agreement is ordinarily reached. In some instances one party may have a disparate amount of power as compared to the other or may be unrealistic in its approach to the bargaining process. Because strikes are illegal in public employment, the parties must resort to the arbitration process in those circumstances. The arbitrator must try to achieve a result that is comparable to what should have been agreed upon between a strong and realistic union and a strong and realistic employer. It appears to this arbitrator that the negotiations between the Employer and the three other unions representing its employees resulted in agreements of that kind. The award in this proceeding should be consistent with the agreements reached at the collective bargaining table by the three strong and realistic unions negotiating with the Employer.

The arbitrator does not take the position that there might not be circumstances where there should be a departure from the pattern agreement reached with the representatives of other collective bargaining units. There may be circumstances where duties or skills or working conditions might require that employees in a certain classification be treated more favorably than others. It is quite possible that the Union could make a case for some sort of reclassification of the position of Library Technician. However, it should not expect that a small inequity having an impact on three employees will result in all 88 members of the bargaining unit receiving benefits in excess of those agreed upon between the Employer and the three unions representing 1,030 employees.

The arbitrator is satisfied that the free collective bargaining process between employers and unions of comparable strength is the best and most practical method of determining wages, hours and conditions of employment for employees. He is satisfied that the pattern agreement reached by the Employer with the three other bargaining units in a free collective bargaining atmosphere produced a result that was fair to the employees in those bargaining units and would be fair to the bargaining unit involved in these proceedings. Implementation of the Employer's offer will result in the employees in this bargaining unit paying a larger share of the dental insurance premium than the other bargaining units. That is a regrettable consequence of the arbitrator's award but one which the Union had an opportunity to avoid.

After full consideration of the statutory criteria and after careful and extensive examination of the exhibits and arguments of the parties, the arbitrator makes the following

AWARD

The Employer's final offer attached hereto and marked exhibit 'B' is preferable to that of the Union and the Employer is directed to incorporate it into a collective bargaining agreement containing the other items to which the parties have agreed.

Dated at Sparta, Wisconsin, this 10th day of June, 1982.

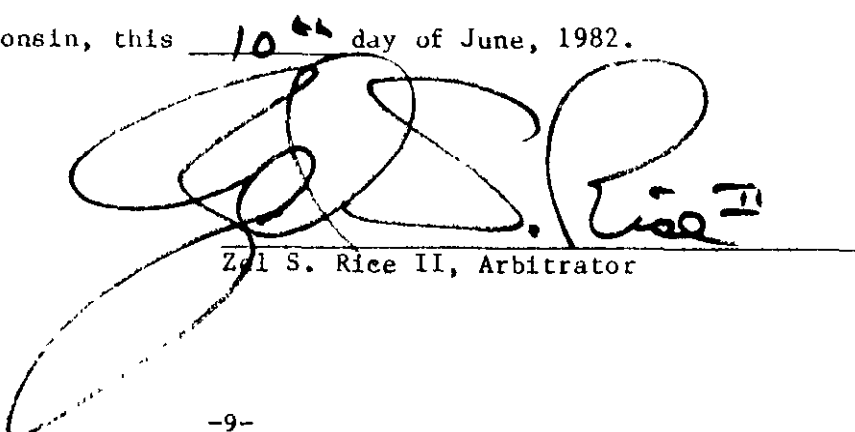

Zel S. Rice II, Arbitrator

EXHIBIT "A"

FINAL OFFER

of

AFT LOCAL 212, WFT, AFL-CIO
PARA-PROFESSIONALS

November 12, 1981

7001501

NOV 16 1981

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

1. All Stipulated Agreements.
2. Two year contract (July 1, 1981, through June 30, 1983)
3. Article VII - Insurance
Section 4 - Dental
 - a) The Board agrees to provide and pay the full dental premium for all eligible employees and their dependents. The coverage and benefits shall be equivalent to Blue Cross plan QQ, with \$750 maximum coverage per individual per year.
 - b) Section 1, Health, paragraphs b), c) and d) above shall also apply to dental insurance.
4. Library Technicians shall be reclassified and moved to the Specialist I pay classification. Each technician will move to the lowest salary step in the new classification that provides a minimum of a one step increase in salary.
5. Wages
 - 81-82 (See Appendix A)
 - a) 9% increase to each cell over 1980-81.
 - b) Add step 6 to all pay classifications.
 - 82-83 (See Appendix B)
 - a) 9% increase to each cell over 1981-82
6. Wages and library technicians reclassifications shall be retroactive to July 1, 1981.
7. All clauses in the collective bargaining agreement in effect at June 30, 1981, and not addressed in this final offer shall be continued.

Respectfully submitted,



Steve Kowalsky
Representative for

AFT Local 212 Paraprofessionals,
Wisconsin Federation of Teachers,
AFL-CIO

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WISCONSIN EMPLOYMENT RELATIONS COMMISSION

NOV 13 1981

Milwaukee Area Vocational, Technical
and Adult Education District

and

Case CXXVII

No. 28249 MED/ARB-1257

Wisconsin Federation of Teachers,
AFT, AFL-CIO, Local 212

FINAL OFFER OF MILWAUKEE AREA TECHNICAL COLLEGE
FOR PARAPROFESSIONAL BARGAINING UNIT
AS OF NOVEMBER 11, 1981

Milwaukee Area Technical College proposes that the
collective bargaining agreement as in effect at June 30, 1981
be continued except as follows:

1. Implement all stipulated agreements.
2. Extend the agreement for a further term of two years.
3. All wage and salary provisions in the basic contract and in Appendix A shall include the same classifications and structure as the previous wage and salary schedules. The new schedules for the 1981-82 contract year shall be prepared by adding 8% to each step in the schedules for 1980-81. The new schedules for the 1982-83 contract year shall be prepared by adding 8% to each step in the 1981-82 schedules. Wage and salary increases shall be retroactive to July 1, 1981.
4. Effective July 1, 1982, a new dental insurance plan shall be implemented. MATC shall have the right to select the dental insurance carrier; however, the major benefits provided under the plan shall be in accordance with the schedule attached hereto. MATC shall contribute the entire cost of the plan for employees without dependents and 50% of the cost of the plan for employees with dependents. Participation in the plan

shall be voluntary. Employees who choose to participate in the dependent coverage shall pay their share of the cost through payroll deductions. Provisions comparable to Article VII, Section 1(b), (c) and (d) shall be included in the collective bargaining agreement language relating to the dental insurance plan.

SCHEDULE OF DENTAL BENEFITS

Maximum per participant per calendar year.	\$750.00
Deductible per participant per calendar year.	25.00
Maximum family deductible per calendar year.	75.00
<u>DIAGNOSTIC*</u>	100%
<u>Diagnostic X-rays</u>	
<u>Oral examinations</u>	
<u>PREVENTIVE*</u>	100%
<u>ANCILLARY</u>	80/20
<u>Anesthesia and injections</u>	
<u>Emergency palliative treatment and</u>	
<u>denture repairs/adjustments</u>	
<u>RESTORATIONS</u>	
<u>Regular (Direct Fillings)</u>	80/20
<u>Precious Metal (Indirect Fillings)</u>	50/50
<u>ORAL SURGERY</u>	80/20
<u>ENDODONTICS</u>	80/20
<u>PERIODONTICS</u>	80/20
<u>PROSTHODONTICS</u>	50/50
<u>ORTHODONTICS* (separate Maximum)</u>	50/50
<u>Lifetime maximum per participant</u>	1,500.00
<u>Dependents covered to Age 19</u>	
<u>*not subject to deductible</u>	
<u>DEPENDENTS COVERED</u>	Same as for current Employee Health Insurance Plan
<u>ELIGIBILITY FOR COVERAGE</u>	Same as for current Employee