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STATE OF WISCONSIN
BEFORE THE ARBITRATOR

JAN 15 1987

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the Matter of the Petition of

MILWAUKEE DISTRICT COUNCIL 48,
AFSCME, AFL-CIO and its
affiliated LOCAL 742

To Initiate Mediation-Arbitration
Between Said Petitioner and

Case 55
No. 36497
MED/ARB-3825
Decision No. 23859-A

CITY OF CUDAHY

APPEARANCES.

Anthony F. Molter on behalf of the Union
Robert Mulcahy, Esq on behalf of the City

On September 2, 1986 the Wisconsin Employment Relations Commission appointed the undersigned Mediator-Arbitrator pursuant to Section 111.70(4)(cm) 6b of the Municipal Employment Relations Act in the dispute existing between the above named parties. Pursuant to statutory responsibilities the undersigned conducted a mediation session between the parties on November 3, 1986 which did not result in resolution of the dispute. The matter was thereafter presented to the undersigned in an arbitration hearing conducted on the same date for final and binding determination. Post hearing briefs were filed by the parties which were exchanged by December 15, 1986. Based upon a review of the foregoing record, and utilizing the criteria set forth in Section 111.70(4)(cm) Wis Stats, the undersigned renders the following arbitration award

ISSUE.

The only issue in dispute is whether the Union's request to reallocate the position of Police Clerk effective January 1, 1986 from \$715.68 biweekly/\$1,550.64 monthly to the pay step of \$729.52 biweekly/\$1,580.64 monthly should be granted. Currently the Police Clerk and Office Clerk II classifications are paid identically.

UNION POSITION:

The major differences between the Police Clerk and the General Office Clerk II are that the Police Clerk is expected to take shorthand and to transcribe shorthand notes, to enter and recall information from the computer, and to perform matron duties when needed

In fact, the City's proposed job description establishes even more stringent requirements in that in the future Police Clerks will be expected to take shorthand at one hundred (100) words per minute and to transcribe at forty-five words per minute. Nowhere in any Clerk II job description is there any shorthand requirement. In this regard, employers generally pay more to clerical employees who are required to have shorthand skills than to general office clerks

The \$30.00 increase the Union seeks would place the Police Clerk somewhere between the Office Clerk II and the Data Processing Maching Operator.

The fact that both of the classifications have a community of interest and that they are placed in the same bargaining unit is not relevant to the disposition of this proceeding. In fact, at the time an issue arose regarding the inclusion of the Police Clerks in the unit, the Employer emphasized the fact that the Police Clerks have unique hours wages and conditions of employment.

CITY POSITION.

All employees in the unit agreed upon a 3% increase, a figure which exceeds any relevant increase in the cost of living.

All clerks in the unit are similarly situated even though no clerical positions in the City are identical. In fact, all clerks in different departments have duties peculiar to their own departments. However, there is no basis in fact nor in law for paying employees differently because of such differences. The \$30.00 adjustment the Union seeks here is nothing but "pie in the sky" in that at no time have the Police Clerks ever received that significant a differential between themselves and the Clerk II's.

Relatedly, in a prior representation proceeding the WERC found that the distinct duties of the Police Clerk position were not significant and that they generally perform substantially similar duties as other clerical employees.

There has been no significant change in the Police Clerk position since the WERC proceeding, except for an increased use of computers. However, computers are also operated by others in the City's employ.

The record indicates that the amount of time Police Clerks spend on shorthand was an average of one-half hour to one hour per day. This diminimus amount of time certainly does not justify the requested increase.

External comparables also don't justify the change requested by the Union. In fact, the Police Clerks' current pay is very comparable.

In addition, local economic conditions also support the status quo.

When viewed in its entirety, nothing in the record justifies the Union's requested increase. Instead, what is happening is that the Union is seeking significant bargaining unit reclassifications, and it is using this effort as leverage for other reclassifications.

DISCUSSION.

While the undersigned is persuaded that the shorthand requirement in the Police Clerk classification is significant, and that it perhaps justifies some differentiation in salary above the Clerk II classification, this record does not provide a sufficient evidentiary basis to justify selection of the Union's offer. It is well established that when a party proposes a change such as that requested herein, the party making the proposal has the burden of demonstrating, by objective evidence, the need for such change. The instant record is insufficient in that regard in that it contains no evidence that other comparable public employers have established such a pay differential. In addition, the record does not indicate that the Police Clerk classification's

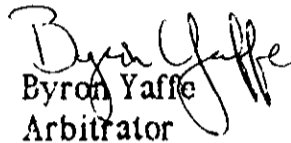
salary is out of line with the salaries received by other comparable employees in the area. Absent evidence that such pay differentials are the norm or that the salaries in dispute are out of line with comparable salaries, the undersigned has no objective basis for selecting the pay adjustment requested herein

Accordingly, for the foregoing reasons, the undersigned hereby renders the following:

ARBITRATION AWARD

The City's final offer shall be incorporated into the parties' 1985-86 collective bargaining agreement.

Dated this 13th day of January, 1987 at Madison, Wisconsin.


Byron Yaffe
Arbitrator