

BEFORE THE ARBITRATOR

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In the Matter of the Arbitration :
of a Dispute Between :
ST. CROIX COUNTY : Case 106
and : No. 44182
ST. CROIX COUNTY SOCIAL SERVICES : MA-6200
EMPLOYEES' LOCAL #576-A :
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Appearances:
Weld, Riley, Prenn & Ricci, S.C., by Mr. Stephen L. Weld, on behalf of
the County.
Ms. Margaret McCloskey, Staff Representative, on behalf of the Union.

ARBITRATION AWARD

The above-entitled parties, herein the County and Union, are privy to a collective bargaining agreement providing for final and binding arbitration before a Wisconsin Employment Relations Commission staff arbitrator. Pursuant thereto, I heard this matter on September 25, 1990, in New Richmond, Wisconsin. The hearing was not transcribed and both parties presented oral argument in lieu of briefs.

Based upon the entire record, I issue the following Award.

ISSUE:

Did the County violate the contract when it failed to reclassify grievant Barbara Anderson from a Typist II to a Typist III position and, if so, what is the appropriate remedy.

DISCUSSION:

Anderson on January 23, 1990, asked Social Services Supervisor Jerry Breen that she be reclassified to a Typist III position which pays about a dollar more an hour than the Typist II position. At that time, there were no job descriptions for the Typist III position because the County had only recently agreed to create that classification in its 1989 negotiations with the Union. During those negotiations, there was no discussion as to whether the County would fill such slots during the contract term.

In response to Anderson's request, the County prepared a job description which provided, inter alia, "General Statement of Duties: Performs complex clerical tasks; provides for assignment of work or supervision of other clerical staff." The County subsequently denied Anderson's request and the instant grievance followed, claiming that the "Job description which was drawn up after initial request for reclassification requires supervision of staff which is not a union role."

At the instant hearing, Anderson explained how she trained several new employees in February, 1990, so much so that for all practical reasons she in effect acted as their supervisor. She also testified regarding her overall responsibilities and why she believes she should be reclassified.

The County acknowledged at the hearing that the Typist III is a bargaining unit position; that its job description should not contain any references to supervisory duties; and that the job description will be so changed. This corrective action is needed because it is simply wrong to expect that Anderson or any other bargaining unit employees should supervise bargaining unit personnel.

The question then becomes whether, in the face of this changed job description, Anderson nevertheless still deserves to be reclassified. As to that, the record shows that she indeed acted in a leadership capacity when she helped train new employees in the beginning of 1990 and that she exercises considerable discretion and responsibility in her present position.

However, it is likewise true, as the County points out, that another Typist II also helped train the new personnel in the beginning of 1990 and that she, too, asked to be reclassified, hence showing that Anderson helped share her responsibilities with someone else. Since only a very few other office clericals work alongside Anderson, it is highly improbable that once this training period ended, she in fact spent a substantial amount of her time reviewing their work, or assigning them tasks, which are two of the distinguishing features of the Typist III position.

In addition, Breen, who is the immediate supervisor of the typists, stated that the Typist III position was established for the "systematic training of new employees" for a larger office to make sure that the work gets

out. He also said the County had created a new clerical supervisory position to handle such duties, but that it was not yet funded.

There is yet another factor to be considered: While the County agreed to create the new Typist III position at the end of its negotiations with the Union in response to the Union's request that it be created as part of a career progression, it never promised to fill that slot. The County's failure to offer that guarantee stands in sharp contrast to its commitment in the same negotiations to fill the Public Assistance Specialist III position. In other words, the Union successfully negotiated to get the latter position filled, but not the former.

Taken altogether, the foregoing shows that Anderson on a regular basis does not review or assign work to other clerical employees and that the County in negotiations never agreed to fill the newly created Typist III position. In such circumstances it must be concluded that she is not entitled to be reclassified to a Typist III, as she does not perform all of the distinguishing features of that position. 1/

In light of the above, it is my

AWARD

That the County did not violate the contract when it failed to reclassify the grievant Barbara Anderson from a Typist II to a Typist III position; the grievance is therefore denied.

Dated at Madison, Wisconsin this 26th day of February, 1991.

By _____
Amedeo Greco, Arbitrator

1/ This ruling is expressly pretreated upon the County's assurance that the Typist III job description will be changed to delete any references to supervisory duties.