

BEFORE THE ARBITRATOR

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In the Matter of the Arbitration	:
of a Dispute Between	:
	: Case 111
	: No. 45839
LINCOLN COUNTY COURTHOUSE EMPLOYEES	: MA-6776
LOCAL 332-A, AFSCME, AFL-CIO	:
	: Case 112
and	: No. 45840
	: MA-6777
LINCOLN COUNTY	:
(SHERIFF'S DEPARTMENT)	:
	:

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Appearances:

Mr. Philip Salamone, Staff Representative, on behalf of the Union.  
Mr. Charles A. Rude, Personnel Coordinator, on behalf of the County.

ARBITRATION AWARD

The above-entitled parties, herein the Union and County, are privy to a collective bargaining agreement providing for final and binding arbitration before the Wisconsin Employment Relations Commission staff arbitrator. Pursuant thereto, I heard these matters on September 19, 1991, in Merrill, Wisconsin. The hearing was not transcribed and, pursuant to the agreement of the parties, I issued a "bench decision" which this Award augments.

Based upon the entire record in this matter, and having heard the respective positions of the parties, I hereby issue the following Award.

AWARD

1. The Linda D'Amico Grievance

This grievance centers upon whether the County improperly failed to award D'Amico the Program Assistant position in the Corporation Counsel's office with the Union contending, and the County denying, that it did.

The record shows that Fiscal Clerk D'Amico is a highly qualified employee and that she had previously worked as a legal secretary in her prior employment. As a result, it is understandable as to why she believes she is qualified for that position. However, her training for that job would have taken a considerable amount of time. Since the County needed someone to immediately do the Program Assistant's job, it thus is readily understandable why the County passed her over.

This dispute thus should be resolved as follows:

1. D'Amico no later than October 1, 1991, is to be awarded the full-time Fiscal Clerk position in the Highway Department where she will work 35 hours per week at her present hourly rate of \$7.55 an hour.
2. D'Amico is to be made whole by paying to her a sum of money, including all contractual benefits, that she would have earned from May 13, 1991, 1/ to the present had she been working full-time at the rate of \$7.55 an hour.

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1/ This represents the date that the Personnel Committee denied D'Amico's grievance.

3. D'Amico is to drop a pending grievance involving another job posting.

4. This Award represents the end of D'Amico's grievance, with the result being that the County shall retain Carol Michalawski in her current position.

5. This Award shall not be used as a precedent by either party for any purposes whatsoever.

6. That to resolve any questions which may arise over this matter, I shall retain my jurisdiction indefinitely.

## 2. The Overtime/Workweek Grievance

This dispute centers on the changes the County made when -- in response to an investigation conducted by the United States Labor Department's Wage and Hours Division in 1990 -- it altered the way it computes a jailer's normal work week. The upshot of these changes is that they now receive about thirty (30) hours less overtime a month even though they still work the same number of hours that they did previously and even though they otherwise are still on the same work schedule.

It is clear that the County did what it did in order to comply with federal law and that it had no choice but to do what it did. However, since the contract language has remained the same, and since employees here have lost a valuable benefit, it is also clear that some adjustment will have to be made.

The County therefore shall pay Jailers at the time and a half rate for the one day a month they are off on their "Kelly days" from now on until a new agreement is reached and it shall pay employees Lynn Geiber, Gary Frisch, Brian Haffermann, Ken Schneider, and Tom Seslar said sum for the monthly "Kelly days" they have been off from April 1, 1991, to the present.

In addition, the resolution of this grievance on this basis shall not be used as a precedent for any other purposes.

In light of the above it is my

### AWARD

1. That the County shall take the foregoing action with both of the grievances herein.

2. That I shall indefinitely retain my jurisdiction to resolve any problems which may arise over application of this Award.

Dated at Madison, Wisconsin this 25th day of September, 1991.

By Amedeo Greco /s/  
Amedeo Greco, Arbitrator

