

BEFORE THE ARBITRATOR

In the Matter of the Arbitration	:	
of a Dispute Between	:	
	:	
THE VILLAGE OF WHITEFISH BAY	:	Case 76
	:	No. 47034
and	:	MA-7142
	:	
POLICEMEN'S PROTECTIVE AND BENEVOLENT	:	
ASSOCIATION OF WHITEFISH BAY	:	
	:	

Appearances:

Mr. Patrick J. Coraggio, Labor Association of Wisconsin, Inc., 2825 North Mayfair Road, Wauwatosa, WI 53222, appeared on behalf of the Association.

Mr. Michael Harrigan, Village Manager, Village of Whitefish Bay, 5300 North Marlborough Drive, Whitefish Bay, WI 53217, appeared on behalf of the Village.

ARBITRATION AWARD

On February 18, 1992, the Wisconsin Employment Relations Commission received a request from the Policemen's Protective and Benevolent Association of Whitefish Bay to provide an arbitrator to hear and decide a grievance. Following jurisdictional concurrence from the Employer, the Village of Whitefish Bay, the Commission, on March 9, 1992, appointed William C. Houlihan, a member of its staff, to hear and decide the matter. A hearing was conducted on April 29, 1992 in Whitefish Bay, Wisconsin. At the end of the evidentiary hearing, the parties made closing argument and requested a bench decision. Following review of the evidence and argument, I issued a bench decision denying the grievance.

This Award is a written confirmation of that decision.

ISSUE:

The parties stipulated the following:

Did the Employer violate the terms and conditions of the Collective Bargaining Agreement when it deducted an hour of straight time pay from the Grievant for working only seven and one-half hours on April 7, 1991. If so, what is the appropriate remedy?

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DISCUSSION:

This dispute centers upon how the parties handle hours of work/overtime during the transition into and out of Daylight Savings Time. The normal work day is eight and one-half hours. During October, the clocks are set back one hour, resulting in a 9 1/2 hour third shift. During April, the clocks are moved ahead, leading to a 7 1/2 hour third shift. At the end of the hearing, it was my conclusion that a practice exists. The elements of that practice include the following: (1) an officer who works both the long and the short shift is paid for 8 1/2 hours on both days; (2) if neither shift is worked there is no issue; (3) if only the long shift is worked, the Village pays the extra hour at premium pay; (4) if only the short shift is worked, there is no deduction.

In 1987, the Grievant, Michael Bloedel, grieved the fact that he was not paid overtime for working the long shift. The resolution of the grievance was that he be paid premium pay for the extra hour worked, but that in the future if he intended to make such a claim, he would have to take a deduct or work an extra hour on the spring shift.

In 1991, Bloedel worked both the long and the short shift. He sought, and received, premium pay for the long shift. He was deducted for the short shift and grieved.

Bloedel claims disparate treatment vis-a-vis two co-workers who also worked the short shift and were not subject to a deduction. I find no disparate treatment in that neither of the two officers worked the long shift. The treatment of all is consistent with the practice.

The Association claims a breach of the practice of no deductions for working the short shift. As noted, I find the practice to be broader than that cited by the Association and find no violation. Bloedel is not free to point to one-half of the practice and ignore the balance.

AWARD

The grievance is denied.

Dated at Madison, Wisconsin this 5th day of May, 1992.

By _____
William C. Houlihan, Arbitrator