

December 21, 1993

Mr. Daniel R. Pfeifer
Staff Representative
Wisconsin Council 40,
AFSCME, AFL-CIO
Route 1
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Mr. Thomas F. Peterson
City Attorney
City of Prairie du Chien
110 East Haydn Street
P.O. Box 335
Prairie du Chien, WI 53821

Re: City of Prairie du Chien
(Police Department)
Case 57 No. 48012 MA-7475

Gentlemen:

This letter is to confirm a "bench" decision rendered by the undersigned pursuant to a stipulation by the parties. The parties also waived "supporting rationale" for the bench decision.

On October 1, 1992, the Wisconsin Employment Relations Commission designated the undersigned as the impartial arbitrator to resolve the above dispute.

On August 3, 1993, following hearing and argument in the matter, the undersigned issued a decision and Award sustaining the Union's grievance; ordering the City "to restore the parties' prior practice allowing for bargaining unit employes to 'double back,' and to work on their third (3rd) day off during their three days off period"; and granting the Union's request for a make whole remedy. The undersigned also retained jurisdiction "over the application of the remedy portion of the Award" in order to address any issues over remedy.

Thereafter, the parties agreed that the total monetary amount potentially owed, by virtue of the aforesaid decision and Award, is \$3,756.00. The parties further agreed that the turn-down rate for overtime by bargaining unit employes is 30%. By letter dated October 22, 1993, the Union stated "the majority of the 30% turn-down, by the bargaining unit employes, is filled by non-bargaining unit employes and that, in a few cases, the vacant shift was not fully filled."

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While the parties are in agreement over the amount potentially owed as noted above, they disagree as to the amount to be paid bargaining unit employes

to remedy the dispute. The Union argues that the employes are entitled to the full amount while the City maintains "that the proper measure of damages in this matter should be calculated at 70% of the value of total shifts lost due to the City's 'Double Back Policy,' more specifically 70% of \$3,756.00 or \$2,629.20." The City takes this position because regular full-time officers would have refused 30% of the shifts in question.

The parties completed their briefing schedule on December 2, 1993.

After considering the entire record and the parties' arguments in the matter I issue the following bench decision and

AWARD

The proper make whole remedy in this matter is 70% of \$3,756.00 or \$2,629.20. The City is ordered to pay bargaining unit employes this amount of money for time lost as a result of the City's action. The City should make every effort to distribute the money as equally as possible.

By terms of this letter I am not only issuing a bench decision as requested by the parties but I am also closing the file on this case.

Very truly yours,

Dennis P. McGilligan
Arbitrator

DPM/pb
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