

January 7, 1994

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Re: City of Spooner (Police Dept.)  
Case 13 No. 48529 MA-7633

Dear Sirs:

This letter constitutes the expedited Award in the above matter. As agreed in our conference phone call, the discussion which follows will be kept to a minimum.

As I told you during our phone discussion, the number of cases I have handled since the April, 1993 mediation/arbitration meeting is such that my recollection of that meeting is hazy. Furthermore, the two affidavits you have supplied do no more than to confirm that different persons present at that meeting, for whatever reasons, emerged with different impressions of how the settlement agreement would work.

Upon review of the agreement itself, however, I do not find it ambiguous as to the issue that has been raised. Item (2) essentially disposes of the issue, by stating that "Once overtime is worked, 1/ the officer may bank up to a maximum of forty hours. . . ." This clearly shows that overtime can be added to the bank at any time that (a) new overtime has been worked and (b) the bank does not stand at 40 hours. The Employer's "annual" interpretation would require the addition of a phrase which is not in the settlement agreement. Thus I agree with the Union that

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1/ Emphasis added.

under the terms of the settlement agreement an officer may earn and bank up to 40 hours, use some or all of it, and earn and bank it again, etc. during the course of a year.

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I note, however, in response to the Employer's concerns, that other provisions of the settlement do provide the Employer with a considerable amount of control. First, the obvious impact of the 40-hour cap is that no officer can accumulate compensatory time to the point where it could constitute a vacation of more than one week's duration. Second, item (1) of the settlement agreement ensures management's control over whether the overtime is worked in the first place. And, finally, item (4) ensures that officers cannot use compensatory time at the expense of leaving the department short-handed.

For these reasons, and based on the parties' submissions, it is my decision and

AWARD

That the April 26, 1993 settlement agreement does not set an annual limit on the number of hours of compensatory time that may be banked by an officer.

Very truly yours,

Christopher Honeyman  
Arbitrator

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