BEFORE THE ARBITRATOR

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| In the Matter of the Arbitration of a Dispute Between | |
| LOCAL 71, AFSCME, AFL-CIO | Case 178 No. 49810 MA-8072 |
| and | |
| CITY OF KENOSHA | |

Appearances:

Mr. John P. Maglio, Staff Representative, Wisconsin Council 40, AFSCME, AFL-CIO, appearing on behalf of the Union.

Mr. Roger E. Walsh, Davis and Kuelthau, Attorneys at Law, appearing on behalf of the City.

## ARBITRATION AWARD

The Union and the City named above jointly requested that the Wisconsin Employment Relations Commission appoint the undersigned to resolve four grievances involving overtime. A hearing was held in Kenosha, Wisconsin, on March 16, 1994, at which time the parties were given the opportunity to present their evidence and arguments. The parties completed filing briefs by May 12, 1994.

## ISSUES:

The issues to be decided are:

> Did the City violate the collective bargaining agreement by scheduling Richard Bentkowski to work 7:00 a.m. to 3:00 p.m., thereby eliminating one hour per day of overtime he previously worked since 1984?
>
> Did the City violate the collective bargaining agreement by contracting out weekend security duties in the parks, thereby reducing the overtime opportunities of Herbert Patterson?
>
> Did the City violate the collective bargaining agreement by using a seasonal employee to work as pool and beach supervisor on weekends, thereby reducing the overtime previously worked by regular employees Rory Hansen and David Ottman?
>
> Did the City violate the collective bargaining agreement, specifically Section 23.01, by giving oral notice to the Union of its overtime reduction plan five days before its plan went into effect and written notice one or two days in advance?
>
> If the answer to any of these questions is yes, what is the appropriate remedy?

## CONTRACT LANGUAGE:

### ARTICLE II - MANAGEMENT'S RIGHTS

. . .

2.02 The City has the right to schedule overtime work as required in the manner most advantageous to the City

and consistent with the requirements of municipal employment and the public interest.

2.03 It is understood by the parties that every incidental duty connected with operations enumerated in the class specifications is not always specifically described. Nevertheless, it is intended that all such duties shall be performed by the employee. The City agrees to provide the Union with five (5) copies of amendments to any job description of positions represented by the Union and description of any new positions represented by the Union.

. . .

2.05 The Union agrees and recognizes that the City has certain statutory and charter rights and obligations in contracting for services relating to its operations. The right of contracting or subcontracting is vested solely with the City. The City recognizes that the Union has an obligation to its members and agrees that the right to contract or subcontract work or services will not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members.

. . .

ARTICLE IV - SENIORITY

. . .

4.04 Temporary or Seasonal Employees.

. . .

B. A seasonal employee is hereby defined as a person hired to fill a position in the competitive service, the need for which may be reasonably anticipated and is likely to recur periodically each year or within shorter periods. Appointments shall be made in the same manner as for permanent employees and shall not exceed seven (7) months unless extended to a specified date with the written permission of the Civil Service Commission.

. . .

D. No temporary or seasonal employee shall be retained if such retention should cause layoff of a permanent employee who is qualified to do the work.

. . .

ARTICLE XVII - OVERTIME PAY - CALL-IN PAY

. . .

17.04 General.

A. Overtime work shall be assigned to employees who normally do the work within the division and divided as equally as possible.

. . .

## ARTICLE XXIII - CHANGES IN OPERATION

23.01 The City agrees to notify the Union in writing of any proposed changes in the methods of operation which may affect employees covered by this Agreement. All proposed changes will be discussed between the Employer and the Union prior to effectuating any change where the proposed change would introduce new job classifications, or affect the wages of employees.

. . .

## ARTICLE XXVI - MAINTENANCE OF STANDARDS

26.01 The employer agrees that all conditions of employment in his/her individual operation relating to wages, hours of work, overtime differentials, and general working conditions shall be maintained at not less than the standards in effect at the time of the signing of this Agreement.

## ARTICLE XXVII - WORK WEEK

27.01 All employees covered by this Agreement shall have a normal work day of eight (8) hours and work week of forty (40) hours. The normal work week shall consist of five (5) consecutive days, Monday through Friday, except for employees of the Water and Sewage Plants and other employees whose normal schedule shall include Saturday and Sunday work.

BACKGROUND:

In the latter part of 1992 and early part of 1993, all City departments were asked to review their budgets and reduce overtime. The City wanted the net increase in operating budgets to be at or below the cost of living in order to qualify for revenue sharing funds from the State. The grievances here all involve employees whose overtime was reduced or eliminated by the Parks Division on April 1, 1993.

On March 26, 1993, the Assistant Administrator of Public Service and Parks Superintendent, Daniel Winkler, called a meeting of all Parks Division employees and laid out the plans for overtime for 1993. The Union asked him to put it in writing. The actions that are at issue in this case involve the following from the plan presented to employees:

> BEACHES-55106
> Run only one shift staffed by a full-time Park Division employee on weekends. The seasonal head lifeguard supervisor at the pools and beaches would be in charge of the second shift.
>
> GENERAL MAINTENANCE-55109
> 1. The staggered second shift man who works May through mid-October on the staggered shift of 4-11 P.M. on a 7 days per week basis would be cut back to 5 days per week and replaced with a security service on weekends, Saturday and Sunday from 4-11 P.M.
>
> 2. The work hours for all Park Division field employees will be from 7:00 A.M. to 3:00 P.M. There will be no additional coverage either before 7:00 A.M. or after 3:00 P.M. unless specifically approved on a case by case basis.
>
> SWIMMING POOL WASHINGTON-55222/SWIMMING POOL ANDERSON-5512
> Run only one shift staffed by a full-time Park Division employee on weekends. The seasonal head lifeguard supervisor at the pools and beaches would be in charge for the last shift.

On March 30, 1993, Winkler gave Union secretary Sally Rassmussen a written notice of the overtime plan, which stated:

> Pursuant to my meeting of March 26, 1993 with the Park Division staff at the field office, please consider this as written notification of change in the methods of operation which may affect employees covered by the Labor Agreement. The overtime plan as presented at that meeting will go into effect commencing April 1, 1993.

Union President Jerry Pace sent Winkler a letter on April 5, 1993, which stated:

> Pursuant to your meeting of March 26, 1993 with the Park Division Staff at the field office, I wish to call your attention to the following language from the contract:

> "All proposed changes will be discussed between the employer and the union prior to effectuating any change . . ."
>
> The key word in that statement is "**prior.**" At the first meeting, you did not discuss your final plan in totality. You left many areas open. As of March 26, 1993, **you told** us what you were implementing as of April 1, 1993.
>
> As far as we are concerned, we feel there was no discussion. We had no input on the changes. We were just told what was to be and that was that.
>
> Although you have put this plan into effect as of April 1, 1993, we still believe that the contract has been violated as stated above.

The grievances involve Bentkowski who lost one hour of overtime, and Patterson, Hansen and Ottman who all lost weekend overtime work.

Richard Bentkowski:

Bentkowski is a Parks Division dispatcher. From 1984 to April 1, 1993, he worked 6:30 a.m. to 3:30 p.m., Monday through Friday, with one hour per day of overtime as part of his regular schedule. On April 1, 1993, he was scheduled to work 7:00 a.m. to 3:00 p.m. each day, and the one hour per day of overtime was eliminated.

When Bentkowski started at 6:30 a.m., he opened the building and answered phone calls, mostly from employees calling in sick or absent. Infrequently, there were other calls regarding tree damage or some problem. His duties after 3:00 p.m. included putting time cards in a rack for the next day, processing time cards from that day, and filing and recording bills. Some of this work was also done in the early morning hours.

After April 1, 1993, supervisors answered phones between 6:30 and 7:00 a.m. The City's work rules instruct employees to report absences to their supervisors. Bentkowski now works 40 hours a week, and continues to process time cards, record bills and file papers during his regular shift.

Herbert Patterson:

Patterson is a construction and maintenance worker in the Parks Division. He replaced Mark DiCello in September of 1992. DiCello worked substantial amounts of overtime -- about six to seven hours of overtime every Saturday and Sunday from April 1st through October 31st, as well as some overtime during the week. DiCello wanted to be relieved of this duty due to its heavy schedule of hours. When Patterson interviewed for the position, supervisors Terrence Flatley and Todd Ingrouille indicated that there would be overtime Monday through Friday, as well as the weekend overtime like DiCello had been working. He was told that if he took the position, he should not schedule any vacation time until the season was over.

When Patterson first took over DiCello's position, he worked overtime hours during September and October of 1992, similar to DiCello's old schedule. The duties in the parks' peak season included opening and closing the fields and rest rooms, taking care of lights and equipment, putting away bases on ball fields, etc.

For the 1993 season, the City hired a private security firm which performs the same duties that Patterson and DiCello had done. Patterson worked

40 hours per week in the season between April and October, with occasional or sporadic overtime. His shift is from 3:00 p.m. to 11:00 p.m. Some of the duties on the parks, such as turning on lights or putting away bases, were being done in 1993 by managers of ball teams.

Rory Hansen and David Ottman:

The City maintains three beaches and two pools. Weekend work for the pools and beaches starts in early June and runs to late August, approximately the same time children are out of school.

During the last three years, Hansen has worked overtime on weekends as a beach and pool supervisor. His predecessor was Joe Lusiak, who also worked overtime on weekends. When Ingrouille asked Hansen if he wanted the job, he told him it was seven days a week with weekend work required and no vacation to be scheduled in the summer.

During 1991 and 1992, Hansen worked every weekend, both Saturdays and Sundays, on overtime. He started at 6:00 a.m., checking pools and PH levels, taking calls from employees, and making sure that the seasonal employees vacuumed the pools and cleaned up the areas. The pools open at noon, and Hansen would go between them to deal with problems as beach/pool supervisor. Hansen worked 40 hours Monday through Friday, and had 16 hours of overtime every weekend, working 6:00 a.m. to 2:00 p.m. every Saturday and Sunday. The overtime on Saturday is paid at time and a half, while Sunday work is paid at double time. There were approximately 220 hours of overtime on the weekends in the summer season. Hansen earned other sporadic overtime, such as when plowing snow in the winter.

Ottman's overtime schedule was similar to Hansen's, except that on the weekends in 1992, he worked from noon to 8:00 p.m., overlapping with Hansen by two hours. Ottman left a position in the water utility because of the overtime involved in the Parks position as beach and pool supervisor. He would not have posted nor accepted the position without the overtime involved. He earned approximately 240 hours of overtime on weekends, plus a few extra hours elsewhere.

As a result of the overtime reduction plan for 1993, both Hansen and Ottman were cut back to working alternate weekends, thereby cutting their overtime in half. Neither of them filled the noon to 8:00 p.m shift, and they worked the first shift every other weekend. A seasonal employee, Dan Buckley, worked noon to 8:00 p.m. every weekend.

On a couple of occasions in 1993, Buckley worked more than 40 hours a week, and Hansen and Ottman were told by Ingrouille not to schedule him more than 40 hours a week. Buckley was assigned duties of general supervision in charge of beaches and pools, which had previously been performed by Hansen and Ottman. A comparison of Buckley's hours between 1992 and 1993 shows that he worked fewer hours in 1993 than he worked in 1992. In 1992, it was common for Buckley to work 11 hours on Saturdays and Sundays, while in 1993, he never put in more than eight hours on the weekends. During 1992, he exceeded 40 hours in a week on 12 occasions -- in 1993, he exceeded 40 hours in a week on two occasions.

Ottman took a test for the job, and the test apparently asked for general knowledge of beaches and pools and general supervisory skills. Hansen, Ottman, and Buckley do not have any kind of special certification for their jobs. There is a state requirement that the City have a designated person available 24 hours a day, and the City has designated Ingrouille to be that person. The state department of Health and Social Services requires that every pool shall be under the supervision of one supervisor, and Hansen and Ottman performed that function on both shifts in 1992, and Buckley performed that function in the afternoon hours in 1993.

THE PARTIES' POSITIONS:

The Union:

The Union asserts that in Bentkowski's grievance, several contract provisions were violated. The position of Parks Department dispatcher is in the Table of Organization in the contract, and addressed again in Appendix A, Wages. The Union submits that the City has violated the agreement by assigning duties performed by Bentkowski to supervision. Section 2.03 states that all duties connected with a job be performed by the employee, not the supervisor. Section 17.04(A) also states that overtime shall be assigned to employees who normally do the work. Also, the elimination of Bentkowski's overtime violates Section 26.01 which indicates that overtime differentials are to be maintained.

In Patterson's case, the Union notes that the job posting which he signed included a statement regarding the seven day a week operation. When the City subcontracted the work previously done by Patterson, it violated Section 2.03, which calls for all duties to be performed by the employee, as well as Section 17.04(A) and Section 26.01, as in Bentkowski's case. The Union submits that Section 2.05 grants the City the right to subcontract as long as such subcontracting is not used to undermine the Union nor discriminate against its members. Undermining is defined as to weaken, injure, or to sap; taking 12 to 14 hours of overtime pay from Patterson surely sapped that family budget.

Similarly, several contract sections were violated when the City cut the weekend overtime work of Hansen and Ottman in half. The Union points out that a seasonal employee suffered no reduction in weekend hours and worked 46 hours one week and 61 hours another week. By not assigning the overtime work to Ottman and Hansen who normally performed the work, by undermining them out of one-half of their summer overtime earning capacity, and by not assigning the duties to members of the unit, the City violated the contract.

The Union further argues that the City failed to comply with Section 23.01 when it implemented changes in overtime work. That section provides that proposed changes will be discussed between the employer and the union prior to effectuating any change.

The hours worked by the Grievants on an overtime basis still exist. As a remedy, the Union asks that Bentkowski's overtime be reinstated and supervision stop performing what was a long-term bargaining unit assignment. It asks that the overtime taken from Patterson be removed from the contracted agency and that those hours to reinstated to him, and that Patterson is to be made whole for all lost money and benefits. The Union asks that in the case of Hansen and Ottman, the seasonal employee not be shown preferential treatment so that the weekend overtime would be restored to Hansen and Ottman, and that they also be made whole monetarily.

The City:

The City contends that there was no change in Bentkowski's regular work hours of 40 hours a week, as provided in Section 27.01, and the City has the sole right to schedule overtime under Section 2.02, which allows the City the right to schedule overtime in the manner most advantageous to the City consistent with the requirements of municipal employment and the public interest. The City had a legitimate interest in holding down its costs so that it could be eligible for additional state aid. Moreover, under the work rules, supervisors should have been taking calls from employees, work that Bentkowski was doing on overtime.

The City finds no merit in the Patterson grievance, where Section 2.05 of the contract gives the City the right to subcontract. The restrictions regarding undermining the Union and discriminating against its members are not applicable. Loss of overtime opportunity does not undermine nor weaken the Union. The Union has previously tried to restrict subcontracting where it would cause a loss of wages or overtime opportunities, something it was unable to obtain through negotiations and interest arbitration.

Regarding the Hansen and Ottman grievance, the City relies on Section 4.04(D) as the only restriction on the use of seasonal employees, that those employees shall not be retained if their retention causes the layoff of a permanent employee qualified to do the work. Layoff refers to the loss of regular working hours, not overtime opportunities. Further, the Hansen/Ottman case is almost identical to a case in which Arbitrator Schiavoni noted the provisions of Section 4.04(D) and found no contractual violation.

The City asserts that the Union's claim of a violation of Section 23.01 is without basis. That section has two requirements -- the first to notify the Union of proposed changes in methods of operation which may affect employees, and the second to discuss with the Union changes introducing new job classifications or changes affecting wages before such changes take place. As Arbitrator Schiavoni noted previously, the section has no express time provisions for the notice. Moreover, this section has no significance on the Bentkowski grievance, as it was not a change in the method of operation.

Winkler discussed the overtime reduction plan with employees on March 26, 1993 and gave the Union a written statement of the plan on March 29th. On March 30th, Winkler gave a memorandum to Union President Pace notifying him of the overtime reduction plan, and the Union made no request to discuss it before it was implemented on April 1st. The Union had five days to request further discussion about the plan before it went into effect but made no request.

The City further argues that the maintenance of standards clause was not violated. Arbitrator Schiavoni also discussed this clause and noted that it does not prohibit the City from making managerial decisions to operate efficiently which might be disadvantageous to certain employees. Where Section 2.02 authorizes the City to schedule overtime in the manner most advantageous to the City, Section 26.01 does not preclude the City from ever changing overtime opportunities enjoyed by an employee at the time of the signing of the contract.

DISCUSSION:

Bentkowski Grievance:

This grievance is denied.

There is no contractual violation where the City eliminated the one hour per day of overtime. The City used supervisors to receive phone calls, mostly from employees who were supposed to notify their supervisors of their absences anyway, in the one-half hour that Bentkowski had worked in the morning. There is no replacement for the afternoon one-half hour, and Bentkowski still gets the same work done during his regular shift. It is unknown why the 3-3:30 p.m. half hour of overtime ever existed in the first place, and Bentkowski performs the same duties now during his regular working hours.

Bentkowski's main task when working overtime in the morning was to take phone calls from other employees. While he occasionally took calls regarding other problems, the primary purpose of this one-half hour of time in the morning was to take calls from employees calling in sick or absent. Under the City's work rules, employees are supposed to notify their supervisor if unable to report to work. While a supervisor may delegate an employee to handle such a task, nothing in the contract, including Section 2.03, prohibits a supervisor from doing such a task.

The City's right to take away this overtime is consistent with its management's right, specifically Section 2.02, and this right is not contradicted by the maintenance of standards clause. Article 26 does not guarantee that all overtime previously scheduled or worked will remain in effect for the term of the contract. It guarantees that all conditions of employment related to wages, hours of work, overtime differentials, and general working conditions remain in effect.

The City, by agreeing to maintain certain standards, did not agree to maintain the same levels of overtime from year to year. The reference to overtime differentials in the maintenance of standards clause does mean that

the same levels of overtime will be maintained as were in effect at the time of the signing of the contract. Overtime is often an unknown factor -- dependent on weather for snow removal or water main breaks, etc. -- factors which the City could not guarantee would remain the same at the time of signing the contract. Differentials usually refers to shift differentials, or in this contract, differentials paid for weekends and holidays. However, nothing in Section 26.01 requires the City to maintain the same level of overtime, and the specific right given in Section 2.02 to schedule overtime is not abridged by the general language of Section 26.01.

While the Union cites Section 17.04 as applicable, that section says: "Overtime work shall be assigned to employees who normally do the work within the division and divided as equally as possible." Once the overtime is eliminated, there is no overtime to be assigned and divided equally. The fact that Bentkowski normally did the work on overtime does not mean that the City is required to continue having him do the work on overtime. For example, Bentkowski testified that at the end of the day, he worked overtime for one-half hour and his duties were putting time cards in a rack for the next day, processing time cards from that day, and filing and recording bills. He now does this same work during his regular hours. If these duties had to be performed on an overtime basis, then Section 17.04 should be applied. Otherwise, there is no overtime to assign and divide among employees. The same holds true for the morning overtime previously performed by Bentkowski. The overtime no longer exists.

Patterson Grievance:

This grievance is denied.

The City has the specific right under Section 2.05, to contract out for services relating to its operations. The limitation on the City is that this right will not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members.

While the contracting out of parks' security for nights or weekends took away overtime opportunities from a bargaining unit member, it did not undermine the Union nor discriminate against Union members. Patterson retains a full-time job. The bargaining unit was not reduced in its overall composition. Only the overtime opportunities were lost by the contracting out. While overtime is desirable for many employees, it is not guaranteed as part of the job. The contract guarantees a 40-hour work week in Section 27.01. It does not guarantee any level of overtime.

Overtime and available work opportunities for unit employees may constitute a condition of employment which would fall under the general language of Section 26.01. However, the specific language of Section 2.05 controls the Patterson grievance. The right of contracting out is "vested solely" with the City, with the limitation that the City will not subcontract work of services to undermine the Union or discriminate against its members. The contract with a private firm in this case neither undermined the Union nor discriminated against any of its members.

The Union stated that Section 2.03 was violated, because the language states:

> It is understood by the parties that every incidental duty connected with operations enumerated in the class specifications is not always specifically described. Nevertheless, it is intended that all such duties shall be

> performed by the employee. The City agrees to provide the Union with five (5) copies of amendments to any job description of positions represented by the Union and description of any new positions represented by the Union.

The Union emphasizes the language that all such duties shall be performed by the employee. However, the Union's interpretation in this case would nullify the language of Section 2.05 which grants the specific right to contract out. Section 2.03 cannot be interpreted to obliterate Section 2.05. Section 2.03 does not prohibit subcontracting, and may not be implied to do so, where another section specifically grants the right of contracting out to the City. The contract must be read as a whole.

Hansen & Ottman Grievances:

These grievances are denied.

While the weekend work continues to be available, the City's assignment of the work to a seasonal employee is valid under Section 2.02 and Section 4.04(D). The Union contests the continued presence of the seasonal employee, Buckley, while two bargaining unit employees have their overtime reduced by half. Section 4.04(D) prohibits the City from using temporary or seasonal employees if using them would cause the layoff of permanent employees. Hansen and Ottman, as the permanent employees, were not laid off. Buckley worked fewer hours in 1993 after the overtime reduction plan went into effect. But the main difference in the loss of overtime hours for Hansen and Ottman was the fact that the City used Buckley as pool and beach supervisor on the afternoon shift, where in the past, Ottman and Hansen both covered the supervision.

The City cut back on all hours and employees in this cutback of beach and pool supervision. It did not provide the same coverage and service as it had in the past. If Buckley's hours had been increased to pick up for Hansen and Ottman's overtime loss, the story might be different. However, Buckley was not picking up extra hours, and in fact, worked quite a bit less in 1993 than in 1992.

For the same reasons as noted elsewhere in this award, other sections cited by the Union, such as Sections 26.01, 17.04 or 2.03 were not violated. Under Section 17.04, what overtime was available was assigned to Hansen and Ottman. The City was not required to make all work available on overtime to those employees, where it could use a seasonal employee under Section 4.04, and had the right to schedule overtime in a manner most advantageous to the City, under Section 2.02.

Overtime:

The assignment of available overtime work to bargaining unit employees may constitute a condition of employment as envisioned by Section 26.01. The bargaining unit members testified that they were told that weekend and overtime work was part of their jobs, that they could not use vacation time during the peak season. Further, this overtime work had existed for years.

Contrary to the Union's assertions, in all these cases, the overtime no longer exists -- that was the whole point of the overtime reduction plan. It is true that most of the work is being done in some fashion. Supervisors take calls from employees where Bentkowski used to do it. A private contractor provides parks security on weekends where Patterson used to do it. Buckley provides beach and pool supervision where Hansen or Ottman used to do it. The overtime hours previously available are gone due to these changes. In the area of pool and beach supervision, not as much work is being done, because Buckley

previously worked while either Hansen or Ottman were also on duty. Instead of three people staffing the pools and beaches, two do it now, and Buckley does not work overtime or take overtime hours away from Hansen or Ottman.

The general language of the maintenance of standards clause does not control where specific language has been negotiated in the contract. The City has the specific right under Section 2.02 to schedule overtime in the manner most advantageous to the City. Not scheduling overtime at all is most advantageous to the City and may be done under Section 2.02 without violating Section 26.01. Again, as noted previously, the contract must be read as a whole. The same is true with the subcontracting issue -- the specific language of Section 2.05 would control without violating Section 26.01.

Notice of Proposed Changes:

The City comes close to violating Section 23.01. That language says:

> The City agrees to notify the Union in writing of any proposed changes in the methods of operation which may affect employees covered by this Agreement. All proposed changes will be discussed between the Employer and the Union prior to effectuating any change where the proposed change would introduce new job classifications, or affect the wages of employees.

On March 26, 1993, Winkler called a meeting of all Parks Division employees and laid out the plans for overtime for 1993. The Union asked him to put it in writing, which he did on March 30th. The plan went into effect on April 1st.

Parts of the plan are subject to the requirements of Section 23.01. Certainly the contracting out of weekend parks security previously performed by Patterson is a change in the method of operation which may affect employees. Also, the cut back of beach and pool personnel on weekend afternoons is a change in the method of operation which may effect employees.

The City provided oral notice to employees five days before the overtime reduction plan went into effect. It provided written notice only one or two days in advance, depending on how you count the day the written notice was received.

Certainly the spirit of the language in Section 23.01 is meant to bring the parties together first and give the Union an opportunity to have some input before certain changes are made. It would seem that the short period of time given by the City in this case does not fit well with the intent of Section 23.01.

While Arbitrator Schiavoni previously noted that Section 23.01 makes no express time provisions for notice, the lack of an express time period does not foreclose the possibility of determining what a reasonable time period would be. The City needs to carry out its obligations under this requirement in good faith, or face the potential of having its decisions overturned by its failure to do so.

However, given the fact that the parties have not bargained for a time period to give notice of proposed changes, and the fact that another arbitrator may have left the City with the impression that no particular time be adhered to, and given the fact that all other aspects of the City's action did not violate the contract, the Arbitrator is reluctant to overturn those actions based solely on the short notice period. Let the City be on notice that continuing to give such short notice in the future may fail the test of good faith.

AWARD

The grievances are denied.

Dated this 12th day of July, 1994, at Elkhorn, Wisconsin.

By Karen J. Mawhinney /s/
Karen J. Mawhinney, Arbitrator