

BEFORE THE ARBITRATOR

In the Matter of the Arbitration  
of a Dispute Between

LOCAL 3055, AFSCME, AFL-CIO

and

GREEN BAY AREA PUBLIC SCHOOL DISTRICT

Case 179  
No. 52813  
MA-9113

SUPPLEMENTAL ARBITRATION AWARD

On March 8, 1996, the undersigned arbitrator issued an award which sustained the grievance of Paul Kox to the extent outlined in the award and continued to hold jurisdiction while the parties reached a remedy. The parties later advised me that they were unable to reach a remedy and submitted briefs on the remedy, which were received and exchanged by July 3, 1996.

The Union's Position:

There are two areas where Kox performed the core duties of the Head Auto/Truck Mechanic and should be paid the higher rate of pay -- when he was in charge of helpers and when he made sure that equipment was ready for seasonal work. The Union and the District agree on the days that Kox supervised other employees in the shop, with the exception of March 15, 1995 and March 27, 1996. There are 27 days that the parties agree upon. Kox had a helper only in the afternoon of March 15, 1995, and the date of March 27, 1996, had not taken place when the Union gave the District its original list of dates.

The Union claims that the District has ignored the other area of the performance of core duties of the Head Auto/Truck Mechanic, the issue of scheduling seasonal maintenance on District equipment and seeing that this work is completed. Kox kept a log of the jobs he worked on when Reindl was absent, and the log indicates when he was working with helpers. Kox reviewed this log and identified two areas that he believes warrant higher pay -- the preparation of lawn care equipment in anticipation of the grass cutting season, and the preparation of snow removal equipment prior to winter.

The core duty that Kox spent the greatest amount of time performing was the seasonal scheduling of lawn cutting equipment for maintenance before it was needed in the spring and summer. The Union asserts that Kox performed this duty 40 days during the time he kept his log.

On 26 of those 40 days, he had a helper, and the District agrees with 24 of the 26 days. Accordingly, 16 days remain in dispute. The dates that Kox was involved in scheduling and preparation of lawn cutting equipment, without a helper, are the following:

2/29/95  
3/01/95  
3/06/95  
3/08/95  
3/10/95  
3/16/95  
3/27/95  
4/03/95  
4/06/95  
5/02/95  
5/19/95  
3/21/96  
6/03/96  
6/11/96

During those dates listed above, a variety of equipment was serviced. Toros are mentioned most often, which the District uses throughout its many schools to cut grass. Other equipment includes holders and trackless vehicles, which are larger equipment also used for snow removal. Since on many of the dates in question these machines are the only items listed by Kox, it appears this work was the primary activity performed by the department on these days. For the seasonal preparation of snow removal equipment, the log shows the following dates when a helper was not also present:

3/07/95  
10/10/95  
11/28/95  
11/29/95

The Union states that with the 14 days that Kox did not have a helper when he was involved in the lawn cutting machinery preparation, the four days without a helper on snow removal equipment, and the two days with a helper which have not been agreed to result in 20 additional days that Kox should be paid at the Head Auto/Truck Mechanic rate. This would be an additional \$361.60 and result in a total of \$857.39 when added to the District's previous calculations of \$495.79.

The Union would also emphasize that it is not simply concerned with a monetary settlement. There should be no further dispute as to Kox's actual performance of Reindl's core duties when he is doing them either through instruction or simply because they have to be done and no one else is doing them. The Union knows that the District may handle absences of Reindl differently in the future. But if Kox continues to perform these core duties when Reindl is absent,

he should be paid in accordance with whatever remedy the Arbitrator issues here.

The District's Position:

The District reviewed the Grievant's breakdown of dates when he felt he was entitled to the higher rate of pay, and based on his own description of the tasks he performed, the District determined that the only time he invaded the core duties of the Head Mechanic's position was when he was supervising other employees. Therefore, the District proposed to pay the Grievant for 27 days that he supervised other employees, but the Union rejected that proposal.

The District reviewed the Grievant's documents in accordance with the Arbitrator's criteria to determine if the Grievant performed scheduling duties as defined in the Award. Out of the 82 days claimed by the Grievant, there were five days where he mentioned scheduling as part of his daily duty:

- 3-6-96 I diagnosed a 4 x 4 problem on #13. I scheduled it for repair, ordered the necessary parts and picked them up. Then I repaired the truck.
- 3-10-95 ... I scheduled and repaired the 4 x 4 on #27.
- 4-20-95 ... I scheduled and repaired #11 and #21.
- 5-2-95 I scheduled #34 and #1 for oil change, diagnosis and tune up.
- 2-19-96 I repaired a flat tire on #9 - I scheduled the repair so it did not seriously interfere with pick up for that day  
....

The District states that the Arbitrator interpreted scheduling to mean, "the scheduling of equipment for seasonal work," . . . "to see that lawn mowers are ready for spring, that snow plows are ready by winter, etc." Clearly, the Arbitrator envisioned scheduling to be a process which required some fore-thought and would involve a number of pieces of equipment to get ready for a particular season. The Grievant's alleged scheduling duties required no fore-thought, as the scheduling and repair happened almost simultaneously. Even if they fit the criteria denied by the Arbitrator, they do not justify eight hours of pay at the higher rate, and the scheduling duties could not have taken more than five minutes to perform.

The duties performed by the Grievant on the dates he claims for higher pay are duties that fell under his own job description. A small sampling includes:

- 2/20/95 I cleaned trucks and did repair and clean up in the

shop. Began disassembling the joy air compressor.

3/07/95 I worked on snow equipment so that it would be ready for forecasted snow fall.

4/03/95 I continued seasonal repairs on toro lawn mowers and trackless mower, and started seasonal repairs on 8ft holder mower deck.

5/02/95 I moved equipment (arranged it for access) I changed the holder over from brush to lawn mower. I scheduled #34 and #1 for oil changes, diagnoses, and tune up.

5/08/95 I found work to keep me busy all day no one gave me any orders for the day

6/02/95 I repaired a flat tire on #9. I repaired a weed eater. Repaired mower deck on the holder. I replaced universal joints and exhaust system.

7/05/95 I repaired the holder. I repaired the mower on the trackless. #38 lift gate broke and I did a temporary repair. I repaired a coolant leak on #7.

11/29/95 I worked on the plow on #5. I repaired the plow on #57. I picked up a mirror for #14 and put it on.

Those are not the core duties of the Head Mechanic's job but the duties that Kox is responsible for performing as part of his regular job.

The Grievant submitted a breakdown of each day he felt entitled to the Head Mechanic's pay rate as well as the duties he performed each day. When one reviews the dates that Reindl was absent, it is clear that Kox is asking for the higher rate of pay for each day that Reindl was absent, something the Arbitrator clearly rejected in her award. Awarding the Union's remedy would provide the Grievant with a benefit which he is not entitled to under the Agreement. Article X of the Agreement does not provide for automatic reclassification.

The District feels it has fashioned a remedy consistent with the award, and that Kox is entitled to 27 days of pay at the Head Mechanic's rate for performing supervisory duties.

REMEDY:

The March 27, 1996 date claimed by the Union is actually a date that goes well beyond the filing of this grievance and even after the original arbitration award was issued. This date and other dates submitted for June of 1996 will not be considered part of the grievance and award in this case. I am declining to review a record made well after the arbitration award was issued, and will confine my remedy to the grievance before me. I doubt that the parties will have any ongoing dispute over this date if in fact Kox had a helper assigned to the garage. The main dispute centers over whether Kox invaded other core duties of the Head Mechanic, specifically, the scheduling equipment to see that it gets into the shop for maintenance and repair to be ready for the appropriate upcoming season.

I have reviewed the attachments sent by the District and the Union. The first date that the Union claims higher pay for is 2/29/95. 1/ I find no notes for that date at all. The next one is 3/1/95, which states that Kox worked on seasonal maintenance of Toro's #102 and #142. This would be part of his regular duties and not an invasion of the core duties of the Head Mechanic. The same is true for March 6, 7, 8, 10, 16, April 3, 6, May 2, 19, October 10, November 28 and 29, all in 1995.

The District's position is preferred, with the exception that if Kox did work with someone on March 15, 1995, for half a day, he is entitled to a half a day's pay at the higher rate, as well as the other 27 days that the parties agree upon. I find no evidence or basis upon which to award the higher rate of pay on any other dates. Performing maintenance work on seasonal equipment is not the same as the core duty in the Head Mechanic's job description of scheduling maintenance and having equipment ready for each season. Kox's own log does not verify that he perform that core duty. The records fails to show that Kox invaded core duties on those other dates claimed by the Union.

#### ORDER

The District is ordered to pay Paul Kox the difference between his rate of pay and the rate of pay of the Head Mechanic for the 27 dates previously identified in the May 15, 1996 letter from the District, as well as the afternoon hours of March 15, 1995.

Dated at Elkhorn, Wisconsin this 22nd day of July, 1996.

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1/ I am reviewing only the dates which the Union claims where no helper or other employee was assigned to the garage, since there is no dispute when someone is assigned.

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