

BEFORE THE ARBITRATOR

In the Matter of the Arbitration  
of a Dispute Between

TEAMSTERS LOCAL UNION NO. 579

and

CITY OF EVANSVILLE

Case 26  
No. 54164  
MA-9573

Appearances:

Previant, Goldberg, Uelmen, Gratz, Miller & Brueggeman, S.C., Attorneys at Law, by  
Mr. Frederick C. Miner, appearing on behalf of the Union.

Brennan, Steil, Basting & MacDougall, S.C., Attorneys at Law, by Mr. Howard  
Goldberg, appearing on behalf of the City.

ARBITRATION AWARD

Teamsters Local Union No. 579, hereinafter referred to as the Union, and the City of Evansville, hereinafter referred to as the City, are parties to a collective bargaining agreement which provides for the final and binding arbitration of disputes arising thereunder. The parties jointly requested the Wisconsin Employment Relations Commission to designate a member of its staff to act as an arbitrator to hear and decide a grievance over the meaning and application of the terms of the agreement. The undersigned was so designated. Hearing was held in Evansville, Wisconsin, on July 30, 1996. During the course of the hearing the parties requested a "bench decision" and waived written rationale for the Award. Therefore, based on the record, the arguments of the parties and the rationale the undersigned orally made to the parties at the hearing, the undersigned confirms his

AWARD

The City did not violate the parties' collective bargaining agreement by attempting to reassign Sergeant Phillips from a day shift to a swing shift, and therefore the grievance is denied and dismissed in all respects.

Dated at Madison, Wisconsin, this 31st day of July, 1996.

By Lionel L. Crowley /s/  
Lionel L. Crowley, Arbitrator