

BEFORE THE ARBITRATOR

IN THE MATTER
OF THE ARBITRATION OF A DISPUTE BETWEEN
TAYLOR COUNTY HIGHWAY EMPLOYEES LOCAL 617
AFSCME, AFL-CIO
and
TAYLOR COUNTY

Case 69 No. 55171 MA-9914

APPEARANCES

Mr. Philip Salamone, Staff Representative, Wisconsin Council 40, AFSCME, AFL-CIO, 7111 Wall Street, Schofield, Wisconsin, 54476, for the Union.

Mr. Jeffrey T. Jones, Attorney, Ruder, Ware & Michler, S.C., 500 Third Street, PO Box 8050, Wausau, Wisconsin, 54402-8050, for the County.

Pursuant to the terms of the collective bargaining agreement between the parties, the undersigned was designated by the Wisconsin Employment Relations Commission as the arbitrator to hear and resolve a grievance by David Knosena. The hearing was held in Medford, Wisconsin, on July 23, 1997.

During the course of the hearing, the parties agreed to resolve the grievance in the arbitration proceeding on the basis of the following:

CONSENT AWARD

1. *Taylor County ("County") shall pay \$419.50 to the Taylor County Highway Employees, Local 617, AFSCME, AFL-CIO, ("Union"), of which amount \$125.00 represents filing fees;*
2. *The following language shall become effective immediately with respect to job postings and shall be incorporated within Article 17 of the successor 1999 Collective Bargaining Agreement upon expiration of the current 1996-1998 Collective Bargaining Agreement:
If an employee desires a posted position and/or "beat", the employee must*

sign for the position and/or "beat" when the position and/or "beat" is posted. If an employee does not sign for the position and/or "beat" when it is posted, the employee waives all rights to the position and/or "beat" and the Commissioner may, at his discretion, assign an individual to perform the duties of the position and/or "beat" on a temporary or permanent basis.

3. *Grievance No. 1-97 is dismissed;*

4. *The terms of this Consent Award shall not be viewed., interpreted or construed as an admission by the County that it violated the terms of the 1996-1998 Collective Bargaining Agreement. The County continues to deny any such violation;*

5. *The terms of this Consent Award are non-precedential in nature and shall not be used by either party in any- future dispute, grievance, or prohibited practice proceeding, collective bargaining matter, or other matter whether dispute or otherwise orientated, except as it may pertain to the enforceability of the terms of this Consent Award.*

In addition to the above-noted appearances on behalf of the parties, the grievant, Mr. David Knosena was present at the hearing and stated his understanding and agreement with the terms of the Consent Award as set forth above. Based on the Consent Award, the undersigned considers the arbitration proceeding resolved and relinquishes jurisdiction of the matter.

Dated at Madison, Wisconsin, this 15th day of August 1997.

Paul A. Hahn /s/

Paul A. Hahn, Arbitrator