

BEFORE THE ARBITRATOR

IN THE MATTER
OF THE ARBITRATION OF A DISPUTE BETWEEN
**LOCAL 110, SHEBOYGAN COUNTY SUPPORT SERVICES,
AFSCME, AFL-CIO**
and
SHEBOYGAN COUNTY

Case 307
No. 54820
MA-9798

APPEARANCES

Ms. Helen Isferding, Staff Representative, for the Union.

Ms. Louella Conway, Personnel Director, for the County.

ARBITRATION AWARD

Pursuant to a collective bargaining agreement between the parties, I was assigned by the Wisconsin Employment Relations Commission as arbitrator over an employe status grievance.

Hearing was held May 20, 1997, in Sheboygan, Wisconsin. The proceedings were not stenographically or otherwise transcribed. The parties filed post-hearing briefs, the last of which was received July 7, 1997.

ISSUE

The parties could not agree on a statement of the issue, but did agree I could frame the issue after considering their respective positions.

I frame the issue as:

Did the County violate the contract by the manner in which it employed Jan Wirth? If so, what remedy is appropriate?

DISCUSSION

The parties' dispute focuses on the questions of whether the County has employed Jan Wirth in such a manner that she became a member of the bargaining unit and/or in such a manner that the County violated the contractual restrictions on use of temporary employes.

The contract at Article 22b. defines a temporary employe as someone:

. . . hired for a specified period of time and who will be separated from payroll at the end of such period.

The contract at Article 11, II A.9. further specifies that temporary employes:

. . . shall not be used to reduce, replace or displace regular full-time employment.

Wirth has been hired and then terminated by the County on eight separate occasions beginning October 1993 for periods of time ranging from four to almost six months. During these periods of employment, Wirth performed various recordkeeping and data entry tasks related to computerizing County Child Support Department records.

The Union essentially argues that the length and regularity of Wirth's employment transformed her into a regular employe entitled to contractual benefits and also violated the contractual prohibition against reducing, replacing or displacing "full-time employment" through use of temporary employes.

Looking only at the regularity and duration of Wirth's employment, there is certainly support for the Union's position. However, the record establishes to my satisfaction that the regularity and duration of Wirth's employment were caused by delays beyond the County's control in the State's implementation of the KIDS system. The record further establishes that Wirth was and continues to be hired for "specific periods of time" to complete the KIDS project; that Wirth is the only County employe working on the KIDS computerization project; and that she therefore is not performing "regular . . .

employment” duties within the meaning of Article 11(9). Under such circumstances, Wirth’s employment does not violate the contract. Therefore, the grievance is dismissed.

Dated at Madison, Wisconsin, this 3rd day of October 1997.

Peter G. Davis /s/

Peter G. Davis, Arbitrator

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