

BEFORE THE ARBITRATOR

In the Matter of the Arbitration of a Dispute Between

LOCAL 1425-A, AFSCME, AFL-CIO

and

CITY OF LADYSMITH

Case 31
No. 55303
MA-9973

Appearances:

Mr. Steve Hartmann, Staff Representative, Wisconsin Council 40, AFSCME, AFL-CIO, P.O. Box 364, Menomonie, Wisconsin 54751, appearing on behalf of the Union.

Mr. William Sample, Consultant, Labor Relations Consultants, Inc., P.O. Box 808, Duluth, Minnesota 55801, appearing on behalf of the City.

CONSENT AWARD

The Union and the City named above are parties to a 1996-1997 collective bargaining agreement that provides for final and binding arbitration of certain disputes. The parties requested the Wisconsin Employment Relations Commission to appoint an arbitrator to hear and resolve a grievance filed by the Union. The undersigned was appointed and held a hearing in Ladysmith, Wisconsin on February 3, 1998, at which time it was determined that the undersigned would issue the following Consent Award:

1. Revise Section 10.1(G) of the collective bargaining agreement to state:

"The work day and work week shall consist of five (5), eight (8) hour shifts Monday through Friday and such hours on weekends as may be necessary to clean restrooms, refill towel and tissue dispensers, and empty trash cans; provided however, the worker will be laid off during periods of inclement weather unless two hours or less in duration and provided that weekend hours shall not create overtime pay, or call-in pay, except during Mardi Gras. The City shall not use contract or other non-bargaining unit employees to perform work for which the parks worker is qualified and able to perform while the parks worker is on layoff, except that the City may use developmentally disabled employees of Westlake, Inc., or its successors, to perform custodial work, including snow

removal, as currently performed. The City agrees to recall the parks worker from winter layoff as soon as possible on or about April 1 of each year. The parks worker will continue to assist with Christmas Display preparations and removal as required."

2. Article 10.1(G) does not constitute a guarantee of work.

3. The City makes no admission that it violated the collective bargaining agreement, and in consideration for the Union dropping the grievance, the City agrees to pay to Bonnie Suttan the amount of \$350.00 (three-hundred fifty dollars) on her first paycheck after being recalled in 1998.

4. Effective 12/31/97, the parks worker will be paid at the rate of \$9.19 per hour.

Dated at Elkhorn, Wisconsin this 17th day of February, 1998.

Karen J. Mawhinney /s/

Karen J. Mawhinney, Arbitrator

