BEFORE THE ARBITRATOR

In the Matter of the Arbitration of a Dispute Between

LOCAL 727-D, AFSCME, AFL-CIO

and

AMERICAN LUTHERAN HOME, INC.

Case 18
No.55793
A-5634

Appearances:

Mr. Steve Hartmann, Staff Representative, Wisconsin Council 40, AFSCME, AFL-CIO, appearing on behalf of the Union.

Weld, Riley, Prenn & Ricci, S.C., by **Attorney Stephen L. Weld**, appearing on behalf of the Employer.

CONSENT AWARD

The Union and the Employer named above are parties to a 1997-1999 collective bargaining agreement which provides for final and binding arbitration of certain disputes. The parties jointly requested that the Wisconsin Employment Relations Commission appoint the undersigned arbitrator to hear and resolve a grievance regarding uniforms. During the hearing on May 13, 1998 at Menomonie, Wisconsin, the parties entered into an agreement to have the arbitrator issue the following consent award:

1. The Employer will provide one (1) shirt to all employees in the bargaining unit as of May 13, 1998.

2. Shirts that were provided by the Employer pursuant to an earlier settlement will count against the Employer's requirement in #1 above.

3. Purchases by future employees and future purchases by current employees are allocated as follows: $10.00 (ten dollars) paid by the employee, the remainder paid by the Employer, per each shirt. The Employer agrees not to raise the issue of shirts in bargaining for the successor labor contract.

4. The Autumn Village custodian has the right to work in the American Lutheran Home during the remainder of the contract term.

5. The Autumn Village custodian will be placed on the on-call schedule. All available on-call hours will be offered to the Union employee first.

6. The Autumn Village custodian will be treated as a part-time fill-in for bargaining unit purposes (see Section 1.01). The Autumn Village custodian has to work less than 20 (twenty) hours per month.

Dated at Elkhorn, Wisconsin this 29th day of June, 1998.

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