

BEFORE THE ARBITRATOR

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In the Matter of the Arbitration of a Dispute Between

**THE VILLAGE OF JACKSON**

and

**WISCONSIN PROFESSIONAL POLICE ASSOCIATION/  
LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION**

Case 10  
No. 56576  
MA-10332

*(Krueger et.al. Grievance)*

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Appearances:

**Mr. Mark Hollinger**, Staff Attorney, Wisconsin Professional Police Association, 340 Coyier Lane, Madison, Wisconsin 53713, on behalf of the Association.

**Mr. John E. Drana**, Lindner & Marsack, S.C., Attorneys at Law, 411 East Wisconsin Avenue, Suite 1000, Milwaukee, Wisconsin 53202, on behalf of the Village.

**ARBITRATION AWARD**

Pursuant to the terms of the 1998-2000 collective bargaining agreement between the Village of Jackson (Village) and Wisconsin Professional Police Association/Law Enforcement Employee Relations Division (Union), the parties requested that the Wisconsin Employment Relations Commission designate a member of its staff to serve as arbitrator of a dispute between them concerning whether the Village should pay the four grievants (Krueger, Laabs, Fristad, Bloedel) overtime pay for attending a Health Fair regarding insurance providers on March 24, 1998. The hearing was held at Jackson, Wisconsin on September 9, 1998 at which time the parties were afforded a full opportunity to present relevant testimony, exhibits and other evidence and arguments. No stenographic transcript of the proceedings was made. The parties submitted their initial post-hearing briefs which were simultaneously exchanged through the Arbitrator on December 2, 1998. The parties waived the right to file reply briefs.

### **STIPULATED ISSUES**

The parties stipulated that the following issue should be determined in this case:

Did the Village of Jackson violate Article VIII of the parties' collective bargaining agreement by refusing to compensate the Grievants for time spent at the health insurance meeting? If so, what is the appropriate remedy?

### **RELEVANT CONTRACT PROVISIONS**

#### **ARTICLE VIII – OVERTIME**

Section 8.01 – Daily and Weekly – Workweek. The standard workweek or work schedule shall consist of six (6) on-duty days to be followed by three (3) rest days, 6-3, 6-3. The on-duty workday shall be eight and one-half (8½) hours per day, including a one-half (1/2) hour paid lunch period during which time the employee shall be on call. The employee shall be allowed two (2) fifteen (15) minute paid breaks per shift. Under no circumstances shall an employee's shift be changed for disciplinary purposes.

Section 8.02 – Overtime. All employees who work in excess of their regular (sic) scheduled workday or work in excess of their regular workweek shall receive one and one-half (1½) times the straight hourly rate for all overtime hours worked.

Section 8.03 – Overtime Work Required. Whenever, in the judgement of the department head, it is necessary to require employees to work overtime, employees will, if physically able, render overtime services. An employee may be excused from overtime work if not physically able to perform overtime work or because of a serious personal need of an emergency nature. In the event an officer is unable to perform overtime work, a written explanation shall be forwarded to the Director of Public Safety as soon as practicable, upon return to duty.

Section 8.04 – Computation. For the purpose of computing overtime pay, all hours paid shall be considered hours worked.

Section 8.05 – Call-In Time. Employees called in to work on other than a regularly scheduled time shall be entitled to at least two (2) hours work, or pay therefore, at the appropriate overtime rates of pay regardless of the length of time less than two (2) hours which they may work. The Village reserves the

right to have the employee work the full two (2) hours. In the event the employee is released during the two (2) hour period and called back within the same two (2) hour period, any extension over said two (2) hour period shall be paid at the appropriate overtime rate of pay based upon the actual time worked. An employee shall not be entitled to the two (2) hour minimum when he or she reports early for a particular shift or remains after the end of his or her shift.

Section 8.06 – Training School. Overtime earned as a result of attending required in service training, required school sessions or range-time outside the regularly scheduled work shift shall be paid at time and one-half (1½).

Section 8.07 – Court Pay. All employees who report for court duty during off-duty hours, shall be compensated at the rate of one and one-half (1½) times the employee's hourly rate, the minimum of which shall be two (2) hours at time and one-half (1½). Any employee receiving notification of cancellation less than twenty-four (24) hours in advance shall receive the two (2) hours minimum call-in pay.

### **STIPULATIONS OF THE PARTIES**

1. The grievants' hourly wage rates at the time of the March 24, 1998 Health Fair were as follows:

Lawrence Krueger, Jr. – \$15.19 per hour  
Ron Laabs - \$18.82 per hour  
Todd Fristad - \$17.00 per hour  
Mike Bloedel - \$19.72 per hour

2. Dave Murphy is the Director of the Public Works Department of the Village, a salaried employe. Murphy's normal work hours are from 7:30 a.m. to 4:00 p.m. Murphy attended the Health Fair on March 24, 1998, during no more than 30 minutes of his normal working time, and his wages were not docked.

3. Brian Kober is the Building Inspector for the Village. He is a salaried employe. Kober attended the Health Fair on March 24, 1998 and his wages were not docked for the period of time that he attended the Fair.

4. Kevin Kirkpatrick is a Police Officer with the Village. Kirkpatrick was on duty on March 24, 1998, and attended the Health Fair on that date without suffering any deduction from his pay therefor.

5. Pete Habel was on duty on March 24, 1998. Habel is a Sergeant with the Village Police Department. Habel attended the Health Fair for a period of time unknown and no deduction was made in his pay therefor.

6. Officers Krueger, Laabs and Fristad believed that they had been ordered to fill out the application form for the State Plan by the Chief and ordered to attend the Health Fair on March 24, on the same basis as Officer Bloedel testified. Krueger, Laabs and Fristad would have testified as Bloedel did on these points.

### FACTS

The parties have had a collective bargaining relationship for several years. Since January, 1998, the Village of Jackson has had 24 hour per day police service. Chief Rosenbauer has been Police Chief in the Village for the past two and one-half years. The Village has a Village Administrator/Clerk, Del Beaver, who has held that position since 1989. Officer Mike Bloedel has been Union president for approximately the last four years and works the 6:00 p.m. to 2:30 a.m shift.

During negotiations for the 1998-2000 contract, the Village and the Union voluntarily agreed to change health insurance carriers from Blue Cross-Blue Shield (BC/BS) to the Wisconsin Public Employee's Plan (State Plan). No evidence was presented herein to show that the parties ever discussed the procedural details of this change of carriers. Under the State Plan, approximately eight health care providers were available from which Village employes could select. Village employes did not have the option of staying with BC/BS so that they had to change health care providers in order to maintain their insurance benefits with the Village.

As the Village intended to make the effective date of the new State Plan coverage May 1, 1998, it was necessary for Village employes to consider and choose among the eight health care providers in the State Plan, to fill out a form (known as ET-2343) and submit that form on a timely basis so that the Village could send it to the State of Wisconsin Department of Employee Trust Funds no later than April 2, 1998. Therefore, after the Village administration received a March 6, 1998 letter from the State of Wisconsin Department of Employee Trust Funds, it passed that letter on to employes. That letter read, in relevant part, as follows:

...

We are acknowledging your resolution received on March 5, 1998 for inclusion under the Group Health Insurance Program. The effective date of coverage is May 1, 1998.

The preliminary instructions and enrollment forms will be mailed in March 1998.

The Group Health Insurance Applications (ET-2343) must be completed by the employe, returned to the employer and received by the Department of Employee Trust Funds by March 22, 1998, 30 days prior to the effective date. We request that you send in your health applications 40 days prior to the effective date, but no later than April 2, 1998. If the health applications are not received by this date, we cannot assure that ID cards will be received by subscribers by the effective date of coverage.

...

The above-quoted letter was distributed to all police officers in their police department mailboxes on or about March 13, 1998. The document distributed also contained a handwritten message from Chief Rosenbauer dated March 13, 1998 which read as follows:

ALL PD MEMBERS

Per Administrator!

- 1) Completed Forms ET-2343 must be returned to him NLT Fri. March 20, 1998.
- 2) A General Staff meeting (no OT authorized) will be held on Monday, 3-16-98 at 9:30 a.m. to explain the process?

...

By memo dated March 10, 1998, Village Administrator Beaver advised all employes regarding Wisconsin Public Employees group health insurance options, as follows:

...

I am scheduling a Health Fair for Tuesday afternoon, March 24, from 3:30 pm to 5:30 pm. **It is important for you to attend in order for you to discuss the various health care provider options.**

Eight separate tables will be set up for the various care providers so you can ask specific questions.

This is the only Health Fair I am scheduling, so plan to attend. If you have specific questions after the Health Fair, please refer to the contact #'s of the Marketing Representatives below. They will be bringing booklets, etc. to the Health Fair.

I need your enrollment application not later than 3:30 pm. March 31, 1998, so Madison can receive it by April 2, 1998.

Contact #'s:

Compcare – Jeanne Blank (414) 814-3646  
Humana – Lora Harris (414) 223-7722  
EmpheSys – Lora Harris (414) 223-7722  
Managed Health – Katha Stanley (414) 345-4620 x 305  
Maxicare – Marlene Martin (414) 271-6371  
Network-Community – Robert Parr (414) 443-6140  
PrimeCare – David Wierkiewicz (414) 443-4729  
Standard Plan (BCBSUW) – Sandy Reblin (920) 923-8343

Copies of the above-quoted memo were placed in all police officers' Police Department mailboxes on or about March 10. It should be noted that at the bottom of this memo in large letters was the handwritten notation "NO OT per Village Administrator". The contact numbers listed on the memo of March 10 were those of the eight health care providers available under the new State Health Plan.

By memo dated March 13, 1998 to Chief Rosenbauer, Union President Bloedel voiced the following concerns regarding the Health Fair and the due dates for applications for the new health insurance as follows:

...

I have received several notices and an enrollment form regarding the new health insurance plan being put into effect. The first item was a letter from Del Beaver indicating a "health fair" would be held on 3/24/98 and that applications must be received "no later than 3:30PM, March 31, 1998". On 3/13/98 I found a copy of a letter from the Dept of Employee Trust Funds along with an application form to select the coverage plan. On this document was a handwritten note indicating the application now had to be in "NLT Fri March 20, 1998." Since the Village still has not provided us with information on each plan and has scheduled a "health fair" for 3/24/98 I do not know how anyone can complete the application by 3/20/98. The application requires each

employee to select a plan and provide names of physicians and their provider number. Unless detailed information is provided to each association member prior to 3/20/98 it will be impossible to complete the application. Furthermore, I do not understand why a "health fair" is being held after the applications are due. I have been in the Wisconsin Public Employer's Group Health Plan when I worked in another municipality and each provider published pamphlets that indicated the various hospitals, clinics, and physicians participating in each plan. I would appreciate clarification on the apparent contradictory due dates for the application and the necessary information to complete the application. For those members who do not attend either of these meetings, I would request the Village obtain this information and make it available to each association member. Thankyou. (sic)

On March 17, 1998, Chief Rosenbauer responded to the above-quoted memo sent him by Bloedel, by writing a handwritten note on Bloedel's March 13th memo and sending it back to Officer Bloedel, as follows:

...

- 1) At the meeting held 3-16-98 the Administrator changed the due date for the return of ET-2343 to NOON on Thursday, March 26<sup>th</sup> 1998.
- 2) I will, as always, forward to department members any information that is given to me!
- 3) I know very little about this whole matter and will try to keep you and department members informed as best I can.

...

Also on March 13<sup>th</sup>, Bloedel wrote to Union Representative Bahr as follows:

...

As I anticipated the change (sic) over in insurance is becoming a real problem. Beaver is planning on a health fair as he calls it as the only way of getting us any information on the various plans, however they will not pay overtime for anyone not on duty to attend. I have sent you some of the various documents we have received recently as well as a response I sent to Chief Rosenbauer regarding my concerns. I called a couple weeks ago and you were out of town. I would appreciate a call ASAP on Monday as they have scheduled a meeting at 9:30AM and again are refusing to pay off (sic) duty officers to attend it. Thanks.

On or about March 13, 1998, the Chief took copies of pamphlets from some of the health insurance providers in the State Plan and placed them either in the Police Department's squad room or the garage bay which was serving as a temporary squad room during a transition in the Department. The Chief did not have pamphlets from all eight providers, but placed one copy of the pamphlets available in the Department and told some police officers that the pamphlets were in this area and available for them to peruse. Also at approximately this time, Village administration put out the health care providers' pamphlets in the copier/facsimile area of the Village offices, which is adjacent to the Police Department, in the same building. It was common knowledge that these pamphlets were available in the Village office, although Officer Bloedel did not see them there.

Neither the Chief of Police nor the Village Administrator issued any written notice to employees announcing the availability of health care provider pamphlets. There was a sign on the table where the Administrator had placed health care provider pamphlets that supplies were limited, and that employees should return the pamphlets to that area after they had used them. After Bloedel issued his memo March 13th to Chief Rosenbauer, the due date for the return of the application forms (ET-2343) was changed to March 26, 1998, and the Health Fair was scheduled to occur on March 24, 1998.

The Health Fair did indeed occur on March 24, 1998 between 3:30 p.m. and 5:30 p.m. It was held in the basement of the Village Hall where tables were put up for representatives of health care providers who were present to answer questions and give out pamphlets. Not all of the eight health care providers were represented at the Health Fair on March 24th. Village Administrator Beaver stated that he arranged for the Health Fair to occur on March 24, 1998, at 3:30 p.m. because both the Wastewater Treatment employees and the Public Works employees would be off work at that point during the day, and there was no time at which he could have scheduled the Health Fair so that all Village employees could attend soon after their work day ended. Beaver stated that he determined that employees who were still working as of 3:30 p.m. on March 24 should not suffer a deduction in their pay to attend the Health Fair, but that no employees should receive overtime to attend the Health Fair if they were not scheduled to work.

Before the Health Fair took place, Beaver and Chief Rosenbauer specifically discussed whether police officers who were not on duty on March 24 as of 3:30 p.m. should receive overtime payment for the time they spent attending the health fair. It was Chief Rosenbauer's view that off-duty police officers should be paid for their attendance at the Health Fair because the Health Fair had to do with wages, hours and working conditions at the Village. Beaver disagreed, and specifically told the Chief that attendance at the Health Fair was non-mandatory, not a work activity and that overtime would not be paid, as employees would not be required to attend the Fair.



It should be noted that no one took attendance or roll call at the Health Fair and that the grievants did not punch in on the Village time clock for their attendance at the Health Fair on March 24, 1998. The Village Administrator, Officers Kirkpatrick and Habel, the Village receptionist, as well as Dave Murphy and Brian Kober attended the Health Fair and received pay during their regular hours of work. The four Grievants each attended the Health Fair and Krueger, Laabs and Bloedel claimed two hours' overtime for the March 24<sup>th</sup> Health Fair and Fristad claimed two hours' overtime for the March 16<sup>th</sup> staff meeting and two hours' overtime for March 24<sup>th</sup>. The instant grievance was filed and denied by the Village. 1/

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***1/ The Union and Village made no arguments regarding Fristad's overtime request for March 16<sup>th</sup> and I find that issue is not before me.***

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The evidence is undisputed that employes of the Department who work beyond their regular eight hour work day or beyond a 40-hour week, are eligible for overtime pay, pursuant to Article VIII of the collective bargaining agreement. It is also clear that employes can receive overtime pay even if they do not punch in on the time clock for such activities as being subpoenaed for a deposition or for court; appearances ordered by the Chief; departmental meetings ordered by the Chief; and a Village activity known as "Action Jackson". So long as the officer puts in an overtime justification form and/or has drafted reports regarding his police work, even if he has not punched in to work, he will receive overtime pay for these activities. However, no overtime pay is granted to Union officers when they meet with individual employes regarding benefits and other matters. Nor is overtime pay granted to employes engaged in contract negotiations or who attend arbitration hearings.

It is also clear on this record that Chief Rosenbauer did not order any employes to attend the Health Fair. Nor did Rosenbauer ask any Department employes to work overtime on March 24<sup>th</sup> in order to attend the Health Fair. Finally, I note that Village Administrator Beaver is the overall supervisor of all department heads, including the Chief of Police, and that the Village Administrator can require employes to perform work, although the Chief of Police is their department head, under the contract. 2/

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***2/ The delivery of Village packets to Village Board members on a weekly basis has been ordered by the Village Administrator and although police work takes a priority over this delivery work, this work is considered mandatory by police officers and the Village. It is unclear from the record whether officers were paid overtime to deliver these Village packets.***

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## POSITIONS OF THE PARTIES

### Union

The Union noted initially that the Village Administrator sent a memo to all employees indicating that they should “plan to attend” the Health Fair. Some Village employees were in fact paid their regular wages to attend the Health Fair. In the Union’s view, the Grievants were obliged to become well informed regarding health care providers so that they could complete a health insurance application. In addition, not all that information regarding providers was available before the Health Fair. Thus, in the Union’s view, attendance at the Health Fair on March 24, 1998 was mandatory under the circumstances and had been directed by the employer, so that each Grievant should be paid at least two hours’ of overtime pay for having attended the Health Fair.

The Union pointed out that the contract does not define hours worked. Thus, a common sense understanding would dictate that the Grievants’ time spent at the Health Fair should be considered hours worked under the collective bargaining agreement. In this regard, the Union observed that employees were required to complete an application for health insurance, and that if the Grievants had not completed and turned in their applications on time, their insurance would have lapsed. In addition, the Union observed that all of the Grievants had put in all of their regularly-scheduled hours during the week of March 24, 1998, and that Administrator Beaver memo essentially ordered or required them to attend the Health Fair by use of the phrase “plan to attend”. Furthermore, the Police Chief stated at the hearing in this case that he believed that the Health Fair constituted a general staff meeting which would normally be compensated at as “hours worked”. In these circumstances, the Union urged that the grievance should be sustained.

In addition, the Union argued that the Fair Labor Standards Act supports its argument that the Health Fair should be considered working time and therefore paid on an overtime basis. Under the FLSA, only if all four of the following criteria are met, will time not be compensated as overtime/call-in: (1) attendance at a meeting is outside the employees’ regular working hours; (2) attendance is in fact voluntary; (3) the meeting is not directly related to the employee’s job; and (4) the employee has not performed any productive work during their attendance at the meeting. Given this standard, the Union noted that the Grievants’ attendance at the Health Fair was not voluntary and it directly affected their employment as the Grievants were led to believe that if they did not attend the Health Fair, their present working conditions or a continuation of their employment would be adversely affected. The Union noted that the Chief had ordered all employees to fill out form ET-2343 and that employees could have been disciplined if they had failed to do so. Furthermore, without the information available at the Health Fair, the Grievants could not reasonably be expected to complete their application forms, as not all health insurance provider information had been available at the Village Hall prior to the Health Fair.

In all of these circumstances, the Union urged that the Arbitrator find that the Grievants had been “called in to work” outside their regular shift hours and that they should be paid a minimum of two hours overtime pay for the time they spent at the Health Fair on March 24, 1998.

### **Village**

The Village argued that attendance at the Health Fair on March 24, 1998 did not constitute work because attendance was purely voluntary and not required or ordered by the Village. In this regard, the Village noted that the Grievants performed no required work while they were in attendance at the Health Fair; that no “department head” had required the Grievants to “work overtime”; and that, prior to March 24, 1998, Village employees including the Grievants had been put on notice that the Health Fair was purely voluntary and would not be considered “work” for purposes of overtime. In particular, the Village observed that Administrator Beaver’s March 10, 1998 memo, on its face, could not constitute an order to appear and participate at the Health Fair. In addition, the fact that Chief Rosenbauer placed a handwritten note on Beaver’s March 10 memo to the effect that no overtime would be allowed by the Village, made it clear that the Village would not pay employees overtime for attending the Health Fair.

The Village also argued that Union President Bloedel understood fully that employees would not be paid overtime for attendance at the Health Fair, as demonstrated by his memo dated March 13, 1998 to Union Representative Bahr and his memo of that same date to Police Chief Rosenbauer. Furthermore, the fact that Bloedel admitted that he punched out before the Health Fair occurred, that no roll call was taken, that he wore no uniform to the Health Fair, that he did no police work, and prepared no reports during the time that he was at the Fair, further support a conclusion that Bloedel knew full well that his attendance at the Fair was not mandatory and could not be considered “hours worked”.

Any analogy that the Union made to other forms of paid time, in the Village’s view, is not persuasive of the issues in this case. Thus, the fact that the Village pays officers for training, school, court time and other police work in the community does not require a conclusion that attendance at the Health Fair was in fact required or mandatory such that officers should have received overtime pay to attend it.

The Village argued that it was under no contractual obligation to hold a Health Fair and that the Union could have, but did not, bargain for employees to be paid overtime for their attendance at the Health Fair, during negotiations over the contract which resulted in a change in health insurance providers. In this regard, the Village urged that the Union should not be allowed to obtain a benefit through arbitration which it did not seek or gain in negotiations.

In regard to the requirements for coverage of time spent at meetings which could be considered work time for purposes of overtime payment, the employer argued that attendance at the Health Fair was completely voluntary, that the meeting was not directly related to the Grievants' police work; that the Grievants admittedly did not perform any police work while they were in attendance at the Fair; and that all of the Grievants were outside their regular work hours when they chose to attend the Fair on March 24, 1998. Thus, the Grievants should be found to have attended the Health Fair on their own time and the grievance should be denied and dismissed in its entirety.

### **DISCUSSION**

The central question in this case is whether the Grievants could have been led to believe that their attendance at the March 24, 1998 Health Fair constituted work required by the Village. In this regard, I note that Article VIII defines the work week as well as when overtime shall be paid and on what basis it shall be computed. I note that Article VIII, Section 8.02 states that all employees who "work in excess of their regular (sic) scheduled workday or work in excess of their regular workweek" shall receive time and one-half overtime pay. In addition, Section 8.03 is entitled "Overtime Work Required" and states specifically that only the "department head" can "require employees to work overtime". In addition, Section 8.05 states that "employees called in to work on other than a regularly scheduled time" shall receive two hours of call pay at time and one-half. Finally, Sections 8.06 and 8.07 detail that overtime can be earned as a result of attending in-service training, required school sessions, range time or reporting for court duty – all items that might not normally be considered overtime work. Conspicuously lacking from the contract is any reference to requirements for holding health fairs, attending health fairs, or giving employees health care provider information.

In this context, and given the fact that the parties submitted no evidence regarding bargaining history surrounding the change to the State Plan for the 1998-2000 collective bargaining agreement, the question arises whether the facts support a conclusion that the Village was obligated to pay the Grievants overtime pay for attending the Health Fair. The Union has pointed to Village Administrator Beaver's memo dated March 10 in which he stated "It is important for you to attend (the Health Fair) in order for you to discuss the various health care provider options", as a basis for the Grievants' belief that they had been ordered to attend the Health Fair on March 24, 1998. In my opinion, the language of the March 10 Beaver memo fails to rise to the level of a command or order.

In addition, I note that if the Grievants had had any doubt as to whether Beaver's statements in his March 10 memo rose to the level of an order, that doubt was dispelled by the handwritten notation placed on that memo by the Police Chief, clearly indicating that no overtime would be granted for attendance at the Health Fair. Yet the Grievants put in for overtime despite these facts. Indeed, it is clear that Union President Bloedel was fully aware that attendance at the

Health Fair was not mandatory and that overtime would not be granted for attendance outside of regular work hours, by admissions contained in his memos to Union representative Bahr and to Chief Bloedel each dated March 13. Thus, I disagree with the Union's analysis that employees were ordered to submit form ET-2343. In this regard, I note that an employee may elect to be covered by Village health insurance or elect to remain uncovered. Thus, the fact that forms ET-2343 were due by a date certain did not constitute an order to produce them by that date. Rather, the listed due date constituted a notification to employees that unless they submitted forms in a timely fashion their coverage would lapse.

The fact that the Village paid some employees to attend the Health Fair during their regular work hours does not require a conclusion that the Grievants in this case should be paid overtime for their attendance. It is clear on this record that if employees needed further information from health care providers, they were given the providers' telephone numbers in Administrator Beaver's March 10 memo. Employees were also given the opportunity to study health care provider pamphlets at work without any reduction in pay. The Union offered no evidence to show that employees called providers on work time, used Village telephones to make long-distance calls to these providers, or indeed that employees were paid overtime for their time studying pamphlets and/or calling health care providers listed in Beaver's March 10 memo if they called during non-work time.

The Union has argued that without attendance at the Health Fair the Grievants could not reasonably be expected to complete form ET-2343. The facts demonstrated that the Union voluntarily agreed to changes in the Health Insurance article for 1998-2000. Therefore, it was incumbent upon employees to do what was required to maintain their health benefits, even if not all the health providers attended the Health Fair and their information was not available to employees.

In all of these circumstances, I find that the Health Fair did not constitute "work" under Article VIII and that the Chief (the Grievants' department head) never required the Grievants to "work overtime" under Section 8.03. The Grievants were not "called in" to work under Section 8.05 and attendance at the Health Fair is not an item listed in or arguably covered by Articles 8.06 or 8.07 as one which would be paid at overtime. In my opinion, the attendance at the Health Fair was in fact voluntary. 3/ I find that the facts of this case fail to demonstrate that the Village was required by the contract, the circumstances of this case, bargaining history or past practice to pay employees overtime pay for their attendance at the Health Fair.

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***3/ In this regard, I note that no one took attendance or roll call at the Health Fair, that employees who were there on their own time did not wear uniforms and that the Chief never issued an order to attend the Health Fair. Union President Bloedel also admitted that he did not perform any police work while at the Health Fair, that he made no reports, and that he did not log any data during this time.***

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Based upon the relevant evidence and argument in this case, I issue the following

**AWARD**

The Village of Jackson did not violate Article VIII of the parties' collective bargaining agreement by refusing to compensate the Grievants for time spent at the health insurance meeting. The grievance is therefore denied and dismissed in its entirety.

Dated at Oshkosh, Wisconsin this 23rd day of December, 1998.

Sharon A. Gallagher /s/

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Sharon A. Gallagher, Arbitrator

