

BEFORE THE ARBITRATOR

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In the Matter of the Arbitration of a Dispute Between

**GREEN BAY BOARD OF EDUCATION EMPLOYEES UNION,  
LOCAL 3055, AFSCME, AFL-CIO,  
and affiliated with  
WISCONSIN COUNCIL OF COUNTY AND MUNICIPAL EMPLOYEES**

and

**BOARD OF EDUCATION,  
GREEN BAY AREA PUBLIC SCHOOL DISTRICT**

Case 202  
No. 56722  
MA-10395

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Appearances:

**Mr. Robert Baxter**, Staff Representative, Wisconsin Council 40, AFSCME, AFL-CIO, 2065 East Baraboo Circle, DePere, Wisconsin 54115, appearing on behalf of Green Bay Board of Education Employees, Local 3055, AFSCME, AFL-CIO, and affiliated with Wisconsin Council of County and Municipal Employees, which is referred to below as the Union.

**Mr. Jack D. Walker**, Melli, Walker, Pease & Ruhly, S.C., Attorneys at Law, Suite 900, Ten East Doty, P.O. Box 1664, Madison, Wisconsin 53701-1664, appearing on behalf of Board of Education, Green Bay Area Public School District, which is referred to below as the Employer.

**ARBITRATION AWARD**

The Union and the Employer are parties to a collective bargaining agreement which was in effect at all times relevant to this proceeding and which provides for the final and binding arbitration of certain disputes. The Union requested, and the Employer agreed, that the Wisconsin Employment Relations Commission appoint an Arbitrator to resolve a grievance filed on behalf of Lane Hurley. The Commission appointed Richard B. McLaughlin, a member of its staff. Hearing on the matter was set for March 10, 1999, in Green Bay, Wisconsin. Before the hearing was called to order, the parties reached a tentative agreement on an informal resolution of the grievance. The parties provided me a copy of a draft of their settlement agreement on April 5, 1999. After reviewing that document, I provided the parties with a draft Consent Award. By April 29, 1999, the parties agreed that the terms of the Consent Award were mutually acceptable and resolved the grievance.

I have been informed of the basis for the grievance and the interest of the parties, including the unit employees, and I have concluded the following order reasonably effectuates the parties' contract:

**CONSENT AWARD**

1. The position of Maintenance Mechanic-Steelwork, Masonry and Mechanical will be awarded to Lane Hurley effective March 15, 1999. (This decision is not a precedent with regard to testing under the parties' current testing memorandum, or thereafter.)
2. This order resolves all issues arising out of Grievance 98-4, and, therefore, no employee will have a right to arbitrate a grievance arising from the moves (see Appendix A, attached).
3. The deadline to bid for the Custodian 2 floater, which is currently open, is extended to the end of the day, March 18<sup>th</sup>, 1999 for employees affected by the moves.
4. The arbitrator shall maintain jurisdiction in this matter until all issues are resolved.

Dated at Madison, Wisconsin, this 30th day of April, 1999.

Richard B. McLaughlin /s/  
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Richard B. McLaughlin, Arbitrator

**APPENDIX A**  
**GREEN BAY AREA PUBLIC SCHOOL DISTRICT**  
**GREEN BAY, WISCONSIN**

Paul Kox	Return to new Custodian 5 at Nicolet
Peter King	Return to Custodian 3 Night Shift at East from Custodian 5 at Nicolet
Shelley Ives	Return to Custodian 2 Late Shift at East from Custodian 3 Night Shift at East
Bill DeBroux	Return to Custodian 2 Night Shift at Aldo Leopold/Substitute from Custodian 2 Late Shift at East
Jim Becker	Return to Custodian 2 Night Shift at West from Custodian 2 Night Shift at Aldo Leopold/Substitute
Open Position	Custodian 2 Night Shift at West