

BEFORE THE ARBITRATOR

---

In the Matter of the Arbitration of a Dispute Between

**NON-SWORN PERSONNEL OF THE  
SHERIFF'S DEPARTMENT, WISCONSIN PROFESSIONAL  
POLICE ASSOCIATION/LAW ENFORCEMENT EMPLOYEE  
RELATIONS DIVISION**

and

**COLUMBIA COUNTY**

Case 196  
No. 57331  
MA-10596

*(Grievance of Ann M. Fischer and Warren Wruck)*

---

Appearances:

**Mr. David White**, Staff Representative, Wisconsin Council 40, AFSCME, AFL-CIO, on behalf of the Union.

**Mr. David A. McLean**, Personnel Director, on behalf of the County.

**ARBITRATION AWARD**

The above-captioned parties, herein "Union" and "County", are signatories to a collective bargaining agreement providing for final and binding arbitration. Pursuant thereto, hearing was held in Portage, Wisconsin, on June 8, 1999. The hearing was not transcribed and the Union there presented oral argument in lieu of filing a brief. The County filed a brief that was received by June 24, 1999. Based upon the entire record and the arguments of the parties, I issue the following Award.

**ISSUE**

Since the parties were unable to jointly agree on the issue, I have framed it as follows:

Did the County violate the contract when it failed to pay a 25 cent an hour differential to grievants Ann M. Fischer and Warren Wruck and, if so, what is the appropriate remedy?

### DISCUSSION

Grievants Fischer and Wruck are certified as Jailers and Dispatchers. In 1997, they worked a floating shift which enabled the Sheriff to schedule them on open shifts whenever they occurred. Hence, they had no fixed schedule. Throughout that time, they received a 25 cent differential for all hours worked pursuant to Appendix A of the contract which provides: "Anyone designated as relief Jailer/Dispatcher will receive an additional 25 cents per hour effective January 1, 1997." This provision was first made part of the contract in 1997.

Grievants Fischer and Wruck in January, 1998, chose not to bid for their prior swing shifts and to, instead, bid for fixed shifts which they subsequently received. Once they started working those fixed shifts, the County stopped paying them the 25 cent an hour differential they previously received even though both Fischer and Wruck are sometimes required to use their dual certifications as a Jailer and Dispatcher to fill in for other employes on their fixed shifts.

The Union asserts that they are still entitled to the 25 cent an hour differential because Appendix A states that "Anyone designated as relief Jailer/Dispatcher. . . is entitled to such payment whenever they fill in for others", which is what Fischer and Wruck have continued to do on their fixed shifts.

The problem with this claim, as correctly pointed out by the County, is that the parties in prior contract negotiations never agreed to the Union's interpretation and that the "Grievants are attempting to obtain through the grievance process additional compensation they were not able to obtain at the bargaining table".

Dispatcher Randall Fischer, who is the Union president, thus acknowledged that he did not recall whether the Union in contract negotiations ever told the County that the 25 cents an hour would be paid to employes with a dual certification on fixed shifts.

Sheriff Steven Rowe testified without contradiction that "the 25 cents was for having your life disrupted", i.e., for being assigned to any open shifts irrespective of when they occurred. He added that the word "relief" in Appendix A refers to "someone who is not assigned to a normal shift" and who can be moved around "at the whim of the Sheriff."

Chief Deputy Michael E. Babcock testified that the Sheriff in negotiations never agreed to pay the 25 cents an hour for merely having a dual qualification and that: "I don't remember it being brought to the bargaining table."

County Supervisor Debra Wopat, who also sat in on those contract negotiations, corroborated Rowe and Babcock's testimony by testifying that the 25 cents an hour only came up for employees who did not have a fixed shift. She added that the Union sought the 25 cents for employees "being moved around", which is why the word "relief" in Appendix A only refers to employees who do not have any fixed shifts.

Given all this testimony, I find that: (1), the Union in those negotiations never proposed the 25 cents an hour differential for employees on fixed shifts and (2), the County then never agreed to such payment.

Accordingly, and because it is clear that the 25 cents an hour differential is only to be paid to those employees who hold a dual classification and who are on a rotating shift, it is my

**AWARD**

That the County did not violate the contract when it failed to pay a 25 cent an hour differential to grievants Ann M. Fischer and Warren Wruck. Their grievance is therefore denied.

Dated at Madison, Wisconsin this 13th day of July, 1999.

Amedeo Greco /s/

Amedeo Greco, Arbitrator

AAG/gjc  
5899