

BEFORE THE ARBITRATOR

In the Matter of the Arbitration of a Dispute Between

**MARSHFIELD CITY EMPLOYEES
LOCAL LOCAL 929, AFL-CIO**

and

CITY OF MARSHFIELD

Case 134
No. 57542
MA-10671

(Jeffrey J. Becker Grievance)

Appearances:

Mr. Jeffrey J. Wickland, Staff Representative, Wisconsin Council 40, AFSCME, AFL-CIO, on behalf of the Union.

Ruder, Ware & Michler, S.C., by **Mr. Dean R. Dietrich**, on behalf of the City.

ARBITRATION AWARD

The above-captioned parties, herein "Union" and "City", are signatories to a collective bargaining agreement providing for final and binding arbitration. Pursuant thereto, hearing was held in Marshfield, Wisconsin, on July 20, 1999. The hearing was not transcribed and the parties there waived the filing of post-hearing briefs.

Based upon the entire record and the arguments of the parties, I issue the following

ISSUE

What disposition should be made of grievant Jeffrey J. Becker's grievance which claimed that the City violated Article 3 of the contract when it

failed to award him the posted Equipment Operator III – Zookeeper position at the City’s Wildwood Zoo and when it, instead, awarded that position to an outside applicant.

DISCUSSION

The following constitutes the terms of my arbitration award:

The City and the Union both acknowledge that the Union has the right to negotiate over the pay rate for the Zookeeper position.

The City will not pursue the removal of the Zookeeper position from the bargaining unit as a professional employee and for a period of at least two (2) years will not pursue the exclusion of this position from the bargaining unit on any other basis.

The grievant, Jeff Becker, shall have the right to request reimbursement for educational expenses and such request for educational reimbursement shall be governed by the following language:

1. An employee with at least one (1) year of service shall receive reimbursement for the cost of books and tuition for continuing education courses. The employee may take only job-related courses and decisions on job relatedness shall not be subject to the Grievance Procedure. All courses must be taken on the employee’s own personal time unless otherwise agreed to by management. The courses for study shall require advance approval from the City to be eligible for reimbursement. The City may deny the course due to budgetary restraints.
2. An employee shall be reimbursed for tuition and books upon proof of successful completion of the course. Successful completion is defined as a “C” grade or better.
3. If an employee terminates employment within twenty-four (24) months of received education benefits, he/she shall repay the City a prorated amount that the City paid toward tuition and books on their behalf.

In the event of the absence of the Zookeeper (such as for vacation, sick leave, holidays, weekend rotation), the City agrees to assign the substitute work for the Zookeeper position to the most senior employee of the Parks and Recreation Department before assigning that work to other employees of the Department. The employee assigned to perform the Zookeeper work in the absence of the Zookeeper shall receive the Zookeeper pay rate when performing such work.

In the event the City determines a need to assign a full-time Park and Recreation Department employee to assist the Zookeeper, the City will assign the work to the most senior Department employee provided the assignment is known in advance and can be planned for by the Department and the assignment does not unreasonably interfere with the operations of the Park and Recreation Department. If the need for assistance arises after the start of the employee work shift, the City agrees to consider the assignment of the most senior Department employee to assist the Zookeeper provided the assignment does not unreasonably interfere with the operations of the Park and Recreation Department. If a Department employee is assigned to assist the Zookeeper in the performance of duties, the employee will receive his/her regular rate of pay when performing such assigned duties.

The weekend zookeeper duties shall be assigned to and rotated equally among the full-time Park and Recreation Department employees.

In the event the City changes the wording of a job description for any position in the bargaining unit, the City agrees to provide a copy of the revised job description to the Union President and agrees to negotiate with the Union over the changes in job description to the extent required by law.

This arbitration award shall be nonprecedential and, except to the extent that the award itself may have been violated, neither the City nor the Union may cite or use this award in any subsequent proceeding or dispute between the parties.

Dated at Madison, Wisconsin this 3rd day of August, 1999.

Amedeo Greco /s/

Amedeo Greco, Arbitrator

AAG/gjc
5912

