

BEFORE THE ARBITRATOR

In the Matter of the Arbitration of a Dispute Between
**LINCOLN COUNTY COURTHOUSE EMPLOYEES UNION,
LOCAL 332-A, AFSCME, AFL-CIO**

and

LINCOLN COUNTY

Case 190
No. 58088
MA-10839

Appearances:

Mr. Phil Salamone, Staff Representative, Wisconsin Council 40, AFSCME, AFL-CIO, 7111 Wall Street, Schofield, Wisconsin 54476, appearing on behalf of the Union.

Mr. John Mulder, Administrative Coordinator, Lincoln County, 1104 East First Street, Merrill, Wisconsin 54452, appearing on behalf of the County.

ARBITRATION AWARD

The Lincoln County Courthouse Employees Union, Local 332-A, AFSCME, AFL-CIO, hereinafter the Union, with the concurrence of Lincoln County, hereinafter the County, requested the Wisconsin Employment Relations Commission to appoint a member of its staff to serve as Arbitrator to hear and decide the instant dispute in accordance with the grievance and arbitration procedures contained in the parties' collective bargaining agreement, hereinafter the Agreement. The undersigned, Stephen G. Bohrer, was so designated and on December 2, 1999, a hearing was held in Merrill, Wisconsin. The hearing was not transcribed. On February 29, 2000, and upon receipt of the last of the parties' written briefs, the record was closed.

ISSUE

The parties stipulated to the following issue:

Did the County violate the collective bargaining agreement by refusing to pay Grievant the Administrative Secretary pay rate; and if so, what is the appropriate remedy?

CONTRACT PROVISIONS

The following provisions of the parties' Agreement are cited, in relevant part:

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 The County possesses the sole right to operate County Government and all management rights repose in it, subject only to the provisions of this Agreement and applicable law. These rights include, but are not limited to the following:

A. To direct all operations of the County;

. . .

J. To manage and direct the working force, to make assignments of jobs, to determine the size and composition of the work force, and to determine the work to be performed by employees;

. . .

L. To determine the methods, means, and personnel by which operations are to be conducted.

Any reasonable exercise or application of the above-mentioned management rights which are mandatorily bargainable shall be appealable through the grievance and arbitration procedure; however, the pendency of any grievance or arbitration shall not restrict the right of the County to continue to exercise these management rights until the issue is resolved.

. . .

ARTICLE 5 – GRIEVANCE PROCEDURE

. . .

5.01 Definition and Procedure: A grievance is a dispute between the Employer and Union, an employee, or a group of employees concerning the interpretation or application of the provisions of this Collective Bargaining Agreement between the County and the Union.

. . .

5.02 Arbitration:

. . .

6. Decision of the Arbitrator: The decision of the arbitrator shall be limited to the subject matter of the grievance and shall be restricted solely to the interpretation of the contract in the area where the alleged breach occurred. The arbitrator shall not modify, add to, or delete from the terms of the Agreement.

. . .

ARTICLE 12 – RECLASSIFICATION

12.01 An employee seeking a reclassification shall present such request in writing to the department head. The department head shall notify the employee in writing of his/her recommendation within ten (10) working days. This recommendation shall be forwarded to the Personnel Committee for consideration at the next regularly scheduled meeting.

A union employee who is reclassified shall be paid at the pay rate in the new pay grade to which the position is reclassified consistent with the employee's length of service with the County. The effective date of the reclassification shall be the first day of the first pay period following approval.

. . .

BACKGROUND

The Grievant was hired by the County as a Clerical Assistant in the Zoning Department on December 2, 1996. Some of the County's other departments include the higher paying classification of Administrative Secretary. At no relevant time has the Zoning Department included the classification of Administrative Secretary. Grievant seeks, through the instant

grievance, to be reclassified from a Clerical Assistant with wages of \$8.85 per hour to an Administrative Secretary with wages of \$9.69 per hour, based upon her added job responsibilities within the Zoning Department.

Attached are the job descriptions at all relevant times of the Clerical Assistant and the Administrative Secretary. Also attached is a list, created by Grievant, of duties that Grievant is currently performing. The record is not clear whether this list has changed since the filing of the instant grievance, but the presumption is that it has not.

On June 30, 1997, Dan Miller, hereinafter Miller, was hired as the new Zoning Administrator in the Zoning Department. Soon after Miller started, he changed the way certain jobs were done in the Department, including Grievant's position. Those changes are discussed further below.

On September 22, 1997, Miller wrote the following letter to County Administrative Coordinator John Mulder, hereinafter Mulder:

Dear John,

Pursuant to our conversation held last week in your office, I am writing to you concerning the position of Clerical Assistant currently held by Amy Kohnhorst. When I began work on June 30, 1997 I asked Amy and Kathy to provide me with a list of job duties (job description) and I also wanted to know what activities comprised their normal work day.

Upon reviewing the job descriptions and the "list of daily duties" I discussed the matter with Amy and Kathy. I wanted to make sure that I understood the normal functions of their positions and I feel that we are currently comfortable with every one's role and what is expected of them.

I am impressed with Amy's performance of her job. With the shake up in the department she was asked to take on an inordinate amount of responsibility. What impresses me in particular is her ability to work independently, primarily in the areas of public contact. She writes letters to applicants in an attempt to reconcile discrepancies with permit applications, provides information to the public at the counter and over the phone and possesses a thorough knowledge of the ordinances we enforce. This brings me to the purpose of our initial conversation and for this letter.

I think that there is some disparity between the requirements of the Clerical Assistant position and those actually performed by the Clerical Assistant. As such I would like for you to consider one of three things regarding this position;

reclassify the job as an Administrative Secretarial position (similar to the two in extension office), rewrite the duties of the position and call it a Zoning Secretary position or change the grade classification of the Zoning Clerical Assistant position.

She does a fine job, works independently allowing Kathy and I to concentrate on other pressing issues, and deserves recognition of her efforts.

Thank you for taking the time to consider this request and I hope that you will forward a recommendation for approval to the Personnel Committee.

Please call me at your convenience if you would like to discuss this matter further.

. . .

On October 22, 1997, Grievant filed a grievance stating that she was performing duties and assuming responsibilities of a higher paid classification and not being compensated for it. That grievance was advanced, pursuant to Article 12 of the Agreement, but was denied by the County's Personnel Committee. There is nothing in the record indicating the reason why the Personnel Committee denied this grievance. Grievant's supervisor, Miller, then suggested to Grievant that it was not in her best interests to pursue the matter to arbitration and that she should wait until a later time to make another request. The grievance was later dropped and was not pursued to arbitration.

On October 27, 1998, Grievant wrote the following memorandum to Miller:

I feel that the time has come for me to request a job reclassification. On December 2, 1998, I will be at my job for two years. In that time I feel that I have more than proven my qualifications and abilities. Additional responsibilities have been given to me, therefore my job deserves to be reclassified.

My job should be reclassified to an Administrative Secretary/Fiscal Clerk. The job requirements have become more than the description of a Clerical Assistant. I have enclosed a list of duties that are not a part of my job.

Please consider my request. I would appreciate a reply at your earliest convenience.

On October 27, 1998, Miller wrote the following memorandum to Grievant:

In consideration of this reclassification request, I evaluated the responsibilities assigned to the position as detailed in the job description as well as the duties performed now by the person holding the position. Specifically I tried to determine if any additional responsibilities have been assumed by the position. It is clear that additional duties and responsibilities are being performed. As such I recommend approval of the reclassification request.

Sometime shortly after October 27, 1998, Grievant appeared and presented her request for a reclassification to the Personnel Committee. The Personnel Committee denied Grievant's request. Although the process of this request was similar to a grievance procedure, the matter was never grieved. There is nothing in the record indicating the reason why the Personnel Committee denied this request.

Sometime during or shortly after Grievant's 1998 request for a reclassification, Grievant consulted with Deborah A. Rauchel, hereinafter Rauchel. Rauchel had held Grievant's Clerical Assistant position immediately prior to Grievant taking the position. Rauchel assisted Grievant in obtaining information regarding other counties' zoning departments' wage rates and job descriptions for secretarial positions and which were comparable to Grievant's position.

On May 12, 1999, Grievant wrote the following memorandum to Miller and requested a reclassification:

I am requesting a job reclassification. With the busy season upon us, it is now more evident that my job deserves to be reclassified. My job includes clerical duties, but the position is self-directed while performing program related duties with considerable amount of independent decision making. There is also approximately one-third of the time that I am the only staff in the office.

There have been recent problems going on in the office. I do not feel that this should influence your decision to support my reclassification. As you know I have continued to do my job and to help support the staff to best of my abilities.

During the past several months, I have conducted a wage study of the zoning and planning agencies in the counties in Wisconsin. The information has been reviewed and the counties that were most comparable according to population size and work related duties are attached. Complete job and wage information

can be provided if needed. The wage study shows the wide variety of duties performed by the secretarial staff. It also shows the difference in the wages that are paid for secretarial staff performing similar job duties. All of the counties that were surveyed are earning higher wages than the Clerical Assistant in Lincoln County although the job duties are similar. I am not requesting an increase to match any of these other counties only to be reclassified to an Administrative Secretary/Fiscal Clerk.

As evidence supported by the attached documents, the past and present Zoning Administrators have both supported this position being reclassified to Administrative Secretary/Fiscal Clerk. Andrew MacMorran supported the reclass before the job changed and became more involved and self-dependent.

Please consider all of the facts for the reclass. I know that the position should be reclassified and hope that you also support the reclass.

On May 21, 1999, Miller wrote the following letter to Mulder in support of Grievant's renewed request for a reclassification:

Dear John:

I have received a request for reclassification from Amy Kohnhorst, our current clerical assistant. Her request is to be reclassified from a Clerical Assistant to Administrative Secretary or Fiscal Clerk. In addition to this request she supplied comparisons from other counties of near equal size, in terms of population, as well as salary information. It is clear that our compensation schedule is low in comparison to those that she has submitted for similar duties.

John, I know that the Personnel Committee has heard this issue twice before, and no doubt will be sick of it soon if not already, but the fact remains that the work Amy is performing is not typical of the duties described for a Clerical Assistant. Things are somewhat unique in the Zoning Department in that we do have a Program Assistant and Amy's position that kind of blend some of the duties described in the positions in other counties. My assessment of the job Amy is doing however leads me to believe that she should be "something other" than a Clerical Assistant (which is confined to primarily prescribed, closely supervised tasks only). She has to deal with the public on a regular basis and those contacts do involve the exercise of independent thinking and working independently in both explaining the ordinance parameters to the public and corresponding to permit requests.

The functions outlined in the job description for Administrative Secretary do correspond very closely with the duties she is currently performing. Please John, give this matter some thought. Some alternatives to a reclassification such as, changing the grade of the Zoning Clerical Assistant, or creating another classification for this position are probably more upsetting to the “scheme of things” than the result of this reclassification request.

Once again, I support this request and hope that you will too.

On June 15, 1999, Grievant filed a grievance seeking reclassification. The grievance proceeded pursuant to Article 12 of the Agreement and went before the Personnel Committee. The Grievant presented her research and information regarding other counties’ wages for comparable positions. The Personnel Committee denied Grievant’s request and the matter was advanced to arbitration. There is nothing in the record indicating the reason why the Personnel Committee denied this request.

At the hearing, the Union presented testimony by the Grievant, by Zoning Administrator Miller, by former Zoning Program Assistant Cathryn Haas and by former Zoning Clerical Assistant Deborah A. Rauchel. The County did not respond with any witnesses.

Additional background information is set forth in the parties’ positions and in the below discussion of this decision.

POSITIONS OF THE PARTIES

Union

When Miller assumed the position of County Zoning Administrator in 1997, he instituted a series of substantial changes in the operation of the Department, which included adding a significant number of duties and responsibilities to the Grievant’s position. The Grievant’s position thus became exceedingly different from the position under which she was initially hired. After Miller evaluated the situation, he concluded that Grievant’s work as a “Clerical Assistant” more closely matched the duties and responsibilities of the Administrative Secretary classification and that the latter classification received higher pay. While there are similarities between the two positions, the latter “differs from that of the Clerical Assistant primarily in [its being responsible for] relieving a supervisor of administrative details, including responding independently to routine correspondence.” (See County’s job description for Administrative Secretary).

The grievance is unique in that it has formal support of Grievant's supervisor, Miller, who works closely with Grievant. He is in a position to recognize first hand the inequity which gave rise to the grievance. Further, any wage adjustment that might result from this grievance would come directly from his Department's budget.

Grievant's position has now become wholly consistent with the Administrative Secretary classification. As both Grievant and Miller testified, Grievant's position now regularly requires her to relieve Miller of administrative details and commonly includes responding independently to routine correspondence. According to the Administrative Secretary job description, these are the primary distinguishing characteristics to that of the position of Clerical Assistant.

The Union could have challenged the assignment of Clerical Assistant duties to Grievant as being inappropriate because they fall outside of the scope of her classification. Perhaps the Union could have also grieved that the County effectively created a new position which should have been posted in accordance with Article 11. The Union decided, rather, that it would be more practical for the Grievant to work within the channels of management to secure compensation for the newly transformed position.

This grievance challenge is contractually sound. Wages of all positions within the Agreement are negotiated so that they relate to the duties and responsibilities of the specific positions to which they apply. A wage schedule is included within the Agreement as an appendix and it identifies various classifications and levels of compensation. This schedule was negotiated with the expectation that persons filling those positions would be compensated accordingly. For example, a Correction Officer with 48 months of service would receive \$12.47 per hour in 1999. Even without a job description, it is universally understood that correction officers have specific duties and responsibilities. A Nutrition Site Manager is another position whose wages range from \$6.33 to \$8.26 per hour in 1999 with differing duties and responsibilities. The Nutrition Site Manager should not be assigned the duties of a Correction Officer; however, if this occurred on a regular basis, that person should be compensated accordingly. It would be fundamentally inequitable and contractually inappropriate for such an individual to be paid at the lower wage rate. Otherwise, an employer could hire all employees at a lower wage rate position and assign the higher paid duties. This would be fundamentally inequitable, absurd, and render the wage schedule meaningless.

Interpretations of contract language which would lead to absurd outcomes have often been repudiated by arbitrators. For example, when one interpretation of an ambiguous contract will lead to harsh, absurd, or nonsensical results, while an alternative interpretation, equally consistent, would lead to just and reasonable results, the latter interpretation would be used. INSPIRATION CONSOLIDATED COPPER CO., 50 LA 58, 62 (BLOCK, 1968). Likewise, in all construction proceedings the search is one for the intent of the parties; one must look at the

language in light of experience and choose that course which does the least violence to the judgment of a reasonable man. CLIFTON PAPER BOARD CO., INC., 11 LA 1019, 1020 (STEIN, 1949).

This is essentially what the undersigned Arbitrator is faced with in the instant dispute. The essential question is whether or not a pay rate should be consistent with the scope of employment for a position. The Union believes that it should. Elkouri states that while management often has wide authority to assign duties and tasks to employees, the union in turn may challenge the fairness of the rate paid for the job after its change; moreover, employees temporarily performing work that is rated higher than their regular work may be entitled to the higher rate for performing the higher rated work. Other arbitral case opinions support this principle. AMANA REFRIGERATION, INC., 89 LA 571 (BOWERS, 1987); BRASS PRODUCTS CO., 85 LA 465, 468 (LIPSON, 1985); MINNESOTA MINING & MANUFACTURING CO., 80 LA 1078 (MILLER, 1983).

In this case, there is no dispute that there have been substantial changes in Grievant's duties and responsibilities. These alterations have transformed her position to that of an Administrative Secretary. Therefore, the grievance should be sustained.

County

There is no violation of the collective bargaining agreement. Grievant applied for, was appointed to, and began employment as a Clerical Assistant. She was notified of the wages, benefits, and conditions of employment relative to a Clerical Assistant prior to her taking the position and she accepted those items when she began her employment. The County continues to live by the agreement with Grievant when she accepted her employment. On its very face, this grievance should be denied. Grievant testified that her current job title and rate of pay is that of a Clerical Assistant. The County is following its negotiated agreement with the Union by paying her the agreed upon wage rate for Clerical Assistant.

Under Article 2 - Management Rights, the County has the sole right "to manage and direct the working force, to make assignments of jobs, to determine the size and composition of the work force, and to determine the work to be performed by employees." In this case, the County has determined the size and composition of the work force, has made job assignments within the Zoning Department, and has created a Clerical Assistant position. Since filling that position, the Personnel Committee, on three separate occasions, has reviewed the Clerical Assistant position and determined that it did not warrant a change.

Article 12 - Reclassification requires that a reclassification be approved. If it is not approved, then there is no reclassification. Grievant can only receive an Administrative Secretary rate of pay if the County approves the reclass, per Article 12, or if she posts into the position, per Article 11 - Job Postings, Transfers, and Promotions. The Union should not be

allowed to dictate through the grievance arbitration procedure how many of each type of positions the County has in each department. Until such time that the County either grants a reclass to Grievant or she posts into an Administrative Secretary position, the County is paying the Grievant consistent with the wage schedule.

Because the granting of a request for reclassification changes the wages and conditions of employment, it is a mandatory subject of bargaining. If the County were to reclassify a position downward, the Union would cry foul and demand that the County bargain over it. There is no contract language that requires the County to grant a reclassification request. If Grievant and the Union can grieve her wage rate as a right, then what would be the point of reclassification language? The fact that there is a reclassification procedure in the Agreement should bar Grievant and the Union from making a Clerical Assistant wage rate change through the grievance process. The issue of reclassification should be seen as permissive and not a right under the contract.

Failing to receive a reclassification, Grievant could have grieved the work, and if the County felt that there was merit, then the County could have reassigned the work. If the Union believes that these job assignments are unreasonable, and this Arbitrator agrees, then the County could change the job assignments. Arguably, the County could do that now and Grievant's claim for higher wages would disappear.

With three requests for a reclassification and two grievances being processed and denied, it is obvious that the County disagrees with Grievant and the Union as to the merits for this request. But that disagreement as to the merits should be characterized as a disagreement of an interest and not a right under the contract. The real issue is not about a job title, but about the wage rate for the position. What is the most reasonable or the most appropriate rate of pay? As a basis for her request, Grievant provided the County with comparable wage information from other counties. This kind of an argument does not belong in a grievance arbitration for a reclass, but in bargaining negotiations and in front of an interest arbitrator. The grievance should be denied and the Union should be instructed to bring up the reclass request at the bargaining table.

Furthermore, Grievant is doing the work of a Clerical Assistant, which is consistent with that position's job description. The Clerical Assistant job description is general in nature and not all of the listed duties are applicable to specific departments. Nor are all of the duties that an individual Clerical Assistant performs specifically listed in the Clerical Assistant job description. However, and after reviewing the description list that Grievant created of her duties and reviewing the Clerical Assistant job description, the end result shows that much of what Grievant does perform is consistent with the duties of a Clerical Assistant. For example, the Clerical Assistant Job Description states that the Clerical Assistant position:

- Types letters, memos, reports, forms, hearing notices, petitions and client case reports from copy or dictaphone. Compare Grievant's list, No. 5.
- Sets up and assembles folders for all new cases, clients, complaints, etc. Compare Grievant's list, No. 11.
- Files correspondence, memoranda, reports vital statistics and forms alphabetically, numerically or according to other predetermined classifications. Compare Grievant's list, Nos. 6, 7, 8, 9, 10, 14, and 15. All of these duties are a matter of filing and keeping records in prescribed ways.
- Works at counter and provides information and assistance to public. Compare Grievant's list, Nos. 2, 12, and 18.
- Checks documents for accuracy and completeness before processing. Compare Grievant's list No. 4.
- Answers telephone, takes messages, greets visitors, gives out information, and refers callers as required. Compare Grievant's list, Nos. 1 and 12.
- Collects, receipts and deposits fees for department services. Compare Grievant's list, No. 3.
- Duplicates and collates various materials. Compare Grievant's list, No. 13.
- Maintains a wide variety of fiscal and clerical records and prepares reports as necessary. Compare Grievant's list, Nos. 6, 7, 8, 9, 10, 14 and 15. All of these duties are a matter of filing and keeping records in prescribed ways.

Reviewing Grievant's list, the duties show that a large number of tasks, i.e., Nos. 6, 7, 8, 9, 10, 14 and 15, are related to filing information and keeping records according to predetermined classifications and maintaining records. These are things specifically listed in the Clerical Assistant job description. The fact that some of those records were not kept before does not warrant a reclassification.

The measure of independent work is a relative one, which should be compared from one position to another. The level of independence varies from one duty to another and from one job classification to another. The level of independence may even vary from time to time in an employee's career. At first, an employee may need much supervision. Other times, little supervision is required. The judgment of how much independence is needed for a determination of a reclassification should be left to the Personnel Committee.

The County concedes that the Clerical Assistant job description and the Administrative Secretary job description are fairly similar. But the impact of changing the job descriptions should be done at the bargaining table and not through the grievance procedure. However, there is clearly enough similarity between the Clerical Assistant job description and the Grievant's list to show that the Personnel Committee's action was not arbitrary.

The Union has not held a consistent position on the merits of this grievance or Grievant's reclassification requests. Grievant has requested a reclassification on three separate occasions. The first request was less than one year after accepting the position, was denied by the Personnel Committee, and was subsequently grieved. That grievance was ultimately dropped without any apparent reason. The second request was denied by the Personnel Committee, but neither Grievant nor the Union grieved it. The third request was again denied by the Personnel Committee. This third time, the Union feels that there is merit to proceed to arbitration. The Union provided no evidence as to the change in their position relative to the merits of a reclassification. If the County was so clearly violating the Agreement as the Union suggests, why didn't they proceed to arbitration after the first or second requests? The Union does not have a consistent view of the merits of the reclassification request and its actions could be described as capricious.

The Union's evidence relies solely on the opinion of other bargaining unit members who have a vested interest in supporting Grievant, but have no experience in human resources. While Grievant may know her job duties better than anyone else, she has no experience working in any other position to make a comparison. In addition, the County questions the validity and significance of the testimony of Grievant's supervisor, Miller, and his support of Grievant's reclassification request. Miller's reason for this support is that "things are somewhat unique in the Zoning Department." However, Miller has never worked in another Lincoln County department and, therefore, was not qualified to determine the "uniqueness" of his Department. Miller also testified that he has only been with the County since July of 1997, and that at the time of Grievant's initial request he had been with the County less than three months. Thus, Miller's ability to compare jobs within the County should be suspect. Other arbitrators have recognized the relative little significance given to the testimony of a supervisor or a department head. KENOSHA CO., WERC MA-9021 (GRATZ, 1996). Other arbitrators have shed some light on the standard of review for decisions by personnel committees (PORTAGE CO., WERC MA-8768 (McLAUGHLIN, 1996)) and have gone so far as to say that while a request for a reclassification may be arbitrable, the analysis is to review the Personnel Committee's decision and not a de novo review of the request for reclassification. VERNON CO., WERC MA-7210 (SCHIAVONI, 1992).

In this case, there is no evidence that the Personnel Committee's decision was arbitrary, capricious, or unreasonable. The Union only presented its opinion, self-serving as it was, that it would have reached a different conclusion than the Personnel Committee. But it is the responsibility and the right of the Personnel Committee to make the decision under the contract. The Committee has considered and denied the request on three separate occasions. It would appear that the Union's view of the merits of this reclassification and grievance is more arbitrary and capricious than the County's view of the merits.

If the Arbitrator finds that the County violated the Agreement, then Grievant should not automatically be reclassified as an Administrative Secretary. If Grievant's work is that of an Administrative Secretary, then she should be paid that rate and the County should reassign

those duties which are not consistent with the position of Clerical Assistant. Grievant would then remain a Clerical Assistant, but her Administrative Secretary duties would be reassigned. Further, any remedy should be limited to the time that Grievant filed the current grievance until such time as her Administrative Secretary duties are reassigned. The County should not be forced to create the new position of Administrative Secretary in place of the Clerical Assistant. Article 5.02, paragraph 6, dictates that the arbitrator “shall be restricted solely to the interpretation of the contract in the area where the alleged breach occurred. The arbitrator shall not modify, add to, or delete from the terms of the Agreement.” The Union’s proposed remedy does not automatically follow from a conclusion that the contract was violated. To award the remedy suggested by the Union would be outside the Arbitrator’s authority.

Union’s Reply

Although Grievant may have been told at hire that her wages and conditions of employment were as a Clerical Assistant, and although she may have accepted those by beginning her employment as such, the County’s “agreement” with Grievant represents an individual one. The County entered into a collective bargaining agreement with the Union which includes a listing of positions with corresponding wage rates. It is this agreement that the County must honor and which is the principal focus of this proceeding. (Emphasis in original). There is no evidence to support the County’s suggestion that it engaged in an individual contract with the Grievant. Assuming arguendo that there was such evidence, it would be superceded by the terms and conditions of this Agreement. In addition, the County neglects the fact that the Grievant’s position has changed dramatically since Grievant’s date of hire to the point where it no longer approximates a Clerical Assistant position. Thus, even if there had been an individual agreement with Grievant and without the presence of a union, such an agreement would have been violated by the transformation of the position.

Probably the best argument advanced by the County is that there are only two ways for Grievant to receive reclassification or a higher rate of pay through the Agreement: either through approval via Article 12 or through job posting via Article 11. However, if this argument is taken to its ultimate and likely destination, it becomes absurd. There can be no question that all of the Agreement’s provisions require a degree of reasonableness in their application. An employee hired into a certain position is responsible for the performance of a certain range of duties and responsibilities expected of the position. If *the County* decides to modify that position where it is transformed into a totally different position, then the Agreement assumes that the Personnel Committee will act responsibly and in a reasonable manner to reclassify the position. (Emphasis in original). What if the County decided in a comprehensive manner to add duties and responsibilities to all positions, and then decided on a budgetary basis to institute a blanket denial of all reclassifications? Clearly the reclassification language must be harmonized with the wage schedule in a good faith and reasonable manner. Unfortunately, this has not been done.

The County's assertion, i.e., that the Union should not be able to dictate through the grievance arbitration process the number of positions the County has in each department, is not the issue. The more appropriate issue is whether the County can ignore the Agreement's wage schedule and its job descriptions when exercising its discretion in reclassifications. Again, the rule of reason must apply.

The Union poses a series of questions in response to the County's question of whether Grievant and the Union can grieve Grievant's wage rate as a right. If the County has an unfettered right to transform positions and respond to reclassifications with arbitrary and capricious denials, what do the job titles mean? Can there be a "harmonization" of the wage schedule and reclassification language? If not, can't the reclassification language effectively nullify job titles?

It is true that if the Arbitrator agrees with the Union, then the County could change the Grievant's assignments and/or reassign her work in order to undercut the Grievant's claim for higher wages. The Arbitrator could reasonably include in a remedy that the County either modify Grievant's duties and responsibilities or pay her a wage rate consistent with the job that she is performing.

The County's contention - that the issue is not about a job title but about the wage rate for the position - is half true. The real issue is whether or not the wage rate listed in the contract applies to its corresponding job title.

The Union disagrees that Grievant's work is consistent with that of a Clerical Assistant. Does it mean nothing when a County prepared job description distinguishes a position from another by expressly identifying a specific property? The Grievant's position has been dramatically changed, and as a result of the Zoning Department's restructuring, the Grievant has assumed a high degree of independence in her job which was not formerly a part of her duties. The Administrative Secretary Job Description distinguishes the Administrative Secretary position by indicating that it "differs from that of the Clerical Assistant primarily in [its being responsible for] relieving a supervisor of administrative details, including responding independently to routine correspondence." There is no dispute that the Grievant has regularly been performing such duties. (Emphasis in original).

While it is true this is the third time that Grievant and the Union have pursued this matter, it is incorrect to assume that the Union's position on the merits of Grievant's claim has changed. The decision as to whether to pursue a grievance and/or how far to pursue it is made based upon a number of criterion. Unions withdraw grievances for political, financial, strategic, as well as for Grievant's personal reasons. Grievance arbitration is often considered a last resort. In this case, Grievant has been extraordinarily patient in trying to convince the Personnel Committee to be reasonable. However, the Personnel Committee's stonewalling has left Grievant and the Union with no choice but to proceed with grievance arbitration.

The Union disagrees with the County's contention that the Union's evidence relies solely on the opinion of other bargaining unit members who have a vested interest in supporting their Union member. First, the Union members who testified did so in good faith and had no "vested interest" in the outcome of this dispute. Second, Miller, who testified on Grievant's behalf, is a Department Head and is not a bargaining unit member. It could be argued that Miller had a "vested interest" in paying Grievant at the lower wage rate since any additional wages would come from Miller's Department's budget or that it would be against Miller's interest to assist the Union since he is an "at will" employee. Third, the job descriptions and the collective bargaining agreement are evidence.

In response to the County's citation to an arguably similar case decision of former WERC Arbitrator Schiavoni (VERNON COUNTY, WERC MA-7210 (SCHIAVONI, 1992)), the Personnel Committee has yet to provide a reason for its refusal to reclassify Grievant. Thus, the Personnel Committee's only reason effectively becomes "No, because we said so." The Union agrees with the Schiavoni citation. However, had the County acted in a good faith manner, we would not be here. The Personnel Committee did not properly consider its own job descriptions or the recommendation of its own supervisor in its decision. And since the record is totally devoid of any rationale adopted by the Committee, an adverse inference can be made. That adverse inference is further supported in that the County did not use any Personnel Committee members as witnesses in this case. This appears to be a continued act of stonewalling which is indicative of a pattern of bad faith that gave rise to this grievance.

The instant grievance should be sustained by the Arbitrator and the Grievant made whole for all of her losses.

County's Reply

Some of the facts in the Union's brief are misleading and in some cases wrong. It states that Miller instituted a series of "substantial" changes which included adding a "significant" number of duties and responsibilities to the Grievant's position. It then concludes that in doing so, the position grew to the point where it became exceedingly different from the Clerical Assistant position under which Grievant was initially hired. These are not facts, but rather opinions of the Union. Further, its brief states that Miller's evaluation resulted in a determination that Grievant's position was no longer consistent with her original position and that the Administrative Secretary position more closely comported with Grievant's modified position. These should not be described as facts, but rather Miller's opinion.

It is blatantly wrong for the Union to assert that by the fall of 1998, no action had been taken by the County to address the problem. The exhibits of this case show just the opposite. The exhibits show that in the fall of 1998, the County had reviewed the reclassification requests on two occasions and had denied them. Further, the Union grieved the first denial of

Grievant's reclassification request and then subsequently dropped the grievance. The Union then did nothing, i.e., there was no grievance, when the Personnel Committee denied the request a second time. It wasn't until Grievant made a third request in May of 1999, and the Committee's third denial, that the Union filed the current grievance. The inclusion of these facts are extremely relevant.

The County wholeheartedly agrees with the Union that the essential question is whether or not a pay rate should be consistent with the scope of employment for a position. But the County argues that it is paying consistent with the scope of employment for the position.

The Union attempts to persuade the Arbitrator that because Grievant believes she works independently and is supported by her supervisor, Miller, that she should receive the Administrative Secretary rate of pay. The Union seems to believe that Miller's testimony and support is unique to this case and should decide this case. However, what evidence or argument does the Union put forward as to the relevance of Miller's credentials? Miller testified that he was not qualified to determine the uniqueness of the Zoning Department. Also, Miller could not compare the relative level of independence that his staff uses as opposed to an Administrative Secretary in another department. Grievant and Miller are too close to the situation to see the bigger picture. However, the Personnel Committee is better situated to make the comparison between departments than the Grievant or her immediate supervisor. As previously stated, the Personnel Committee's decision should be given great deference where there was no evidence of it being arbitrary, discriminatory or capricious.

Contrary to the Union's contention that Grievant's position has been substantially transformed, a review of the very specific tasks in Grievant's list, when compared to the Clerical Assistant job description, shows that many of these duties could be classified as record keeping or filing information according to predetermined classifications.

The Union's argument is centered on comparing the job classification with the wage rates in the Appendix of the contract, but it ignores the specific contractual language regarding reclassification. The Union cites the extreme example of correctional guards and nutrition site managers. In those examples, there are little misunderstandings or confusion regarding the duties for those positions. There is also little if any overlap in duties between those two classifications. However, there is overlap and shared duties between the Administrative Secretary and Clerical Assistant positions. Management should be given broad authority when the work is similar or duties are shared by classifications. Elkouri and Elkouri, How Arbitration Works, 5th Edition (1979).

Given Grievant's self-serving opinion about her exaggerated importance and independence, the Union attempts to pick the option of how to proceed. The Union argues that it could have challenged the assignment of Administrative Secretary duties or chosen to grieve that the County effectively created a new position which should have been posted. However, the Union already has a remedy to address those times when it feels that employees are asked

to work outside their classifications. It is the clear language of Article 12. An employee can request a reclassification, but the contract does not bind the County to grant a request. The Union fails to mention that they were unsuccessful on three occasions in the one remedy that they had by contract. The Union fails to mention this because it knows that the County has the sole right to determine the types of positions that the County will have. It knows that the reclassification procedure and its request are just attempts to bargain an interest during the term of the contract. In the case of Grievant, the County considered her request three separate times and denied them each time.

Grievant and the Union have raised this issue five times with the County in one form or another: 1) Grievant requested a reclassification which the Personnel Committee denied; 2) Grievant filed a grievance, the Personnel Committee denied it, and then Grievant and the Union dropped the grievance; 3) Grievant made a second request for reclassification which the Personnel Committee denied; 4) Grievant made a third request for reclassification which the Personnel Committee denied; and 5) Grievant filed a second grievance which the Personnel Committee denied. The County, on the other hand, has been consistent in its stance relative to the appropriate pay rate for Grievant.

The Union's argument, i.e., that it was more practical and constructive to the general labor relations climate for Grievant to work within the channels of management to secure contractually appropriate compensation for the newly transformed position, is disingenuous. Given the fact that Grievant has made three requests and has filed two separate grievances, shouldn't the Union be told that it should discuss this issue at the bargaining table? The Union's decision to arbitrate now instead of doing so following the first grievance denial in 1997, or failing to grieve Grievant's 1998 request, can only be understood as capricious. The fact that there was no grievance filed following the denial of Grievant's 1998 request should speak volumes about the Union's belief over the merits of this grievance. The Union's admission of picking an avenue to proceed shows the arbitrariness of its action. It is the Union which has been far more arbitrary and capricious with its own member than the consistent action of the Personnel Committee.

The County agrees with the Union's thesis, i.e., the essential question is whether or not a pay rate should be consistent with the scope of employment for a position. However, the wage rate and the scope of employment are matters of agreement between the County and the Union. Those wage rates are for specific positions and have been negotiated between those two parties. The wage rate is set and agreed to by both parties either through voluntary settlement or through interest arbitration. If during the term of the agreement those wage rates are no longer acceptable for that scope of employment, then either party could raise the issue in contract negotiations. That is exactly where this dispute belongs, at the bargaining table.

Management should be given broad leeway in assigning duties and the decisions of the Personnel Committee regarding Grievant's reclassification requests should be given great deference. The Union should not be allowed to pick its method to obtain what it believes the appropriate wage rate for Grievant, but rather bargain that in contract negotiations.

For all of these reasons, the grievance should be denied.

DISCUSSION

Grievant seeks reclassification of her position from a Clerical Assistant to an Administrative Secretary. Article 12 of the parties' Agreement is a provision which creates a vehicle for Grievant to make such a request. After following certain procedural steps, Article 12 states that the County's Personnel Committee shall give these requests "consideration." Presuming that the procedural steps have been followed, and that proper consideration by the Personnel Committee has been given, Article 12 then requires that the requests are either granted or denied by the Personnel Committee. In this case, the Personnel Committee denied Grievant's request for a reclassification which resulted in Grievant filing the instant grievance.

Article 5 defines a grievance as "a dispute between the Employer and the Union, an employee, or a group of employees concerning the interpretation or application of the provisions of this [Agreement] . . ." Since Grievant and the Union dispute the manner in which the County interprets and applies the provisions of Article 12 regarding Grievant's request for a reclassification and the Personnel Committee's denial of that request, then this dispute is an appropriate subject for a grievance. Article 5 also states that "[a]ny grievance which cannot be settled . . . may be submitted to an arbitrator" and "[t]he arbitrator shall be provided by the Wisconsin Employment Relations Commission from a member of its staff."

The parties do not dispute that Grievant and the Union properly advanced the instant grievance pursuant to the procedural steps in Article 5 and that the grievance cannot be settled. Nor do the parties dispute that Grievant and Union took the prerequisite contractual steps in Article 12 to advance Grievant's reclassification request. Because Article 12 is a part of the Agreement, and because Article 12 does not include any language which excludes it from being subject to the grievance procedure, it must be assumed that the provisions of Article 12 are subject to Article 5 and the parties' grievance and arbitration procedure. Therefore, the Personnel Committee's decision to deny Grievant a reclassification and its refusal to pay her the Administrative Secretary classification's pay rate is an appropriate subject for arbitration and this Arbitrator is empowered by the Agreement to review the Personnel Committee's decision with respect to Grievant's reclassification request.

Article 2 gives the County broad discretionary rights, including the right to "direct all operations of the County" and "manage and direct the working force, to make assignments of

jobs, to determine the size and composition of the work force, and to determine the work to be performed by employees.” However, as reflected in Article 2 itself, the exercise of management rights must be “reasonable.” Thus, the question before me is whether the Personnel Committee’s “consideration” of the reclassification request was “reasonable” (i.e., in good faith and not arbitrary, discriminatory or capricious). See, e.g., VERNON COUNTY, WERC MA-7210 (SCHIAVONI, 1992).

I disagree with the County that this grievance, on its face, should be denied. The fact that Grievant accepted, is currently occupying, and is being paid the classification rate of a Clerical Assistant is not controlling. If Grievant’s position comprises the duties and responsibilities of an Administrative Secretary, regardless of Grievant’s job title or pay rate, then the outcome of this grievance will depend upon whether the Personnel Committee acted reasonably, i.e., in good faith and that the result is not arbitrary, discriminatory or capricious. If, on the other hand, the position comprises the duties and responsibilities of a Clerical Assistant, then it can be presumed that the Personnel Committee’s decision was reasonable and there is no violation.

In cases dealing with reclassification requests, it is relevant to compare the incumbent’s duties and responsibilities with the duties and responsibilities that distinguish the position into which the incumbent seeks reclassification. See, e.g., KENOSHA COUNTY, WERC MA-9021 (GRATZ, 1996). It is the arbitrator who is responsible for making this comparison based upon all of the evidence presented at the arbitration hearing. Id.

When the job descriptions listed for the Clerical Assistant and the Administrative Secretary are compared and the overlapping duties are accounted for, the functions characteristic of the Administrative Secretary classification are primarily the use of independent judgment. Although both positions list clerical duties, such as filing and maintaining records, the distinguishing characteristic of the Administrative Secretary is the degree of independence required and exercised. Specifically, the “Distinguishing Features of the [Administrative Secretary] Class” within the Administrative Secretary job description states:

The work requires the exercising of independent judgment in the application of office procedures and regulations. This classification differs from that of Clerical Assistant primarily in relieving a supervisor of administrative details, including responding independently to routine correspondence.

Conversely, the “Distinguishing Features of the [Clerical Assistant] Class” in the Clerical Assistant job description states that the “[w]ork requires the exercise of judgment in the application of prescribed procedures and regulations . . .” and that the work “allows limited independence of action.”

Grievant's testimony indicates that she performs most, but not all of the duties listed in the Administrative Secretary job description. Grievant also testified that she "regularly" exercises independent judgment, including responding independently to routine correspondence, and that she is often left alone in the office, particularly during the busiest times in the summer season, to make decisions and answer questions from the public. Zoning Administrator Miller corroborated Grievant's level of independence and testified that she acts on his behalf on numerous occasions when he is absent. Further, Miller described Grievant's involvement in a new 911 rural address computer program as "basically creating the system" and that she uses independent thought while on the system. Former Zoning Program Assistant Hass confirmed that Grievant was "frequently" left by herself and that Grievant was given the responsibility of handling the office in Miller's absence.

Moreover, the evidence shows that the Grievant's position changed since her date of hire as a Clerical Assistant. According to the testimony of Deborah Rauchel, the person who occupied Grievant's position from September, 1994 to November, 1996, and immediately prior to Grievant, the Zoning Department's Clerical Assistant position had primarily consisted of filing documents with some additional duties of typing, answering telephone calls, taking applications, and dealing with the public. When Rauchel occupied the position, however, she did not relieve the Department's Administrator of any administrative details nor did Rauchel independently respond to routine correspondence. In addition, Rauchel was very seldom left alone in the office. According to the testimony of Hass, and the person who ultimately decided to hire Grievant, Grievant was told at the time of hire that her duties consisted of filing, typing, answering telephone calls, and directing calls to other people. Grievant was not told that she would be working independently. When asked to compare the two job descriptions, Hass testified that Grievant's initial duties were similar to those as listed under Clerical Assistant as opposed to the Administrative Secretary. However, and following the time that the office was restructured in 1997, Hass testified that Grievant's duties became those listed on the Administrative Secretary job description. Miller's letter dated September 22, 1997, confirms this. Miller described the changes as "the shake up in the department [and that Grievant] was asked to take on an inordinate amount of responsibility. What impresses me is [Grievant's] ability to work independently."

Further, and since about the time that the instant grievance was filed, the evidence shows that Grievant has continued to exercise and perform the above-described distinguishing characteristics of an Administrative Secretary. In Grievant's memorandum to Miller dated May 12, 1999, she states that "the position is self-directed . . . with [a] considerable amount of independent decision making" and that "one third of the time I am the only staff in the office." In Miller's letter to Mulder dated May 21, 1999, Miller states that Grievant "deal[s] with the public on a regular basis and those contacts do involve the exercise of independent thinking and working independently . . ."

I conclude, based upon the above evidence, that Grievant's duties and responsibilities are that of an Administrative Secretary. I disagree with the County that the testimony of witnesses should be minimized or ignored because it is the opinion of other bargaining unit members who may have a vested interest in the outcome of this proceeding. While the testimony arguably may have had some opinion interwoven throughout, it is still sworn testimony and evidence. Further, the County presented no evidence contradicting the veracity of the Union's evidence.

I also disagree with the County placing any significance on the instant grievance being the Grievant's third request for a reclassification. I find no meaningful relevance to this fact and do not, as the County asserts, characterize the Union's actions in this regard as arbitrary or capricious. There is testimony that Grievant dropped the first request and a grievance because her supervisor, Miller, suggested that she wait until a later time. The second request was rescinded at about the time that Grievant was gathering comparable wage data. The third request included a presentation of this data to the Personnel Committee. Given these unrefuted facts, I can find no evidence of bad faith. Therefore, the Union's decision to now arbitrate the dispute is more a function of timing and Grievant wanting to make the best possible argument through supporting data than it is an indicator of what the Union believes to be the merits of its position.

Turning to the Personnel Committee's consideration of Grievant's request for a reclassification, the Union has persuaded the undersigned that Grievant's work is that of an Administrative Secretary. The County, however, has not shown that it reasonably considered and denied Grievant's request to be reclassified as an Administrative Secretary, i.e., in good faith and that their decision was not arbitrary, discriminatory, or capricious. There was no testimony by any members of the Personnel Committee nor an explanation for their absence. There also was no evidence presented by the County as to the reason why the Personnel Committee denied Grievant's reclassification request. There was no evidence indicating what the Personnel Committee did when it deliberated and considered Grievant's request. I cannot presume that the decision, in and of itself, was reasonable or an act of good faith. Nor can I presume that their decision was not arbitrary, discriminatory or capricious. This is particularly true where the evidence is that the Grievant's work is that of an Administrative Secretary. Therefore, I find in favor of the Union on the stipulated issue that the County violated the Agreement by refusing to pay Grievant the Administrative Secretary pay rate.

Based upon the foregoing, the evidence, and the arguments of the parties, the undersigned makes and issues the following

AWARD

The grievance is sustained and the County is directed to immediately make Grievant whole for lost wages and benefits equal to that of an Administrative Secretary since June 15, 1999.

Dated at Eau Claire, Wisconsin, this 30th day of May, 2000.

Stephen G. Bohrer /s/

Stephen G. Bohrer, Arbitrator

ATTACHMENT 1

CLERICAL ASSISTANT

GENERAL STATEMENT OF DUTIES: Performs a wide variety of clerical and typing tasks.

DISTINGUISHING FEATURES OF THE CLASS: Employees in this class perform varied clerical work requiring the knowledge of functions and procedures related to their assigned area or department. Work requires the exercise of judgment in the application of prescribed procedures and regulations. Although the specific duties of employees allocated to this class vary, they are of the same level of difficulty. Work in this class allows limited independence of action and requires a high degree of accuracy. Employees in this class may be deputized to make legal actions effective for the office to which assigned.

EXAMPLES OF WORK: (Illustrative only)

Types letters, memos, reports, forms, hearing notices, petitions and client case reports from copy or dictaphone;
Sets up and assembles folders for all new cases, clients, complaints, etc.;
Files correspondence, memoranda, reports vital statistics and forms alphabetically, numerically or according to other predetermined classifications;
Keeps various meeting minutes and maintains routine accounts;
Receives and processes incoming and outgoing mail;
Works at counter and provides information and assistance to public;
Prepares and indexes documents for recording and microfilming;
Receipts, dockets and disburses alimony and support payments;
Prepares case and assignment dockets;
Functions as a Courtroom Clerk, administering oaths, keeping minutes and taking charge of exhibits as required;
Checks documents for accuracy and completeness before processing;
Operates copier, calculator, microfilmer, and other office machines;
Answers telephone, takes messages, greets visitors, gives out information, and refers callers as required;
Collects, receipts and deposits fees for department services;
Duplicates and collates various materials;
Compiles a wide variety of data for quarterly, monthly and yearly reports;
Maintains a wide variety of fiscal and clerical records and prepares reports as necessary;
Does related work as required.

QUALIFICATIONS:

- Knowledge of the functions, terminology and equipment of the assigned department;
- Knowledge of business arithmetic and English;
- Skill in the operation of a typewriter and other office equipment;
- Ability to understand and follow oral and written instructions;
- Ability to keep accurate clerical records and files;
- Ability to plan and organize work effectively;
- Ability to maintain confidentiality of information;
- Ability to maintain clerical records and prepare reports.

TRAINING AND EXPERIENCE: Graduation from high school including completion of a typing course, and prior clerical experience involving typing and filing duties; or any combination of training and experience which provides the required knowledge, skills and abilities

ATTACHMENT 2

ADMINISTRATIVE SECRETARY

GENERAL STATEMENT OF DUTIES: Performs difficult secretarial, record-keeping, program support and clerical duties.

DISTINGUISHING FEATURES OF THE CLASS: This is a broad class involving the performance of varied secretarial and administrative tasks relating to an assigned department. Employees in this class are called upon to handle correspondence, prepare records, perform reception duties, type, file and operate a variety of office equipment. The work requires the exercising of independent judgment in the application of other procedures and regulations. This classification differs from that of Clerical Assistant primarily in relieving a supervisor of administrative details, including responding independently to routine correspondence. Directed supervision is provided by the department head or other professional staff.

EXAMPLES OF WORK: (Illustrative only)

Transcribes and types letters, memos, reports, legal documents, and related material from clear copy, rough draft, or dictation;
Sorts, indexes and files records and materials relevant to assigned department;
Answers and screens calls, furnishes information and keeps appointment calendar;
Composes routine replies to general inquiries and correspondence;
Compiles data and information to assist in the completion of reports, special studies and various projects;
Prepares a variety of weekly and monthly reports;
Prepares billings, posts to proper ledgers, tabulates vouchers and gathers annual cost statistics;
Sets up and assembles folders for all new cases, clients, complaints, etc.;
Interviews and assists clients and their dependents with applications for benefits;
Records financial transactions in the proper records of accounts;
Provides secretarial support to committees, typing and mailing notices, agendas, minutes, preparing vouchers for approval and keeping files;
Operates copier, calculator, computer terminal and other office machines;
Orders office supplies and program materials;
Collects and deposits fees for licenses, permits and departmental services;
Keeps apprised of the various laws, regulations, policies and program procedures relating to the department to which assigned;
Receives payments, issues receipts and maintains related records;

Works at counter and assists preparing forms and applications and providing information;

Does related work as required.

QUALIFICATIONS:

- Knowledge of office practices and procedures, terminology and equipment;
- Knowledge of the rules, regulations, policies and program procedures of the department of which assigned;
- Knowledge of business math, bookkeeping practices and English;
- Typing, dictation and transcribing skills;
- Ability to compile, analyze, record and assemble data and information in a meaningful and effective manner;

ATTACHMENT 3

1. Receptionist – answers the telephone
2. Waits on people at the counter – helping them fill out applications, answering questions regarding Zoning Ordinance issues
3. Collects and receipts incoming fees for Land Use applications, Sanitary applications, Soil Tests, and any other fees that are received by the Zoning Office.
4. Performs a preliminary review of applications for completeness and accuracy (i.e. setbacks met, property in applicants name, applications signed, tax parcel number is correct, etc.)
5. Independently writes and mails letters to applicants informing them of additional information needed to complete application.
6. Writes Land Use cards and Sanitary cards, assigns permit number, logs in the permit book, fills in the issued date
7. Keys all Sanitary permits into the Marathon program, keys pumping information into the Marathon program.
8. Responds to requests for new applications, copies of the Zoning Ordinance and Codes, copies of requested Land Use and Sanitary permits issued from prior years
9. Files issued permits.
10. Logs all permits into the Tax Parcel books.
11. Sets appointments – sanitary inspections, onsite visits(for (sic) the Technicians and the Zoning Administrator).
12. Takes complaints.
13. Makes copies and mails out permits that have been issued.
14. Updates the Wisconsin Administration Code Book.

15. Updates the Code of Ordinance Book.
16. Makes sure there are Land Use applications on hand, makes “Buyers & Builders Guidelines” booklets, makes sure that any other fliers, information, or applications are on hand.
17. Provides zoning information on parcels of land that are called in by Realtors and builders.
18. Provides the public with information about Zoning relative to permitted uses and prohibited activities that apply to parcels for which they are interested.
19. Coordinates the 911/Rural Address numbers. Log all incoming applications, send assigned number applications to the respectful agency in need of the number (i.e. fire departments, sheriffs department, EMS, Tax Description, Emergency Management, etc.), etc.