

BEFORE THE ARBITRATOR

In the Matter of the Arbitration of a Dispute Between

**OSHKOSH PUBLIC LIBRARY EMPLOYEES,
LOCAL 796-A, AFSCME, AFL-CIO**

and

CITY OF OSHKOSH

Case 316
No. 58897
MA-11099

Appearances:

Mr. Richard C. Badger, Staff Representative, Wisconsin Council 40, AFSCME, AFL-CIO, appearing on behalf of the Union.

Mr. William G. Bracken, Employment Relations Services Coordinator, Davis & Kuelthau, S.C., appearing on behalf of the City.

ARBITRATION AWARD

Oshkosh Public Library Employees, Local 796-A, AFSCME, AFL-CIO, hereinafter referred to as the Union, and the City of Oshkosh, hereinafter referred to as the City, are parties to a collective bargaining agreement which provides for the final and binding arbitration of disputes arising thereunder. The parties mutually agreed to the undersigned as the arbitrator to hear and decide a grievance over the meaning and application of the terms of the collective bargaining agreement. A hearing was held in Oshkosh, Wisconsin on June 5, 2000, during the course of which a resolution of the instant grievance was agreed to by the parties, which by its terms, causes the undersigned to make and issue the following

CONSENT AWARD

1. The Union will withdraw the bookmobile operator grievances with prejudice. This would include grievances 983 and 997.
2. The library will normally assign two employees to the bookmobile for full public service stops. A reasonable effort will be made to

locate a substitute within the circulation department in the event an employee is absent. In the event a substitute cannot be found, the Union agrees that one employee may be assigned to the bookmobile to perform the available work after a supervisor consults with the employee. In the event a page is assigned to the bookmobile as substitute, it will be done on a non-precedent setting basis and the page will be paid at the LA-1 rate for the time assigned to the bookmobile.

3. The library reserves the right to schedule LA-1's on a regular basis on the bookmobile.

4. LA-1's will do LA-1 work on the bookmobile.

Dated at Madison, Wisconsin this 12th day of June, 2000.

Lionel L. Crowley /s/

Lionel L. Crowley, Arbitrator