

BEFORE THE ARBITRATOR

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In the Matter of the Arbitration of a Dispute Between  
**LOCAL UNION 67, WISCONSIN COUNCIL 40, AFSCME, AFL-CIO**

and

**CITY OF RACINE**

Case 670  
No. 62313  
MA-12237

(Policy Grievance – DPW Posting – Gr. #01-03)

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**Appearances:**

**Mr. John Maglio**, Staff Representative, AFSCME Council 40, Post Office Box 624, Racine, WI 53401-0624, appearing on behalf of Local 67.

**Mr. Guadalupe Villarreal**, Deputy City Attorney, City of Racine, 730 Washington Avenue, Racine, WI 53403, appearing on behalf of the City of Racine.

**ARBITRATION AWARD**

Pursuant to the provisions of the collective bargaining agreement between the parties, AFSCME Local 67 (hereinafter referred to as the Union) and the City of Racine (hereinafter referred to as either the City or the Employer) requested that the Wisconsin Employment Relations Commission designate a member of its staff to serve as arbitrator of a dispute over the posting of a truck driver opening in the Streets Department. The undersigned was so designated. A grievance mediation session was held on June 24, 2003, at the City Hall in Racine, Wisconsin, but the parties were unable to resolve the matter. Based upon the facts as described by each party, the undersigned advised them that he was able to provide a summary decision on the matter. A hearing was convened and after full consideration of the evidence and arguments relevant to the dispute, a bench decision was issued denying the grievance, with a written Award to follow.

**ISSUE**

The issue presented by this grievance is:

Did the City violate Article 2 or any other relevant provision of the collective bargaining agreement in the manner in which it posted and filled the vacant truck driver position? If so, what is the appropriate remedy?

**DISCUSSION**

While the confusion created by the transition from the old contract provisions to the new procedures for posting and seniority is understandable, the City followed the letter of the contract once the Union pointed out that there was an error in the initial posting of the truck driver position. The ultimate posting, which is at issue here, was clear and correct and the opening was filled in accordance with the criteria specified in the contract. Accordingly, I cannot find a contract violation, and the grievance is denied.

On the basis of the foregoing, and the record as a whole, I have made the following

**AWARD**

1. The City did not violate Article 2 or any other relevant provision of the collective bargaining agreement in the manner in which it posted and filled the vacant truck driver position;
2. The grievance is denied.

Dated at Racine, Wisconsin, this 25<sup>th</sup> day of June, 2003.

Daniel Nielsen /s/

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Daniel Nielsen, Arbitrator