

BEFORE THE ARBITRATOR

In the Matter of the Arbitration of a Dispute Between

CENTRAL WISCONSIN REGIONAL AIRPORT

and

TEAMSTERS GENERAL UNION LOCAL 662

Case 2

No. 62129

MA-12171

(Cartwright Grievance)

Appearances:

Mr. David Reardon, Union Representative, Teamsters General Union, Local 662, P.O. Box 86, Eau Claire, WI 54702-0086 and P.O. Box 163, Stevens Point, WI 54481-0163, on behalf of Local 662 and Gerald Cartwright.

Mr. Frank A. Matel, Employee Resources Director, Marathon County, 500 Forest Street Wausau, WI 54403-5568, on behalf of the Employer.

SUPPLEMENTAL AWARD

The initial Award in the captioned case issued on February 2, 2004, and read as follows:

. . .

AWARD

The Employer violated the labor agreement when it denied the full-time Maintenance Worker position to Grievant Gerald Cartwright. The Employer shall, therefore, immediately offer Gerald Cartwright the position of full-time Maintenance Worker and place him therein at full-time Maintenance Worker pay on a 90-day trial period as required by the labor agreement. If Cartwright

successfully completes said probationary period, he shall receive back pay to the date of his placement in the position on probation (the difference, if any, between his full-time custodial wages and the full-time Maintenance Worker wages). 8/

8/ I shall retain jurisdiction of the remedy only for sixty days after the date of this Award.

...

On September 21, 2004, the Arbitrator received the following letter signed by the representatives of both parties:

...

I am hoping you can clarify the award issued in the Gerald Cartwright grievance arbitration, No. 62129, MA-12171.

As per your award, the County immediately placed Gerald Cartwright in the full-time Maintenance Worker position and increased his pay to that of a Maintenance Worker. Gerald has successfully completed his 90 day trial period.

The question we (labor and management) have is as follows:

Since Gerald received Maintenance Worker pay at the time of his placement into the Maintenance Worker position, is he entitled to any back pay (e.g. back pay all the way back to the time Boettcher was placed into the Maintenance Worker position)?

...

DISCUSSION

In the underlying case, the Union urged the Arbitrator to place Cartwright in the full-time Maintenance Worker position and to make him whole. Cartwright was required by the contract (and my initial Award) to successfully complete a 90-day probationary period, pursuant to Article 6, Section G. Grievant Cartwright has now successfully completed the required probationary period in the full-time Maintenance Worker position.

In cases such as this one (where the grievant engaged in no misconduct) arbitrators normally put the grievant in the position he would have been in but for the employer's contract violation. In the initial Award herein, I found that Cartwright should have received the full-time Maintenance Worker position. As Cartwright has now met the requirement of successfully passing the 90-day probationary period in the position, he should be made whole — that is, he should be put in the position that he would have been in had he been selected for the Maintenance Worker position to begin with. Therefore, I issue the following

SUPPLEMENTAL AWARD

The Employer shall pay Cartwright the difference between the pay he received and the full-time Maintenance Worker rate for the period of time from his placement in the Maintenance Worker position (pursuant to the initial Award herein) back to the date that Boettcher was improperly placed in the position.

Dated in Oshkosh, Wisconsin, this 21st day of October, 2004.

Sharon A. Gallagher /s/

Sharon A. Gallagher, Arbitrator