BEFORE THE ARBITRATOR

---

In the Matter of the Arbitration of a Dispute Between

**AFSCME, LOCAL 556**

and

**PIERCE COUNTY**

Case 135
No. 63453
MA-12594

(Uniform Reimbursement Grievance)

---

**Appearances:**

**Mr. Steve Hartmann**, Staff Representative, Wisconsin Council 40, AFSCME, AFL-CIO, P.O. Box 364, Menomomie, Wisconsin, appearing on behalf of Local 556.

**Mr. Mark Schroeder,** County Coordinator, Pierce County, P.O. Box 119, Ellsworth, Wisconsin appearing on behalf of the Pierce County.

## ARBITRATION AWARD

AFSCME, Local 556, hereinafter "Union," requested that the Wisconsin Employment Relations Commission appoint a staff arbitrator to hear and decide the instant dispute between the Union and Pierce County, hereinafter "County," in accordance with the grievance and arbitration procedures contained in the parties' labor agreement. Lauri A. Millot, of the Commission's staff, was designated to arbitrate the dispute. The hearing was held before the undersigned on July 20, 2004, in Ellsworth, Wisconsin. The hearing was not transcribed and the parties presented oral arguments at the close of the hearing. Based upon the evidence and arguments of the parties, the Undersigned makes and issues the following Award.

## ISSUE

The issue to be determined is:

Whether the County violated Section 2 of the Classification and Pay Plan appendix of the collective bargaining agreement when it did not include a uniform reimbursement in the Grievant's back pay calculation? If so, what is the appropriate remedy?

## BACKGROUND AND FACTS

The facts are not in dispute.

The Union and the County were unable to reach a voluntary settlement for their 2001 successor agreement, and as a result, went to interest arbitration. The arbitrator accepted the Union's final offer and issued an award for the time period June 1, 2002, through December 31, 2004. The decision was dated October 3, 2003 and added the following new language (in bold) to the CLASSIFICATION AND PAY PLAN appendix portion of the parties' agreement:

. . .

> Section 2. **Employees shall receive up to a maximum of two hundred dollars ($200) per year toward prescription safety glasses**. Classified mechanics and welders shall receive a clothing and tool allowance of one hundred twenty-five dollars ($125) per year. **The County shall furnish uniforms of its choice to shop mechanics and welders.**

. . .

These sentences (in bold) were contained in both the Union and the County's certified final offers.

The Grievant, Dennis Skarman, is employed by the County as a working Shop Foreman in the welding shop. In addition to Skarman, the County employs welder Kornmann, and three mechanics, Hines, Olson and Bohlson.

The intent of the uniform language was to obtain safe uniforms for the mechanics and welders to wear at the County's expense. The parties agreed that the County had the right to choose the uniforms and should an employee decide to wear a more costly uniform, then the County would reimburse the employee up to the County determined amount.

The County-selected uniform for the mechanic position is a polyester shirt and pant which cost $5.45 per week to rent. Hines and Olson wore this uniform prior to the expiration of the 2001 labor agreement, for the 96 weeks between the expiration of the 2001 labor agreement and the issuance of the interest arbitration award, and subsequent to the issuance of the interest arbitration award. Bohlson, who was hired during the contract hiatus, wore the uniform from the beginning of his employment. Hines, Olson, and Bohlson were paid for their uniform through a County processed payroll deduction. Following the issuance of the

arbitration decision, the County reimbursed Hines and Olson $523.20, which represented the 96 weeks liability for the time period between the expiration of the 2001 agreement and the issuance of the interest arbitration award at $5.45 per week and Bohlson for $127.00, which represented 24 weeks of employment at $5.45 per week.

The County-selected uniform for the welder position is a cotton shirt and pant which costs $7.45 per week to rent. Kornmann wore this uniform prior to the expiration of the 2001 labor agreement, for the 96 weeks between the expiration of the 2001 labor agreement and the issuance of the interest arbitration award and subsequent to the issuance of the interest arbitration award. Prior to the issuance of the interest arbitration award, Kormann paid for his uniform through a County processed payroll deduction. Following the issuance of the interest arbitration award, Kormann was reimbursed by the County $715.20, which represented the 96 week liability at $7.45 per week.

The Grievant was aware that the County offered a payroll deduction option to pay for work uniform rental, but he chose not to wear a uniform. While performing his welding responsibilities prior to the expiration of the 2001 labor agreement and during the contract hiatus, the Grievant wore pants and shirts that he purchased. The Grievant burned holes in his pants and shirts while at work and therefore replaced these clothing items, but did not keep receipts for any replacement clothing items.

The Grievant did not receive any back pay for the new uniform benefit incorporated into the 2002-2004 labor agreement and as a result filed a grievance on October 31, 2003. The County denied the grievance.

In addition to the new uniform benefit, the Union and County also agreed to a new safety eyeglass benefit. The parties discussed during bargaining and agreed that a receipt would be required for the safety eyeglass reimbursement. After the interest arbitration award was issued, the County reimbursed employees with receipts for their safety glass purchases.

## DISCUSSION

The crux of this grievance is the meaning of the new uniform benefit added to Section 2 of the Classification and Pay Plan appendix to the parties agreement. The Union asserts that the language obligates the County to reimburse the Grievant a sum of money that represents the clothing he purchased, laundered and wore to work between January 1, 2002, when the prior agreement expired and October 3, 2003, when the arbitration award was issued. The Union is in error.

The sentence at issue is "[t]he County shall furnish uniforms of its choice to shop mechanics and welders." This was added to the parties' agreement as a result of both parties including it, in identical form, in their respective certified final offers. This follows a practice in the County of allowing employees to utilize a payroll deduction to pay for uniform rental and is an enhancement to an already established $125 clothing and tool reimbursement benefit.

In agreeing to provide the uniform, the County retained the right to choose the uniform that the welders and mechanics would wear. Uniform in this context was known by the parties to mean something different than personal clothing. The Grievant did not wear a uniform, much less one chosen by the County, and therefore he is not eligible for a uniform cost reimbursement.

The Union argues that the Grievant did not know that the uniform benefit language was in both parties' final offers and therefore, would become part of the final agreement. Although I may sympathize with the Grievant given the expenses that he incurred, it is not the County's obligation to inform the Grievant as to what is contained in each sides' final offer.

The Union asserts that the Grievant should not be burdened with out of pocket expenses for his clothing due to the County's refusal to implement the tentative agreements. Assuming that the Union is arguing that had the County implemented the tentative agreements, then the Grievant would have worn the County uniform and thus, would not be seeking reimbursement for purchasing work clothing, there are too many "what ifs" in this argument. I have no reasonable assurance from this record to conclude the Grievant would have worn a uniform. Moreover, I am unwilling to bootstrap this grievance to the parties' final offer strategizing. Delayed implementation and retroactive payment are characteristics inherently associated with the interest arbitration process and both unions and employers are aware of these factors when deciding to pursue interest arbitration.

Finally, I do not find persuasive the Union's assertion that the County was obligated to inform the Grievant that back pay for uniform expenses was conditioned on the wearing of a uniform. The language is clear and the record reflects an understanding by both sides that there is a distinction between a uniform and employee purchased work clothing. Just like the purchase of prescription safety glasses is a prerequisite to reimbursement, the wearing of a uniform is a prerequisite to reimbursement.

## AWARD

1. No, the County did not violate Section 2 of Classification and Pay Plan appendix of the labor agreement when it did not include a uniform reimbursement in the Grievant's back pay calculation.

2. The grievance is dismissed.

Dated in Rhinelander, Wisconsin, this 4th day of November, 2004.

Lauri A. Millot /s/

Lauri A. Millot

LAM/anl
6743.doc