

BEFORE THE ARBITRATOR

In the Matter of the Arbitration of a Dispute Between
**COLUMBIA COUNTY EMPLOYEES UNION LOCAL 995,
AFSCME, AFL-CIO**

and

COLUMBIA COUNTY (HIGHWAY DEPARTMENT)

Case 260
No. 66409
MA-13518

(Beal grievance)

Appearances:

David White, Staff Representative, AFSCME Council 40, for the labor organization.

Joseph Ruf, Corporation Counsel and Human Resources Director, for the municipal employer.

ARBITRATION AWARD

The Columbia County Employees Union Local 995, AFSCME, AFL-CIO and Columbia County are parties to a collective bargaining agreement which provides for final and binding arbitration of disputes arising thereunder. The Union made a request, in which the County concurred, for the Wisconsin Employment Relations Commission to appoint a member of its staff to hear and decide a grievance over the interpretation and application of the terms of the agreement relating to discipline. The Commission designated Stuart D. Levitan as the impartial arbitrator. Hearing in the matter was held Portage, Wisconsin, on January 18, 2007; a stenographic transcript was prepared by February 1. The parties agreed to have the arbitrator issue a bench decision, which he did, and which he extends and revises as follows:

The Union made a reasonable argument that overall safety of the operator and certain aspects of the operation would be better served by the placement of the camera as the grievant devised it as opposed to how management devised it.

However, Article 3.01 of the collective bargaining agreement exclusively vests in the employer the right “to determine the location, operation and type of the physical structures, facilities, or equipment of the Highway Department.” Under that section, the union also “expressly recognizes the prerogative of the Employer to operate and manage its affairs in all respects with its responsibilities.”

The grievant may well have had legitimate concerns about his safety due to a particular passenger. However, the night in question was not the first time this particular suspicious individual had been on the ferry. The grievant had ample opportunity before this night to discuss the matter with supervisors and explain his concerns and ask for their assistance.

It is not for an employee to unilaterally disconnect one camera that has been established for security and surveillance purposes, and connect a camera with a different view. This is especially true when the camera placement has been specifically reviewed and approved by the Wisconsin Department of Transportation. The grievant may indeed have had the best intentions, but he simply should not have acted on his own without first discussing the matter with management.

I believe the level of discipline imposed – a verbal counseling with a written record – was appropriate, and so the grievance is

DENIED

Dated at Madison, Wisconsin, this 2nd day of February, 2007.

Stuart D. Levitan /s/

Stuart D. Levitan, Arbitrator

SDL/gjc
7094

