

BEFORE THE ARBITRATOR

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In the Matter of the Arbitration of a Dispute Between

**CITY OF APPLETON (VALLEY TRANSIT)**

and

**TEAMSTERS UNION LOCAL 662**

Case 460  
No. 69875  
MA-14782

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**Appearances:**

Soldon Law Firm, by **Kyle A. McCoy**, Attorney at Law, 36319 29<sup>th</sup> Avenue NW, Rochester, Minnesota, appeared on behalf of the Union.

**Ellen Totzke**, Deputy City Attorney, 100 North Appleton Street, Appleton, Wisconsin, appeared on behalf of the Employer.

**ARBITRATION AWARD**

Teamsters Union Local 662, herein referred to as the “Union” and City of Appleton, herein referred to as the “Employer,” jointly selected the undersigned from a panel of arbitrators from the staff of the Wisconsin Employment Relations Commission to serve as the impartial arbitrator to hear and decide the dispute specified below. The arbitrator held a hearing in Appleton, Wisconsin, on August 17, 2011. Each party submitted a written argument, the last of which was received on September 13, 2011.

**ISSUES**

The parties were unable to stipulate to the statement of the issues, but agreed that I might state them. I state them as follows:

1. Did the Employer violate the agreement by not considering splitting available overtime shifts on routes to maximize overtime on Saturday, January 23, 2010, for Grievant Joy Mader?
2. If so, what is the appropriate remedy?

## FACTS

The Employer is a Wisconsin municipality. It operates a city bus system for the Appleton urban area. The Union has continuously represented non-supervisory drivers and other employees of the bus system for over twenty years. The bus system operates six days per week from approximately 6:00 a.m. until 10:00 p.m. Most, but not all, routes run through the downtown terminal, leaving that terminal either fifteen minutes to, or fifteen minutes after the hour. It is physically easy for drivers to change busses to assume a different route for overtime as to those busses running through downtown. The other routes which do not run into downtown do intersect at some point and it is possible to change drivers under some circumstances.

Grievant Joyce L Mader is a bus driver in the bargaining unit represented by the Union. She is one of the drivers with the most seniority. She filed a grievance alleging that although she was the senior employee she was denied some overtime which she was entitled to work.

The grievance is a representative grievance concerning allowing senior drivers the greatest opportunity to work available overtime hours by splitting available overtime shifts on routes with the emphasis on the senior driver working parts of available overtime routes reasonably available before or after the senior employee completes his or her bid shift.

The specific facts related to the Saturday, January 23, 2010 issue are the following. The drivers involved are, in order of their seniority, Bob Schilling, Grievant Mader, Union Steward Feavel and fill-in employee Kathy Kuepper. All of them notified the Employer that they were available for overtime all day, except Ms. Kuepper, who was available only from 7:00 a.m. until 3:30 p.m. Mr. Schilling and Ms. Mader each were regularly assigned to their bid routes, respectively Route 1 and Route 3, which were both scheduled from 7:55 a.m. to 12:25 p.m. Ms. Mader worked the full bid shift. Mr. Schilling did not work his full bid shift, but took over his bid route from a fill-in driver from 12:15 p.m. to 12:55 p.m.<sup>1</sup> He was assigned to perform overtime by filling the second shift of that route from 2:25 p.m. until 10:25 p.m. This resulted in 8 hours and 40 minutes of work for him outside his bid route which could or could not have been overtime. Ms. Mader was assigned to work 7.5 hours of overtime by performing Route 12 in the afternoon hours. Route 11 is a 7.5 hour a.m. route the first part of which operates about the same hours as Route 3. Mr. Kuepper was assigned to perform the entire schedule of the first shift of that route on overtime on January 23. Ms. Mader contends that she should have been assigned to transfer over and finish the schedule of Route 11 after she completed her assigned route, displacing the less senior employee. This would have given her 3 hours of overtime. She then contends that she should then have been assigned to the next full shift on Route 11 which would have given her another 7.5 hours of overtime. Instead, the route was assigned to Mr. Feaval. Mr. Schilling did not file a grievance. The Employer denied Ms. Mader's grievance based upon the policy which it

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<sup>1</sup> The small amount of additional time is not explained in the record.

recently adopted<sup>2</sup> prohibiting splitting the schedule of a route on overtime between drivers. Under the Employer's policy it declined to split the first shift of route 11. It did assign Ms. Mader to perform route 22 on overtime on the second shift which was about the same time as the afternoon shift of route 11, but one quarter hour longer.

Debra Ebben has been the Administrative Services Manager of the transit system since November, 2009. She had no experience in the transit system before she transferred to that position. She decided to personally take over all scheduling functions of the system because she believed those functions should be performed by management. Prior to the facts in this case, unit employees had always done the scheduling of unit drivers. Chris Doverspike, a driver in the bargaining unit, had done the scheduling since at least 2001. Ms. Ebben observed Ms. Doverspike over a three month period as she performed the scheduling, but was unable to discern a clear pattern as to Ms. Doverspike allocated overtime among drivers based upon seniority. Ms. Doverspike was unable to articulate how she did allocate the overtime among senior drivers other than to say that it was "all in her head." Ms. Ebben developed what she believed would be a good set of rules. One of these rules was that she would not split a route to give senior employees a maximum amount of overtime, but might do so if there were no other practical way to get all of the overtime performed as needed. The Employer changed from a two-shift system to a three-shift system in 2009, sometime after Ms. Ebben created the new scheduling procedure.

The grievance in dispute was properly processed through all of the steps of the grievance procedure to arbitration.

### **RELEVANT AGREEMENT PROVISIONS**

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#### **ARTICLE 33 DISTRIBUTION OF OVERTIME**

##### **33.1 Seniority**

Except as modified elsewhere in this Agreement, work outside the regular hours of work shall be offered to the senior available employees in that classification of the unit.

##### **33.2 Order of Distribution**

The order of the distribution of such work shall be determined as follows.

###### **A. Voluntary Distribution**

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<sup>2</sup> This is discussed more below.

1. Overtime will be handled on a voluntary basis whenever possible.
2. The Employer will provide the opportunity to volunteer for overtime work by posting overtime availability sheets. It is the responsibility of each driver to notify the Employer of the driver's availability by signing the overtime availability sheet no later than 12:00 noon the day before such work becomes available (12:00 noon Friday for Monday work.) In the following circumstances, a driver will also be allowed to telephone the Office (832-5555) to have his name added or deleted from the overtime availability sheet.
  - a. If the driver is not scheduled to work that day.
  - b. If an on-duty A.M. driver is not scheduled or is unable to return to the garage by the 12:00 P.M. signing deadline.
3. All extra work not covered by stand-by drivers will be assigned on the basis of seniority to those who have signed for work that day, provided that the driver must be available for at least two (2) hours or the duration of the work, if less than two (2) hours. Drivers will be assigned a shift and pieces of shifts which result in the most available hours going to the most senior driver. Drivers will not be assigned more than one full shift until all available drivers have been assigned a shift. Coverage and trippers are considered pieces of work, not shifts for this purpose. Drivers working two or more full shifts will be paid for each shift per the bid.
4. Any driver who signs the availability sheet and is assigned extra work or overtime at the time the daily boards are completed will be obligated to work that run or be subject to the miss-out provisions. If a driver is called about overtime work after the daily boards are completed he will have the option of accepting or declining the offered work.

**B. Involuntary Distribution**

1. Overtime may be assigned by the Employer on an inverse seniority basis.
2. Drivers who do not sign the availability sheet will, however, be assigned extra work or overtime only when the list of available drivers becomes exhausted. In that event, extra work will be

assigned first to anyone who missed-out on that day and then to the least senior driver who is not already scheduled to work. Part-time drivers hired after January 1, 1998 are subject to being inversed.

**C. Eligibility for Overtime Work.**

1. A driver who has bid a full week of vacation or a full week of floating holiday hours is ineligible for overtime work for that entire calendar week.
2. A driver who is on vacation or floating holiday for an entire day's work shift(s) is ineligible for any overtime work during the calendar day(s) he is off.
3. A driver who is on vacation or floating holiday for a shift or a multi-shift day is ineligible to work overtime during that shift. (NOTE: Drivers should indicate on the "Request for Time Off" form whether they are requesting off for the entire day or a single shift. If specific shifts are not indicated, it will be assumed the individual wants the entire day off. Drivers on all day vacation or holiday shifts are ineligible for overtime and inversal. Drivers on vacation or holiday for a single shift or multiple shift day are eligible for overtime and can be inversed outside of their vacation period.)

**33.3 Errors in Distribution**

Management will take all reasonable steps to ensure that overtime is distributed properly. The Employer, however, assumes no financial liability for errors in overtime assignments will result from employee instigated schedule changes after the final bid is posted.

**ARTICLE 34  
DISPATCHING PROCEDURES**

**34.1 Filling of Daily Vacancies**

- A. Daily vacancies will be assigned in the following order provided the driver is available for at least two (2) hours or the duration of the work.
1. Stand-by Drivers by rotation.
  2. Overtime by seniority.

3. Volunteers by seniority.
4. Miss-outs by inverse seniority.
5. Inverse Seniority.
  - a. First with drivers that are working that day.
  - b. If none, then with any driver on a scheduled day off.

Drivers who sign or volunteer for extra work on a scheduled day off shall be considered on a scheduled day off outside the hours they signed to work.

Stand-by drivers shall be considered to be on a scheduled day off when their hours are compensated for the week. A stand-by driver who is scheduled to work on a day in which they reach their maximum hours shall not be considered to be on a scheduled day off that day.

- c. Drivers who are on paid leave will not be subject to being inversed.

### **34.2 Overtime Restrictions**

- A. The following restrictions shall apply to the filling of all overtime work regardless of the status of the driver involved (i.e. stand-by, overtime, volunteer, miss-out or inverse seniority). For the purpose of this procedure, the term “most senior available driver” is defined to mean that driver who would be first out at that particular time according to the above described order of assignment.
  1. If the overtime available connects directly to (in front of or behind) a shift or other piece of work and does not result in a fragment of work less than two (2) hours in length, the overtime will be filled as stated above.
  2. If the overtime available connects directly to (in front of or behind) a shift or other piece of work and if given to the most senior available driver would result in a fragment of work less than two (2) hours in length, the overtime will be filled as follows:

- a. The overtime will be given to most senior available driver and the fragmented balance left (if it connects directly to a shift or other piece of work) will be filled by the next most senior available driver.
  - b. If a fragment of work left does not connect directly to a shift or other piece of work, the overtime available will be given to the next most senior available driver.
3. If the overtime work available has a report time before the most senior driver (in the order stated above) is available, then the next most senior available driver will fill the run until the more senior driver is available, but for not less than one and one-half (1½) hours driving time unless coming off a run.
  4. Except for overtime assignments, which overlap the regular work schedule, a driver will not normally be pulled involuntarily from his bid to replace another driver. The switching of driver assignments for overtime purposes may not, however, violate any provisions of Article 33 regarding the order of distribution of overtime.

. . . .”

### **POSITIONS OF THE PARTIES**

#### **Union**

Articles 33 and 34 are clear regarding voluntary overtime: the most senior, available driver will be given all hours they can work. The language, itself, demonstrates that the parties anticipated partitioning of available “runs” because the phrase “pieces of shifts” is in the language. The Employer interprets the agreement to provide “pieces of shift” unless an employee already has one overtime run. The history of the parties’ discussions in a prior advisory committee meeting demonstrate that the parties discussed this problem in 2001 and agreed that the language would be administered in the way the Union now argues unless the parties mutually agreed to a change in the collective bargaining agreement in subsequent negotiations. No change occurred in subsequent agreements. The parties continued after 2001 to continue to administer the agreement as the Union now contends it should be administered until the facts in this case.

The Employer has caused a slight increase in difficulty in scheduling by going from a two-shift schedule to a three-shift schedule. Nonetheless, it is practical to comply with the past scheduling system.

The Employer's argument that it is too difficult to comply with the agreement is without merit. First, the agreement allows the Employer to not schedule an overtime run if the driver is in a location which will not allow him or her to change to the overtime run. Second, drivers have testified that there is no difficulty in sharing runs. Changing runs is not difficult for drivers because they already know all of the routes and, in any event, they have a "paddle" with the routes on them when they drive. Ms. Ebben testified that it was possible to schedule drivers so that they can share runs for overtime purposes.

The Employer's position results in the forfeiture of employees' seniority rights. The legal maxim that "equity abhors forfeiture" means that the employees' property rights survive unless the Union specifically gives them up. There is no evidence that the Union ever did. There is no serious problem justifying abandoning the contract's seniority provision. Instead, the "problem" which really precipitated the issues in this case is that the Employer switched from a two-shift system to a three-shift system. Mr. Feavel testified that this increased the complexity of scheduling overtime. Ms. Doverspike, however, had performed the scheduling without a grievance having been filed over a similar issue. When Ms. Ebben took over the scheduling from Ms. Doverspike she never had a specific conversation about the issues in dispute. The only change which occurred was the person making the schedule. Besides reading a forfeiture of the seniority right into the agreement, the Employer's interpretation would read applicable language out of the agreement. Section 33.2(A)(3) states: "Drivers will not be assigned more than one full shift until all available drivers have been assigned a shift." The parties inserted the word "full" in that provision to prevent a driver from getting "full" shifts. The Union's grievance does not request two "full" shifts. The Union simply requests that the parties continue to follow what the advisory group recommended ten years ago, that the word "full" indicates that a senior driver "would also be assigned pieces of work which may have been part of an open full shift." Beyond erasing the word "full" the Employer's interpretation essentially deletes Article 34(a)(1) and (3), which discuss "pieces of work" and how the Employer must position runs. The Union requests that the grievance be sustained and that the Employer be ordered to pay the Grievant 2.75 hours of overtime pay.

### **Employer**

At the time of the grievance, the driver scheduling was performed by management, but prior to that it was performed by a unit employee, Ms. Doverspike. When Ms. Ebben, the Administrative Services Manager took over the scheduling process the employee who administered the process could not state how the process was conducted other than to state that it was "all in her head." Ms. Ebben observed the process and then converted it to a rational system which could be applied on a consistent basis every day. The Employer has adopted scheduling practices which give the most overtime to the most senior drivers based upon "availability" without having drivers hop from route to route. The Employer tries to keep drivers on the same route if possible so that they are familiar with the route and regular passengers. Under that policy available overtime shifts are assigned to drivers on an overtime basis only if they are available for the entire shift or the Employer has no other alternative to

split shifts.<sup>3</sup> Under this policy the process of scheduling can take anywhere from 45 minutes to three hours each day. The process contemplated by the Union has bus drivers “hopping” from bus to bus. Each change would require a determination as to whether there is an appropriate intersection between routes and the time between moves is not inordinate. Additionally, not each driver knows each route. In some cases, it would be inappropriate to assign a driver a route with which he or she is unfamiliar. This is a cumbersome and time consuming process.

Mr. Feavel’s proposed schedule assumes that Ms. Mader was the most senior driver. However, Mr. Schilling was the most senior driver.

Mr. Feavel’s contention that the scheduling has been done in the manner he has laid out is contradicted by the minutes of the 2001 labor-management meeting. The minutes show that management and the dispatchers were rejecting his view. There is no clear past practice, but instead, the evidence indicates that there have always been conflicts about the meaning of this agreement.

Mr. Feavel also alleged that the Employer complicated this issue by choosing to go from a two-shift system to a three-shift system. This is the Employer’s right. The fact that this change occurred demonstrates that the Employer’s scheduling practices have changed over time.

The Employer’s method of scheduling overtime creates clarity and consistency in the daily practice. It takes into account all the underlying provisions of the agreement and maximizes the number of overtime hours for senior employees based upon seniority and availability.

## DISCUSSION

### 1. Statement of the Issue

The Union states the substantive issue as:

Did the Employer violate the parties’ collective bargaining agreement when it failed to award driver Joyce Mader Route 11 on January 23, 2010?

The Employer states the substantive issue as:

Did the Employer violate the collective bargaining agreement when it scheduled drivers on January 23, 2010?

The parties agree that this case is intended to be representative of a main issue between the parties. The focus of the Union’s case is its desire to establish a precedent that the Employer

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<sup>3</sup> See, brief page 5, items 10 and 11.

must, with specific exceptions, always split routes available for overtime so as to maximize the overtime for the most senior available employee. The Employer is seeking to keep its newly adopted policy effectively prohibiting the splitting of available overtime shifts to maximize overtime opportunities for senior employees. The evidence submitted by the parties allows only the consideration of whether the Employer was required by the collective bargaining agreement to consider splitting available overtime shifts in order to award overtime to the grievant. I have stated the issues accordingly.

## 2. Standards

The responsibility of the arbitrator is to interpret and apply the agreement of the parties as they have written it. If a provision is ambiguous, the arbitrator has to determine what the parties intended when they wrote that provision. A provision in a collective bargaining agreement is ambiguous if it is fairly susceptible to more than one interpretation. An ambiguity can be patent; that is, obvious from the language itself. An ambiguity can also be latent; that is it becomes only apparent when it is applied to a set of facts. If the agreement is ambiguous it is the responsibility of the arbitrator to determine the correct interpretation and apply it. As is relevant here, the arbitrator looks to the context of the specific provision, the scheme of regulation of the agreement as a whole, the bargaining history of the provision, any agreement of the parties, and their “past practice.” The arbitrator also applies time honored principles of contract interpretation in order to make that determination.

The concept of “past practice” is defined and its application discussed in NAA, *The Common Law of the Workplace: The Views of the Arbitrators* Sec. 2.20 (BNA, 2d. Ed); see, also, Richard Mittenthal, “Past Practice and the Administration of Collective Bargaining Agreements” 1961 Proceedings of the National Academy of Arbitrators, page 31 (BNA, 1961). In essence, a “past practice” is a pattern consistently undertaken in recurring situations so as to evolve into an understanding of the parties.

## 3. Factual Issues

One reason that Ms. Ebben did not assign Ms. Mader as the Union alleges is because she decided to not “split” the morning shift for Route 11 into two pieces. Thus, she treated Ms. Mader as “unavailable for the entire morning route because she was working a different route for part of the same time. The other reason Ms. Ebben did not make a decision to not split the route is it allegedly would have given Ms. Mader more than two shifts in violation of Sec. 33.2(A)(3).<sup>4</sup> This is true even though she made overtime assignments by assigning the biggest full shift “available” to the most senior person.

The Employer partially contends that if the Union were correct in its theory, Mr. Schilling, not Ms. Mader, should have split the morning Run11 with Kuepper. The Employer did not attempt to assign the route to Mr. Schilling. Mr. Schilling did not file a

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<sup>4</sup> Tr. p. 50-1

grievance and the evidence is insufficient to conclude that Mr. Schilling should have been assigned the route. In any event, the point would be the same; the Employer would have had to split a route in order to give Mr. Schilling the maximum amount of overtime. The Employer did not consider splitting a full shift route in order to maximize the overtime for Grievant Mader or Schilling.

#### 4. Contract Interpretation

Article 33, Sec. 33.2(A)(3), provides in relevant part:

All extra work . . . will be assigned on the basis of seniority to those who have signed for work that day, provided that the driver must be available . . . . Drivers will be assigned a shift and pieces of shifts which result in the most available hours going to the most senior driver. Drivers will not be assigned more than one full shift until all available drivers have been assigned a shift.

The Union's proposed view divides an available overtime shift on a route essentially as first resort to maximize overtime, while the Employer emphasizes assigning full overtime shifts.<sup>5</sup> It starts its assignment process with the most senior employee and assigns the largest full shift available to him or her, provided, of course, the hours do not overlap the employee's regular shift. By contrast, the Union would look at all of the available overtime and divide shifts to give the senior employee the most overtime, then filling the remainder. In the Employer's view, a driver is not "available" for an overtime shift if he or she is working his or her regular run overlapping any part of the available shift. Because the Employer emphasizes assigning full shifts to the senior driver, the Employer views that its approach essentially administers the last sentence's "one full shift" approach correctly, while the Union's approach would frustrate that provision.

The scheme of regulation of the overtime scheduling provision is described more in detail in Article 34, particularly, Sec. 34.2(A)(3). This provision is very strong evidence that the parties intended to require the Employer to split shifts in the circumstances in dispute. In this regard, the first sentence of Sec. 34.2(A)(3), tends to contradict the Employer's position as to the meaning of the agreement in two ways. First, it demonstrates that the parties expressly intended that shifts be split. The first sentence states:

If the overtime work available has a report time before the most senior driver . . . is available, then the next most senior available driver will fill the run until the more senior driver is available, . . . .

In this regard, the agreement expressly contemplates that an available overtime shift be split.

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<sup>5</sup> References to the transcript of the hearing herein are marked "tr." See, Ebben, beginning at tr. p 47, especially lines 18-24, to page 48.

Second, if the term “available” as it is used in this section in regard to driver availability is meant to include the fact that an employee is working a shift which overlaps the starting of the overtime piece,<sup>6</sup> then this provision would expressly require the Employer to consider splitting shifts. I also note that, in any event, it is highly unlikely that this provision would have been drafted this way if the parties did not contemplate splitting shifts to maximize overtime for senior employees.

In this context, the available evidence of the history of the provisions in dispute and past practice supports the Union’s position. Driver Feavel has been active in the Union and in negotiations for many years. He testified that the provisions in dispute were the same in 2001 when the parties discussed the provision in a labor management meeting.<sup>7</sup> The notes reflect that the parties were having problems as to how far to go in dividing up work to maximize overtime for senior workers, but were in general agreement that splitting should occur.<sup>8</sup> It appears that dispute was adequately resolved and that splitting of routes did occur until the issue in dispute.

The second issue relates to the limitation in Sec. 33.2(A)3: “Drivers will not be assigned more than one full shift until all available drivers have been assigned a shift.” The parties agreed that the foregoing sentence was ambiguous in their labor management meeting in 2001 and that Mr. Feavel’s interpretation was a potential interpretation. The issue was minor in a two-shift system, but is more important now that the Employer operates on a three-shift system. The ambiguity which is in dispute now is slightly different. The sentence as the Union reads it would insert the word “overtime” before shift. Thus, an employee would theoretically work his or her full regular time shift and then be assigned one full overtime shift and nearly all of another shift before this limitation would come into effect. The Union’s view effectively reads this provision out of the agreement and is highly impractical. By contrast, the Employer’s view is that a senior employee may only receive one full overtime shift, before another volunteer gets at least some overtime is inconsistent with the prior sentence of the same provision. The better view is that it will allow some situations in which an employee might get more than one full shift of overtime before the limitation requires the Employer to give someone else a chance. It is proper to assign additional pieces of work when the senior employee’s straight time run is relatively short or the piece of overtime added to the full shift is relatively small, less than two hours.

## 5. Difficulty in Performance

The Employer’s chief objection to the Union’s position is that it leads to an inordinately complex and time consuming scheduling process. The issue addressed in this decision is whether the Employer is required to consider splitting available overtime shifts to maximize the available overtime for the most senior employee. It is possible for the Employer to

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<sup>6</sup> As opposed to the time he or she reports to work, leaves work, or has specified as times he or she is volunteering to perform overtime.

<sup>7</sup> Union exhibit 4

<sup>8</sup> See, third, fourth paragraphs.

consider doing so. The scheduling process is very long and cumbersome and may require that the parties consider changing the terms of the agreement. The issues involved herein are not the sole factors making the process cumbersome. Some of the difficulties in the process relate to the fact that the decisional process requires a considerable knowledge of the routes and potential transfer points, the decision process is iterative (requires trial and error), the process is manual, and a significant portion of it involves directly communicating the schedules to drivers. I conclude that it is possible to consider splitting shifts. Accordingly, the Employer violated the agreement when it did not consider splitting an available overtime shift in order to maximize the overtime for Grievant Mader.

## 6. Remedy

The next issue is whether the remedy should include an order making Grievant Mader whole for the lost time as specified by the Union. I conclude that either Grievant or Mr. Schilling would have received the time. Since Mr. Schilling did not grieve, the better view of the available evidence is that Ms. Mader would have gotten this work. In making this decision, I note that Sec. 33.2(A)3 provides:

Drivers will not be assigned more than one full shift until all available drivers have been assigned a shift.

In this case Ms. Mader worked 4.5 hours on her straight time run. The total additional piece of time would only result in Ms. Mader getting a total of 15 hours of work. This is because her first run was only 4.5 hours. Most runs are about 7.5 hours. The result with the additional piece is a total number of hours essentially equivalent to a full normal straight shift and a full overtime shift. Therefore, the remedy sought by the Union does not violate the one shift provision.<sup>9</sup>

## AWARD

The Employer violated Section 33.2 and other provisions of the collective bargaining agreement when it failed to consider splitting shifts to award Ms. Mader the greatest amount of overtime possible on Saturday, January 23, 2010. The Employer will cease and desist from violating the overtime provisions of the agreement and make Ms. Mader whole for the lost

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<sup>9</sup> It is important to note that the system the parties created is difficult to administer. No decision is expressed or implied as to whether a remedy requiring the Employer to pay an employee for overtime lost because of the provisions in dispute where that situation occurs because of a good faith error.

overtime. I reserve jurisdiction over the specification of the remedy if either party requests in writing, copy to the opposing party, that I do so within sixty (60) calendar days of the date of the award.

Dated at Madison, Wisconsin, this 19th day of January, 2012.

Stanley H. Michelstetter II /s/  
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Stanley H. Michelstetter II, Arbitrator

SHM/gjc  
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