

BEFORE THE ARBITRATOR

In the Matter of the Arbitration of a Dispute Between the

MILWAUKEE DEPUTY SHERIFFS' ASSOCIATION

and

COUNTY OF MILWAUKEE

Case ID: 161.0076

Case Type: MA

(Grievance No. 63949)

AWARD NO. 7986

Appearances:

Attorney Graham P. Wiemer, for the Association.

Attorney Melinda Lawrence, for the County.

ARBITRATION AWARD

I was assigned by the Wisconsin Employment Relations Commission to serve as the arbitrator as to an overtime grievance filed by the Milwaukee Deputy Sheriffs' Association against the County of Milwaukee. A zoom hearing was held on March 14, 2022. No transcript or other recording was made of the hearing. The parties filed written argument by May 13, 2022

ISSUE

The parties were unable to agree on a statement of the issue but authorized me to frame the issue after considering their respective positions. Having done so, I conclude the issue is best framed as:

Did the County violate the contract when it did not call in a Sergeant to work in the Court system on November 11-13, 2020 and, if so, what remedy is appropriate?

DISCUSSION

The County Sheriffs' Department provides security for the County courts. Court security personnel are overseen by a Captain, a Lieutenant and two Sergeants. On the three days in question, the Lieutenant and two Sergeants were all absent. The Captain concluded that security needs could be met by calling in a Lieutenant from the Patrol Division.

The Association argues that the Lieutenant was called in to fill one of the two Sergeant vacancies and that the contract obligated the County to use a Sergeant. The County concedes that if it had filled a Sergeant vacancy, it would have been contractually obligated to call in a Sergeant. However, the County contends that the Lieutenant was called in to fill the Lieutenant vacancy so there was no contract violation. I conclude that the County is correct.

The evidence presented did not make clear what, if any, distinction there is between the Court security duties of the Lieutenant and the two Sergeants. If there is a clear distinction and the Lieutenant who was called in performed the duties of a Sergeant, then the Association would be correct that the contract was violated. However, I do not have such evidence in the record. Absent such evidence, I have no basis for rejecting the County's plausible contention that the Lieutenant was called in to fill the Lieutenant vacancy. Therefore, I conclude that the County did not violate the contract.

Issued at the City of Madison, Wisconsin, this 28th day of July, 2022.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

Peter G. Davis, Arbitrator