

AFSCME Council 24
WISCONSIN STATE EMPLOYEE UNION, AFL-CIO
Arbitration Award Summary

WON:		CONTRACT	1995-97
LOST:	XXX	CASE NO.:	14537
SPLIT:		VOLUME:	11-2
ISSUE:	MISSED OVERTIME	PROVISIONS:	LOCAL AGREEMENT
ARBITRATOR:	GRENIG	LOCAL:	3394
HEARD:	1/21/97	BARG. UNIT:	S&PS
AWARD:	1/25/97	EMP. UNIT:	DOC-CCI

This matter was heard under the expedited arbitration procedure contained in the Agreement and is, therefore, non-precedential.

The Grievant is a Correctional Officer at Columbia Correctional Institution and worked as a 'floater' from 1:00 p.m. to 9:00 p.m. The Grievant filed a number of grievances alleging that the Employer had violated the local agreement when it did not allow him to work overtime assignments from 6:00 a.m. to 2:00 p.m. during the time he was a floater.

The Employer argued that one exhibit containing the overtime sign-up sheets and the hiring logs were incomplete, misleading, and self-serving. Relating to proposed new language in the 1996 Local Agreement the Employer stated that the proposal was for the purpose of clarification. The Employer pointed out that the Grievant was the only employee who had ever challenged the Employer's interpretation of 'eligible' employee. The Employer acknowledged that it was possible that mistakes were made in previous assignments.

The Union argued that there was no past practice supporting the Employer's position and that the Employer had called overtime any way it saw fit for a long time. The Union asserted that the Employer's 1996 proposal showed it felt the need to add language to the Local Agreement supporting its position regarding eligibility. The Union asked for cash payment because the Employer's actions were intentional and not errors.

The Arbitrator found that, in the absence of limiting contract language, the Employer could determine whether to schedule overtime for any reasonable period of time. He also found that the more reasonable interpretation of the term "eligible employee" was that it included the requirement that the employee be available for the entire overtime shift. The Arbitrator concluded that there was no binding past practice between the parties concerning this matter. The Grievant was not an eligible employee under the terms of the Local Agreement. However, the Employer may have violated the Local Agreement on at least one occasion by assigning a less senior officer who was regularly assigned to work 1:00 p.m. to 9:00 p.m. to an overlapping overtime shift.

The grievance was denied with the proviso that, if the Union could show the employer the specific dates on which this occurred, then the Grievant was entitled to relief under the Local Agreement.