

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

WON:	XXX	CONTRACT	1995-97
LOST:		CASE NO.:	15444, 15445
SPLIT:		VOLUME:	11-22
ISSUE:	FORCED OVERTIME	PROVISIONS:	ARTICLE VI, SECTION 2
ARBITRATOR:	GRENIG	LOCAL:	18
HEARD:	6/11/98	BARG. UNIT:	S&PS
AWARD:	6/20/98	EMP. UNIT:	DOC-WCI

This case was heard under the expedited arbitration procedure contained in the Agreement and is, therefor, non-precedential.

On two occasions in 1997, the Employer assigned the Grievants to work forced overtime in violation of the collective bargaining agreement. The grievances were timely filed protesting the assignments and asking for eight hours of sabbatical time for each of the violations. The Employer recognized that an error occurred, but believed that the remedy requested by the Union was not reasonable.

The Employer argued that the remedy was excessive. There was no intent to violate the contract. The Employer suggested the proper remedy was to exempt the Grievants from the next forced overtime.

The Union stressed the importance of protecting the integrity of the collective bargaining agreement. It argued that, because the Employer violated the contract, there should be a remedy imposed so that the Employer was deterred from further contract violations.

Although the Arbitrator felt that granting sabbatical leave would go beyond compensating the Grievants for their direct monetary losses, he felt there should be some remedy for the Employer's errors both to compensate the Grievants for the disruption and loss of time caused by the Employer's errors and to encourage the Employer to reduce the frequency of erroneous assignments of forced overtime. He also rejected the Employer's suggested remedy.

The Arbitrator ordered that the Grievants be given the choice between not being forced to work overtime the next time the employee was eligible to be forced and taking a leave without pay at a mutually agreeable time.

The grievances were sustained.