

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

WON:	XXX	CONTRACT	1995-97
LOST:		CASE NO.:	15459, 15797
SPLIT:		VOLUME:	11-24
ISSUE:	TRANSFER POSTING	PROVISIONS:	ARTICLE VII, SECTION 1
ARBITRATOR:	GRENIG	LOCAL:	1005
HEARD:	6/18/98	BARG. UNIT:	S&PS
AWARD:	6/26/98	EMP. UNIT:	DOC-FLCI

This case was heard under the expedited arbitration procedure contained in the Agreement and is, therefor, non-precedential.

In May of 1997, the Employer posted a new position as Armory/Relief Secured Work Crew. The posting provided for a flexible shift schedule with ten-hour days only when relieving work crew. It also provided that the person holding the position would have Saturdays, Sundays, and holidays off. Nine CO 3s signed the posting, five of which had more seniority than the sergeant who was selected. The five more senior sergeants withdrew their candidacy after more details regarding the position were explained to them. The Union filed a grievance claiming that the Employer had manipulated the shift schedule and special requirements in such a way to discourage more senior sergeants from signing the posting. Later, the Union filed another grievance claiming that the schedule being worked was not the schedule that was posted.

The Employer argued that the information on the posting was accurate and that the position was offered in seniority order. According to the Employer, the hours for the position were explained and management responded to questions.

The Union argued that when the Employer created the Armory position, it "hand-selected" the person it wanted for the position. The Union claimed that the Employer tried to make the position so undesirable that senior officers would decline the position.

The Arbitrator noted that the information on a posting included in accordance with Section 7/1/1 must be reasonably accurate so that an interested employee will have sufficient information to make a decision. He found that, in this case, the information did not appear to be as complete and accurate as contemplated by the Agreement. The Arbitrator concluded that the Employer had violated the contract as alleged in the grievances. The Employer was directed to repost the Armorer position in accordance with the parties' collective bargaining agreement, specifying with reasonable accuracy and completeness the special requirements for the position.

The grievances were sustained.