

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

<b>WON:</b>		<b>CONTRACT:</b>	'99-'01
<b>LOST:</b>		<b>CASE NO.:</b>	18015
<b>SPLIT:</b>	<b>XXX</b>		
<b>ISSUE:</b>	OVERTIME ASSIGNMENT	<b>PROVISIONS:</b>	Art. 6 Section 2; Local Agreement
<b>ARBITRATOR:</b>	HERMAN TOROSIAN	<b>LOCAL:</b>	3777
<b>HEARD:</b>	8/29/03	<b>BARG. UNIT:</b>	SPS
<b>AWARD:</b>	9/15/03	<b>EMP. UNIT:</b>	DOC – RCI

**This is an expedited non-precedential award.**

This case involves 26 assignments of forced overtime to Correctional Officer 2s to perform Correctional Officer 3 (Sergeant) work.

The Union argued that Sections 6/2/4 and 6/2/5 of the contract mandate that overtime assignments be made within classifications. The Union also argued that the Local Agreement also stated that overtime assignment was to be by classification and noted that there were separate overtime sign-up books for Officer 1/2 and Officer 3. The Union argued that assignment was to be by classification for scheduled, unscheduled, and forced overtime. The Union also argued that the operational needs allowance for the Employer to assign employees out of classification applied to straight time and not to overtime.

The Employer argued that the Local Agreement makes clear that in cases of operational needs the Employer can schedule an Officer 1 or 2 into an Officer 3 post. The Employer noted that such assignments were regularly made at other correctional institutions throughout the state. The Employer also argued that the Union did not sustain its burden of proof that a violation occurred. The Employer asserted that the Union was not able to establish who should have been assigned overtime if not the grievants.

The Arbitrator found that the plain reading of contract sections 6/2/4 and 6/2/5 required that overtime assignments be made within classifications. The Arbitrator found that the Local Agreement also required overtime assignments to be within classifications, noting the explicit language concerning employee classifications and the requirement of separate overtime sign-up books for separate officer classifications. The Arbitrator found that according to the Local Agreement, staff can cross classifications for the purpose of securing a replacement for overtime work. The Arbitrator concluded that overtime assignments should be made within classifications, except that for purposes of replacement, out of classification assignments are allowed. The Arbitrator concluded that the 26 grievances in this case were in violation of the collective bargaining agreement, but stated that they would be permissible if they were made to meet an emergency or the operational needs of the employer and stated that the burden was on the Employer to establish an emergency or operational need, which it had failed to do in this case.

The Employer was to make the Grievants whole by granting each Grievant compensatory time equal to ½ the hours worked as agreed to by the parties.