

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

<b>WON:</b>		<b>CONTRACT:</b>	'01-'03
<b>LOST:</b>		<b>CASE NO.:</b>	19269, 19268, 19270
<b>SPLIT:</b>	XXX		
<b>ISSUE:</b>	OVERTIME & VACATION TIME	<b>PROVISIONS:</b>	Art. 6/ 2; Art. 11/ 1, 2; Art. 13/ 6
<b>ARBITRATOR:</b>	JAY E. GREINIG	<b>LOCAL:</b>	122
<b>HEARD:</b>	10/18/05	<b>BARG. UNIT:</b>	SPS
<b>AWARD:</b>	11/13/05	<b>EMP. UNIT:</b>	DOC – GCI

**This is a non-precedential expedited award.**

The Grievant in this case was a Correctional Sergeant at the Cordon Correctional Institution. The Grievant believed that the captain was assigning vacation time in a discriminatory manner. He also believed that because of the manner in which overtime was assigned, the sergeants were denied overtime opportunities. In case 19268, the Grievant alleged that a sergeant and a captain transported an inmate solely to avoid the payment of overtime. In case 19269, the grievance alleged that the Grievant was denied leave time. In case 19270, the Grievant alleged that employees were scheduled so as to minimize the Grievant's overtime opportunities.

The Union claimed that the Employer improperly denied employees overtime and vacation, disregarded the contract, and threatened persons who filed grievances. The Union sought compensatory time for seven sergeants at GCI.

The Employer contended that the relief the Union sought was not appropriate. The Employer argued that there was no evidence that the Captain discriminated against the Grievant on any basis. The Employer argued that it was reducing overtime at the time in question and did not offer overtime to anyone else. The Employer asked that the grievances be denied.

With respect to the grievance concerning denial of overtime opportunities, the Arbitrator noted that management is only required to follow the procedures for assigning overtime if the Employer first determines that overtime is necessary. The Arbitrator concluded that in this case, management never determined that overtime was necessary. The Arbitrator noted that although some supervisory personnel performed some duties also performed by bargaining unit members, evidence did not show that any supervisory personnel performed work in overtime status that should have been performed by bargaining unit employees. The Arbitrator did find that the Employer violated the contract with respect to the assignment of vacation time, but since the Arbitrator found no evidence of compensable financial loss, the employees were not entitled to financial relief.

The Arbitrator directed the Employer to comply with the collective bargaining agreement when assigning overtime.