

BEFORE THE ARBITRATOR

 :
 In the Matter of the Arbitration :
 of a Dispute Between :
 :
 WINNEBAGO COUNTY SHERIFF'S : Case 215
 PROFESSIONAL POLICE ASSOCIATION : No. 47002
 : MA-7129
 :
 and :
 :
 WINNEBAGO COUNTY (SHERIFF'S DEPARTMENT) :
 :

Appearances:

Mr. Patrick J. Coraggio, Labor Consultant, Labor Association of Wisconsin, 2825 N. Mayfair Road, Wauwatosa, Wisconsin 53222, for the Association.
 Tomlinson, Gillman & Ridders, S.C., 315 Wisconsin Avenue, Madison, Wisconsin 53701-2075 by Ms. Leslie F. Kramer, for Employee Roger Koepp.
Mr. John N. Bodnar, Corporation Counsel, Winnebago County, 415 Jackson Street, Oshkosh, Wisconsin, 54903-2308, for the County.

RULING DENYING MOTION TO INTERVENE
 IN ARBITRATION PROCEEDINGS

The Association and County are signatories to a collective bargaining agreement providing for final and binding arbitration. Pursuant to the parties' request, the Wisconsin Employment Relations Commission, on February 27, 1992, appointed Jane B. Buffett, a member of its staff to hear and decide a dispute regarding the interpretation and application of said agreement. On November 5, 1992, Roger Koepp, a member of the bargaining unit represented by the Association, requested leave to intervene in the arbitration. The parties stated their positions regarding the request. Having considered the arguments of the parties, the Arbitrator now issues the following

RULING

Both the Association and the County object to the motion, arguing that employe Koepp lacks standing to intervene because he is not a party to the collective bargaining agreement. The County additionally points out the agreement does not provide for arbitration of disputes between individual employes and the Union or individual employes and the County.

Koepp relies upon a provision of the Wisconsin Administrative Code, s. ERB 10.12(2) Wis. Adm. Code, asserting that he has an interest in the dispute. Further, he distinguishes between standing to initiate an arbitration proceeding and standing to intervene in a dispute once it has been submitted to arbitration.

RULING

The provision of the Rules of the Employment Relations Commission is inapposite in this case. Sec. ERB 10.01 Wis. Adm. Code provides:

ERB.10.01 Purpose and construction. These rules govern the conduct of all proceedings involving municipal employment relations before the Wisconsin employment relations commission and before fact finders, appointed pursuant to commission action, in municipal employment disputes. (Emphasis added).

The instant dispute is not before the Wisconsin Employment Relations Commission. The Commission provides members of its staff to serve as arbitrators; however, when staff members serve as arbitrators, they are conducting proceedings under the authority of the parties' collective bargaining agreement, not the jurisdiction of the Wisconsin Employment Relations Commission. It necessarily follows that Chapter ERB 10, Wis Adm. Code, does not govern Arbitration proceedings.

Koepp's right to intervene, then, is determined by the parties' contract. Only the Association and the County are parties to the contract. Furthermore, whereas Step One of the Grievance procedure allows an employe as well as the Association to present a grievance, Step Three provides that the Association presents the County with notice to arbitrate, reinforcing the general proposition that the labor organization owns the grievance.

Even considering Koepp's argued distinction between the right to submit a dispute to arbitration and the right to intervene in an arbitration proceeding, the motion to intervene must fail. Absent unusual circumstances, not present here, employes cannot intervene in arbitration proceedings. 1/ Furthermore, the instant parties have asserted their rights to exclude intervention. Employe Roger Koepp does not have the right to become a party to arbitration proceedings between the County and the Association.

In the light of the above reasoning, it is the Arbitrator's

RULING

The request to intervene is hereby denied.

Dated at Madison, Wisconsin this 23rd day of December, 1992.

By _____
Jane B. Buffett, Arbitrator

1/ In re Seeman Brothers, Inc., NY Sup. Ct., July 1, 1960, 34 LA 761.