

BEFORE THE ARBITRATOR

In the Matter of the Arbitration
of a Dispute Between

TEAMSTERS LOCAL UNION NO. 43

and

RACINE COUNTY

Case 165
No. 53454
MA-9362

Appearances:

Mr. Ted L. Mastos, Business Agent, on behalf of the Union.

Mr. Kenneth Adams, on behalf of the County.

ARBITRATION AWARD

The above-entitled parties, herein "Union" and "County", are privy to a collective bargaining agreement providing for final and binding arbitration. Pursuant thereto, hearing was held on November 20, 1995, in Racine, Wisconsin. The hearing was not transcribed. There, the parties jointly agreed that I would resolve all issues relating to the abolition of the prior Storekeeper's position and creation of the new Inventory Control Clerk position. I there issued a bench decision, which this Award augments.

DISCUSSION

As stated at the November 20, 1995, hearing, I find that the overall dispute between the parties should be resolved as follows:

1. The Union's prohibited practices complaint against the County, Case No. 161, No. 52838, MP-3051, is dismissed with prejudice.
2. The grievance involving Phil Trimmerger and abolition of the prior Storekeeper position is dismissed with prejudice.
3. The position of Inventory Control Clerk is accreted to the bargaining unit effective December 1, 1995.
4. The rate of pay for the Inventory Control Clerk position is set at \$13.50 an hour effective December 1, 1995. This new rate is not retroactive. The rate shall increase to \$14.05 an hour effective January 1, 1996.

5. The County shall immediately repost the Inventory Control Clerk position and award it pursuant to the posting procedures set forth in Article 6.01 of the contract.

6. Said position shall not require a Commercial Driver's License.

7. Said position shall not be subject to the equalized overtime provisions of the contract or to the minimum vacation staffing requirement set forth in the contract.

8. Said position shall not be subject to the contractual Night Watch requirement and it will not be used to replace any of the normal duties performed by the Night Watchman.

Lastly, and in order to resolve any disputes which may arise over application of this Award, I shall retain my jurisdiction for at least sixty (60) days.

Dated at Madison, Wisconsin, this 12th day of December, 1995.

By Amedeo Greco /s/
Amedeo Greco, Arbitrator

RACINE COUNTY (APPENDIX)

1. The Inventory Control Clerk shall be accreted to the bargaining unit effective 12/1/95, at a rate of \$13.50. As of 1/1/96, the rate shall be \$14.05.
2. The job will be posted per the contract, Article 6.01 after 12/1/95, per existing qualifications as established by the County.
3. The Inventory Control Clerk position will not be subject to the requirements of Article 28.02; Article 9.04; Letter of Understanding #3 and Article 10.02 (d) and the minimum staffing for vacations as set forth in Letter of Understanding No. 2.
4. All litigation regarding creation of inventory control clerk is resolved with prejudice.
5. The Inventory Control Clerk will not be called in on overtime to send nightwatch personnel out on plowing operations.
6. I will retain jurisdiction.