

IN THE MATTER OF THE ARBITRATION BETWEEN

AMERICAN FEDERATION OF	)	MINNESOTA BUREAU OF
STATE, COUNTY AND	)	MEDIATION SERVICES
MUNICIPAL EMPLOYEES,	)	CASE NO. 10-PA-0085
COUNCIL 65, LOCAL 791,	)	
	)	
	)	
Union,	)	
	)	
and	)	
	)	
THE CITY OF HIBBING,	)	DECISION AND AWARD
	)	OF
Employer.	)	ARBITRATOR

APPEARANCES

For the Union:

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On September 9, 2010, in Hibbing, Minnesota, a hearing was held before Thomas P. Gallagher, Arbitrator, during which evidence was received concerning a grievance brought by the Union against the Employer. The grievance alleges that the Employer violated the labor agreement between the parties by assigning work to non-Union employees that is reserved by the

agreement to bargaining unit members. Post-hearing written argument was received by the arbitrator on October 14, 2010.

#### FACTS

The Employer is the City of Hibbing, a northern Minnesota city. For many years, the Employer and the Union have been parties to a series of labor agreements, including an agreement with a stated duration from January 1, 2007, through December 31, 2009. The parties agree that the 2007-2009 labor agreement continues in effect, and I may sometimes refer to it as the "current labor agreement."

Below, I set out Article I of the current labor agreement, by which the Employer recognizes the Union's right to act as exclusive representative of certain employees of the Employer:

City of Hibbing, Minnesota, hereby recognizes Local 791, American Federation of State, County and Municipal Employees, AFL-CIO, as the exclusive representative for collective bargaining purposes of all regular, full-time and part-time employees as they are defined and set forth in the Public Employment Labor Relations Act for the State of Minnesota, hereinafter referred to as the PELRA. Excluded from such unit are elected officials, employees of the Fire and Police Departments, City Attorney, City Engineer, supervisory employees, confidential employees, Building Official, and City Planner.

Three other unions represent employees of the Employer. One represents employees of the Police Department, and another represents employees of the Fire Department. The Minnesota Association of Professional Employees ("MAPE") represents employees who have some supervisory and managerial functions.

During the latter part of 2008, the Employer anticipated a shortfall in revenue caused by a reduction in several kinds of

financial aid. In an effort to reduce expenditures without laying off personnel, the Employer decided not to fill several positions that had recently become vacant and to combine the duties of several other positions. In late 2008, Peter Hyduke, who had been the incumbent in the position of Park Supervisor,\* was promoted to become Public Works Superintendent. At the time, the Park Supervisor's position was included in the bargaining unit represented by MAPE.

In early December of 2008, the Employer's Staffing Efficiency Committee (the "Staffing Committee"), recommended combining the duties of the now vacant position of Park Supervisor with the duties of the Golf Course Superintendent. The incumbent in the Golf Course Superintendent's position was Kraig J. Stolhammer. He had held that position for twelve to fifteen years, during which time the position was included in the bargaining unit represented by the Union (sometimes hereafter, referred to as "AFSCME").

The Staffing Committee's original proposal (the "Original Proposal"), as expressed in a memorandum to the Mayor and City Council dated December 10, 2008, proposed 1) to combine the former duties of the Park Supervisor's position with the former duties of the Golf Course Superintendent's position, 2) to place

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\* I note that the evidence and argument use varying titles to refer to this position, i.e., the one vacated by Hyduke, including "Park Maintenance Supervisor," "Park and Recreation Supervisor" and sometimes, "Park Maintenance Superintendent." For consistency, I refer to it by the title, "Park Supervisor."

the vacant Park Supervisor's position "on hold until formal abolishment with the MAPE union," 3) to change the title of the Golf Course Superintendent's position, as the surviving position, to "Park Maintenance Lead Person," 4) to raise the hourly rate of pay of that position from \$18.78 to \$22.34, 5) to place it in the bargaining unit represented by AFSCME, and 6) to authorize "a paid Golf Course Internship program (\$8-\$9 per hour)."

The memorandum of December 10, 2008, stated that the Staffing Committee met with representatives of the Union on December 9, 2008, and that those representatives agreed to support the Original Proposal at a meeting of the Union's membership to be held on December 16, 2008, where the membership would vote to approve or reject it. The representatives of the Union who met with the Staffing Committee were John G. Sporer, the Union's President, and Timothy Hoshal, a Union Business Representative.

On December 16 or 17, 2008, the City Council approved the Original Proposal. On December 17, 2008, Sporer sent an email to Theresa J. Tourville, the Employer's Director of Human Resources, notifying her that the Union's membership had "turned down" the Original Proposal. Sporer's email stated that "the problems included the rate of pay, the supervisory elements, the bringing in of an intern and a few others I don't want to repeat. I think Tim [Hoshal] is going to send you an official letter on this."

Tourville testified that she received no letter from Hoshal and that, on December 18, 2008, Richard Nelson, a Business

Representative for MAPE called her and said that he heard that the Union had turned down the new combined position. He said that MAPE would like to have the new position included in its bargaining unit. Nelson and Tourville met that day, and Tourville accepted Nelson's proposal (the "Amended Proposal"), subject to the approval of the City Council. They agreed that the job title should be changed from Park Maintenance Lead Person, as suggested in the Original Proposal, to Park Maintenance Foreman, with the hourly rate of pay set at \$22.34, the same rate as suggested in the Original Proposal. The City Council approved the Amended Proposal on January 12, 2009.

Tourville had a job description for the combined position prepared on December 18, 2008, using the title, Park Maintenance Foreman. (I set out the significant features of the several relevant job descriptions below.)

On January 22, 2009, the Employer posted the combined position for bidding, using the title, Park Maintenance Foreman. Stolhammer was the only bidder for the position. On February 5, 2009, he filled it as a member of the MAPE bargaining unit.

Tourville testified that, because the labor agreement with the Union required posting of the old position of Golf Course Superintendent as a vacant position, it was posted on February 3, 2009. Though there were bidders for the position, it has not been filled because the City Council put the position "on hold."

On May 5, 2009, the Union brought the present grievance as a "class action" grievance, relevant parts of which are set out below:

Statement of Grievance: List applicable violation:  
Article I Recognition & Article XVI General Provisions -  
Section 6 - Bargaining Unit Work and all other applicable  
articles. Using a supervisor to do bargaining unit work  
and not filling a bargaining unit job.

Adjustment required: To stop doing bargaining unit work  
as of April 27, 2009 and to make the group whole by  
giving the job to the senior qualified applicant.

Article I of the labor agreement, its Recognition  
provision, is reproduced above. The other provision alleged by  
the grievance to have been violated, Article XVI, Section 6, is  
set out below:

Bargaining Unit Work. Non-AFSCME bargaining unit  
employees of the City of Hibbing shall not perform  
bargaining unit work at any time, except in the event of  
a declared City, State or National disaster. This  
restriction applies to any employees serving as temporary  
foreman for the City of Hibbing.

Relevant excerpts from the most recent job description of  
the Golf Course Superintendent, which is dated March 11, 2003,  
are set out below:

#### GOLF COURSE SUPERINTENDENT

REPORTS TO - Director of Parks & Recreation and [Park  
Supervisor]

#### SCOPE OF POSITION

General Statement of Duties: Direct and perform  
maintenance activities at the Municipal Golf Course in a  
manner that is consistent with current golf course  
standards.

Supervision Received: Works under the administrative  
direction of the Director of Parks & Recreation and [Park  
Supervisor]

Work Environment: Both indoor and outdoor all weather  
conditions; handling of pesticides, fertilizers, fuels  
and cleaners.

Supervision Exercised: Exercises general and technical  
supervision and training over golf course.

#### PERFORMANCE RESPONSIBILITIES

The following list is not intended to be all inclusive,  
as duties will vary depending upon the direction of the  
Director of Parks & Recreation and [Park Supervisor]

- Provide direction to staff in completion of daily tasks to assure effective performance, time, and resource utilization.
- Prepare work schedules and maintenance activities so they have the flexibility of being revised due to changes in golf course revenues, weather conditions, and golf course use patterns.
- Train part-time and seasonal employees with respect to operating equipment, safety requirements, and work procedures.
- Resolve citizen complaints by implementing an appropriate solution, and if necessary, referring it to supervisor.
- Plan and implement long-term improvements at the golf course, i.e., tree planting, ditching, bridge work, and fairway drainage.
- Perform other duties as assigned by immediate supervisor.
- Meet seasonally with golf course club representatives regarding short- and long-term issues. . . .

KNOWLEDGE, SKILLS AND ABILITIES

- Considerable ability to communicate tactfully and effectively both orally and in writing with state regulatory agencies, county regulatory agencies, elected officials, City staff, and the general public.
- General knowledge of electrical principles.
- General knowledge of plumbing and irrigation systems.
- Moderate physical exertion. Ability to lift and carry 55 lbs.
- Ability to obtain and maintain pesticide applicator's license within 12 months.
- Ability to obtain and maintain a valid Class B CDL license.
- Ability to obtain and maintain phosphorus training.
- Ability to read and understand MSDS sheets.

MINIMUM QUALIFICATIONS

- High school diploma or GED Equivalent
- Subject to random drug and alcohol testing.
- Must secure Class B CDL license within 30-day trial period.
- Minimum five years turf related experience in golf course or park maintenance.

The job description of the Park Maintenance Lead Person, the title of the combined position used in the Original Proposal, is dated December 10, 2008. Relevant excerpts are set out below:

PARK MAINTENANCE LEAD PERSON

REPORTS TO - Director of Parks & Recreation.

### SCOPE OF POSITION

General Statement of Duties: To assist in the supervision and provide work direction to full and part time employees. Schedule maintenance responsibilities and coordinate resources to assure effective, efficient completion of construction, repair and maintenance activities of department owned equipment, facilities, systems and properties. Works directly with staff while providing direction to Park and Recreation staff.

Supervision Received: Works under the administrative direction of the Director of Parks & Recreation.

Work Environment: Works with and performs duties and tasks both indoor and outdoor all weather conditions; handling of pesticides, fertilizers, fuels and cleaners.

Supervision Exercised: Exercises general and technical supervision and training over golf course and Park Department staff.

### PERFORMANCE RESPONSIBILITIES

The following list is not intended to be all inclusive, as duties will vary depending upon the direction of the Director of Parks & Recreation.

- Provide direction to staff in completion of daily tasks to assure effective performance, time, and resource utilization.
- Prepare work schedules and maintenance activities so they have the flexibility of being revised due to changes in golf course revenues, weather conditions, and golf course use patterns.
- Train part-time and seasonal employees with respect to operating equipment, safety requirements, and work procedures.
- Resolve citizen complaints by implementing an appropriate solution, and if necessary, referring it to supervisor.
- Ability to work effectively with user groups.
- Ability to construct budget proposal for the Golf Course and Park Department to include monitoring the budget, capital planning for the budget and present proposal to the Director for approval.
- Take initiative to implement solutions for improving day to day work operations.
- Plan and implement long-term improvements at the golf course, i.e., tree planting, ditching, bridge work, and fairway drainage.
- Perform other duties as assigned by immediate supervisor.
- Meet seasonally with golf course club representatives regarding short- and long-term issues. . . .

### KNOWLEDGE, SKILLS AND ABILITIES

- Considerable ability to communicate tactfully and effectively both orally and in writing with state regulatory agencies, county regulatory agencies, elected officials, City staff, and the general public.

- General knowledge of electrical principles.
- General knowledge of plumbing and irrigation systems.
- Moderate physical exertion. Ability to lift and carry 55 lbs.
- Ability to obtain and maintain pesticide applicator's license within 12 months.
- Ability to obtain and maintain a valid Class B CDL license.
- Ability to obtain and maintain phosphorus training.
- Ability to read and understand MSDS sheets.

MINIMUM QUALIFICATIONS

- High school diploma or GED Equivalent
- Subject to random drug and alcohol testing.
- Three years supervisory experience.
- Must secure Class B CDL license within 30-day trial period.
- Two year Associate Degree in Park Management preferred.
- Minimum five years turf related experience in golf course or park maintenance.

As I have noted above, the job description of the Park Maintenance Foreman, the title of the combined position used in the Amended Proposal, was developed on December 18, 2008, when Tourville met with Nelson and agreed tentatively that the position should be included in the MAPE bargaining unit. Except for the additions that I set out below, the Park Maintenance Foreman's job description is the same as the job description of December 10, 2008, for the then proposed AFSCME position of Park Maintenance Lead Person, as set out above. The text below was added on December 18, 2008, when it was tentatively decided to include the position in the MAPE bargaining unit; except for the headings, I do not repeat the text that was not changed:

PARK MAINTENANCE FOREMAN [ADDITIONS]

SCOPE OF POSITION

General Statement of Duties: Supervise and assist in providing] work direction to full and part time employees. . .

PERFORMANCE RESPONSIBILITIES

- Monitor operations to ensure compliance with applicable laws, regulations, rules, and policy.

KNOWLEDGE, SKILLS AND ABILITIES

- Considerable ability to plan and analyze department operations, develop alternatives, and determine cost and aid in the determination of fee schedules.
- Considerable ability to perform mathematical calculations, to analyze data, and to prepare reports.
- Considerable ability to organize, plan, and direct the work of staff.
- Considerable ability to work independently.

Both parties presented evidence describing the tasks that Stolhammer has done since February of 2009, when he became the Park Maintenance Foreman. Ray L. Niskanen, an Equipment Operator and the Vice President of the Union, testified that he has seen Stolhammer doing the following tasks on the golf course since he became the Park Maintenance Foreman, tasks that Stolhammer also performed when he was the Golf Course Superintendent:

Pesticide application  
Mowing  
Changing the holes on the greens  
Cutting the greens  
Work on the irrigation system  
Preparing the golf course for the summer  
Winterizing the golf course  
Grooming ski trails  
Cleaning off the hockey rinks in the park system

Niskanen testified that the latter two tasks, though not done on the golf course, were tasks that Stolhammer, who was not laid off when the golf course closed for the winter, did in the winter months as the Golf Course Superintendent.

Sporer testified that he has seen Stolhammer perform the tasks listed above when Stolhammer was the Golf Course Superintendent, but that he had no knowledge whether Stolhammer has continued to perform them since he became the Park Maintenance Foreman. Sporer also testified that he and Brian J. Redshaw, City Administrator, collaborated in drafting the job description for the Golf Course Superintendent that is dated May 17, 1999,

which is substantially the same as the current job description for that position, set out above. Sporer testified that, during the years that Stolhammer was the Golf Course Superintendent, he saw Stolhammer perform all of the tasks listed in the job description.

In addition, Sporer testified that, since the present grievance was initiated, he has discussed it with Redshaw and that Redshaw said that the grievant was only spending about 15% of his time doing the work he did as the Golf Course Superintendent. According to Sporer, in doing so, Redshaw referred to that work as "bargaining unit work," but Sporer conceded that he and Redshaw differed in their understanding of what was "bargaining unit work."

Stolhammer testified that he is the only City employee who has a license to apply pesticides, that he has applied them to the golf course since 1993, that he has continued to apply them to the golf course since he became Park Maintenance Foreman -- four times in 2009 and once in 2010 -- and that he intended to continue with the applications needed in the fall of 2010.

Stolhammer gave the following description of his current duties as Park Maintenance Foreman. He plans and oversees the maintenance of the City's parks and recreational facilities -- about twenty-eight in total, including the golf course. He supervises three full-time AFSCME employees, who work at all of the parks, including the golf course. In addition, he uses three or four seasonal employees, who are AFSCME employees, and fifteen to eighteen temporary employees, who are not members of

any union because they do not work enough hours to meet the statutory threshold for classification as "public employees." These seasonal and temporary employees work in all of the City's park facilities, including the golf course. The evidence shows that, though the number of temporary and seasonal employees has varied, they have been used for many years, both before and after Stolhammer became the Park Maintenance Foreman. Stolhammer testified that the temporary workers at the golf course continue to work under his direction, usually in June, July and August, and that in April and May, he has done a little more of the "seasonal work" that temporary employees do in the summer months.

Stolhammer testified that when he was the Golf Course Superintendent, he did budget proposals for the golf course, but that he gave them to Hyduke, who as the Park Supervisor, did the final budget for submission to Hyduke's supervisor. He also testified that his management of the golf course when he was the Golf Course Superintendent was subject to Hyduke's approval.

Stolhammer testified that since he became the Park Maintenance Foreman, the three full-time AFSCME employees and the seasonal and temporary staff have done most of the manual tasks that he used to perform as the Golf Course Superintendent. He testified, however, that he has continued to do some of the work he did as Golf Course Superintendent. He estimated that during 2009, he spent about forty-one hours doing such tasks -- fertilizing greens, irrigation repair, cutting trees, spraying herbicides and mowing greens -- but that this total included time he spent supervising AFSCME employees and temporary

employees who did such work. Stolhammer estimated that through August 11, 2010, he had spent about forty-eight hours doing similar work, including supervision of the AFSCME and temporary employees. These estimates do not include about two days work he does in October, fertilizing the golf course before winter.

Stolhammer testified that, when he did the actual work of mowing in 2009 and 2010, he has done so because of weather emergency. In addition, he testified that, when he mows greens, he does so because the mower blade has to be set correctly to prevent damage to the greens.

Stolhammer testified that much of the work he used to do as Golf Course Superintendent is no longer being done because he does not have the time to get the "crew" together and supervise them. He testified that the City Council's decision to put the Golf Course Superintendent's position "on hold" has affected the quality of the golf course, but he conceded that that decision is one that only the Council can make.

On cross-examination, Stolhammer testified that he stopped grooming the City's ski trails after the present grievance was initiated in May of 2009. He testified that the cleaning of hockey rinks is done by the full-time AFSCME workers, but he conceded that the City employs fewer of them now and that he has occasionally cleaned hockey rinks. He testified that he still manages the golf course as part of his duties as Park Maintenance Foreman.

Tourville testified that the AFSCME bargaining unit includes three positions that use the word "Lead" in their

titles -- Leadman Mechanic, Lead Mechanic/Welder and Lead Worker. Each of these job descriptions describes "Supervision Exercised" over employees who work in their departments. Tourville pointed out that the job description for the Golf Course Superintendent also lists "Supervision Exercised" -- "Exercises general and technical supervision and training over golf course." The job description for the position, Park Maintenance Lead Person, which would have been created as an AFSCME position under the Original Proposal, provides:

Supervision Exercised: Exercises general and technical supervision and training over golf course and Park Department staff.

The identical language was used in the job description for the Park Maintenance Foreman -- a MAPE position under the Amended Proposal.

#### DECISION

At the beginning of the hearing, each party proposed a general statement of the issue presented, thus:

The Union: Did the Employer violate the labor agreement by using a non-bargaining unit employee to do bargaining unit work?

The Employer: Did the Employer violate the contract by combining duties from the Golf Course Superintendent and Parks Supervisor classification to form the Park Maintenance Foreman classification? If so, what is the remedy?

The Union argues that Article XVI, Section 6, expresses a clear and all-inclusive agreement that "non-AFSCME bargaining unit employees . . . shall not perform bargaining unit work at any time, except in the event of a declared City, State or

National disaster, and that, accordingly, the assignment of work that had always been done by the Golf Course Superintendent, an AFSCME classification, to the new MAPE classification, Park Maintenance Foreman, violates that provision of the agreement.

The Union argues that the meaning of "bargaining unit work" that is relevant in this case should be derived 1) from the job description of the Golf Course Superintendent, which, except for minor changes made in 2003, has been in effect since 1999, and 2) from the work that Stolhammer actually performed as Golf Course Superintendent for twelve to fifteen years, always as a member of the AFSCME bargaining unit. The Union argues that this work includes not only the manual tasks that Stolhammer performed when he was Golf Course Superintendent, but his supervision of full-time and seasonal AFSCME employees and non-union temporary employees -- even though Storer's email to Tourville of December 17, 2008, gave as one of the reasons members of the Union voted against the Original Proposal was that it included "supervisory elements" in the then proposed AFSCME position of Park Maintenance Lead Person.

The Employer makes the following response. Nothing in the labor agreement defines "bargaining unit work." Much of the work Stolhammer performed when he was the Golf Course Superintendent -- the direction of AFSCME and temporary employees and golf course planning -- was managerial in nature and, therefore, should not be considered exclusively the work of the AFSCME bargaining unit. His performance of managerial work in his new classification is appropriate to his managerial position of Park Maintenance Foreman.

The Employer also argues that, though Stolhammer, as Park Maintenance Foreman, has done some of the manual tasks he did when he was Golf Course Superintendent, that work has always been performed as well by temporary employees who are not AFSCME members, thus showing that those tasks are not exclusively "bargaining unit work." The Employer argues, therefore, that the evidence does not support the Union's argument that those tasks should be regarded as "bargaining unit work" reserved to AFSCME members by Article XVI, Section 6. Thus, the Employer urges that, because the work Stolhammer did as Golf Course Superintendent was either managerial work not reserved exclusively to the AFSCME bargaining unit or manual work not performed exclusively by AFSCME employees, neither category of work should be considered "bargaining unit work" within the meaning of Article XVI, Section 6.

In addition, the Employer argues that, even if the work that Stolhammer has performed for the golf course since he became Park Maintenance Foreman is determined to be "bargaining unit work," the time he spent performing such work is so small that it should be regarded as de minimis -- incidental work that has no adverse effect on the Union or its members.

I make the following ruling with respect to the manual tasks on the golf course that Stolhammer performed as Golf Course Superintendent and that he has continued to perform since becoming Park Maintenance Foreman. Though the Employer argues that those manual tasks should not be considered "bargaining unit work" because they were also performed by non-AFSCME

temporary employees, I rule for the following reasons that such work is "bargaining unit work" within the meaning of Article XVI, Section 6. Except for its performance by temporary employees, that work has customarily been performed by AFSCME employees -- either by Stolhammer as Golf Course Superintendent for twelve to fifteen years or by the full-time and seasonal Parks Department AFSCME workers. It would be unreasonable to interpret Article XVI, Section 6, to mean that the use of temporary workers to do tasks customarily done by any AFSCME employee would cause such work to be outside the broad protection of "bargaining unit work" that the parties intended when they included Article XVI, Section 6, in the labor agreement. Accordingly, I conclude that the manual tasks that Stolhammer performed as Golf Course Superintendent are within the protection given to "bargaining unit work" by Article XVI, Section 6, except when performed by temporary employees.

I make the following ruling with respect to the work the parties have referred to as the managerial or supervisory work performed by Stolhammer when he was Golf Course Superintendent. This work, though it was performed by Stolhammer when he was Golf Course Superintendent, appears to be also within the managerial-supervisory authority of the Park Supervisor, which was a MAPE classification and was one of the positions that were combined to form the new position, Park Maintenance Foreman.

Stolhammer gave the following description of his current duties as Park Maintenance Foreman. He plans and oversees the maintenance of all of the City's parks and recreational facilities -- about twenty-eight in total, including the golf course.

In doing so, he supervises full-time and seasonal AFSCME employees who work at all of those facilities. Though the job description of the Park Supervisor is not in evidence, I infer from the description of Stolhammer's present managerial and supervisory functions over all of the City's recreational facilities, that Hyduke as Park Supervisor had those managerial and supervisory functions and that the combining of the Park Supervisor's position with that of the Golf Course Superintendent carried the managerial and supervisory functions of the Park Supervisor over to the new combined position of Park Maintenance Foreman. This inference is consistent with Stolhammer's testimony that his management of the golf course when he was Golf Course Superintendent was subject to Hyduke's approval. Accordingly, I rule that the managerial and supervisory functions that Stolhammer had as Golf Course Superintendent were not exclusive to that position and were not exclusively "bargaining unit work" within the meaning of Article XVI, Section 6, of the labor agreement.

#### AWARD

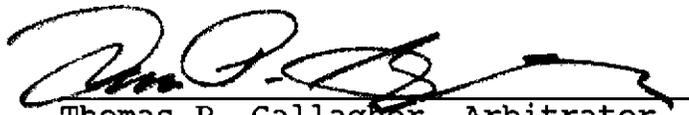
The award appropriate to these rulings is the following. First. Because the manual tasks that Stolhammer performed when he was the Golf Course Superintendent fall within the protection of Article XVI, Section 6, of the labor agreement as "bargaining unit work," they shall, with temporary exceptions noted below, no longer be performed by him in his present MAPE position. All of those tasks shall be assigned either to full-time or seasonal AFSCME employees or to temporary non-union employees. Appro-

priate exceptions, de minimis if temporary , shall be made 1) to permit Stolhammer to apply pesticides until an AFSCME employee can be licensed to make those applications and 2) to permit Stolhammer to adjust mower blades so that AFSCME or temporary employees can mow greens at the correct level until an AFSCME employee can be trained to make that adjustment. In addition, if there are other similar manual tasks that only Stolhammer can perform until an AFSCME employee can be trained, a similar exception shall be made until that training is complete. The Employer shall undertake to complete such licensure and training with reasonable dispatch.

Second. Because the managerial and supervisory functions that Stolhammer performed when he was the Golf Course Superintendent were also within the scope of the Park Supervisor's position, one of the positions to which Stolhammer succeeded when it was combined with that of the Golf Course Superintendent, those functions do not fall within the protection of Article XVI, Section 6, of the labor agreement as "bargaining unit work," and Stolhammer shall be permitted to continue their performance in his MAPE position of Park Maintenance Foreman.

I retain jurisdiction to resolve disagreements that may arise in implementing this award.

December 19, 2010

  
Thomas P. Gallagher, Arbitrator