

BEFORE THE ARBITRATOR

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 In the Matter of the Arbitration :  
 of a Dispute Between :  
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 RICE LAKE AREA SCHOOL DISTRICT :  
 EMPLOYEES LOCAL 3286, AFSCME, AFL-CIO :  
 :  
 and : Case 41  
 : No. 41879  
 : MA-5489  
 RICE LAKE SCHOOL DISTRICT :  
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Appearances:

Mr. James Ellingson, Staff Representative, Wisconsin Council 40, AFSCME, AFL-CIO, P.O. Box 68, Rice Lake, Wisconsin 54868-0068, on behalf of the Union.

Mr. Stephen L. Weld, Mulcahy & Wherry, S.C., Attorneys at Law, 715 South Barstow, Suite 111, P.O. Box 1030, Eau Claire, Wisconsin 54702-1030, on behalf of the District.

CONSENT AWARD

On March 6, 1989, the Rice Lake Area School District Employees Local 3286, AFSCME, AFL-CIO, and the Rice Lake School District jointly filed a request to initiate grievance arbitration for a grievance involving compensatory time for secretaries. The Commission appointed Karen J. Mawhinney, a member of its staff, as arbitrator to hear and decide the matter. A hearing was held on September 12, 1989, in Rice Lake, Wisconsin. During the hearing, the parties entered into the agreement set forth below.

1. The parties agree that overtime as defined in Section 13.04 may be taken as compensatory time (earned at time and a half) should the employee request it in lieu of paid time, and the Employer agrees to the request. The maximum compensatory time accumulation shall be 40 hours. The scheduling of compensatory time requires Employer approval.
2. The Employer shall not unreasonably deny requests for unpaid time off. The Employer shall consider the needs of the District in responding to such a request. The District's practices and policies in dealing with teacher requests for unpaid time off shall be followed when responding to support staff requests.
3. The parties agree that the word "year-end" in Sections 13.01 and 13.02 means both before and after the school year.
4. The grievance regarding the start of the 1988-89 school year is dropped with prejudice.
5. No grievance can be filed regarding the start of the 1989-90 school year.

Dated at Madison, Wisconsin, this 21st day of September, 1989.

By \_\_\_\_\_  
Karen J. Mawhinney, Arbitrator

