BEFORE THE ARBITRATOR

In the Matter of the Arbitration of a Dispute Between	:	
THE LABOR ASSOCIATION OF WISCONSIN, INC.	:	Case 58 No. 48258 MA-7560
and	:	
VILLAGE OF GREENDALE	:	

Appearances:

Mr. Patrick J. Coraggio, Labor Consultant for The Labor Association of Wisconsin, Inc., appearing for the Union.

Davis & Kuelthau, Attorneys at Law, by Mr. Roger E. Walsh, appearing for the Employer.

ARBITRATION AWARD

The Labor Association of Wisconsin, Inc., herein the Union, pursuant to the terms of its collective bargaining agreement with the Village of Greendale, herein the Employer, requested the Wisconsin Employment Relations Commission to designate a member of its staff as an arbitrator to hear and decide a dispute between the parties. The Employer concurred with said request and the undersigned was designated as the arbitrator. Hearing was held in Greendale, Wisconsin on March 25, 1993. At the conclusion of the hearing, the undersigned rendered a bench decision. The following is the written confirmation of that decision.

DECISION:

The Employer raised the issue of whether the grievance was filed in compliance with the contractual time limits. The record fails to establish, in a conclusive manner, whether or not the grievance was filed in a timely manner. It is possible that the Chief's final denial of the Grievant's request for tuition reimbursement occurred on a date subsequent to July 9, 1992, so that the grievance was filed within the contractual time limits. Therefore, the undersigned will issue a decision on the merits of the grievance.

The language of Article 19 clearly limits salary adjustments to a maximum of 60 credits. With respect to the issue of tuition reimbursement, Article 19 does not establish a specific maximum of 60 credits. Because the language is not clear and unambiguous in

that regard, the undersigned must look to other factors to determine the interpretation to be given to the contested language.

There is no evidence to show that the Employer has ever provided tuition reimbursement to an employe beyond the 60 credit level. Rather, on at least two occasions dating back to 1974, the Employer denied employe requests for tuition reimbursement when the requesting employe already had reached the 60 credit level. Such a practice of administering the language is consistent with the uncontradicted testimony of the Employer's witnesses that the intent of the parties, when they added the contested language to the contract, was to provide tuition reimbursement to a maximum of 60 credits. Further, after each of the aforesaid denials, the parties negotiated successor contracts without altering the tuition reimbursement language. Such a history of both administration and negotiations clearly supports the Employer's interpretation of Article 19, rather than the Grievant's interpretation. Because the record contains no support for the grievance, the undersigned enters the following

AWARD

That the grievance was timely filed; that the language in Article 19 (Educational Incentive Program) of the contract does not provide for reimbursement of tuition for approved courses if the requesting officer has 60 or more college credits; that the Employer did not violate the contract by denying Robert Malasuk's request for reimbursement of tuition; and, that Robert Malasuk's grievance dated July 31, 1992, is hereby denied and dismissed.

Dated at Madison, Wisconsin this 14th day of May, 1993.

By Douglas V. Knudson /s/
Douglas V. Knudson, Arbitrator