

BEFORE THE ARBITRATOR

In the Matter of the Arbitration
of a Dispute Between

CALUMET COUNTY HIGHWAY AND PARK
EMPLOYEES, LOCAL 1362, AFSCME,
AFL-CIO

and

CALUMET COUNTY

Case 98
No. 54058
MA-9534

Appearances:

Ms. Helen Isferding, Staff Representative, Wisconsin Council 40, AFSCME, AFL-CIO,
on behalf of the Union.

Mr. Charles Carlson, 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 August 6, 1996, in Chilton, Wisconsin. The hearing was not transcribed.

Based upon the entire record and the arguments of the parties, I issue the following Award.

AWARD

ISSUE

The parties have agreed to the following issue:

Did the County violate the contract when it refused to grant one day of paid funeral leave to grievants Terrence Ecker and Richard Sell and, if so, what is the appropriate remedy?

DISCUSSION

The facts here are straightforward and undisputed.

Grievant Ecker's spouse's grandfather died and his funeral was on December 13, 1995. Ecker took off a day without pay and attended that funeral after his request for paid funeral leave was denied. Grievant Sell's spouse's grandmother died and her funeral was held on April 2,

1996. Sell attended that funeral after his request for paid funeral leave was turned down.

Having considered this matter, I find as follows:

1. The County, by virtue of the instant August 6, 1996, hearing has given effective notice to the Union that it will terminate at the expiration of the instant contract any past practice regarding the granting of funeral leave for a spouse's grandfather and grandmother and other family members.

2. Ecker and Sell shall be credited with paid funeral leave for the funerals they attended on December 13, 1995, and April 2, 1996, for their spouses' grandfather and grandmother. In addition, paid funeral leave for the death of a spouse's relatives such as a grandfather and grandmother shall be given to all employes in the County's Highway Department up to December 31, 1997, when the current contract expires.

3. No other AFSCME employes employed by the County will receive this benefit since their contracts do not contain the past practice clause found here.

4. There shall be no precedential value to this Award.

Dated at Madison, Wisconsin, this 13th day of August, 1996.

By Amedeo Greco /s/
Amedeo Greco, Arbitrator