

BEFORE THE ARBITRATOR

In the Matter of the Arbitration of a Dispute Between
SOUTHERN DOOR EDUCATIONAL SUPPORT PERSONNEL
and
SOUTHERN DOOR COUNTY SCHOOL DISTRICT

Case 29
No. 55892
MA-10118

Appearances:

Mr. Miguel E. Salas, Executive Director, Bayland UniServ, appearing on behalf of the Association.

Godfrey & Kahn, S.C., by **Mr. William G. Bracken**, Coordinator of Collective Bargaining Services, appearing on behalf of the District.

ARBITRATION AWARD

The Association and District named above are parties to a 1995-1997 collective bargaining agreement which provides for final and binding arbitration of certain disputes. The parties asked the Wisconsin Employment Relations Commission to assign an arbitrator to hear a grievance involving part-time employees. The undersigned was appointed and held a hearing on March 5, 1998, in Brussels, Wisconsin, at which time the parties were given the opportunity to present their evidence and arguments. The parties completed filing briefs by May 7, 1998.

ISSUE

The parties did not agree on the framing of the issue. The Arbitrator frames the issue as the following:

Did the District violate the collective bargaining agreement by the manner in which it scheduled study hall aides and paid them for three hours and 55 minutes per day? If so, what is the appropriate remedy.

BACKGROUND

The crux of this grievance revolves around the fact that if employees in the District work four hours per day or more, they would be entitled to some health insurance benefits paid by the District. In this case, the District scheduled three study hall aides to work no more than three hours and 55 minutes per day, thereby falling short of the threshold for benefits by five minutes per day. The facts are complicated by the fact that the aides may have spent more time on the job than three hours and 55 minutes, although they were not scheduled to do so and not paid for the extra time.

The situation arose when two former study hall aides left the District. The District Administrator, Joseph Innis, looked at the needs of the District for 1997-98 school year and found that because of overlapping time, three aides would be needed to do the job that two had previously done. The District took into consideration the fact that benefits would not be paid in these three positions, a factor to consider under revenue caps.

The High School Principal, Lois Mahaffey, interviewed and hired the three aides – David Trelka, Theresa De Keyser, and Bonita Vogel. Mahaffey told the prospective employees that their job was to take attendance and maintain order. She did not tell them that they had to be in the classroom at any certain time, and she told them that they can walk out the door with the kids when the period ends. She also told them that they would be part-time employees with no benefits. Mahaffey believes that the study hall can be done in three hours and 55 minutes, and there are between seven and nine extra minutes in their schedules to get keys, come to the office for notice of schedule changes, and retrieve supplies.

Trelka is scheduled to start at 8:40 a.m. and end at 12:35 p.m., precisely three hours and 55 minutes. He often punches the time clock earlier than 8:40, usually around 8:25 to 8:30 a.m. His first study period starts at 8:45 a.m. and his last period ends at 12:33 p.m. Thus, he has been scheduled for an extra five minutes before the class period and has two minutes after it. Trelka has an extra seven minutes total when a class period is not in session.

Trelka punches the time clock in the janitors' room in the high school. The high school office is about 150 feet away, and the study hall is on the second floor. Trelka goes to the office to check his mail so that he will know whether there are changes in students' schedules or absences or field trips, any matters that would affect students' attendance or their opportunity to get passes to the library, etc. He makes copies of the seating chart about once every two weeks, which is modified as students are added or leave. He feels that he should be in the classroom before students arrive. Under the District's policy, students are considered tardy if they arrive after the bell rings. Trelka is a little more lenient and does not consider them tardy if they are not in their seats at the sound of the bell.

De Keyser is scheduled from 7:50 a.m. to 11:45 a.m., again, three hours and 55 minutes. Her first study hall period starts at 7:55 a.m., and her last period ends at 11:41 a.m. She has five minutes before class and four minutes after class, or a total of nine minutes before and after the class periods. De Keyser usually punches the time clock between 7:40 and 7:45 a.m. The room is locked when she arrives, and she has to get keys, turn on lights, unlock the desk. She goes to the office,

checks her mail, and makes copies of the seating chart. She believes that she should be ready at 7:50 a.m. for the

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students when they start to arrive. She noted that it takes about two and one-half minutes to walk between the high school office and the study hall, and that when she arrives, the kids are often waiting for her.

De Keyser was a substitute teacher in the District in the 1996-97 school year. She received instructions for substitutes from Mahaffey regarding procedures which included the following statement:

Be in your room before the students arrive. This is not only a legal responsibility, but a necessity in establishing good discipline and effective control. Except in a crisis situation, never leave students unattended. If you must leave, please notify the office.

De Keyser believes that the statement regarding being in the room before the students arrive applies to her as an aide as well as substitute teachers.

Bonita Vogel was scheduled in the fall semester to work between 11:10 a.m. and 3:05 p.m., again, another three hours and 55 minutes. Her first class period starts at 11:16 a.m. and her last one ends at 3:03 p.m. Accordingly, she was scheduled for six minutes before class and two minutes after, a total of eight minutes in excess of class period time. She often arrives and punches in at about 10:55 a.m. She goes to the office, checks her mail box, and gets supplies. She makes copies of the seating chart about once a week. In the spring semester, Vogel's schedule was changed to an earlier time. Vogel likes to be in the room when the last period ends, in advance of her starting time.

The parties agree that the aides are paid for according to their scheduled time, not the time shown on the time cards.

The Association President, Dolores Jeanquart, filed the grievance because employees were working more than three hours and 55 minutes. She objected to the District's motive to deny benefits. She testified that this matter has come up in the District before, and when she met with Innis during the processing of this type of grievance in 1994, he told her that all employees need to donate extra time or give a few minutes for nothing. Jeanquart also believes that the District has previously scheduled all other positions for either full hours or half hours.

Other employees who have been previously scheduled for less than four hours include Noretta Kay in food service and Mary Zettel, who had been scheduled as a study hall aide for at different times, between three and one-half hours and three hours and 50 minutes.

Mahaffey does not believe that the job takes more than three hours and 55 minutes, and that there are between seven, eight and nine extra minutes in the schedules of the three aides currently. She told them what time their study hall periods started but she did not tell them exactly what time they had to be in the classroom. She did not tell them to stop in the office first, get mail, make copies, etc.

In response to the grievance and employee complaints that they did not have sufficient time to do the job with the extra seven to nine minutes, Mahaffey retraced the actions of an aide by punching in, locking the custodial office door, walking to the office, pulling mail from Trelka's mail box, waiting

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10 seconds, walking to the upstairs study hall, and opening the door. She kept a stop watch running during this exercise, and her time was two minutes and 22 seconds. She did not use the copy machine for this exercise.

Mahaffey has offered to have other employees perform certain functions if aides cannot perform their tasks in three hours and 55 minutes. For example, an office monitor could drop seating charts and mail to the aides on the second floor, or a custodian could open the door. She stated that she would find ways to accommodate the aides' needs and solve their problems.

THE PARTIES' POSITIONS

The Association:

The Association argues that the Grievants' assigned hours do not allow enough time to complete their assigned duties as instructed by the Administration. The grievance is not only a contractual issue but one of fairness and equity. In order to complete their duties as required by District policies and written procedures, the Grievants are forced to work more than the three hours and 55 minutes scheduled by the District, and they are entitled to be paid for all the time they work and to all benefits consistent with their actual hours.

While the Association acknowledges the District's right to schedule employees' work hours, it contends that its actions are nothing more than a thinly veiled attempt to avoid providing contractual fringe benefits to employees and still reap the benefit of no less than four hours of work daily from the study hall aides. This expectation of donated time amounts to involuntary servitude, the Association states.

The Association also disputes the District's claim that there is enough time for the Grievants to perform their assigned duties and contends that at least an additional five minutes each day is necessary to do the work. Mahaffey's letter (Association Exhibit #7) instructs study hall associates to be in the classroom before students arrive and to never leave students unattended. The Grievants never received a job description, and they relied on Mahaffey's letter and an inservice to carry out their assigned duties.

De Keyser, the first study hall associate to arrive in the morning, punches in no later than 7:45 a.m., and her time cards show that she consistently arrives five to ten minutes before her scheduled start time. The warning bell is at 7:50 a.m. and study hall starts at 7:55 a.m. Mahaffey's letter instructs associates to be in their rooms before students arrive, advising employees that this is a legal responsibility as well as a necessity in maintaining classroom control. In order to comply with these procedures, De Keyser must arrive earlier than her scheduled 7:50 a.m. start time to complete her responsibilities. She has to go to the high school office to pick up keys to unlock classroom doors, check her mail box in the office for schedule changes and excused absences, make copies of

seating charts and necessary changes as a result of class drops and adds by students, and then go to her study hall, which is about two and a half minutes away from the office. Students are usually waiting for her. If she did not arrive for work before 7:50 a.m., it would be impossible for her to complete her duties

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before the first class warning bell. While Mahaffey has argued that it is not necessary for De Keyser to be in her classroom before 7:55 a.m., De Keyser testified that study hall associates are responsible for monitoring hallways between classes.

Vogel's schedules hours start at 11:10 a.m., with her first period starting at 11:16 a.m. She regularly punches in at 10:55 a.m. because she has no time to copy and update seating charts and get information regarding attendance in the six minutes that is allowed by the District. If Vogel does not get schedule changes such as library closings, lists of students taking part in a blood drive, etc., she would not know which students were excused from study hall. The six minutes before the period is insufficient time when one considers that study hall associates are also responsible for hallway supervision between classes. Furthermore, the Association notes that the prior study hall associate leaves at the 11:12 bell, so Vogel must be in the classroom at 11:12, not 11:16. So if she has only two minutes and it takes two and a half minutes to walk from the office to the study hall, how can she do anything before being in her classroom?

Trelka has similar assigned duties before the start of his work day and has to be at his classroom before students arrive and supervise hallways between classes. It is the District's policy that students be in their seats when the bell rings or be considered tardy. The five minutes before the start of class is not enough time for him to punch in, stop at the office for information and be in his classroom.

When Jeanquart filed a similar grievance in 1994, Innis told her that employees all need to donate extra time. Such a statement clearly indicates the mind set of the Administration in scheduling work hours. Administrators know that it is not possible for all the duties to be done in the time allotted and they expect employees to perform duties outside of paid work hours. The Grievants' testimony and exhibits prove that the work assigned cannot be done within the three hour and 55 minute work schedule. Clearly the Administration expects extra work for no pay and no fringe benefits. This is contrary to the letter and spirit of the collective bargaining agreement, and the Arbitrator must find that the Grievants work at least four hours per day to complete their duties and are eligible for benefits.

The Association argues that the District has failed to prove that employees are performing unnecessary job duties. The position posting and job description do not outline all of the duties. The Grievants were not even given job descriptions. Mahaffey refused to answer questions at the hearing about what the Grievants' starting and ending times were and claims not to remember telling employees when to be at work. Mahaffey claimed that she only told the employees what class periods to cover and implied that it was their choice to come to work at certain times. Are employees to show up when they want to and make up the job as they go?

The Association notes that there is a dispute on whether the Grievants must stop at the office to check their mail boxes before they go to their classrooms. While Mahaffey admitted that this is a good idea, she refused to state that they must stop in the office. And while she testified that it is

unnecessary for them to arrive before their scheduled starting time, her own letter contradicts this. The Association claims that Mahaffey's statement that her letter applied to substitutes and not to regular employees is ludicrous, and she admitted that the responsibility to monitor students applied to everyone.

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The Association further asserts that the District has not proven there is enough time for employees to perform necessary assigned duties within their scheduled hours. The starting times in District Exhibit #17 ignore the fact that Vogel and Trelka must be at their classrooms four minutes earlier in order to monitor hallways and be at their rooms before students arrive. Mahaffey's starting time for De Keyser omits the five minute period between the warning bell and the start of study hall. When one takes out those minutes, it leaves three minutes for Trelka and four minutes for De Keyser and Vogel to perform other duties. If one subtracts the two and a half minutes it takes to get from the office to the study hall, Trelka is left with 30 seconds to check the mail and De Keyser and Vogel have an entire minute and one half to get keys, make copies, update seating charts and review mail before going to their first class. Mahaffey allowed 10 seconds for Trelka to review mail. This is not typical, and her breakdown of the work day must be disregarded.

The Association argues that the grievance must be decided on the facts, not on the work schedule or the method of payment for hours worked. The Grievants are scheduled to work just five minutes short of the minimum benefit eligibility, at 20 hours a week. Each of them work more than their schedule of three hours and 55 minutes per day. Because each works at least four hours daily due to Administrative directives, the District has violated the contract in denying benefits. The District believes that if employees are not paid for more than three hours and 55 minutes, they are ineligible for benefits. However, the District forgets that these employees are hourly employees, not salaried employees. As hourly employees, they are entitled to be paid for the time spent performing work activities.

The District:

The District first asserts that the management rights clause gives it the right to manage and direct the workforce. The phrase "management of work" relates to the number and types of job positions necessary to perform the functions of the employer. The District previously had two employees scheduled as study hall aides, and it now believes that three employees would work better. The District's right to decide how to schedule the work is upheld by the express language in the management rights clause and there is no other contractual limitation on that right. It is clear that the parties have intended management to decide how many employees are needed and what their work schedule will be.

The District notes that it has scheduled employees for less than four hours in the past without objection from the Association. Employees have been scheduled for three hours and 50 minutes, three hours and 42 minutes, three hours and 45 minutes, three hours and 55 minutes, as well as four hours and 50 minutes and five hours and 50 minutes. The District does not have to schedule employees only in one-half hour or one-hour intervals. Other study hall aides have been scheduled in three hour and 55 minute blocks of time since 1994-95 two days a week and five hours and 50 minutes on the other three days a week. The Association did not object to the District's schedule of less than four hours per day in the past.

The minimum hourly threshold for defining an employee's work day does not apply to part-time employees and employees hired after January 1, 1990 pursuant to the labor contract. All

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Grievants were hired after 1990, and any attempt by the Association to argue that there is some contractual provision that requires the Board to schedule part-time employees a certain number of hours must fail.

The District states that it has compelling policy reasons for converting two study hall aide positions into three study hall aide positions, based on staffing needs at the high school and the overlap during lunch hours when all three are on duty. While recognizing that these employees would not be entitled to certain fringe benefits, this was a secondary factor in the decision to schedule three employees for three hours and 55 minutes. Tight budgets in the presence of state imposed revenue controls makes the cost of providing fringe benefits a concern for school districts. However, Innis emphasized that the primary reason for the manner in which he scheduled the three employees was based on the actual job that needed to be done and the staffing needs. The total time under the previous arrangement and the current one are about the same. The Arbitrator should not second guess the District's decision in terms of how to best meet the operational needs of the District, and the contract clearly gives the District the right to decide the number of employees necessary to do the job.

The District asserts that the Association has failed to meet its burden of proof in establishing that the study hall aides should be scheduled for four hours or prove that they are actually working four or more hours. The only evidence the Association submitted were time sheets from the Grievants. However, the Grievants are always paid for the time they are scheduled to work – three hours and 55 minutes – and not the time that is shown on their time cards. The same is true of all other staff employees.

The District argues that the fact that employees can punch in and out at their own discretion does not prove that they spent that time working on the job as study hall aides. The time could represent other discretionary time, such as talking to people in the office or other activities not directly related to the position of study hall aide. The Association offered no proof that the time listed on the time sheets was directly related to the required duties of the aides.

Further, the District notes, the Association showed no proof of the time that it took to check mail boxes in the office or make copies of seating charts once every two weeks. Instead, the District proved that the employees have plenty of time to complete their tasks, and still have up to nine minutes per day for ancillary duties. The District has proven that the Grievants can perform all that is expected of them in the allotted time of three hours and 55 minutes. While the Grievants would like to stretch the job into five minutes more to qualify for benefits, the work schedule is subject to the District's control, not the employees' control. For the Association to prevail, the Arbitrator would have to accept the theory that employees are at liberty to decide how much they need to work. The contract gives the District that right in Article I.

If the employees do not have enough time to make seating charts or get keys, the District can make other arrangements and have secretaries make copies of the charts or have someone else get

keys to open doors. Making copies of the seating arrangement is not a requirement of the job. Trelka is scheduled to be with students for three hours and 48 minutes, leaving him seven extra minutes. De Keyser has nine extra minutes, and Vogel has eight minutes. This is plenty of time to accomplish all that the District has required of the study hall aides. Mahaffey found that two minutes and 22 seconds

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was needed, without making copies of the chart, and that leaves anywhere from four and one half to six and one half minutes to perform any other duties and still meet the District's allotted time for the job. The Association would have to show that the employees' duties as required by the District amount to 12, 13 and 14 minutes per day to bring them up to the four hour threshold of providing benefits. The District maintains that the Association has failed to do this.

The District requires the employee to have students in the classroom when the bell rings. If the employees want to get there earlier, that is their own choice. Making copies of the seating chart is not a requirement of the job. The District asks that the grievance be denied.

In Reply - the Association:

The Association responds to the District by first stating that the contract, which provides insurance to employees based on hours worked, supports the Association's position, because employees have worked the requisite number of hours to qualify for insurance benefits. The District has been aware of the lack of time allotted for these employees to complete their assigned duties and chosen to overlook the fact that they work at least four hours daily. Administrators were aware as far back as 1994 that study hall aides could not complete all assigned duties within a three hour 55 minute schedule, and it was again reminded of the problems with this grievance. The parties resolved the 1994 grievance but the District refused to make any adjustments to these Grievants.

The Association asserts that the time cards prove that employees work more than four hours a day. Their duties were given them by Mahaffey during job interviews, at an inservice meeting, and through a letter directed to all study hall employees.

While the District claims that a past practice supports a work schedule of less than four hours, it is possible that those employees were able to complete all assigned duties within their scheduled time. The District ignores the fact that Mahaffey told employees what their assignments were and when to do them. The Association also takes issue with the District's position regarding De Keyser's testimony – she was clear that she does not have the authority to ask a secretary to do anything for her, and any suggestion now that there are other means of completing certain duties is merely speculation and inappropriate at this point. The only reason the District brings up solutions now is to persuade the Arbitrator that it will work with employees to resolve inequities. The fact that the parties are in arbitration is evidence enough that this will not happen.

The Association is not arguing that the District does not have the right to assign duties and schedule employees. It is the manner in which the District carried out its decision which is at issue. The Association asserts that the District's position that it can schedule work hours in any manner it chooses does not mean that there is no restriction at all. The management rights clause cannot be construed to imply that the District has the right to negate contract provisions. The Grievants work

four hours daily, regardless of the so-called work schedule set by the District.

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The Association points out that the District's examples of other employees working less than four hours daily does not reflect the fact that each employee listed has additional hours three days per week that brings them over the threshold for benefit eligibility. Only one employee working three hours daily is disqualified for benefits, and her work schedule is much different than the Grievants' schedule. The District does not show what duties the employees had, and no conclusion can be drawn as to whether those employees were expected to work more hours to complete their duties.

In Reply - the District:

After reviewing the Association's brief, the District believes there is a discrepancy between its expectations of the job duties and the employees' own version of what is required of the job. The Association tries to stretch the job duties to include monitoring halls before first reporting to the assigned study hall, reporting to work earlier than necessary, and photocopying. Those tasks are not required by the District but are done on the employees' own volition.

The District objects to the Association's appeal to fairness and equity, and asserts that the Arbitrator cannot dispense her own sense of fairness but must dismiss the grievance since no contract clause has been violated. The District is not forcing employees to work more than three hours and 55 minutes. The District has no argument with the Association that Grievants should be paid for all the time they work to complete their assigned tasks. The parties are really arguing about who is empowered to structure the employees' work day. The District does not expect employees to donate their time, and it has scheduled the jobs to match the specific class periods that need to be covered.

The District notes that the Association's reliance on Exhibit #7 is misplaced, because the exhibit refers to substitute teachers and not study hall aides. The District accepts the fact that study hall aides should be in their classroom slightly before students arrive – one or two minutes – not 10 to 15 minutes. Students attendance is done once the period begins. For example, the District expects De Keyser to be in the room by 7:55 a.m. when the first period starts, not at 7:50 a.m. If she is arriving at 7:40 or 7:45, that is her choice and not required by the District. She should not be compensated for work that the District does not require.

The Association has mischaracterized Mahaffey's testimony regarding the two minutes and 22 seconds that it takes to punch in, unlock the custodial office door, walk to the office, pull mail, walk to the study hall and open the door. The Association says it takes that amount of time to walk from the office to the study hall, and that is not true. Further, study hall aides are not required to monitor hallways before their first class period. The District agrees that the aides should come to the office and pick up mail, but this does not take much time.

The District also objects to the Association's statement that the Administration felt it could

squeak five minutes of free labor and avoid its obligation to pay benefits. The District is paying employees for the time it is requiring them to work, and it does not expect free labor. The Association is wrong when it states that De Keyser has to be in her classroom no later than 7:50 a.m. – the District only expects her to be there by 7:55 a.m. when the first bell rings, not the warning bell. If students are waiting on the steps, that is acceptable to the District. The District finds the Association's reliance on

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time cards to be without merit. The time cards are not used to pay employees and only used to verify that the employee spent at least the scheduled work time on a particular day or were approved for additional time.

The Association misinterprets the management rights clause in the contract. It argues that there is a reasonable standard on the District's discretion in imposing arbitrary and capricious expectations in job assignments on employees. The word "reasonable" applies to the Board's adopting rules, not to the sentence which allows the Board to manage work and direct the work force. This is not about adopting reasonable rules but about management's ability to assign employees to perform the available work. The District states that it has exercised its management right in a fair manner, and the fact that three employees will not receive fringe benefits is allowed under the contract.

DISCUSSION

Article XI of the collective bargaining agreement defines full-time employees as those who work the school year for at least 20 hours per week or who work the fiscal year at least 30 hours per week. Article XX provides for health insurance benefits based upon full-time status, not part-time status. Employees falling below the threshold of 20 hours per week for the school year are not entitled to insurance benefits paid for by the District. That is why the five minutes per day becomes a critical factor in this grievance.

Article I of the contract says that "... the management of work and the direction of the working force is vested in the Board of Education." Article XI provides for a minimum work day for each job classification but does not apply to employees hired after January 1, 1990. The Grievance were all hired after January 1, 1990. It is significant to note that the parties agreed that there would be no minimum number of hours worked, and they contemplated a situation that could fall below other stated minimum hours in the contract.

In structuring benefits to apply to full-time employees who meet certain levels of hours, the parties clearly contemplated that part-time employees as defined in the contract would not get insurance benefits. The Grievants hold part-time positions that do not include benefits. They are scheduled in a manner that just barely misses the threshold for benefits, but this is allowed under Article I and XI. Thresholds are established for a reason, and people must meet those requirements to gain the benefits. Otherwise, the contract would not need to establish any level of hours or employment to receive benefits.

The records shows that employees have put in more time than they are scheduled, but they have done so on their own and without the permission of the employer. Certainly these employees

are not obligated to work any more time than they are being paid for, and if they are not able to get the work done in that time, the District will have to deal with it. The District cannot expect employees to donate their time and work for nothing. And employees cannot expect to set their own hours in order to gain benefits. They all took the job with the understanding that it was for three hours and 55 minutes, and no benefits attached to the job. They are not being asked by the District to work “off the clock” without compensation – to the contrary, they have taken it upon themselves to work extra

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minutes, without permission to do so. To now give them benefits based on their own discretion would be a stretch, at least for the Arbitrator. Where would one stop? Could employees decide to work 41 hours to get one hour of overtime, without permission? Could employees decide to work 25 hours rather than 20 to get the benefit of 90 percent paid health insurance, instead of the 50 percent level? Trelka and De Keyser have five minutes between their scheduled starting time and their first study hall period, and Vogel has six minutes. The aides seem to believe that they must be in the classroom at their scheduled starting time, but the record does not show that this is also the District’s expectation. The District expects them to be in the classroom just before the class period begins. Thus, there are five to six minutes to stop in the office, check the mail, do such minor things, and be at the classroom before the final bell rings. The Association’s reliance on Exhibit #7 is misplaced, since it was sent to substitute teachers, not study hall aides, and applies to substitute teachers. The Association seems to have added duties – such as monitoring hallways before the first study period and being there five minutes in advance – to justify the few extra minutes that the Grievants are spending at school. However, the District does not require these duties. There is not a lot of time to prepare for the job, but there is not much preparation work that is needed. If the aides cannot get supplies or seating charts or whatever is needed to do the job, it is the District’s problem.

The Arbitrator has reviewed the entire contract and finds no provision that has been violated by the District’s action in scheduling and paying the Grievants for three hours and 55 minutes. The contract calls for no minimum number of hours, and in fact, notes that any minimum once negotiated applies to employees hired before 1990. While it may seem inequitable to the Association and the employees to fall short of the threshold for benefits by a mere five minutes, it would also be inequitable to the District to have employees make their own schedule up to fill in five minutes to gain benefits. The case cannot be decided on grounds of equity, but whether or not the collective bargaining agreement has been violated. I conclude that it has not been violated.

AWARD

The grievance is denied.

Dated at Elkhorn, Wisconsin this 27th day of May, 1998.

Karen J. Mawhinney /s/
Karen J. Mawhinney, Arbitrator

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