

BEFORE THE ARBITRATOR

In the Matter of the Arbitration of a Dispute Between

SOUTH WEST EDUCATION ASSOCIATION

and

MINERAL POINT SCHOOL DISTRICT

Case 22
No. 56389
MA-10259

Appearances:

Kramer & Brownlee, by **Attorney Eileen Brownlee**, 1038 Lincoln Avenue, P.O. Box 87, Fennimore, Wisconsin 53809-0087, appearing on behalf of Mineral Point School District.

Mr. Marvin Shipley, Executive Director, South West Education Association, 960 North Washington Street, P.O. Box 722, Platteville, Wisconsin 53818-0722, appearing on behalf of South West Education Association.

ARBITRATION AWARD

Mineral Point School District and Mineral Point Educational Support Personnel are parties to a collective bargaining agreement that was in effect at all times relevant to this proceeding and which provides for final and binding arbitration of certain disputes. The Association by request to initiate grievance arbitration received by the Commission on April 22, 1998, requested the Commission to appoint either a Commissioner or a member of its staff to serve as arbitrator. The Commission appointed Paul A. Hahn as arbitrator. Hearing in the matter was held on June 17, 1998, in Mineral Point, Wisconsin. The hearing was transcribed and the parties filed briefs which were received by the Arbitrator on August 24, 1998. The parties exercised their right not to file reply briefs. The record was closed on August 25, 1998.

To maximize the ability of the parties we serve to utilize the Internet and computer software to research decisions and arbitration awards issued by the Commission and its staff, footnote text is found in the body of this award.

ISSUE

Association

Did the Mineral Point Board of Education and/or its agents violate the master agreement between the School District of Mineral Point and the Mineral Point Educational Support Personnel Article VIII, Section D? If so, what is the remedy?

School District

Did the Mineral Point Board of Education and/or its agents violate, misinterpret or inequitably apply Article VIII, Paragraph D of the collective bargaining agreement when it denied Ms. Kelly Hanson's request for an emergency leave day?

Arbitrator

Did the Mineral Point Board of Education and/or its agents violate Article VIII, paragraph D, of the collective bargaining agreement when it denied grievant Hanson's request for an emergency leave day? If so, what is the remedy?

RELEVANT CONTRACT PROVISIONS

ARTICLE II

RECOGNITION

The Board of Education of the Mineral Point Unified School District hereinafter referred to as the "Board" hereby recognizes the Mineral Point Educational Support Personnel, affiliated with South West Education Association, hereinafter referred to as the "Association", as the legally recognized sole and exclusive negotiating agent for all regular full-time and regular part-time educational support staff employees of the Mineral Point School District, excluding administrative, supervisory, managerial, confidential, professional employees, casual employees, substitutes and seasonal employees. The excluded positions are the secretary to the Superintendent and the district Bookkeeper. This is pursuant to the provisions of Sec. 111.70 of the Municipal Employment Relations Act. If the position of the district Bookkeeper is

eliminated or changed while the incumbent is still employed, said employee shall have the right to bump back into this bargaining unit based upon years of seniority earned while a bargaining unit member.

ARTICLE III

MANAGEMENT RIGHTS

Management retains all rights of possession, care, control, and management that it has by law, and retains the right to exercise these functions under the terms of the collective bargaining agreement except to the precise extent such functions and rights are explicitly, clearly, and unequivocally restricted by the express terms of this Agreement. The rights include, but are not limited by enumeration to, the following rights:

1. To direct all operations of the school system;
2. To establish and require observance of reasonable work rules and schedules of work;
3. To hire, promote, transfer, schedule and assign employees in positions with the school system;
4. To suspend, discharge and take other disciplinary action against employees;
5. To layoff (sic) employees from their duties because of lack of work or economic conditions, program changes or any other reason consistent with the terms and conditions of this contract;
6. To maintain efficiency of school system operations;
7. To take whatever action is necessary to comply with state or federal law, or to comply with state or federal agency decisions or orders;
8. To introduce new or improved methods or facilities;
9. To select employees, establish quality standards, and evaluate employee performance;
10. To install and require the use of a time clock;
11. To determine the methods, means and personnel by which school system operations are to be conducted;

12. To take whatever actions is (sic) necessary to carry out the functions of the school system in situations of emergency;

13. To contract for goods and those services which are not currently provided by present staff members on a regular basis.

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ARTICLE V

GRIEVANCE PROCEDURE

A. Definitions:

1. A GRIEVANCE is defined as a controversy that arises during the term of this agreement involving the interpretations or application of any article of this agreement.

...

E. The arbitrator shall not have authority to change, alter or modify any of the terms or provisions of this agreement. Findings of the arbitrator shall be final and binding upon both parties.

ARTICLE VIII

HOLIDAYS, VACATIONS, LEAVES

...

D. Emergency Leave – In the event of a serious illness (serious illness may be defined as confinement, personal care or hospitalization) involving a member of the immediate family (to be defined as spouse, father, mother, brother, sister, son, daughter) an employee will be allowed up to three (3) days leave per year with pay (not cumulative and not deducted from sick leave).

H. Personal Leave – Three (3) days of sick leave may be used for personal reasons at the request of the employee subject to the following stipulations, conditions and understandings:

8. (sic) Personal leave shall not be used for recreational purposes;

2. Personal leave shall not be used to purposefully extend a school calendar holiday;
3. The three (3) days of personal leave shall be deducted from accumulated sick leave days except as provided below;
4. If an employee has the maximum number (for that classification) of accumulated sick leave, then the first two days of personal leave shall not be deducted from sick leave;
5. In cases of emergency, where 24 hours notice cannot be given, then the staff member must advise his supervisory principal of the specific reason for each such leave day. On all other occasions, notice must be given twenty-four (24) hours in advance.

BACKGROUND

This grievance arbitration involves the Mineral Point School District and the Mineral Point Educational Support Personnel Association representing the employes in the various classifications set forth in Article II, Recognition and Appendix A. (Jt. 1) The grievant alleges a contractual violation by the Mineral Point School District for disallowing her request for emergency leave on December 30, 1997 and unilaterally changing her request for emergency leave to personal leave under the collective bargaining agreement. The Association also alleges a grievance on behalf of employes similarly situated to Ms. Hanson. (Jt. 2)

The Mineral Point School District and the Mineral Point Educational Support Personnel Association have agreed to a collective bargaining agreement that provides for emergency leave and personal leave. (Jt. 1, Art. VIII) Employes complete a form entitled "Classified Employee Absence Report" requesting various leaves including the emergency leave at issue in this matter. (Jt. 3-11) Up until the 1997-1998 school year, the requests for emergency leave were turned into either Katherine Martin, the pre-K-5 Principal or Ted Evans, the Middle and High School Principal. While Ms. Martin and Mr. Evans used various guidelines in determining whether emergency leave would be granted, no consistent guidelines were established by the parties to the labor agreement. Prior to the 1997-1998 school year employes in the Association had been granted emergency leave for a wide variety of incidents such as surgery, routine and scheduled medical examinations, ill children and appointments with physicians for sick or injured children. (Jt. 3-11)

Prior to the 1997 - 1998 school year, a new superintendent was hired, Mr. Vincent Smith. Mr. Smith was visited by Principals Martin and Evans who were concerned regarding the lack of guidelines and consistency governing when emergency leave would be granted. Superintendent Smith held meetings with the Association to discuss guidelines for determining when emergency leave would be granted. The parties did not reach agreement as to the

guidelines or the meaning of emergency. Mr. Smith received approval from the District's Board of Education to proceed to establish some type of guideline. On December 5, 1997, Smith issued a memorandum to all K-12 staff, including members of the Association, setting forth a guideline that dealt with emergency leave. (Jt. 12) Smith defined emergency as "an unexpected happening or condition calling for prompt action." He further defined emergency to depend on the "immediacy" of the situation involved. The Association had not agreed to this memorandum before it was issued by Superintendent Smith but did not grieve the issuance of the memorandum or raise a complaint at the time. The Association waited until the first denial of emergency leave under the Smith guideline before filing a grievance. That first grievance filed was the grievance of the grievant involved in this case, Ms. Kelly Hanson. The Association also grieved the denial of emergency leave to employees similarly situated to Hanson. (Jt.2)

The parties processed the grievance through the contractual grievance and arbitration procedure and were unable to resolve the grievance. No issue was raised as to the arbitrability of the grievance. The hearing in this matter was held by the arbitrator on June 17, 1998 in the city of Mineral Point. The hearing closed at 12:20 p.m. The hearing was transcribed. The parties were given the opportunity and did file briefs. The briefs were submitted to the arbitrator on August 24, 1998. The parties declined the opportunity to file reply briefs. The record was closed by the arbitrator on August 25, 1998.

POSITION OF THE PARTIES

Union

It is the position of the Association that the contract language regarding emergency leave is clear and needs no further definition and should not be defined further without agreement between the parties. The Association argues that no time factor is set forth in paragraph D of VIII (Emergency Leave) (Jt. 1) The 24-hour rule, argued by the District, was specifically used for personal leave (paragraph H) (Jt. 1); it was not intended nor can it be used to define emergency leave. The District argues that an event happening more than 24 hours before the need for the leave is not an emergency. The Association argues that employe Idamae Gilman was given emergency leave on October 10, 1997 under the same circumstances emergency leave was denied to Kelly Hanson on December 30, 1997. The Association cites what it regards as ample past practice that justifies the receipt of emergency leave by similarly situated employe Terri Dolphin which was denied in February of 1998. Ms. Dolphin had received emergency leave on at least two prior occasions under the exact same fact situation as the one denied. The Association argues that at no time in the past has "immediacy" or an "hourly rule" been used by the District in considering and/or denying emergency leave. The Association argues that Superintendent Smith erroneously tried to define emergency when emergency was already defined by specific contract language. Lastly, the Association argues that the District cannot unilaterally change a term of the collective bargaining agreement and that any change must be negotiated and agreed to by the Association. The Association position

is that the grievant and similarly situated employees should be made whole by reinstatement of one day of personal leave to the grievant and those similarly situated, the immediate granting of emergency leave for the days requested in accordance with Article VIII, Section D, the agents of the Mineral Point Board of Education be directed to cease and desist from future violations, misinterpretations, and inequitable applications of Article VIII, Section D and any other remedy deemed necessary to make the grievant whole.

District

It is the position of the District that no clear past practice has been established in the granting of emergency and personal leave; this is established by the District's compilation of the use of personal and emergency leave by members of the bargaining unit. (Jt. 3-11) The District argues that it and the Association wanted consistency in the granting of emergency leave. In an attempt to do this, the Board of Education gave Superintendent Smith the discretion to establish and determine this consistency and the appropriate use of emergency leave. The District argues that Superintendent Smith established an emergency leave definition consistent with the definition of "emergency" under the personal leave language of Article VIII, Paragraph H. The District argues that its position is strengthened by the use of the word "may," in describing what might be a serious illness under the emergency leave provision of Article VIII and that what is a serious illness and whether it occurred within 24 hours are the criteria that must be considered in determining whether an employee's request for emergency leave is appropriate.

The District argues that the Association never grieved the definition of emergency leave as used by Evans who, the District argues, tied time of the emergency and the seriousness of the illness together. The District also points out that the Association never objected to Smith's definition of emergency when he issued it in December of 1997. (Jt. 2) The District points out that the Association has the burden in a contract language violation case to prove that its interpretation of contract language is more persuasive than the District's. The District's position is that the Association has failed in that attempt.

As it relates to the specific grievance of Kelly Hanson (grievant), the District argues that Ms. Hanson knew more than 24 hours in advance that she would need leave because of her husband's surgery and that this was the reason that the emergency leave was denied to the grievant. As to similarly situated employees specifically mentioned by the Association, the District points out that their issue is not timeliness, insofar as denial of their use of emergency leave, but the issue is the seriousness of the illness. Therefore the other employees are not similarly situated to Hanson.

The District further argues it is attempting to establish a reasonable work rule within its management rights. It notes that, although denied emergency leave, the grievant was given personal leave and therefore did receive paid leave under the collective bargaining agreement. Lastly, it is the District's position that its definition of "emergency" is reasonable and that the Association has not met its burden of proof to show that its definition is more reasonable than

the District's. It is the District's position that the Association has failed to prove that the denial of an emergency leave day to Ms. Hanson was inconsistent with the criteria for emergency leave and that the grievance should be denied.

DISCUSSION

This is a contract interpretation case. The Association argues that the language of the agreement is clear; the definition of emergency does not contain any time element. The District argues that the language is not definite and the burden is on the Association to prove that its interpretation is more reasonable than the District's definition of emergency. The District unilaterally imposed an "immediacy" element to the definition of emergency and argues that under the management rights clause it had this right. While reserving my decision for the moment, it is worthwhile, given the parties' briefs, to consider two accepted methods, under arbitration case law, for determining the meaning of contract language: bargaining history and past practice.

In this case, the record is devoid of any bargaining history. No witness for either party testified that he or she had been at the bargaining table when the emergency leave language was negotiated. It is also apparent that the language at issue has not been addressed in recent negotiations.

The parties did argue that past practice should be considered by the arbitrator in deciding this issue. The District takes the position that the record of leaves (Jt. 3-11) - shows that emergency leave has not been consistently granted or considered by the two administrators who made the decision to grant or deny emergency leave prior to the 1997-1998 school year. Martin testified that she essentially let the employees decide. I find Evans' testimony to be less than clear. Evans testified that he considered whether the illness that necessitated the emergency leave request was serious. He also considered whether the illness was scheduled or required action in less than twelve hours. I credit that Evans may have had these guidelines in his head, but the record demonstrates that he rarely exercised them. In fact, Evans testified that he recalled denying only one emergency leave request. I find that the record establishes that emergency requests were rarely denied before the 1997—1998 school year. 1/

1/ I have appended to this decision as appendix A a compilation of Exhibits 3-11 which in graphic form show that either the administrators almost always agreed with the requests or that the employees themselves made the decision whether a leave request was emergency or personal. I believe that there is sufficient evidence in the record to find that there was not any time element considered as part of the process in asking for or being granted emergency leave. Nor was the seriousness of an illness a part of that decision-making process on any consistent basis.

The record of past practice prior to 1997 – 1998 does establish that very little distinguished emergency leave from personal leave. This, of course, is what the District was trying to address in the Fall of 1997 when the two administrators, Martin and Evans, met with the new superintendent, Smith, and expressed their concern over the lack of a guideline for granting emergency leave. They were only too happy to turn this matter over to Smith. Smith met with a representative of the Association, Pelton, and they discussed the inconsistent circumstances that justified the use of emergency leave. Contrary to the District, I find that the record does not support the District's analysis of the record that the Association made an agreement with the District to define when employees could use emergency leave.

Smith issued his memorandum in December of 1997 defining when emergency leave could be used. (Jt. 12) Smith used the words, "immediacy" and "unexpected happening" to describe an event when emergency leave could be used. He specifically stated that a scheduled appointment would not qualify. The District argues strongly that the arbitrator should consider the 24 hour rule in the definition of personal leave that defines emergency; this rule was not used by Smith in his December memorandum. (Jt. 12) I agree with the Association that the specific use of 24 hours to define emergency in the personal leave section and the lack of using it in the emergency leave section makes it more likely that the negotiating parties never tied an emergency to a 24 hour time period. (Jt. 1) It is interesting to note that the use of the guidelines in Smith's memorandum would not necessarily offer the specific guidelines that the District hoped for. The words used by Smith are still open to various interpretations which I surmise is why the District would like the 24 hour rule adopted. (As stated earlier, the 24 hour rule in the personal leave section of Article VIII would define emergency as happening within 24 hours of the time the leave was needed. [Jt. 1])

I find that the "emergency" contract language is clear and that the Association's position is the more reasonable. The problem of trying to define the word further is the word is already defined. Emergency is a heading: it is defined by what follows and is defined as a serious illness. Serious illness is also defined by what follows: confinement, personal care or hospitalization. There simply is nothing in the definition that requires emergency to meet the definitions stated in Smith's December 1997 memorandum; nor is there any requirement that an emergency only occurs where 24 hours notice cannot be given. Were I to rule otherwise I would be adding language to the parties' labor agreement, which is specifically prohibited by the grievance and arbitration procedure in the agreement. 2/

2/ *In a similar case, with similar language, Arbitrator Raleigh Jones came to the same conclusion. "There simply is no such requirement in the language that the 'emergency situation' be sudden and unforeseen. This means that if a 'serious illness' exists, it (i.e., the 'serious illness') does not also need to be an 'emergency' within the subjective opinion of management." NORTHWEST EDUCATORS V. ST. CROIX FALLS SCHOOL DISTRICT, MA-9909 (JONES, 1998).*

The District argues that it has the right under its management rights clause to modify a work rule to add a 24 hour provision. Work rules can be unilaterally implemented by an employer where the rule does not conflict with the parties' contract and the rule is reasonably related to the efficient operation of the organization. 3/ In this case, the District cannot use this argument. I have found that "emergency" is defined by the contract language and the 24 hour rule proposed by the District conflicts with the contract terms. If Smith's memorandum were intended to be a work rule, it clearly affects a condition of employment (when emergency leave can be used) and therefore must be bargained. Bargaining did not happen in this case, and the Association never waived its rights to bargain. The District cannot alter the definition of emergency by use of its right to establish work rules. 4/

3/ "It is settled rule of arbitration that a company has the right unilaterally to issue and enforce rules that (1) do not conflict with any provision of the parties' agreement or law and (2) are reasonably related to the safe, orderly, and efficient operation of the company's business." INDUSTRIAL FINISHING COMPANY, 40LA670, 671 (DAUGHERTY, 1963)

As I have found, while Smith's memorandum might be a rule reasonably related to the efficient operations of the District, it does not survive the first part of the test because of its conflict with the terms of the agreement which clearly take precedence.

4/ In a case where the employer tried to unilaterally change work rules regarding absenteeism, Arbitrator Morris found that the employer violated the labor agreement by refusing to bargain over the work rule changes. Relying on arbitration and NLRA case law, Morris held that rules on absenteeism were a mandatory subject of bargaining and absent Union waiver the employer had to bargain. KEEBLER COMPANY, 75LA975, 982-984, (MORRIS, 1980).

Having ruled as I have regarding the definition of emergency leave, I find that the grievant should have been allowed the use of emergency leave as she requested. Hanson's husband was hospitalized and needed her personal care and therefore the leave request met the definition of serious illness and thereby met the definition of emergency. The Association requests that I find in favor of similarly situated employees. The only other two employees that the parties brought forward at hearing were Dolphin and Greenwood. Dolphin's husband had scheduled surgery which he has periodically and has been granted emergency leave for it in the past. As he is hospitalized and needs Dolphin's personal care, her request was appropriate for emergency leave. It is also clear from the record and past practice that Greenwood's situation with her ill son has been approved for emergency leave for other employees and it should be approved for her in this case.

I find it significant to note that employees are voluntarily trying to comply with Superintendent's Smith's memorandum. A review of appendix A attached hereto shows that employees are using personal leave for medical situations that in the past they would have used emergency leave. It is also apparent that Smith has overruled very few requests for emergency

leave. By this opinion, I do not suggest that employes should discontinue what appears to be an attempt to cooperate with the District in the use of emergency and personal leave. However, in the case of these three grievants, their grievances must be sustained. The same is true for other employes who had their emergency leaves denied where it is clear from this decision their leaves should have been granted. Based on the record, I make the following award and remedy.

AWARD

The District violated Article VIII, paragraph D, of the collective bargaining agreement by denying emergency leaves to Hanson on December 30, 1997, Dolphin on February 12, 1998, and Greenwood on February 19, 1998.

REMEDY

The grievances of the three named employes and any similarly situated employes are sustained and they shall be granted one day of emergency leave for that day. To effect this remedy, the grievants shall have their personal/sick leave account credited by one day, and their emergency leave account debited by one day, as appropriate. The reason for this remedy is only to make the employes whole, not to grant them an extra paid day for emergency or personal leave.

Dated at Madison, Wisconsin, this 17th day of September, 1998.

Paul A. Hahn /s/

Paul A. Hahn, Arbitrator

APPENDIX A

ELEMENTARY SCHOOL

| DATE | REASON | EMPLOYEE | EMERGENCY | PERSONAL | APPROVING AUTHORITY |
|----------|-------------------------|------------|-----------|----------|---------------------|
| 9/6/95 | Surgery to April | Hubbard | X | | Martin |
| 9/21/95 | Medical consultation | Dolphin | | X | Martin |
| 10/5/95 | Husband in hospital | Kane | X | | Martin |
| 10/18/95 | Home w/Jacob | Roberts | X | | Martin |
| 12/5/95 | Anna appointment | Roberts | | X | N/A |
| 1/2/96 | Family illness | Roberts | X | | Martin |
| 1/16/96 | Sick child | Blackbourn | X | | Martin |
| 1/18/96 | Illness of child | Blackbourn | X | | Martin |
| 2/5/96 | Illness | Conwell | | X | Martin |
| 2/7/96 | Sick child | Dolphin | X | | Martin |
| 2/22/96 | Sister's surgery | Dolphin | X | | Martin |
| 2/29/96 | Husband – medical | Dolphin | X | | N/A |
| 3/1/96 | Husband hospitalization | Dolphin | X | | Martin |
| 5/8/96 | ? | Buss | X | | Martin |
| 10/2/96 | Mother to specialist | Hubbard | X | | Martin |
| 10/7/96 | X-Rays and CT Scan | Hubbard | # | X | Martin |
| 10/16/96 | Child – strep | Dolphin | X | | Martin |
| 10/31/96 | Dr. appointment | Hubbard | | X | Martin |
| 11/6/96 | Son's surgery | Milz | X | | Gurleu |
| 11/8/96 | Son's post-surgery | Milz | X | | Gurleu |
| 12/5/96 | Sick child | McDonald | X | | Martin |
| 12/10/96 | Ill child | McDonald | X | | Martin |
| 12/11/96 | Hospital appointment | Hector | | X | Martin |
| 2/3/97 | Dr. appointment | McDonald | | X | Martin |
| 2/19/97 | Husband – medical test | Dolphin | X | | Martin |
| 3/6/97 | Sick child | McDonald | X | | Martin |
| 3/11/97 | Family illness | Blackbourn | X | | Martin |
| 3/17/97 | Mother-in-law's death | Schwartz | X | | Martin |
| 4/7/97 | Family illness | Blackbourn | X | | Martin |
| 4/23/97 | Father's surgery | Kane | X | | Martin |
| 4/23/97 | Ill child | Dolphin | X | | Martin |

ELEMENTARY SCHOOL

| DATE | REASON | EMPLOYEE | EMERGENCY | PERSONAL | APPROVING AUTHORITY |
|-------------|-----------------------------|-----------------|------------------|-----------------|----------------------------|
| 5/12/97 | Dr. appointment | Bergenske | | X | Martin |
| 5/14/97 | Sick child | McDonald | | X | Martin |
| 9/12/97 | Son to emergency room | Dolphin | X | | Smith |
| 10/14/97 | Medical tests | Dolphin | | X | Martin |
| 10/24/97 | Mother's illness | Milz | X | | Smith |
| 10/27/97 | Caring for ill mother | Milz | | X | Smith |
| 11/21/97 | Son to emergency room | McDonald | # | X | Martin |
| 11/19/97 | Sick child | McDonald | | X | Martin |
| 12/2/97 | Daughter's surgery | Kane | # | X | Martin |
| 1/7/98 | Daughter's hospitalization | Hubbard | X | | Smith |
| 1/22/98 | Ill child | McDonald | | X | Martin |
| 1/29/98 | Ill child | Blackbourn | | X | Martin |
| 2/12/98 | Husband's medical procedure | Dolphin | # | X | Smith |

MIDDLE SCHOOL

| DATE | REASON | EMPLOYEE | EMERGENCY | PERSONAL | APPROVING AUTHORITY |
|----------|-------------------------------------|----------|-----------|----------|---------------------|
| 7/12/95 | Mammogram at hospital | Hanson | | X | Martin |
| 10/30/95 | Dr. appointment | Hanson | | X | Evans |
| 11/1/95 | Children's orthodontist appointment | Hanson | | X | Evans |
| 11/6/95 | Dr. appointment | Hanson | | X | Evans |
| 11/13/95 | Mother-in-law's surgery | LaDow | X | | Shuler |
| 12/19/95 | Sick child | Carey | X | | Evans |
| 12/21/95 | Child's surgery | Weicht | X | | Adams |
| 12/22/95 | Child's surgery | Weicht | X | | Adams |
| 2/20/96 | Mother's surgery | Galle | X | | Gruber |
| 3/6/96 | Son's orthodontist appointment | Hanson | | X | Evans |
| 4/19/96 | Mom to hospital | Palzbill | X | | Gruber |
| 4/26/96 | Son to specialist | Palzbill | X | | Gruber |
| 5/3/96 | Son's counseling appointment | Hanson | X | | Evans |
| 5/15/96 | Son's counseling appointment | Hanson | X | | Evans |
| 10/6/96 | Medical tests | Calvert | | X | Evans |
| 12/5/96 | Sleep deprivation test | Palzbill | | X | Gruber |
| 1/2/97 | Dr. appointment | Palzbill | | X | Gruber |
| 1/4/97 | Dr. appointment | Hanson | | X | Evans |
| 2/18/97 | Dr. appointment | Carey | | X | Evans |
| 2/21/97 | Husband's surgery | Schaaf | X | | Evans |
| 2/27/97 | Dr. appointment | Carey | | X | Evans |
| 4/8/97 | Mother's surgery | Galle | X | | Gruber |
| 4/29/97 | Dr. appointment | Hartung | X | | Evans |
| 5/22/97 | Child to doctor | Carey | | X | Evans |
| 7/8/97 | Dr. appointment | Hanson | | X | Evans |
| 9/5/97 | Dr. appointment | Hanson | | X | Evans |
| 9/10/97 | Dr. appointment | Hanson | | X | Evans |
| 10/10/97 | Husband's surgery | Gilman | X | | Smith & Evans |
| 10/23/97 | Mother-in-law home from hospital | Pelton | # | X | Smith |
| 11/14/97 | Dr. appointment | Hanson | | X | Evans |
| 12/30/97 | Husband's surgery | Hanson | # | X | Evans |
| 1/30/98 | Hospital tests | Gilman | | X | Evans |
| 2/4/98 | Hospital tests | Gilman | | X | Evans |

MIDDLE SCHOOL

| DATE | REASON | EMPLOYEE | EMERGENCY | PERSONAL | APPROVING AUTHORITY |
|-------------|-------------------------|-----------------|------------------|-----------------|----------------------------|
| 2/9/98 | Husband in car accident | Buss | X | X | Smith |
| 2/25/98 | Hospital tests | Gilman | | X | Evans |
| 3/23/98 | Husband's surgery | Buss | | X | Evans |
| 3/11/98 | Husband's care | Buss | | X | Evans |
| 3/18/98 | Hospital tests | Gilman | | X | Evans |

HIGH SCHOOL

| DATE | REASON | EMPLOYEE | EMERGENCY | PERSONAL | APPROVING AUTHORITY |
|----------|--------------------------------|---------------|-----------|----------|---------------------|
| 10/23/95 | Son to Dr. (sprain) | Gallagher | X | | Adams |
| 2/8/96 | Son to oral surgeon | Swingen | X | | Gruber |
| 2/21/96 | Child ill | Speth | X | | Adams |
| 3/20/96 | Hospital tests | Swingen | | X | Adams |
| 3/21/96 | Daughter in hospital | Schutt | X | | Adams |
| 5/16/96 | Plumbing emergency | Speth | X | | Adams |
| 5/23/96 | Wife to Dr. appointment | Argall | | X | Adams |
| 9/3/96 | Dr. appointment | Gallagher | | X | Evans |
| 10/23/96 | Son-in-law's health problems | Schutt | X | | Evans |
| 11/8/96 | Ill son | Speth | X | | Evans |
| 12/24/96 | Husband sick | Kroll | X | | Evans |
| 1/6/97 | Son's oral surgery | Kroll | X | | Evans |
| 1/20/97 | Wife's surgery | Speth | X | | Evans |
| 5/8/97 | Lisa's baby born | Austin (Geri) | # | X | Evans |
| 10/24/97 | Dr. appointment | Speth | | X | Evans |
| 10/29/97 | Son ill | Speth | | X | Evans |
| 11/13/97 | Daughter's baby born & surgery | Schutt | # | X | Smith |
| 12/2/97 | Wife hospitalized | Argall | X | | Smith |
| 12/22/97 | Wife's Dr. appointment | Argall | | X | Evans |
| 1/5/98 | Son's surgery | Gallagher | | X | Evans |
| 1/7/98 | Surgery problems | Gallagher | | X | Smith |
| 1/14/98 | Penny's operation | Schutt | | X | Evans |
| 1/22/98 | Dr. for daughter | Greenwood | | X | Evans |
| 2/19/98 | Dr. appointment | Kroll | | X | Evans |
| 2/19/98 | Son sick | Greenwood | # | X | Smith |
| 2/20/98 | Gall bladder surgery | Ruppert | | X | Evans |
| 3/3/98 | Children to doctor | Greenwood | | X | Evans |
| 3/9/98 | Wife to doctor | Argall | | X | Evans |
| 5/5/98 | Dr. appointment | Swingen | | X | Evans |