

BEFORE THE ARBITRATOR

In the Matter of the Arbitration of a Dispute Between

AFSCME, LOCAL 3286

and

RICE LAKE AREA SCHOOL DISTRICT

Case 59
No. 58396
MA-10943

(Grievances of Susan Johnson)

Appearances:

Mr. Steve Hartmann, Staff Representative, Wisconsin Council 40, AFSCME, AFL-CIO, on behalf of Local 3286.

Weld, Riley, Prenz & Ricci, S.C., by **Attorney Stephen L. Weld**, on behalf of the District.

ARBITRATION AWARD

On June 24, 1999, AFSCME, Local 3286, filed a grievance on behalf of Susan Johnson, a secretarial employee at the Rice Lake High School, challenging the District's decision to not pay a mileage stipend in school year 1998-99. That grievance was denied by High School Principal Robert Fisher, Business Manager Pat Blackaller, and the Board of Education of the Rice Lake Area School District. Local 3286 timely processed the grievance to arbitration. The undersigned was assigned as arbitrator by the WERC.

Grievant Johnson also filed three grievances in October of 1998-01-98, 05-98 and 06-98. All three grievances related to performance deficiencies noted and reprimands issued by Principal Fisher to Ms. Johnson at the end of the 1997-98 school year and at the start of the 1998-99 school year. All three grievances were timely processed to arbitration.

In January 2000, Grievant Johnson filed a grievance regarding the denial of a vacation request. That grievance, 01-00, was also timely processed to arbitration.

Information was received and arguments heard by the parties regarding all of the alleged grievances at a hearing held in Rice Lake on April 4, 2000. The following constitutes my award:

AWARD{tc "AWARD"}

1. The District shall pay Grievant \$100 for mileage fee for school year 1998-99.
2. Grievant shall not receive mileage pay for school year 1999-2000.
3. Grievant shall not drive her personal vehicle on School District business unless given specific written authorization to do so. If required to travel on District business, Grievant shall be assigned a School District vehicle. If required to utilize her personal vehicle to travel from home for night classes required by the District, mileage will be paid at the District's cents per mile rate then in effect.
4. The District shall utilize nine-month employees, if available, when Grievant makes a vacation request; however, Grievant, being the only 12-month employee in the high school support staff, must understand that her vacation requests at the start of a school year, during the Christmas break, and at the end of the school year may not be granted because of the needs of the District.
5. The District has a series of concerns regarding Grievant's performance. Areas of District concern include the following: tardiness, failure to comply with District parking regulations, failure to comply with contractual break limitations, failure to answer the phone, failure to perform required duties such as distribution of outgoing mail twice a day, poor time management, poor work quality (accuracy) and the fact that Ms. Johnson needs to improve her ability to use computers and other equipment provided by the District. The District is also concerned that Grievant's attitude adversely affects her productivity and effectiveness.

Grievant denies having any performance or attitude deficiencies.

I make no ruling on the merits of either party's claims with respect to alleged performance or attitude deficiencies except to note that they are in the past. However, in an effort to avoid future disputes over attitude and performance, I order meetings between Principal Fisher, Associated Principal Hufdahl, Ms. Johnson, and a Union representative five times a year on or about August 15 (the end of the summer break), on or about November 1 (the end of the first quarter), on or about January 15 (the end of the first semester) on or about

April 1 (the end of the third quarter), and on or about June 1 (the end of the school year). The meetings will be held more frequently if performance deficiencies which could lead to possible discipline are noted.

6. The District will clearly mark all handicapped parking spaces at the high school and make all employees and students aware of the consequences of improperly parking in same.

7. The Arbitrator retains jurisdiction in this matter.

Dated at Madison, Wisconsin this 16th day of January, 2001.

Amedeo Greco /s/

Amedeo Greco, Arbitrator

