

BEFORE THE ARBITRATOR

In the Matter of the Arbitration of a Dispute Between

LOCAL 3055, AFSCME, AFL-CIO

and

GREEN BAY AREA PUBLIC SCHOOL DISTRICT

Case 210

No. 59895

MA-11448

Appearances:

Mr. David Campshure, Staff Representative, Wisconsin Council 40, AFSCME, AFL-CIO, appearing on behalf of the Union.

Mr. Jack D. Walker, Attorney at Law, Melli, Walker, Pease & Ruhly, S.C., appearing on behalf of the Employer.

WRITTEN CONFIRMATION OF BENCH AWARD

The Union and Employer named above are parties to a 2000-2002 collective bargaining agreement that provides for final and binding arbitration of certain disputes. The parties requested that the Wisconsin Employment Relations Commission appoint an arbitrator to hear the grievance of Michael Forrest. The undersigned was appointed and held a hearing on August 9, 2001, in Green Bay, Wisconsin. At the conclusion of the hearing, the parties argued their case and the Arbitrator issued a bench decision, denying the grievance. This document is a confirmation of that bench decision.

The parties stipulated that the issue is whether the District violated Article XII of the collective bargaining agreement by failing to grant emergency leave to Mr. Forrest on September 18, 2000. The language in Article XII under emergency leave allows for leave in four categories. The one at issue states: "Breakdown of personal automobile and unreasonable accessibility or inaccessibility or public transportation."

September 18, 2000, was a Monday and the Grievant was scheduled to work at 7:00 a.m. at the District. On September 17, he and his family had been at a cottage about 60 miles from Green Bay in the Town of Mountain. His truck wouldn't start when he tried to go home, and he called his father-in-law to borrow a car to get back to Green Bay the evening of September 17th. The Grievant was in Green Bay on the morning of September 18th and called in to the District to say that he would not be at work because his truck was broken down up north. He bought parts in Green Bay in the morning and went back to his cottage to fix the truck. He returned to Green Bay about 4:00 p.m. The Grievant requested emergency leave for September 18, 2001, which was denied by John Wilson, the Assistant to the Superintendent for Human Resources. The District allowed him to use personal leave for that day.

Wilson makes all emergency leave decisions and enforces the language in a strict and consistent manner. Where employees have had cars that have broken down but have access to public transportation, emergency leave has been denied. The Grievant had access to a bus while in Green Bay on September 18th.

The Arbitrator found no violation of the labor agreement where the language specifically notes that emergency leave is available for a breakdown of a personal automobile **and unreasonable accessibility or inaccessibility or public transportation**. This language limits emergency leave to not just the breakdown of a vehicle, but also the lack of public transportation. Since the Grievant was in Green Bay on the morning of September 18th and could have taken a bus to and from work, there was accessible public transportation. It may have been reasonable for him to bring his wife and children home, go back and fix his vehicle himself on Monday, but that is more in keeping with the personal leave language of the contract. The emergency leave provisions are fairly narrow and specific, and they have been consistently enforced. Accordingly, the grievance was denied.

AWARD

The grievance is denied.

Dated at Elkhorn, Wisconsin this 20th day of August, 2001.

Karen J. Mawhinney /s/

Karen J. Mawhinney, Arbitrator