

BEFORE THE ARBITRATOR

In the Matter of the Arbitration of a Dispute Between
GENERAL TEAMSTERS UNION, LOCAL 662, AFL-CIO
and
MCDONOUGH MANUFACTURING COMPANY

Case 1
No. 59648
A-5913

(Michael Waite Grievance)

Appearances:

Previant, Goldberg, Uelmen, Gratz, Miller & Brueggeman, S.C., by **Attorney Jill M. Hartley**, appearing on behalf of the Union.

Weld, Riley, Prenz & Ricci, S.C., by **Attorney Victoria L. Seltun**, appearing on behalf of the Company.

SUPPLEMENTAL ARBITRATION AWARD

On August 22, 2001, the undersigned issued an award subsequent to a hearing in the above captioned matter, providing, in pertinent part:

Accordingly, the Company is ordered to provide the Grievant with 5 days of PTO in addition to that normally accrued, representing additional paid time off he earned between July 28, 2000 and July 27, 2001, to be used by the Grievant before January 1, 2003.

Subsequent to issuance of the award, a question was raised as to implementation of the award in light of arguably conflicting language elsewhere in the contract. This Supplemental Award is being issued to resolve any conflict.

The issue concerns the language of Article 24, Section 9 of the contract, which provides as follows:

. . .

Maximum accrual and carry-over. The maximum accrual of PTO is as set forth in Section 2 above. When an employee reaches the maximum limit, no additional PTO time will accrue until PTO time is taken. At the end of each employee's year of employment, the employee will be allowed to carry a maximum of 80 PTO hours to the following year; provided, however, that such carried over PTO must be taken within the first six (6) months of that year or it will be forfeited.

. . .

Had the Grievant accrued PTO at the appropriate rate during the employment year between July 28, 2000 and July 27, 2001, he would have accrued a total of 96 hours, or 12 days, during that period, rather than the 56 hours, or 7 days, originally provided – a difference of 5 days, as indicated in the award. Under the contract, any PTO remaining as of July 27, 2001, up to a maximum of 80 hours, would need to be used by January 27, 2002, or six months from the end of the previous year. The original award, granting the Grievant until January, 2003, within which to use the additional PTO, thus provides the Grievant with a benefit to which he would not otherwise be entitled under the contract, and to that extent it must be modified. On the other hand, requiring the use of the additional PTO by January 27, 2002, would likewise be inequitable, inasmuch as nearly two months have passed since the end of the Grievant's employment year, which would narrow the window for use of the additional PTO by a corresponding amount.

Based upon the foregoing and the record as a whole, therefore, I hereby make and issue the following

SUPPLEMENTAL AWARD

The Company is ordered to provide the Grievant with a total of five (5) days of PTO in addition to that normally accrued, representing additional time off he earned between July 28, 2000 and July 27, 2001, to be used by the Grievant within six (6) months of the date of this supplemental award.

Dated at Eau Claire, Wisconsin, this 21st day of September, 2001.

John R. Emery /s/

John R. Emery, Arbitrator

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