BEFORE THE ARBITRATOR

In the Matter of the Arbitration of a Dispute Between

WOOD COUNTY COURTHOUSE, SOCIAL SERVICES AND UNIFIED SERVICES EMPLOYEES, LOCAL 2486, AFSCME, AFL-CIO

and

WOOD COUNTY

Case 162
No. 63666
MA-12663

(Steven Bantz Grievance)

Appearances:

Mr. Gerald Ugland, Staff Representative, Wisconsin Council 40, AFSCME, AFL-CIO, P.O. Box 35, Plover, Wisconsin 54467-0035, on behalf of the Union.

Ruder Ware, **by Attorney Dean R. Dietrich,** 500 Third Street, P.O. Box 8050, Wausau, Wisconsin 54402-8050, on behalf of the County.

ARBITRATION AWARD

Wood County Courthouse Employees, Local 2486, AFSCME, AFL-CIO (herein the Union) and Wood County (herein the County) have been parties to a collective bargaining relationship for many years. At the time of the events chronicled herein, the collective bargaining agreement in effect until December 31, 2001, had expired and the parties were negotiating a successor agreement. On May 19, 2004, the Union filed a request with the Wisconsin Employment Relations Commission (WERC) to initiate grievance arbitration over an oral reprimand issued to bargaining unit member Steven Bantz (herein the Grievant). The Undersigned was appointed to hear the dispute and a hearing was conducted on October 18, 2004. The proceedings were not transcribed. The County filed its initial brief on January 11, 2005, and the Union filed its initial brief on January 12, 2005. The Union notified the Arbitrator it would not be filing a reply brief. On February 7, 2005, the County filed a reply brief, whereupon the record was closed.

ISSUES

The parties did not agree to a statement of the issues. The Union would frame the issues as follows:

Did the Employer violate the collective bargaining agreement when it denied Steven Bantz vacation and issued a verbal reprimand of Steven Bantz?

If so, what is the remedy?

The County would frame the issues as follows:

Whether the County violated the Labor Agreement when it denied the Grievant's vacation request and disciplined the Grievant for failing to have his paperwork up to date on October 1, 2003?

If so, what is the appropriate remedy?

The Arbitrator frames the issues as follows:

Did the County violate the collective bargaining agreement when it denied the Grievant's vacation request and reprimanded him for not having his paperwork up to date by October 1, 2003?

If so, what is the appropriate remedy?

PERTINENT CONTRACT LANGUAGE

Article 1 – Management's Rights

1.01 Except as otherwise specifically provided in this Agreement, the Employer retains all rights and functions of management that it has by law.

1.02 Without limiting the generality of the foregoing, this includes:

1.02.01 The management of the work and the direction and arrangement of the working forces, including the right to hire, discipline, suspend or discharge for just cause or transfer. The right to relieve employees from duty because of lack of work or for other

legitimate reasons is left exclusively to the Employer, provided that this will not be used for purposes of discrimination against any member of the Union because of union activity;

. . .

1.02.06 The determination of the size of the working force, the allocation and assignment of work to workers, determination of policies affecting the selection of employees, establishment of quality standards and judgment of workmanship required;

. . .

1.02.10 The right of the Employer to determine and enforce standards of work production is fully recognized, and continued failure of an employee to produce on the basis of Employer standards will be due cause for discipline, including discharge;

1.02.11 The Employer may enforce work rules and regulations now in effect and which it may issue from time to time not in conflict herewith.

1.03 It is agreed that disputes which arise from the application of Management's Rights are grievable.

Article 10 – Vacations

10.01 All regular full-time employees covered by the terms of this Agreement shall be allowed paid vacations according to the following schedule:

Years of Service	Weeks of Vacation
1	2
7	3
12	4
18	5
25	6

Employees will receive their contractual vacation entitlement on their anniversary date of employment.

. . .

10.04 In exceptional circumstances, the department head may allow an employee to carry over his/her vacation or a part of his/her vacation into the succeeding vacation year.

In instances where "carry over" is allowed, said vacation time must be used in the first three (3) months of the new vacation year or be lost, unless the choice of vacation is denied by the department head in that three (3) month period.

10.05 Vacation preference, by department, shall be selected on the basis of seniority. However, vacation requests received subsequent to February 1st in any year, will be dealt with on a first come, first served basis.

BACKGROUND

Steven Bantz, the Grievant herein, has been a Social Worker for the Wood County Department of Social Services and a member of the bargaining unit represented by Local 2486, AFSCME, AFL-CIO since December, 1998. Bantz worked in the DSS Family Services Intensive In-Home Unit until early 1993, under the supervision of Marilyn Schreuder. His duties in this unit included assessing families referred for services, doing therapeutic interventions, making referrals to other agencies and monitoring court orders. Part of his responsibilities involved dictation of case reports within specified time parameters. In February, 2003, Bantz applied for a position in the DSS Adult Services Unit, under the supervision of Don Fox, which he received. Over the next several months there was a transition period as Bantz gradually finished up his cases in the Family Services Intensive In-Home Unit and acquired cases in the Adult Services Unit.

In order to expedite case processing and to comport with standards determined by the Wisconsin Department of Health and Family Services, the Department has established a Paperwork/Dictation Policy, which has been in effect since at least 1989, as follows:

. . .

The agency standard is that paperwork, regular dictation and reviews are done on schedule.

The priorities are dictation are: Child Protective Services Intake; Court, including custody investigations; Aid to Families with Dependent Children – Foster care, group care and child caring instructions dictation, i.e., opening and reviews; COP, COP-W; Permanency Planning; funded programs; other opening dictation; all other reviews.

The work on review lists will be done in a timely manner starting with the earliest date and proceeding chronologically.

Review dates will be established six months after supervisors sign the Action Sheet, or the date written on the Action Sheet, whichever is less. A review date due 3/15/89 is established as 3/89.

If the work is not complete within two months of the established due date, the worker will receive:

1) a verbal reprimand
2) a request to establish a plan to accomplish completion
3) notification that comp time, vacation, committee meetings or board involvement will not be allowed until work is timely.

If still not complete, a written reprimand will follow, to be placed in the personnel file.

Prior to April, 2003, State guidelines mandated that investigations be completed within 60 days of case opening and follow-up paperwork be completed within another 60 days. In April, 2003, pursuant to a change in State guidelines, the policy was revised, as follows:

. . .

The agency standard is that paper work, regular dictation, and reviews are done on schedule.

Dictation refers to Child Protective Services Intake, Court, foster care, group care and child caring institutions dictation. It includes opening and reviews, Community Options Program, COP waiver, Permanency Planning, funded programs, other opening dictation and all other reviews. Economic Support workers will follow the "Economic Support Processing Deadlines Policy" found in Section III of the Wood County Social Services On-line Policy Manual.

The work on review lists will be done in a timely manner starting with the earliest date and proceeding chronologically.

Review dates will be established three months after the case opening.

If the worker has not completed dictation within three weeks of the established due date, the worker will receive:

1. A verbal reprimand
2. A request to establish a plan to accomplish completion.
3. A notification that compensatory time, vacation, committee meetings or board involvement will not be allowed until dictation work is timely.

(Note: This policy covers the date of dictation, not the date that the work is typed up or reviewed by supervisors.)

If the work is still not complete, a written reprimand will follow, to be placed in the personnel file.

During the week of July 21, 2003, Schreuder spoke Bantz and told him the Family Services Social Workers were expected to have their dictation caught up by September 1. This included any cases due prior to July 1. She confirmed this conversation by email on July 29 and copied in Fox to let him know that Bantz might require overtime to complete his work. The email also advised Bantz that failure to meet the deadline could result in consequences, such as denial of requests to use compensatory time or to attend trainings. Bantz did not meet the September 1 deadline.

On September 5, 2003, Schreuder sent an email to a number of Social Workers, including Bantz, advising them that any reviews overdue prior to July 1 were not up to date. She advised the Social Workers that they should use overtime and protected time to complete their dictation and that employees would not be allowed to use comp time or vacation or attend trainings until they were caught up. She further stated that failure to get caught up by October 1 could result in discipline.

On September 26, 2003, Bantz requested to use two days of vacation on October 23 and 24. At the time, Bantz had not caught up with his dictation. On October 1, 2003, Fox replied that a decision would have to wait until Schreuder returned from vacation. On October 21, Schreuder denied the request.

On October 24, Schreuder issued a verbal reprimand to Bantz based on his failure to meet the October 1 deadline. He was given a new deadline of November 14 and informed that progressive discipline might continue if it was not met. On November 4, 2003, Bantz filed a grievance based on the reprimand and denial of vacation. The County denied the grievance and the parties continued through the steps of the grievance procedure to arbitration. Additional facts will be referenced, as necessary, in the discussion section of the award.

POSITIONS OF THE PARTIES

The County

The County asserts that under the contract, the County may discipline employees for just cause. The County's burden is to establish the existence of just cause for discipline by a preponderance of the evidence. Arbitrators have made determinations of just cause by applying a two prong test which essentially asks, first, if the employee committed an act of misconduct and, second, if so, whether the discipline imposed was reasonable under all the circumstances. [See: CITY OF LACROSSE, CASE 269, NO. 51798, MA-8742 (JONES, 12/1/95); COLUMBIA COUNTY, CASE 233, NO. 63355, MA-12560 (MCLAUGHLIN, 10/7/04)]

The Grievant violated agency policy on the dictation of paperwork and failed to meet paperwork deadlines, which could have had financial implications for the County. Because the Grievant was no longer in the Intensive In-Home Unit, it was important to complete the paperwork so that his cases could be handed off to the next worker. Due to state auditing, the County could also face financial penalties if the paperwork weren't completed in accordance with State mandates.

The violation of policy justifies the Grievant's discipline in accordance with management's rights under the contract. The County had a Paperwork/Dictation policy which clearly specified that failure to comply with the deadlines would result in discipline. The Grievant does not deny that his paperwork was not complete by either the September 1 deadline or the October 1 extended deadline. This was a violation of the Paperwork/Dictation policy, for which the County had the right to discipline him.

The Grievant does not allege he was not aware of the deadline. He was emailed about it on July 29, 2003, by Ms. Schreuder, who had told him about it approximately a week earlier. He was also emailed about the extended deadline. In addition, Ms. Schreuder also offered to help him develop a plan to complete his work and advised him to use overtime and protected time, as needed to get it done. Other than the Grievant, all the workers in the In-Home Unit were able to get caught up by the extended deadline, so it was not an unreasonable expectation. He was also told that failure to meet the deadline would result in inability to use vacation and could possibly result in discipline.

Arbitral precedent supports discipline in this case. Especially where the employer has made an effort to assist the employee and the employee has refused the assistance it has been held that the employee must bear the responsibility for being untimely. CITY OF MAUSTON, CASE 21, NO. 46904, MA-7098 (MAWHINNEY, 8/5/93) Here, the grievant was given notice of the deadline well in advance, was given an extension and was offered overtime and protected time which he did not effectively utilize, even though he was aware that discipline could result. Clearly, the County had just cause for discipline.

It is no excuse that the Grievant was transferred to the Adult Services Unit. He was not assigned any new In-Home Unit cases after December, 2002, and his transition was designed to facilitate finishing up his In-Home Unit cases. He was not assigned Adult Services cases until June, 2003, so he had between February and June to get caught up with his In-Home Unit cases, which he didn't do. The Grievant expressed concern at the end of May about the effect of taking on a full Adult Services caseload, but the fact remains that he wasted his four month training period. Ms. Schreuder attempted to help him by suggesting short cuts and strategizing with his new supervisor to keep his caseload manageable, but he didn't take advantage of the opportunities offered him.

The record shows that the Grievant has historically had a problem with being timely with his paperwork, as reflected by his 2002 evaluation. He cannot argue that the deadline was unreasonable in light of his transfer when he was not assigned any new In-Home cases in 2003 and he didn't use his training period to get caught up.

It was also not unreasonable for the County to deny the Grievant's vacation request. He was clearly informed that a failure to meet the paperwork deadline would result in inability to use leave time. Management has the right under the contract to make and enforce work rules and arbitrators have held that employers may limit use of vacation time under their management rights. HOWARD-SUAMICO SCHOOL DISTRICT, CASE 73, NO. 57909, MA-10775 (HEMPE, 3/21/00) The Paperwork/Dictation policy allows for restriction of vacation and leave time until paperwork is completed, which is entirely reasonable. The Grievant was told this would happen and yet failed to meet the deadline. The reasonableness of this sanction is further shown by the fact that the Grievant experienced no permanent loss. Once his paperwork was completed, he was permitted to take vacation in late November and to carry his unused vacation into the next year. This was not an arbitrary or capricious decision, because the restriction was also placed on other employees who weren't caught up by September 1. The County's action was reasonable and the grievance should be denied.

The Union

The Union argues that the County erred in issuing the reprimand to the Grievant and denying his vacation request. It asserts that the Grievant was prevented from meeting the deadlines imposed by his supervisor for a number of reasons beyond his control and that he should not have been penalized.

The Grievant was assured that he would be slowly transitioned into the Adult Services Unit, but in June, 2003, he was given 33 cases, an unusually high load, because another Social Worker in the unit quit on two weeks' notice. He was immediately required to focus on these cases, instead of his paperwork from his former unit. At the same time, Department deadlines were shortened from six months to three months. His new supervisor agreed to transfer 10 cases to another worker, but this wasn't accomplished until the end of August, and also required some transitioning. Further, he was given to understand from Don Fox that his In-Home Unit paperwork didn't need to be completed until December.

Notwithstanding the hardships he faced, the Grievant worked diligently to complete his paperwork. He had 64 overdue cases in May and by October had reduced this number to 22. He had all the case paperwork completed by November 12. During this period he was working between five and seven hours of overtime per week.

In September, management threatened the Grievant and other workers with a denial of vacation if they didn't catch up with their paperwork. In the Grievant's case, vacation was actually denied on October 23 and 24. Nothing in the collective bargaining agreement gives the employer the right to restrict vacation in this way. Article 10 makes it clear that employees requesting to use vacation after February 1 are to be allowed to do so on a first come, first served basis. In the absence of a showing that another employee was vying for vacation on the same days, the Grievant's request should have been granted. Further, the County made no showing that any problem would have been cause by granting the vacation request.

With respect to the deadlines, the Grievant spoke to Ms. Schreuder about completing his cases in May, but was given no specific deadline. At the time he was dealing with two cases, which took a considerable amount of time. One case involving a foster family, required nearly 60 hours of involvement between August and December. The Grievant was not able to catch up his paperwork in May because he was trying to transition his cases to his replacement in the In-Home Unit, which required a good deal of time. Further, the Grievant was under the impression from Fox that he would have until December to catch up. He did not learn of the September 1 deadline, which was eventually extended to October 1, until July 29. It should further be noted that until the summer of 2003, the County was very lax in enforcing deadlines, as evidenced by the fact that he had 64 overdue cases. Thus, it was unreasonable for the County to discipline the Grievant when its own lax policy enforcement had contributed to the problem.

Despite the County's argument regarding potential consequences from the State, there is no evidence that any negative repercussions resulted from the Grievant's missing the deadline. He worked overtime to complete his work and did so by November 12, despite the obstacles he had to overcome. The County, however, gave no weight to the extenuating circumstances surrounding his situation and unjustly disciplined him. The discipline was inappropriate and should be overturned.

The County in Reply

The County argues that the Union's brief is an attempt to deflect responsibility away from the Grievant and on to the County. In fact, he was notified well in advance of the deadline that his paperwork had to be completed and he was given adequate time to complete his work. He was also well aware of the consequences of not meeting the deadline.

The Union argues that the County has been historically lax in enforcing deadlines, but there is no evidence to support the assertion. Further, even if true, the County's decision to not enforce deadlines in the past does not eliminate its right to do so in the future. ESSO STANDARD OIL CO., 16 LA 73 (MCCOY, 1951)

The Union also cannot maintain that the Grievant's transition to the Adult Services Unit prevented him from completing his paperwork. In fact, Ms. Schreuder offered to help the Grievant in numerous ways, such as offering overtime and protected time and suggesting short cuts to speed up the dictation. Further, his caseload was adjusted to reduce his workload. He also had three months to complete his paperwork before he ever received any Adult Services cases. Nevertheless, he failed to meet the deadline and chooses to blame this on the County. It should also be noted that while the Grievant testified to working 5-7 hours per week of overtime, it is also clear from his testimony that the time wasn't spent on paperwork.

There is also no basis for the Grievant's assertion that he was given until December to complete his work by Don Fox. Indeed, the Grievant's testimony is the only evidence of this. Further, the Grievant did not testify that he was unaware of the September and October deadlines, or that he did not believe they applied to him. To the contrary, he indicated full awareness of what was expected of him.

Finally, the County had the ability, under its management rights, to deny the Grievant's vacation request. There is no specific reference in the contract to deny vacation for disciplinary reasons, but management does have the right to manage ". . . the work and the direction and the arrangement of the working forces . . ." and the right to issue and enforce work rules. (Jt Ex. 1 at 1) Further, the right to request to use vacation does not guarantee that all such requests will be granted. Vacation scheduling is a right reserved to management. HOWARD-SUAMICO SCHOOL DISTRICT, CASE 73, NO. 57909, MA-10775 (HEMPE, 3/21/00) The County's Paperwork/Dictation Policy is a legitimate work regulation, which ties loss of vacation use to non-compliance. The County has legitimate reasons to deny leave to employees who are behind in their work and its action here should be upheld.

DISCUSSION

Article 1, Section 1.02, Paragraph 1.02.01 of the contract gives the County the authority to ". . . discipline, suspend, or discharge for just cause . . ." In discipline cases such as this one, where the alleged wrongdoing does not rise to the level of criminal conduct, it is the employer's burden to establish by a preponderance of the evidence the existence of just cause for the discipline issued. As has been generally accepted in arbitral law, the determination of the existence of just cause involves the consideration of two factors. First, it must be shown that the employee committed an offense for which discipline is warranted. Second, if the allegations of the offense are established, the ensuing punishment must be appropriate in degree to the wrongdoing. Furthermore, in the contract the standard is further

clarified in Paragraph 1.02.10, which states: "The right of the Employer to determine and enforce standards of work production is fully recognized, and continued failure of an employee to produce on the basis of Employer standards will be due cause for discipline . . ." Since the discipline issued here was a verbal reprimand, the lowest available level of discipline, the severity of the discipline is not at issue, but rather whether any discipline at all was warranted.

Here, the Grievant was under a directive to catch up all his overdue case dictation by September 1, 2003, in accordance with the County's Paperwork/Dictation policy. He, along with other Social Workers in his unit, failed to meet the deadline, whereupon the Unit supervisor extended the deadline to October 1 and specifically warned the employees that failure to meet the second deadline could subject them to discipline. (Jt. Ex. 7) All the others, with the exception of the Grievant, met the October 1 deadline. At that time, the Grievant still had 22 overdue case dictations. As a result, on October 24, the In-Home Unit Supervisor, Marilyn Schreuder, issued a verbal reprimand and instructed the Grievant to have the dictation completed by November 14. The Grievant completed the dictation on November 12.

The Union does not contend that the County's Paperwork/Dictation Policy is unreasonable *per se*. Indeed, such a policy falls within the County's management rights under Article 1, Section 1.02.11. The policy comports with State mandated timelines and the County's application of it is, apparently, not inherently unreasonable, since all other workers in the Unit were able to comply with the imposed deadline. Rather, the Union argues that the Grievant's non-compliance is mitigated by a variety of factors.

It is contended that it was unreasonably difficult for the Grievant to get caught up in the time allowed because he was transitioning from one unit to another. Part of the transition period was spent helping the Social Worker replacing him in the In-Home Unit to take over his caseload. In June, 2003, he was handed a large caseload from the Adult Services Unit because another worker quit suddenly. This took up much of his time throughout the summer until some of the cases were transferred to another Social Worker. At the same time, he was handling two In-Home cases that required an unusual amount of time, further hampering his dictation efforts. Finally, he asserts that part of the problem was the County's previous lax enforcement of the dictation policy, which was partly responsible for him having so many overdue cases.

This case is similar to WOOD COUNTY, CASE 163, NO. 63667, MA-12664 (EMERY, 4/21/05). In that case, a Social Worker in the County's Child Protective Services Unit received a verbal reprimand for failure to meet paperwork deadlines under the County's Paperwork/Dictation Policy, which is the same policy in force here. The Union had likewise made several similar arguments in mitigation of the Grievant's conduct, including a higher than average caseload, unusually difficult cases that required extra time, time needed to be spent helping another Social Worker transition into her job and the effect of the County's previous lax policy enforcement. The Arbitrator found the mitigating circumstances insufficient and, in sustaining the discipline, stated:

> Ultimately, the record reflects that the County had the contractual right to establish work production standards for its employees and to enforce them. The record also indicates that the production standards imposed here were not unreasonable, arbitrary or capricious. The timeliness standards were in accordance with State mandates and all the other Social Workers in the unit, with the exception of the Grievant, were able to meet them. Under the County policy, the Grievant could have been reprimanded for failure to meet the initial September 1 deadline, but instead she was given an extension of an additional 30 days, but was also specifically told that failure to meet the second deadline would result in discipline. There is no evidence that she disagreed with the reasonableness of the extended deadline. Despite this, she was unable to complete her work on the date set. Notwithstanding the assignment of a difficult case at the end of September, the evidence is insufficient to establish that she either sought or obtained an extension of the deadline on that basis. I find, therefore, that under the circumstances discipline was justified.

ID. at 11.

Likewise, here, once the County has made a *prima facie* case justifying the discipline, which it has, the burden shifts to the Union to raise defenses adequate to overcome the County's case. To be sure, the Grievant was in an unusual and unfamiliar circumstance in transitioning from one unit to another at the time the dictation deadlines were imposed and did, for a time, have a higher than normal caseload. Further, while the County disparages the Grievant's use of his time prior to June, 2003, when the Adult Services caseload was imposed on him, this was also prior to the imposition of the September deadline. For the purposes of the discipline, to me the salient question is whether it was reasonable, given the situation on September 1, 2003, to extend the Grievant's deadline for one month and then to discipline him for not meeting it. I find that it was.

The record indicates that as of that date there were several Social Workers who were untimely in their dictation and were given the extension to October 1. All but the Grievant met the new deadline. There is no evidence that during that month the Grievant had an unusually higher number of overdue cases than the other Social Workers, that he had a higher than average caseload, or that his active cases were more difficult or time consuming. There is no evidence that he ever represented such to be the case to his supervisors, or that he asserted that the October 1 deadline was unreasonable or unachievable. There is no evidence that anything unusual occurred after September 1 that increased the difficulty of meeting the deadline. There is evidence that the Grievant's supervisors attempted to strategize ways of completing his work with him, but the record does not indicate that he took advantage of the help offered. The Union's argument regarding the County's alleged laxity in deadline enforcement previously, I find unsupported in the record. While the County may not have imposed deadlines in the past (although, this, too, is speculation) there is no evidence that once a deadline was issued it was not enforced. As to the County's culpability for the Grievant building up such a large overdue

caseload, this does not explain why this was not apparently the case with the other Social Workers. I find, therefore, on this record, that the Union's arguments in mitigation are not persuasive and that the County had just cause to impose a verbal reprimand.

Beyond the question of just cause for discipline, there is the additional matter of the denial of the Grievant's request to use vacation on October 23 and 24, 2003. The Union points out that such disciplinary authority is not contained in the contract. The contract does, however, give management the power to make and enforce reasonable work rules under Article 1, Section 1.02.11. Having already found that the County's Paperwork/Dictation Policy was reasonable, it remains to be determined whether restricting use of vacation was permissible and reasonable as a means of enforcing that policy.

The Union cites contract language dealing with vacation to support its argument that, once earned**,** vacation requests must be honored so long as they are made in accordance with the contract. Those provisions are contained in Article 10, Section 10.01, which provides that employees are allowed a certain amount of annual vacation based on years of service, computed on their anniversary dates. Section 10.05 provides that vacation preferences are selected according to seniority, but that vacation requests made after February one shall be dealt with on a first come, first served basis.

As the County points out, neither of the provisions cited above guarantees that all vacation requests shall automatically be honored. Nor do they restrict the basis on which vacation requests can be denied to seniority or order of request. Those provisions merely establish a formula for addressing competing vacation requests. As was ruled by Arbitrator Hempe in HOWARD-SUAMICO SCHOOL DISTRICT, SUPRA, vacation selection rights, while valuable, may be limited by management's right to direct the workforce and efficiently operate the workplace. In this case, these rights are preserved in Sections 1.02.01, 1.02.03 and 1.02.11 of Article 1 of the contract. It seems to me, particularly as regards Section 1.02.11, that where completing work by specified deadlines is a legitimate priority, the County has the ability to establish a Paperwork/Dictation Policy such as that here. Further, maintenance of such a policy would be inhibited if employees who are not in compliance with the deadlines may nonetheless take vacation without restriction, further exacerbating the problem. Thus, the ability to restrict use of vacation, compensatory time and personal leave is a reasonable corollary to the right to set timelines for the completion of work, especially where the timelines are intended to avoid state imposed sanctions. I find, therefore, that Section 1.02.11 implies the ability to restrict the use of vacation or other leave in order to obtain compliance with work rules. I further find that the use of that power here was not unreasonable, especially given the fact that the employee was allowed to carry over his unused vacation into the next year.

For the reasons set forth above, and based upon the record as a whole, I hereby enter the following

AWARD

The County did not violate the collective bargaining agreement when it denied the Grievant's vacation request and reprimanded him for not having his paperwork up to date by October 1, 2003. The grievance is, accordingly, dismissed.

Dated at Fond du Lac, Wisconsin this 10th day of May, 2005.

John R. Emery /s/
John R. Emery, Arbitrator

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