

BEFORE THE ARBITRATOR

In the Matter of the Arbitration of a Dispute Between

OPEIU LOCAL 9

and

WISCONSIN STATE AFL-CIO

Case 3

No. 71720

A-6527

Appearances:

Martin C. Kuhn, for the Union.

Matthew R. Robbins, for the Employer.

ARBITRATION AWARD

Pursuant to the joint request of the parties, I was assigned to serve as arbitrator of a verbal warning grievance. Hearing was held on March 7, 2013 in West Allis, Wisconsin. The parties proceeded without a transcript or other recording. Post-hearing briefs were filed by May 29, 2013.

The parties agreed that the issue to be decided by this Award is:

Did the Employer violate the contract when it gave the grievant a verbal warning and, if so, what remedy is appropriate?

The parties also agree that just cause is the applicable contractual standard to be applied when resolving this issue.

DISCUSSION

On July 2, 2012, the grievant received the following from the Employer:

Please consider this a verbal warning. You need to be more attentive to your job responsibilities. As you know, recently I have pointed out to you basic errors in materials you prepared. These are not the type of errors that someone in your position should make.

On June 22, I asked you to do a simple mailing. After putting off work on the mailing, you then said that there was not enough letterhead paper and envelopes to do the mailing. It is your responsibility to see that we have adequate office supplies.

You need to be more attentive and focused on your job duties.

As to the reference in the first paragraph above to “materials”, the evidence establishes that at 8:45 a.m. on June 19, 2012, the grievant sent out a “reminder” email to members of the Employer’s Executive Board listing June 21, 2012 as the date of the next Board meeting. At 8:58 a.m. on June 19, the grievant sent out a “correction” email to Board members correctly listing July 19, 2012 as the date of the meeting. On June 21, 2012, the grievant received the following email from her supervisor:

On June 19th you sent a memo notifying our Executive Board of a meeting in which the date was wrong. It is important that every effort is made to ensure the accuracy of all communications on behalf of the organization. Mistakes such as this reflect poorly on us.

As to the reference in the second paragraph above to the June 22 mailing, the evidence establishes that on Friday June 22, at 12:42 p.m., the grievant’s supervisor asked her by email to send a thank you letter to a large number of volunteers and asked when the grievant estimated the project would be completed. At 1:01 p.m. the grievant responded by email “I will do my best to have it mailed by the end of next week.” At 1:35 p.m. the grievant’s supervisor replied by email “Can you get it out by the end of Monday, June 25th?” At 2:00 p.m., the grievant replied by email noting that she was working on conference materials on Monday and that, even if she set that work aside, it “will be close” as it appeared that the mailing to approximately 2500 volunteers. The grievant’s email also asked “Please let me know how you would like to proceed”. There was no further communication on the matter until 1:54 p.m. on Monday June 25 when the grievant emailed her supervisor asking for permission to order letterhead and envelopes (among other matters) that would allow the volunteer mailing to be completed. The order was necessary because the letterhead and envelopes on hand were not numerous enough.

Considering this evidence, I conclude there was just cause for a verbal warning. The grievant was careless as to the error regarding the meeting date and the absence of sufficient supplies is a matter the grievant should have noted to her supervisor and taken action to resolve on Friday June 22.

In reaching this conclusion I have considered the Union’s assertion that the Employer has not disciplined other employees (including the grievant) for similar errors in the past and that the Employer in fact was acting out of animus toward the bargaining unit work grievance filed on the grievant’s behalf on May 15, 2012. While the timing of the discipline vis-à-vis the

filing of the bargaining unit work grievance provides support for the Union's claim, I am ultimately not persuaded. The Employer is entitled to receive competent and diligent work from its employees and has provided a credible rationale as to why similar errors by another employee did not produce discipline in the past.

Dated at Madison, Wisconsin, this 20th day of August, 2013.

Peter G. Davis /s/

Peter G. Davis, Arbitrator