

***AFSCME Council 24***  
**WISCONSIN STATE EMPLOYEE UNION, AFL-CIO**  
***Arbitration Award Summary***

|                    |                    |                    |                          |
|--------------------|--------------------|--------------------|--------------------------|
| <b>WON:</b>        |                    | <b>CONTRACT</b>    | 1995-97                  |
| <b>LOST:</b>       | XXX                | <b>CASE NO.:</b>   | 14380,15143              |
| <b>SPLIT:</b>      |                    | <b>VOLUME:</b>     | 11-13                    |
| <b>ISSUE:</b>      | MEAL REIMBURSEMENT | <b>PROVISIONS:</b> | ARTICLE XIII, SECTION 17 |
| <b>ARBITRATOR:</b> | GRENIG             | <b>LOCAL:</b>      | 178                      |
| <b>HEARD:</b>      | 12/31/97           | <b>BARG. UNIT:</b> | S&PS                     |
| <b>AWARD:</b>      | 12/31/97           | <b>EMP. UNIT:</b>  | DOC-DCI                  |

This case involves two group grievances filed on behalf of Transportation Officers at the Dodge Correctional Institution. These officers were assigned to trips during the first shift and upon their return to DCI were not reimbursed for missed evening meals. Through the years a number of grievances had been filed on this subject, many of them sustained.

The Employer argued that there was no contract language supporting the Union's position. It noted that the supervisor testified that if a transportation officer returned after 7:00 p.m., the officer was entitled to meal reimbursement. According to the Employer, the Union had not demonstrated that any employee had received a bad meal.

The Union argued that the Employer had administered the meal reimbursements in an inconsistent manner. It pointed out that some transportation officers had received meal reimbursement although they returned to DCI before 7:00 p.m. The Union also noted a previous umpire decision and a 1996 non-precedential grievance settlement.

The Arbitrator noted that non-precedential umpire decisions or grievance settlements could not be relied upon in determining whether the Employer had violated the contract in the instant matter. Next the Arbitrator noted that, since 1989, some officers received meal reimbursement and many had been rejected if they returned prior to 7:00 p.m. Therefore, there was no binding past practice. The parties' local agreement provided for a hot meal if the return was prior to 5:30 p.m., a bag lunch if the return was between 5:30 and 7:00 p.m. and meal reimbursement if the return was after 7:00 p.m. The Arbitrator found that the denial of a meal reimbursement by the Employer did not violate the contract or the local agreement.

The grievances were denied.