

***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>	15005
<b>SPLIT:</b>		<b>VOLUME:</b>	11-8
<b>ISSUE:</b>	ARBITRABILITY	<b>PROVISIONS:</b>	ARTICLE IV, SECTION 10
<b>ARBITRATOR:</b>	GRENIG	<b>LOCAL:</b>	194
<b>HEARD:</b>	9/9/97	<b>BARG. UNIT:</b>	BC
<b>AWARD:</b>	9/22/97	<b>EMP. UNIT:</b>	U.W.-LA CROSSE

The Grievant began working for the U.W. La Crosse as a custodian in February of 1996. He was put on a six-month probationary period. In July of 1996, the Employer asked the Grievant's supervisor to complete the Grievant's Final Probationary Report. Ten days later the Grievant's supervisor completed the report recommending the Grievant be made permanent. The Grievant signed the report. Approximately two weeks later, the Grievant was notified that he had not made probation and was being terminated. The instant grievance was filed and the Employer responded that the grievance was not arbitrable under the contract.

The Employer argued that the Grievant was aware of the permissive probationary period from the letter of appointment. It also pointed out that the Grievant signed the probation report indicating the effective date. It stressed that no one had ever passed probation early.

The Union argued that the supervisor consistently stated that the Grievant had "passed" probation. Although the Grievant did not remember the termination date for probation being included on the final probation report, the Union stated that a permissive probationary employee did not have to serve the full six-month probationary period.

The Arbitrator found that the collective bargaining agreement and the applicable administrative regulations permit the Employer to shorten a permissive probationary period or do away with permissive probation entirely. However, the evidence did not establish that the Employer did either here. Because the Grievant was not to become a permanent employee until August of 1996, the Arbitrator concluded that the Grievant was on permissive probation at the time of his release from his position at the University.

The grievance was ruled not arbitrable.