

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

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| WON: | | CONTRACT: | '01-'03 |
| LOST: | XXX | CASE NO.: | 19502, 19503, 20249, 21013 |
| SPLIT: | | VOLUME: | 21334, 20696, 22299, 22338 |
| ISSUE: | TUITION REIMBURSEMENT | PROVISIONS: | ARTICLE XII, SECTION 12 |
| ARBITRATOR: | CHRISTINE D. VER PLOEG | LOCAL: | |
| HEARD: | 11/30/06 | BARG. UNIT: | SPS |
| AWARD: | 12/4/06 | EMP. UNIT: | DOC – DCI |

This is an expedited, non-precedential award.

The three Grievants in this case were two Correctional Officers B and one Correctional Sergeant employed at the Dodge Correctional Institution. The Employer denied tuition reimbursement for various educational courses.

The Union argued that each of the courses at issue here qualified as career related in reasonably aiding the employees in progressing within their bargaining units or moving laterally to positions in counterpart pay ranges in the agency. The Union supported its position with a previous non-precedential umpire decision and a previous full arbitration decision.

The Employer argued that the non-precedential nature of the umpire system demands that umpire decisions be given no weight in deciding other grievances. The Employer also noted that there are only five classes in the bargaining unit and that no additional education is required to progress to the advanced positions within the unit, since experience is the key qualification for moving to the more advanced positions. The Employer also noted that no additional education is required for lateral transfer to the position of Youth Counselor. Finally, the Employer noted that it provides on-the-job training for many of the subjects of the courses for which the Grievants requested tuition reimbursement.

The Arbitrator agreed with the Employer that umpire decisions are non-precedential and should not be given weight in deciding other grievances. The arbitrator also noted that the full arbitration upon which the Grievants relied involved different employees and significantly different contract language. The Arbitrator then noted that the relevant contract language limits tuition reimbursement to courses that “aid an employee in progressing to any class or class series within the bargaining unit within the agency or for lateral movement to a position in a counterpart pay range within the agency.” The Arbitrator concluded that because the courses would not enhance the Grievants’ eligibility for the relevant advanced or lateral positions, the courses are not career related for the purposes of qualifying for tuition reimbursement.

The Arbitrator denied the grievances.