

**BEFORE  
ARBITRATOR HERMAN TOROSIAN**

---

In the Matter of the  
Arbitration Between:

WISCONSIN STATE EMPLOYEES UNION  
LOCAL 2748 AND ADAM WATKINS, ET AL.

Case No. 17715

and

STATE OF WISCONSIN

---

**BRIEF OF WSEU LOCAL 2748**

---

**INTRODUCTION**

This arbitration involves a number of grievances filed on behalf of employees who were denied certain educational leave benefits under the Agreement between AFSCME Council 24 Wisconsin State Employees Union and the State of Wisconsin. Each of the respective grievances were denied and appeals to arbitration were timely filed.

**RELEVANT CONTRACT PROVISIONS**

Article XI, Section 13 of the parties' Agreement (Union Exhibit 1) contains provisions for employees in the Professional Social Services (PSS) unit to pursue on-going education. That section is titled "Professional Development for Social Services Unit" and contains the following provisions relevant to this arbitration:

---

Section 11/13/4 (PSS) On-Going Education. In order to provide for career related professional advancement, the Employer shall provide for a system of ongoing education at the request of the employe on the following basis:

Section 11/13/5 (PSS) When enrolled in an educational program in the State Higher Education System, the employe may carry a seventy percent (70%) workload at seventy percent (70%) of pay and benefits. If an employe is enrolled in an educational program in the State Higher Education System and the employe is carrying seventy percent (70%) workload at seventy percent (70%) of pay and benefits, the Employer shall reimburse the employe for seventy-five percent (75%) of tuition and books.

Section 11/13/6 (PSS) When enrolled in an educational program in the State Higher Education System, an employe shall be granted the time, including a reasonable amount of travel time, to take career related educational courses up to but not exceeding fifteen (15) semester hours [not to exceed six (6) semester hours per semester or three (3) semester hours per summer session] for the duration of this Agreement. The Employer may at its discretion allow time off with or without pay for non-career related educational purposes.

Under these provisions, therefore, an employee has two options regarding taking career-related educational courses: 1) the employee can reduce his/her workload, pay and benefits to 70%, in which case the employee is entitled to reimbursement for 75% of his/her costs for tuition and books; or 2) the employee can receive time off for a limited number of credits (15 credits total, 6 credits per semester, 3 credits per summer).

The dispute has centered on what courses or programs of study are "career related" under the terms of the Agreement. The grievances of all eight grievants were denied by the Employer based on its assertion that the respective courses or degree programs were not career related.

Past arbitration decisions have not precisely defined th contractual language, but do provide guidance as to how the term "career related" should be interpreted. Arbitrator Zeidler, for example, has defined it as:

---

The term career related . . . is not limited just to the immediate job the employee holds, or to seeking a position one step higher; but also, in the opinion of the Arbitrator, includes moving from a non-degree status to a degree status *provided the work fits the agency in which the employee is involved.*

....  
The Arbitrator...believes that courses taken for getting a degree, or a higher degree in a discipline *which is related to or found in the specific agency for which the employee works*, can be considered career related. Thus, if the course this employee was taking is useful to her in obtaining a degree in a discipline...which is found in the agency's work, then the course should be accepted. (emphasis added)

*In the Matter of Penny Klinkner and Local 2748, WSEU vs. State of Wisconsin, Dept. of Health and Social Services, Case No. 632 (Dec. 16, 1976). (Union Exhibit 31)*

Arbitrator Grenig noted that the language of the Agreement indicates that the parties:

...did not intend to limit "career related" to courses that aid employees 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.

*Lori Pierquet, WSEU, Local 2748 vs. State of Wisconsin, Dept. of Corrections, Case No.12800 (Feb. 26, 2000). (Union Exhibit 34)*

*Michael Sansone, WSEU, Local 2748 vs. State of Wisconsin, Dept. of Health and Family Services, Case No.15852 (Feb. 26, 2000). (Union Exhibit 33)*

These past arbitration decisions, therefore, have established an interpretation of the term "career related" as referring to (at a minimum) courses or degree programs that are related to the employee's job, that qualify the employee for advancement within the agency or are related to the work performed by the agency. The courses and degree programs sought by the employees in this arbitration all meet these minimal criteria.

The circumstances of each grievant is summarized in Table 1, attached to the end of this document.

The position of the union on behalf of each grievant is as follows:

**Michelle Clements**

Michelle Clements is employed as a Health Services Specialist in the Department of Health and Family Services, Bureau of Quality Assurance. (Tr., Vol. I, p. 50) Her duties involve inspections of nursing homes, which, according to her position description includes "evaluation of infection control practices."