



Arbitration Awards

An important part of protecting our contract rights is our ability — in the final analysis — to enforce them before an impartial arbitrator. The cases below, decided in the past few months, seem to contain a message important to SEIU Local 503, OPEU members.

reimbursed for any health care costs he has incurred.

CIRCUMSTANCES IMPORTANT

A plumbing inspector for the **City of Tigard** was discharged for an argument he had with a contractor on a construction site. He was dismissed for using bad language, for belittling the contractor and allegedly lying during the investigation.

The dismissal was overturned when the arbitrator determined the city did not prove the charges. The foul language, she said, was not directed at anyone; the inspector had not belittled the contractor, and there was no proof of a conscious attempt to deceive. This case also illustrates that the burden of proof is on the employer in discipline cases.

Congratulations to **Michael Mills**, a steward in **City of Tigard Local 199**, who worked on this case.

EMPLOYER MUST BE REASONABLE

This case concerns the calculation of sea pay for the crew of the **Oregon State University** research vessel, *The Wecoma*. The employer's calculation was so unreasonable it didn't pass the test.

The employer counted all non-work days when calculating daily pay which led to a lower daily rate. The arbitrator said, "no reasonable person would conclude that a daily rate of pay would be calculated based on a 365-day calendar."

Congratulations to **OSU Local 083** steward **Duane Leafdahl**, who represented the workers in this case.

FAIR & IMPARTIAL PROBE REQUIRED

An employee, who lived and worked at the **Oregon State University Mid-Columbia Agricultural Research and Extension Center**, was seen putting gas in a container and taking it back to his residence. He was discharged based only on the word of a co-worker and before he was given a chance to tell his side of the story. The supervisor made no attempt to determine whether the employee's explanation that he had used the gasoline to clean university equipment was plausible.

The issue is termination without just cause and without a thorough investigation for allegedly putting OSU gasoline into his personal vehicle. The arbitrator ruled that the discipline be reduced to a letter or warning and the grievant be immediately offered unconditional reinstatement to his former position retroactive to August 20, 2001. he shall be made whole for loss of wages, benefits and seniority and

GROUP RECLASSIFICATION WON

Reclassification grievances are difficult to win. Consequently, a group reclassification among grounds maintenance workers at the **University of Oregon** is particularly gratifying.

The Union successfully argued that a reorganization of work gave these workers new responsibility and transformed them into Grounds Maintenance Workers 2's. They now do tasks that are distinguishing features of the Grounds Maintenance Worker 2 classification. Their raises are retroactive to July 2001.

Congratulations to **John Anthony**, a steward in **Uofo Local 085**, who represented the grievants in this case.

TEMPORARY ABUSE

Abuse of temporary workers continues to be a problem, but the contract can still be successfully enforced with timely-filed grievances.

At **Oregon State University**, a temporary employee was awarded back benefits for the four months she worked following the inappropriate extension of her temporary employment. She will receive out-of-pocket medical and dental expenses, paid leave, vacation, holiday pay, a cost-of-living increase and any other benefit she was denied for that period.

While the Higher Ed contract has two conditions for an extension of temporary employment, the Union successfully argued that neither of those was met because the temporary employee's work changed as duties were added and that management should have started earlier recruiting for a permanent employee.

Congratulations to **Rod Davidson**, a steward in **OSU Local 083**, who represented the temporary employee in this case.

REASONABLY DIFFERENT CONCLUSIONS

A reduction in salary case from the **Oregon Youth Authority** was overturned when an arbitrator determined that a worker made a reasonable assessment about the use of force.

The employer failed to call as witnesses two workers who saw the use of force to corroborate the statement of a third. While she found the witnesses testimony credible, without the two additional witness' testimony, the arbitrator concluded that two staff members could arrive at different conclusions. Therefore, she found there was insufficient evidence to find that the worker had used excessive force.

Congratulations to **Bruce Smith**, a steward in **OYA Local 415**, who represented the grievant in this case.

Two Grievances Arise At RISE

SEIU Local 503, OPEU has filed three group grievances at RISE, a in Hermiston, relating to the following issues:

◆ **RISE's healthcare plan:** The plan did not provide equal access to doctors, pharmacies and laboratory facilities for all employees. RISE management agreed to make information and access available to all employees. This grievance was a win for RISE employees.

◆ **For the Depot employees:** RISE was to pay healthcare premiums in lieu of the \$2.03 an hour prevailing wage above and beyond their regular hourly wage paid to them by RISE. We asked that the difference of the premium and the total of the \$2.03 be paid to the employees affected. We came to an agreement with RISE management to have this addressed as soon as an audit is done. We also count this as a win!

Overtime Grievance Settled In Overtime

A grievance was settled prior to arbitration for a Hermiston police officer who was denied overtime pay for working through his unpaid half hour lunch break.

He was the only officer in the bargaining unit who was denied this paid time.

Prior to the arbitration hearing, the city's attorney met with the Union with an offer to settle, which was accepted — though not without a little negotiation.

The city's first offer was for \$1,400 and it was accepted. However, the city's attorney called the Union back and nearly halved the offer to \$750. The Union refused and we said we would go to arbitration over the issue. The attorney called back with the original amount. A check was issued to the officer within 24 hours.