

Case: Wilson #2

In the matter of:

Employer

And

Union

_____ /

OPINION AND AWARD

Procedural Issues

No procedural issues were presented for resolution prior to the hearing.

Statement of Facts

The grievant, C.P., is employed as a Trades Instructor with the Department. He is assigned to work at the Parnell Facility in Jackson, Michigan. On January 12, 2005 C.P. was directed to conduct training classes at the Cotton Facility. Cotton is a separate facility, located across the street from Parnell. C.P. conducted two classes at Cotton, one in the morning, the other in the afternoon. During the break between classes, C.P. was entitled to leave the Cotton facility. This teaching assignment extended for the period of January 12, 13, 14, 18, 19 and 20, 2005.

On February 10, 2005 a grievance was filed on behalf of C.P. alleging that he had been arbitrarily reassigned to teach at another facility in violation of the parties' collective bargaining agreement. As the grievance was processed at the

various levels of the contractual grievance procedure, the issue of C.P.'s entitlement to travel reimbursement and meal allowance was raised. Prior to the hearing, all issues with the exception of the meal allowance were resolved by the parties.

Issue Presented

The issue presented for the Arbitrator is whether the grievant is entitled to a meal allowance for the period of January 12, 13, 14, 18, 19 and 20, 2005 when he was directed to provide training classes at the Cotton facility.

Opinion

The State of Michigan, through the Departments of Civil Service and Management and Budget, has promulgated, distributed and implemented Standardized Travel Regulations for all classified and non-classified state employees. These regulations provide the guidelines for all travel reimbursement, including meal allowances. In order to determine whether the grievant was entitled to a meal allowance, we must compare the regulations with the job assignment.

Section 6.6 of the regulations provides that "allowances for meals and/or lodging cannot be authorized for an employee at their home or official workstation, except employees in attendance at conferences or meetings as provided in paragraph 6.8." The grievant's temporary job assignment was not at a "convention, conference or meeting" as defined by the regulations. Accordingly, the meal allowance would be authorized if the grievant's assignment was *not* at his "home or official workstation."

Section 4.3 of the regulations defines "official workstation" as "the city or town in which the employee has his/her headquarters . . ." Since both the Parnell and Cotton facilities are located within the City of Jackson, according to the regulations, the grievant would not be entitled to a meal allowance because he had not been assigned outside of his "official workstation."

The Union proffers, however, that the regulations cannot supersede the provisions of the parties' collective bargaining agreement, and further asserts that the agreement specifically provides that "temporary assignments at work sites or locations outside of the employee's permanent work location or county containing the employees permanent work site will make the employee eligible for travel and meal allowances." The question becomes then, whether there is an appreciable difference between the collective bargaining agreement's use of the term "work site" and the travel regulations use of the term "workstation." In both its opening statement and closing argument, the Union refers this Arbitrator to the provisions of Article 13 in the primary and secondary agreements. It is the secondary agreement that provides the best assistance in

resolving the issue. Article 13 – Sections A.7 and A.8 of the secondary agreement states:

Unless otherwise specifically provided, work site and work location in Facilities Administration shall be a facility, as listed on the UNION Employ[ment] Preference Map in Article 12. Each camp shall be considered a separate work site and work location.

The UNION Employment Preference Map referenced in Article 13 identifies “institutions”, “camps”, “corrections centers”, “TRV centers”, and “residential programs” throughout the State. According to the map, the G. Robert Cotton Facility, the Cooper Street Facility, the Charles Egeler Facility, the Parnell Facility and the Southern Michigan Facility are all “institutions” within the same primary region. The parties’ Letter of Understanding, Article 43, Section K, which provides:

All . . . employees shall be covered by the State Standard Travel Regulations. Employees covered by the State Standard Travel Regulations shall have their official work station designed by the Appointing Authority in accordance with the State Standard Travel Regulations.

It is reasonable, therefore, to conclude that any “work site” within the parameters of the “region” would be included as part of the employee’s “workstation” as defined by the travel regulations.

Accordingly, the Arbitrator finds no inconsistency between the parties’ negotiated language and the provisions of the Standard Travel Regulations.

Finally, the Arbitrator must also consider whether the grievant was entitled to a meal allowance based upon the amount of time he provided service at the Cotton facility. The Standardized Travel Regulations permit a lunch meal allowance when the travel commences prior to 11:30 a.m. and extends beyond 2:00 p.m. The grievant testified that he was permitted to leave the Cotton facility at the conclusion of his morning class and return prior to the afternoon class. The grievant admitted that during these breaks he would usually return to the Parnell facility to have his lunch or complete “the paperwork” from his teaching assignments. The security logs (Employer Exhibit 2) confirm that the grievant was present at the Cotton facility as follows:

January 12	7:15 a.m. to 10:51 a.m.	11:33 a.m. to 1:56 p.m.
January 13	7:20 a.m. to 9:46 a.m.	12:06 p.m. to 1:56 p.m.
January 14	7:20 a.m. to 9:50 a.m.	12:10 p.m. to 2:11 p.m.
January 18	7:23 a.m. to 8:46 a.m.	12:15 p.m. to 1:21 p.m.

January 19 7:19 a.m. to 9:46 a.m. 12:13 p.m. to 1:20 p.m.
January 20 7:20 a.m. to 10:30 a.m. 12:17 p.m. to 1:57 p.m.

The logs also confirm that the grievant either completed the classroom assignment before 2:00 p.m. or did not return to travel status until after 12:00 p.m., thereby making him ineligible for the lunch meal allowance in accordance with the travel regulations.

Award

The grievance is denied.

Gail M. Wilson, Arbitrator

DATED: July 12, 2012