**OCB AWARD NUMBER: 2164**

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| **SUBJECT:** | **ARB SUMMARY # 2164** |
| **TO:** | **ALL ADVOCATES** |
| **FROM:** | **DAVID LONG** |
| **OCB GRIEVANCE NUMBER:** | **35-07-20100813-0057-06-10** |
| **DEPARTMENT:** | Youth Services |
| **UNION:** | SCOPE |
| **ARBITRATOR:** | David Pinus |
| **GRIEVANT NAME:** | Chuck Steinbower |
| **MANAGEMENT ADVOCATE:** | Victor Dandridge |
| **2ND CHAIR:** | Wayne Morgan |
| **UNION ADVOCATE:** | Kerri Newgard |
| **ARBITRATION DATE:** | August 25, 2011 |
| **DECISION DATE:** | April 15, 2012 |
| **DECISION:** | DENIED |
| **CONTRACT SECTIONS:** | Article 10—Career Development/Licensure Section 10.03—Reimbursement/Fee Waivers |
| **OCB RESEARCH CODES:** | 54.652—Contract Interpretation-In General; 111.50—Career Development and Tuition Reimbursement |
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**HOLDING: Grievance DENIED. The Arbitrator concluded that the Employer’s denial of the Grievant’s request to be reimbursed for travel expenses was proper and in accordance with the terms of the CBA.**

The Grievant, a librarian for ten years at Scioto DYS, attended a conference in Washington, D.C. The Grievant applied for both conference registration and travel reimbursement prior to leaving for the conference. The registration reimbursement was granted but the travel expenses were not. Upon return from the conference, the Grievant again requested reimbursement for travel expenses. Following another denial, a grievance was filed.

The Union argued that when the CBA was negotiated, the section that covers reimbursement was meant to include the expenses sought by the Grievant. The Union acknowledged that Article 10.03 references the OBM Expenses and Reimbursement policy; however, it argued that because the OBM policy does not reference Article 10.03, the CBA must be controlling. The Union also argued that by not reimbursing for all travel, food and lodging expenses, the Employer was in violation of the 100% reimbursement clause of Article 10.03.

The Employer argued that the Grievant’s request for reimbursement did not comply with the OBM Expenses and Reimbursement policy. Because the OBM policy was written into Article 10.03 of the contract, the denial of the Grievant’s reimbursement request was in accordance with the CBA. The Employer further argued that any attempt by the Union or Grievant to limit the effect of the OBM policy is an attempt to renegotiate the contract.

The Arbitrator denied the grievance. The Arbitrator concluded that the Employer’s denial of the Grievant’s reimbursement request was in accordance with Article 10.03 and the OBM Expenses and Reimbursement policy. The OBM policy required that the Grievant get approval prior to travel for any expenses he wanted reimbursed, however, the Employer informed the Grievant that only the conference registration fee would be reimbursed. Moreover, the Grievant was not in active paid travel status, as required, during the trip. For these reasons, the Arbitrator denied the grievance.