

BEFORE THE ARBITRATOR

In the Matter of the Arbitration
of a Dispute Between

DEERFIELD EDUCATION ASSOCIATION,
GERALD R. WICHLACZ, GRIEVANT

and

DEERFIELD SCHOOL DISTRICT

Case 30
No. 52185
MA-8865

Appearances:

A. Phillip Borkenhagen, Executive Director, Capitol Area UniServ-North, 4800 Ivywood Trail, McFarland, Wisconsin 53558, Bruce Meredith, Staff Counsel and Laura Amundson, Staff Counsel, Wisconsin Education Association Counsel, 33 Nob Hill Drive, Post Office Box 7008, Madison, Wisconsin 53708, on behalf of the Grievant.

Davis & Kuelthau, S. C., by Daniel G. Vliet and Mary L. Hubacher, 111 East Kilbourn Avenue, Suite 1400, Milwaukee, Wisconsin 53202, on behalf of the District.

ARBITRATION AWARD

Deerfield Education Association, hereinafter the Association, and the Deerfield School District, hereinafter the District, jointly requested that the Wisconsin Employment Relations Commission appoint a staff arbitrator to hear and decide the instant dispute in accordance with the grievance and arbitration procedures contained in the parties' labor agreement. The undersigned, William K. Strycker, was designated to arbitrate the dispute. The hearing was held on April 15, 1995 and May 23, 1995. It was noted at the hearing that a disciplinary hearing had been held before the School Board on September 20, September 22, October 11, October 25 and November 3, 1994. For purposes of the arbitration the parties stipulated to the submission of the transcripts and exhibits from the School Board hearing. The parties submitted post hearing briefs in the matter on July 20, 1995. Reply briefs were submitted by the parties by August 7, 1995, at which time the record was closed.

The parties were notified about a change in the arbitrator's employment status but both requested that he retain jurisdiction and issue the award. Based upon the evidence and the arguments of the parties the undersigned makes and issues the following Award.

ISSUE:

The Grievant proposes the following issue:

Did the Deerfield School District violate the terms of the collective bargaining agreement when it suspended grievant Gerald Wichlacz without pay from November 15, 1994 to January 15, 1995 inclusive? And if so, what is the appropriate remedy?

The District framed the issue as follows:

Did the District have just cause to suspend the grievant? If not, what is the appropriate remedy?

As the parties were not able to agree to the issue, the undersigned frames the issue as follows:

Did the Deerfield School District have just cause to suspend the Grievant, Gerald Wichlacz, without pay from November 15, 1994 to January 15, 1995 inclusive? If not, what is the appropriate remedy?

PERTINENT CONTRACT PROVISIONS:

ARTICLE II. MANAGEMENT BOARD DUTIES

It is agreed that the Board of Education, as management, possesses the sole right to operate the school district, to carry out the statutory mandates and goals of the educational programs. Management rights repose in management. However, such rights may be exercised within the provisions of this agreement. The management rights include, but are not limited to:

- A. To manage and to direct the employees of the school district.
- B. To hire, promote, transfer, assign, or retain employees in positions within the school system and educational programs.
- C. To establish reasonable work rules and rules of conduct.
- D. To suspend, dismiss, non-renew, or take appropriate disciplinary action against employees for just cause.

- (1) Suspension: Nothing in this agreement shall preclude suspension with pay by administration action, where deemed necessary by the administration, in the best interest of the school district and students enrolled in the public schools. Any suspension of an employee must be the subject of a school board hearing held within 72 hours of the suspension. The teacher has a right to attend this hearing with representation.

. . .

ARTICLE III. GRIEVANCE PROCEDURE

- C. Grievances shall be processed in accordance with the following procedures:

Step No. 1 - Step No. 3. . .

Step No. 4 . . .

(A) -(D) . . .

- (E) It is understood that the function of the arbitrator is to provide a decision as to the interpretation and application of the article or sub-articles/sections of this agreement. This decision shall be binding. The arbitrator shall not have the power, without specific written consent of the parties, to either advise on salary adjustments except the improper application thereof, or to issue any opinions that would have the parties add to, subtract from, modify, or amend any terms of this agreement.

BACKGROUND:

Gerald Wichlacz, the Grievant, has been employed by the Deerfield School District as a teacher since 1980. During this time he taught science courses and had extensive responsibilities in the area of chemistry. Prior to the 1994-95 school year the Grievant was the only teacher certified to teach chemistry within the District. During this time the Grievant received favorable evaluations regarding his teaching and performed other extracurricular responsibilities.

The Grievant served as the District's K-12 Science Coordinator from 1991 until the end of the 1992-93 school year. The Science Coordinator was responsible for ordering science supplies for the District. This required maintaining accurate inventories in order to avoid duplicate and unnecessary purchases. While serving as the Science Coordinator he was asked to prepare an inventory of chemicals housed in the chemical storage room. Although inventory requests were made on several occasions, the Grievant failed to comply.

During the 1991-92 school year Mr. Wichlacz served as the District's Chemical Hygiene Officer. The Chemical Hygiene Officer was responsible for developing and implementing the District's Chemical Hygiene Plan. This plan, which was completed during the first semester of the 1991-92 school year, established procedures to protect employes and students from health hazards associated with the use of chemicals in the laboratory. The plan contained rules regarding the use, storage, accidents, spills and disposal of chemicals used within the District. In 1992 as Chemical Hygiene Officer the Grievant represented that there were no hazardous chemicals within the District. Hazardous chemicals include those that were known or suspected carcinogens, explosive, radioactive, mutagens, highly toxic and corrosive. Later investigation revealed that several extremely hazardous chemicals had been and currently were on school premises. The Chemical Hygiene Plan also identified proper chemical storage procedures. The plan referenced the Flinn Chemical method of sorting chemicals into specific families. The Chemical Hygiene Plan also identified a list of responsibilities that needed to be completed. This included basic safety procedures such as labeling items in the storage room, completing inventory reports on chemicals, identifying hazardous materials and establishing a waste disposal program. This list was developed during February of 1992, however none of the items identified were completed during the remainder of 1992 or during the 1992-93 school years. The Grievant was provided paid time to work on chemical related issues, as well as plan compliance.

In December of 1992 the Deerfield Fire Department required that a list of flammable chemicals be provided by mid-February of 1993. Ms. Linda Duncan, High School Principal, asked various departments to compile lists for their respective areas. The Grievant was asked to prepare a flammable chemical list for the science area. When she did not receive the list by mid-February, she made several follow-up requests. The Grievant responded that he did not have enough time to complete a list. Although the District agreed to provide additional paid time to Mr. Wichlacz so that the list could be completed, he did not complete the flammable chemical list. As a result the District Administrator, Mr. Ed VanRavenstein, Director of Instruction, Dr. Ruth Ann Faber and High School Principal Duncan inventoried the flammable chemicals during the summer of 1993.

The Administrators discovered that the chemical storage room was very messy and disorganized. They spent several days cleaning the room. Mr. Wichlacz was invited to assist in

the process and told that he would be paid. He spent less than four hours during the time consuming project.

Since 1987 the Grievant has been paid over \$9,000 for extended contract and additional hours of work. Part of this payment was to develop and monitor the Chemical Hygiene Plan, serve as Science Coordinator and Chemical Hygiene Officer. During the first semester of 1991-92 Wichlacz was provided one period a day to develop the K-12 Chemical Hygiene Plan. In the second semester of the 1991-92 school year one hour per week of extended contract totalling 18 hours was provided to the Grievant to monitor the Chemical Hygiene Plan. During the 1992-93 school year he received one class period every other day in lieu of study hall because of his service as Science Coordinator, Chemical Hygiene Officer and Environmental Education Liaison. During June of 1993 he was paid for 27 1/2 hours to work on the chemical inventory. In November of 1993 three substitute teachers were employed for three days to allow regular instructors including the Grievant to work on cleaning the science area in preparation for an inventory.

During the 1993-94 school year, Ms. Carol Banaszyski, newly appointed Science Coordinator, became aware that chemicals in the storage area had not been inventoried. While this had been a responsibility of the Grievant, it had not been completed. In the Spring of 1994 Ms. Banaszyski began compiling an inventory list so that needed chemicals could be ordered for the following school year. While conducting the inventory she became very concerned about the condition of the room, the condition of some stored chemicals and the presence of hazardous chemicals. School representatives took still pictures and videotaped the area before any clean up began. Boxes and containers were stacked on top of each other, chemicals and containers cluttered the shelves and counter tops, empty boxes, bags and food packages were littered throughout the room, some of the chemical storage containers were rusty and in otherwise poor condition. These concerns and the lack of an inventory were summarized in a memorandum to the Grievant.

Dr. Faber and Mr. Wichlacz met to discuss the concerns over the condition of the room. Mr. Wichlacz explained that he knew better than anyone else about proper safety procedures and believed the room to be safe. He was invited to participate in another clean up but he refused to do so unless he was paid. The administration felt that maintaining the room in a reasonable condition was part of his normal job responsibilities and did not authorize additional payment. The Grievant resigned as Chemical Hygiene Officer in late spring of 1994.

In June of 1994 Dr. Faber and Ms. Duncan inventoried chemicals that were present in the storage area. The process revealed that a number of chemicals were not stored in compliance with OSHA requirements, the Flinn method, or District policy. They discovered that there were numerous hazardous chemicals present in the storage area. They also discovered that numerous chemicals were stored in containers without labels.

As they concluded that the problem was significant, the District contacted MacNeil Environmental, Inc. (MEI) and requested professional assistance in evaluating the situation. The officials from MEI inspected the room on July 22, 1994 and were appalled at its condition. MEI officials recommended that numerous chemicals be disposed of because of the danger they posed.

The officials also recommended that numerous chemicals be disposed of because of their age. The District hired a hazardous waste specialist to remove the dangerous chemicals at a cost in excess of \$14,000.

After reviewing the MEI report and the events of the summer, the Administration met with Mr. Wichlacz on August 16, 1994. The Grievant denied that he was responsible for the unsafe conditions. He maintained that the room was in a safe condition. District Administrator VanRavenstein testified that he relieved the Grievant of his responsibilities with pay because of the severity of the problems and the Grievant's response. The Grievant was informed in a letter dated September 6, 1994 that the Administration would be scheduling a disciplinary hearing before the Board. On September 20th the hearing before the Board began. It was continued on September 22nd, October 11th, October 25th and finally concluded on November 3rd, 1994. Both the Administration and the Grievant were given the full opportunity to present evidence and call witnesses.

After the hearing the Board voted to suspend the Grievant without pay from November 15 until January 15, 1995 for the following reasons: (1) Mr. Wichlacz did not comply with the District's safety policies or generally accepted safety standards in the way in which he maintained the chemistry lab and chemical storage area; (2) Mr. Wichlacz failed to prepare a chemical inventory and by his failure exposed staff and students to unnecessary risk of harm; (3) Mr. Wichlacz falsely represented that the District did not possess any hazardous chemicals when in fact there were numerous hazardous chemicals in the chemical storage area; and (4) Mr. Wichlacz failed to comply with his responsibilities as a teacher as set forth in the job description for teachers.

On December 6, 1994 the Association and Grievant filed a timely grievance. The grievance was denied, resulting in the instant arbitration proceeding.

POSITION OF THE PARTIES:

Association and the Grievant:

The Association and the Grievant argue that the suspension imposed on the Grievant should be reviewed under the just cause standard contained in the contract. The Arbitrator has de novo authority to review the disciplinary action taken by the District. As such the Arbitrator has the ability to drastically modify the length of suspension. The Association and the Grievant argue that the significant period of suspension is unreasonable given the offenses committed by the Grievant. Therefore the suspension time should be drastically reduced.

The Association and the Grievant further argue that in order to satisfy a just cause standard the Employer must forewarn the employe about the consequences of his/her behavior. In the present case instructions and expectations were never communicated to the Grievant, let alone a warning or offer of assistance provided.

The record shows that the Grievant did not receive appropriate supervision for his

chemical hygiene duties. Various members of the administrative team denied responsibility for supervising Wichlacz in his capacity as Chemical Hygiene Officer. Apparently the District Administrator felt that the Grievant was solely responsible for the chemical hygiene duties. With no accountable supervisor it is easy to see why instructions and expectations could be unclear and not met. The District's failure to provide adequate supervision is the major factor underlying the Grievant's problems in this case.

A significant issue is whether the Grievant was given adequate paid time during the 1993-94 school year for clean up and inventory projects. If the Grievant was the expert that the District maintains, why not consult with this expert and get his recommendations regarding the time needed to complete cleaning and inventory projects. The Principal never committed her directives to writing and concluded that the Grievant intentionally misconstrued the request rather than accept the possibility that the verbal directive could have been confusing. The record supports the Grievant's contention that he informed management that he simply did not have enough time to perform the responsibilities.

The Association and the Grievant also assert that the District failed to properly conduct an investigation. After Wichlacz resigned as Chemical Hygiene Officer in the late Spring of 1994 the District took his key and denied him access to the chemical storage room. District officials substantially rearranged the room in order to highlight deficiencies. MacNeil Environmental, Inc. had a vested interest in making things look as bad as possible so that their contract with the District would be more lucrative. The actual condition of the chemical storage room when Wichlacz left for the summer is in dispute. Even when the District became aware of difficulties in late May the Grievant was not notified. The District spent the summer months preparing a case against the Grievant rather than addressing the items of concern with him.

The District's contention that it was faced with a crisis and needed to remove Wichlacz from the school immediately is without merit. The District could have easily confronted the Grievant with these matters of concern during the summer. Further the District could have allowed the Grievant to teach courses in the fall, yet deny access to the chemical storage room. The Grievant has demonstrated his competence as a classroom teacher for many years.

This matter involves substantial managerial errors regarding resource and time allocation. Association witnesses from other school districts testified about the difficulties in complying with state mandates in this area. They also identified that significant amounts of time and resources needed to be expended to insure that districts were in compliance with OSHA and DILHR regulations. Wichlacz was not provided with the time needed to perform his responsibilities. The District Administrator testified that providing additional time for the safety components of his responsibilities would have detracted from his teaching duties which was unacceptable. The District chose to ignore the safety aspects of the chemistry program to ensure that the students received the necessary instruction. While the Grievant's Chemical Hygiene Plan and work was lacking in some regards, it was not because he was without commitment. The fact of the matter is

the time allotted by the District was not sufficient. While Wichlacz can be criticized for not adjusting his plan when it became apparent to him that the District was not going to provide sufficient resources, he did not receive any help or feedback from the administration in making resource allocation decisions. The Grievant testified that he has spent hundreds of additional hours without compensation to perform his chemical hygiene and teaching responsibilities. The Association and the Grievant argue that his unpaid suspension time should reflect his unpaid commitment to the District.

District

The District argues that it had just cause to suspend the Grievant because of the serious safety problems that resulted because of his conduct. Mr. Wichlacz violated Board policies concerning safety in the science labs. The Grievant repeatedly failed to maintain a safe work environment in the science laboratory and storage area. As Chemical Hygiene Officer for the District, Wichlacz had an increased awareness of and responsibility for maintaining safe conditions. As the resident expert within the District, the administration trusted that he would adhere to these requirements. An inspection of the chemical storage area showed that chemicals were stored in an unsafe manner and not in compliance with the Flinn method. Storing incompatible chemicals together could have had disastrous consequences. Some containers were not properly labeled and in an unsafe condition. This conduct is especially egregious because the Grievant was the Chemical Hygiene Officer and his actions were in direct violation of the plan that he drafted.

Citing several cases the District maintains that an individual cannot decide how safety rules are to be applied or whether in fact they should be obeyed. Further the deliberate violation of reasonable safety rules is reason for discipline. Wichlacz' deliberate failure to follow Board safety policies constitutes just cause for discipline.

The Grievant also made several misrepresentations to the Employer in the Chemical Hygiene Plan. In 1991-92, he represented that the District had no hazardous chemicals on site. An inventory conducted in 1994 identified that numerous hazardous chemicals had been present in the lab or storage area in 1992. These chemicals are known carcinogens, highly flammable or extremely toxic.

The Grievant also misrepresented to the District that he was spending a significant amount of time working on projects including chemical safety projects. He asserted that he had spent more than 100 hours per year outside the school day working on various projects as the Chemical Hygiene Officer yet he was unable to provide any reasonable explanation as to why nothing in the area of chemical safety was done. As Chemical Hygiene Officer he was responsible for ensuring that all required material safety sheets were available. Mr. Wichlacz represented that he had nearly a full set of material safety data sheets in his office. The Administration was only able to locate 30 such sheets. Failure to maintain material safety data sheets is a violation of OSHA regulations and exposed the District to significant penalties. Wichlacz represented that he had completed a chemical inventory in 1988. The inventory was certainly needed but Wichlacz failed to produce same. The District also argues that the Grievant's failure to provide an inventory when

requested repeatedly by administrative staff provided just cause for the Board's actions. Wichlacz failed to provide an inventory of flammable substances during late 1992 and the spring of 1993. The record shows that he was asked on several occasions to provide this list so that the fire department would have the information. When the Grievant failed to provide this information, the District had to rely on administrators to compile the inventory. This refusal to supply the inventory provided just cause for the District's action.

The six week suspension without pay was reasonable and clearly supported by the evidence. The offenses committed by the Grievant were very severe and could have resulted in serious injury and disruption to the school district, the staff and students.

The Association and Grievant Reply

The Association and the Grievant argue that the District misstated several key elements found in the record. The problems in the chemical storage area were greatly exaggerated. Wichlacz denied that there were any inherent risks of harm present in the area. His view is supported by the testimony of Dr. Jones who previously had worked for Dupont in the area of chemical safety and had served as a student teacher for the Grievant. While acknowledging that some chemicals were present in larger quantities than necessary, and that the room appeared somewhat disorganized, chemicals were not stored in an unsafe or disorganized manner. The videotape and still pictures attempted to put the condition of the room in its worst possible light. It is uncontested that substantial changes in the room were made prior to the photography.

The District also misstates Wichlacz' compliance with the draft Chemical Hygiene Plan. The plan was never intended to be a final product. It was put together quickly to meet an immediate need. Once this need was met, the Grievant assumed that he would be given additional time to complete the full inventory and comply with plan components. Wichlacz knew that certain chemicals needed to be removed which is why he contacted his sister-in-law who is an expert in chemical removal. He did not have the time to make exact determinations about which chemicals should be removed.

Also, the District blames Wichlacz for many shortcomings which are the responsibility of management. Concerns about the condition of the chemical storage room were not made known to the Grievant until the end of the school year. A review of his personnel file indicates that there were no concerns about his method of procuring, storing and utilizing chemicals prior to the summer of 1994. This strongly suggests that the problems were not as severe as the District now contends. Wichlacz volunteered a large amount of time and had a challenging teaching load as well as other educational responsibilities. The apparent lack of progress was due in part to the time the Grievant spent attempting to set up a computer program and overall structure to inventory chemicals. Had the administration provided guidance, he may have been able to more productively spend his time.

The Grievant argues that the events in this case do not justify the length of the suspension. While Wichlacz acknowledges that he should have done some things differently, he was not evil or lazy but simply overwhelmed by the project and responsibilities. Of great concern however is the fact that the District still maintains that the Grievant was the primary cause of the problem. The facts support that the primary cause of the difficulties were a lack of clearly designated supervision and very poor communications. While some suspension time is appropriate, the penalty imposed by the District must be substantially reduced.

District Reply

The District asserts that the facts in the record justify the duration of the suspension. Clearly the chemical storage was in a deplorable and unsafe condition. As a faculty member, the Grievant was obligated to maintain a safe environment. As Chemical Hygiene Officer, he had the expertise to do so. While the Grievant contends that he was not given paid time to perform his Chemical Hygiene Officer responsibilities, this contention ignores the fact that he was given paid time to complete the Chemical Hygiene Plan and perform his Chemical Hygiene Officer duties during the 1991-92 school year. He was also given additional paid time the following year to perform his Chemical Hygiene Officer responsibilities.

The Grievant does not dispute that he had been asked on several occasions to compile an inventory of chemicals that were stored in the science area. The clarity of the request was not questioned at the time. The Grievant attempts to justify his inaction by claiming that he was attempting to develop a computerized inventory system which he was not able to complete because of the lack of computer expertise.

Wichlacz' claim that the MacNeil Environmental, Inc. report was exaggerated for financial gain is ludicrous and reflects a misunderstanding of the facts. Clearly safety violations were present and MEI was not in a position to profit as they did not provide clean up services.

The Grievant's assertion that the District's decision regarding level of discipline was based in part on his prior participation in negotiations is not supported by the record. There is no testimony or evidence that would support this allegation.

Finally the Grievant impermissible seeks to combine two grievances by proposing a single remedy. The parties have never agreed that the two grievances involved in this matter be treated as a single grievance. As such the grievances are to be treated separately and the remedy if any must be distinct to each of the grievances. Combining the grievances for the purposes of remedy would violate Article III, Section C, Step 4(e) of the contract.

DISCUSSION:

The issue to be decided in this case is whether the School District had just cause to suspend the Grievant without pay from November 15, 1994 to January 15, 1995. Mr. Wichlacz was suspended by the Board of Education for the following reasons: (1) Mr. Wichlacz did not comply with the District's safety policies or generally accepted safety standards in the way in which he maintained the chemistry lab, chemical storage area; (2) Mr. Wichlacz failed to prepare a chemical inventory and by his failure exposed staff and students to unnecessary risk of harm; (3) Mr. Wichlacz falsely represented that the District did not possess any hazardous chemicals when in fact there were numerous hazardous chemicals in the chemical storage area; and (4) Mr. Wichlacz failed to comply with his responsibilities as a teacher as set forth in the job description for teachers.

The results of the District's investigation are well documented in the background portion of this decision. In May of 1994 while an inventory was being conducted the Administration became aware of the deplorable condition of the chemical storage room. The investigation was thorough and complete. The District sought the advice and assistance of outside experts. MEI confirmed the seriousness of the situation. In addition to the storage area being in a state of disarray, chemicals were not organized properly, some chemicals were stored in deteriorating containers, chemical spills were not properly cleaned. Some chemicals were not properly labeled. Hazardous chemicals which had no place in a high school were retained. Excessive amounts of chemicals were retained and reordered without checking for existing amounts. Mr. Wichlacz never prepared a chemical inventory which was necessary to maintain a safe environment and proper amounts of chemicals. On numerous occasions Mr. Wichlacz was requested to prepare inventories but he never complied. Mr. Wichlacz falsely reported that there were no hazardous chemicals in the District's possession. These violations were identified by the administration and experts. Clearly, accidents and injuries ranging from explosions, fires, exposure to carcinogens and toxic substances, could have resulted because of the Grievant's misconduct. As a professional and the Chemical Hygiene Officer, Wichlacz should have recognized the deteriorating condition of the room and corrected it. At a minimum he should have called it to the attention of the Building Principal. Although Dr. Jones, a witness on the Grievant's behalf, disputed some District contentions, he did not observe the problems first hand and acknowledged that some problems existed.

The violations were very serious. Particularly egregious in this matter is the fact that the Grievant was the District's chemical expert. Because of his expertise he was identified as the District's Chemical Hygiene Officer. Wichlacz was responsible for developing the District's Chemical Hygiene Plan. While operating in that position of trust and responsibility, he knowingly violated the plan. The Association argues that the Grievant should have received prior warnings. It is well accepted by arbitrators that certain offenses are so serious that an employe may properly be expected to know that such conduct is offensive and summarily punishable. 1/ As a science professional and Chemical Hygiene Officer, the Grievant was well aware of the importance of following strict safety procedures in the chemistry lab and storage area. The Association's argument would be more persuasive if evidence existed that showed the Grievant was unaware of the potentially hazardous consequences his actions or inactions created.

1/ Enterprise Wire Co., 46 LA 363 (Daugherty, 1966).

The Association and Grievant also argue that because of the Grievant's demanding teaching load he did not have time to adequately perform his duties and responsibilities. It is acknowledged by all that the Grievant did have a challenging workload. He taught several high level science courses. However the record also shows that the Grievant was given time to perform his additional duties as Chemical Hygiene Officer and Science Coordinator. Since 1987 the Grievant was paid over \$9,000 for extended contract and additional hours of work. Part of this payment was to develop and monitor the Chemical Hygiene Plan, serve as Science Coordinator, Chemical Hygiene Officer and Environmental Education Liaison. During the first semester of 1991-92 Wichlacz was provided one period a day to develop the K-12 Chemical Hygiene Plan. In the second semester of the 1991-92 school year one hour per week of extended contract totalling 18 hours was provided to the Grievant to monitor the Chemical Hygiene Plan. During the 1992-93 school year, he received one free class period every other day in lieu of study hall responsibilities because of his service as Science Coordinator, Chemical Hygiene Officer and Environmental Education Liaison. During June of 1993 he was paid for 27-1/2 hours to work on the chemical inventory. In November of 1993 three substitute teachers were employed for three days to allow three regular instructors including the Grievant to work on cleaning the science area in preparation for an inventory. The Grievant testified that he spent a significant period of time attempting to write a computer program to develop a chemical inventory. He acknowledged that had he invested that programming project time on conducting a manual inventory of the chemical storage area, the inventory would have been complete. The Grievant acknowledged that he lacked the computer skills necessary to perform this function, but he failed to address the issue with the administration or change his focus. While the Association argues that he was not certain who his supervisor was, that "problem" could have been easily remedied by posing the question to the Principal, Director of Instruction or District Administrator.

When the Administration's concerns were raised with the Grievant at the end of the school year in 1994 he became agitated, confrontational, and uncooperative. He adamantly denied that safety problems existed and offered no assistance to remedy the problems. When the seriousness of the specific violations and consultant comments were raised with the Grievant during the August 16, 1995 meeting, he again denied that safety violations existed. The Association and Grievant argue that while some suspension is warranted, the amount of time should be greatly reduced. In evaluating the appropriateness of the penalty, the issue is not whether the undersigned would impose the sanction the District did but whether the sanction appropriately reflects the misconduct. It should also be noted that the Administration had recommended a much more severe period of suspension than the Board ultimately issued. The undersigned concludes that the degree of discipline was reasonably related to the seriousness of the offenses.

AWARD

For the foregoing reasons and based upon the record as a whole it is the decision of the undersigned Arbitrator that

1. The Deerfield School District had just cause to suspend the Grievant Gerald Wichlacz without pay from November 15,

1994 to January 15, 1995.

2. The grievance is therefore denied.

Dated at Madison, Wisconsin this 25th day of September, 1995.

By William K. Strycker /s/
William K. Strycker, Arbitrator