

EMPLOYEE BEREAVEMENT LEAVE: A SURVEY OF ARBITRATION CASES

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ABSTRACT

This article reviews a decade of published arbitration cases involving employee bereavement leave and related employee grievances identifying which issues are and which are not a source of dispute. Key issues in the grievances are identified and the rationale for the arbitrator's decision is explained. When appropriate, a comparison to historical standards used for similar grievances is presented.

INTRODUCTION

Collective bargaining agreements between labor unions and employers almost universally provide for paid time off for employees. The most common elements of paid time off are paid vacations, paid holidays, and paid sick leave. Some agreements may also provide for one or more paid personal days off, for serving on jury duty, for adoptions, for bereavement leave, and additional reasons. Bereavement leave is paid time off to attend to activities immediately after the death of a family member.

When employees feel they have been denied the benefits and protections of their collective bargaining agreement (through management intent or mistake or even from an honest difference of opinion), they will often avail themselves of the grievance procedure established under the labor agreement. The process of appeals and responses is usually formal, but not cumbersome. Initial rejection of the grievance by management will often result in appeals to higher and higher levels of management by union officials. When the grievance remains unresolved

after the highest level of appeal, the union may (under most contracts) refer the grievance to an arbitrator. Arbitrators are experienced neutrals hired by the parties to resolve their differences. Labor arbitration is the relatively inexpensive alternative to union strikes or lawsuits for breach of contract.

This article examines arbitration cases indexed and published over a decade's time in two series of volumes—the *Labor Arbitration Reports* and the *Labor Arbitration Awards*.

AN OVERVIEW OF BEREAVEMENT LEAVE GRIEVANCES

This article addresses a number of issues related to bereavement leave and looks at disputes arising under collective bargaining agreements in each of the areas. The first issue is the breadth of coverage of provisions based on degree of relationship to the employee. The second issue addresses the treatment of nonwork days when applying bereavement leave provisions. The third issue is the negotiated administrative requirements for the use of leave. The fourth issue is the treatment of seasonal workers in the administration of bereavement leave. The fifth issue is the substitution of benefits called for in some contracts in the taking of leave. The sixth issue is the treatment of absence from work on leave and entitlement to perfect attendance bonuses. The last issue is how contracts provide for special circumstances in the taking of bereavement leave. These seven issues are addressed in turn.

WHO IS FAMILY?

The issue is: Which family members' deaths would occasion an entitlement to bereavement leave? Commonly, provisions are made to facilitate attendance at funerals of deceased members of the immediate family members and the funerals of some members of the extended family. Examination of contract language gives meaning to those broad terms.

Contract Language Generally

The labor agreement (or contract) may provide for a number of paid days of bereavement leave to be awarded to employees on the death of a family member. The provision will normally specify who is a family member for purposes of this leave by enumeration. The *Mountaineer Distributing Company* provisions are illustrative; that company grants bereavement leave on the death of family members in 12 categories of relationship to the employee:

Spouse	Child	Mother
Father	Sister	Brother
Father-in-law	Mother-in-law	Grandfather
Grandmother	Grandson	Granddaughter [1, p. 300].

Northville Public Schools provide for paid leave on the death of an aunt/uncle, a brother/sister-in-law, or a niece/nephew [2, p. 802]. A Cahokia school district's labor agreement covers the death of a legal guardian [3, p. 669]. Carlton County's contract provides leave for the death of a ward or a step-parent [4, p. 776]. Swanson Plating Company allows leave for the death of a cousin [5, p. 1208].

While all noted bereavement clauses provide coverage for the death of a spouse, parent, child, or sibling, there is significant variance in coverage of less-immediate relations. Such enumerations are the result of collective bargaining and may be the result of interest arbitration. This study focuses on disputed interpretations of existing contracts when those disputes are resolved by grievance arbitration.

Are Grandparent-in-Law Family if Not Enumerated?

In *National Uniform Service*, the contract included grandfather/grandmother as one relationship that would create an entitlement to funeral leave [6]. One employee received funeral leave pay on the “death of husband’s grandma” [6, p. 982]. The payment was later recouped in installments by the employer following an audit and management’s determination that only an employee’s own grandparent would create a paid-leave entitlement. During the same contract term, another employee requested leave on the death of his spouse’s grandfather; that employee too was granted unpaid leave rather than funeral leave. Both grieved. The union argued that the term grandparent was inclusive of a spouse’s grandparent, since the title “grandparent-in-law” had never come into fashion. The employer countered that the language was unambiguous and meant the employee’s own grandfather or grandmother. The arbitrator noted that the contract made specific provision for other in-laws but did not do so for grandparent-in-laws. For this contract—the arbitrator ruled—the term “grandparent” is not inclusive of a “grandparent-in-law” [6].

Who is (is Not) a Father-in-Law?

A Northville employee filed for and received bereavement leave on the death of his father-in-law [2]. His mother-in-law later remarried, and, after a period of time, she was again widowed. His second request for bereavement leave was denied. The employer believed that “a person can have only one father-in-law, just as the grievant’s spouse could only have one father . . .” [2, p. 801]. The employer further stated that the decedent was a step-father to the employee’s spouse. The employer could find no record of granting bereavement leave to persons having a step-relationship to an employee. Although the decedent was treated as family, even living with the employee for a period of time, the arbitrator ruled that he was not “immediate family” as that term is used in the contract. The relationship was described as that of a step-father-in-law, acknowledging the cumbersome language. The arbitrator also noted that some contracts “use

language such as ‘and persons standing in the stead of the named persons,’” but this contract did not. As the employer had never in the past granted bereavement leave knowingly on the basis of a step-relationship, the employee’s grievance was denied [2].

The same decision was reached in *Ludlow-Saylor*—a step-father-in law was not immediate family under the terms of the labor agreement [7]. This arbitral decision was likely an easier one to reach, since the contract included some step-relations explicitly. Such inclusion implied that omitting others was not unintentional [7].

A *Georgia Pacific* contract read in part, “The immediate family shall include: . . . and grandparents [maximum of four (4)] of the employee” [8, p. 5381]. The likely intent of this provision seems to be to exclude step-grandparents and grandparents-in-law, but that was not the issue in dispute in that cited case [8].

Comment

Most arbitrators have interpreted contract provisions for enumerated relationships literally rather than expansively. Occasionally, in past decades, some arbitrators have “favored a somewhat broader construction with regard to that portion of the funeral leave clause which specifies the family members or relatives for whose funeral the leave provisions become applicable” [9, p. 759]. No such broader constructions were noted in this study.

ARE THERE OTHER REQUIREMENTS TO TAKE LEAVE?

There is a requirement that an employee request bereavement leave in a timely manner. There were no observed cases of employees taking time to attend a funeral and then asking for an approved leave only upon their return to work.

A Requirement of Sufficient Seniority

One contract examined said only employees “with one year or more of continuous service shall receive” paid funeral leave [10, p. 885]. Funeral leave, like paid vacation time, may be restricted to employees who have been with the company for a period of time. Seniority requirements were not a disputed issue in any noted grievance arbitrations.

A Requirement of Proof of Death

The contract may also place a responsibility on the employee to provide evidence of the death that is the basis for award of the paid leave. The *United Lift Truck* provision is illustrative: “In order to receive the [bereavement pay] benefit,

the employee must show a form of proof" [11, p. 256]. *Reichhold Chemical* required "proof of death and the relationship" in its collective bargaining agreement [12, p. 4,364]. Some contracts enumerate the types of evidence that will be found satisfactory to management. Mountaineer Distributing Company's contract required the "employee [to] provide the employer with proof of death such as a death certificate, obituary notice, or a remembrance card from the funeral home" [1, p. 300].

None of the arbitration cases noted in the *Labor Arbitration Reports* or *Labor Arbitration Awards* involved a dispute over the issue of sufficiency of proof presented.

A Requirement to Register Family Members

One contract stated funeral leave would accrue on the loss of enumerated family members "provided any such family member has been preregistered with the Company" [10, p. 885]. This requirement was met and the issue was not in dispute in the instant case.

A Requirement to Attend the Funeral

The May Department Stores approved grievance leave "provided the employee attends the funeral [13, p. 6,739]. The requirement in *ARCATA Graphics*' contract was that its employees would be granted leave "when . . . the employee is making arrangement for or attending the funeral of such family members" [14, p. 3,554]. Kent County's provisions are, in part: "leave shall be given to attend the funeral or attend to personal family matters when death occurs in the employees immediate family . . ." [15, p. 464]. *Reichhold Chemical* negotiated new contract language that stated: "It is understood that the employee must actually attend the funeral" [12, p. 4,364].

Penn Emblem Company's contract allowed employees to "receive (3) days of absence from work without loss of pay to attend the funeral of" enumerated family members [10, p. 885]. In the past, the company paid the employees even if they did not attend the funeral despite the relatively clear attendance requirement. Prior to signing a new contract with the same language, the employer said it intended to apply the attendance requirement strictly and that past practice would no longer be honored. In response to a grievance, an arbitrator ruled that the company had the right to deny grievance pay to an employee who did not attend the family member's funeral.

One explicit exception was negotiated with the City of Lakewood. That agreement provides one grievance day for employees unable to attend funeral services held outside the continental United States [16, p. 1,002].

The arbitral decision in *County of Kent* [15] held that the traditional purpose of bereavement leave is to attend to the funeral (or similar memorialization) of the decedent and that leave is not (instead) for activities that are beyond that scope.

THE MEANING OF “DAYS” IN BEREAVEMENT PROVISIONS

The question most addressed in arbitration cases has been whether or not “days” means work days or calendar days. Closely related to that is the issue of whether or not “days” means total days. And yet another issue is whether “days” means consecutive days. Another issue is the meaning of “up to three days”; when does it mean “3 days” and when does it mean fewer? The next “days” issue involves irregular work weeks when employees work more or less than an eight-hour day on different days of the week; how many hours of leave are debited on a Tuesday as compared to a Wednesday? The last “days” issue addresses determination on a day’s pay when a typical day involves overtime. Before addressing these more contentious issues, this article identifies common provisions with respect to days.

How Many Days?

The agreement may provide for a different number of days of leave for closer relations than for those more distantly related. The *Cahokia* provisions are illustrative, giving three days for closer relations and one day for more distant relations [3, p. 669].

Four and five day leaves were also noted for closer relations. The longest grievance leave granted under contracts examined was 10 calendar days [16].

Extending the Number of Days

Some agreements may extend the number of days to account for differing travel circumstances facing the survivor. *Cahokia* gives a fourth day for funerals held on the fourth day after death and may even add a fifth if travel time is needed to return home [3, p. 669]. *Bellingham* grants “3 days with pay if the location of the funeral is within 150 miles of Bellingham or 5 days with pay if over 150 miles,” a clear accommodation of travel time requirements [17, p. 944]. Ludlow-Saylor provides for unpaid travel time; in “the event a funeral is 250 or more miles away, the employee or employees will be granted one (1) additional day off after the funeral without pay [7, p. 6,095]. Up “to two additional travel days may be granted at the discretion of the supervisor” for funeral leave by the Jefferson Community College [18, p. 1,167].

Comments

Contracts vary in the number of leave days granted on the death of closest relatives with most observations in the range of three to five. A lesser number of days is granted on the death of some other family members. Some agreements vary the number of leave days based on the proximity of the place of employment to the location of the funeral services.

This author has found no limit for cumulative days (in contracts examined) when multiple deaths occurred during the same year or during the same contract. Nor did the author find any grievances over the issue of the proper number of days to be allowed when multiple family deaths occurred on the same day.

Counting (or Not) Nonworkdays Against Authorized Bereavement Leave

An employee took funeral leave and was gone from the 17th of the month through the 30th. He was required to take sick leave (which he elected) or vacation time (which he declined) for the part of that period that exceeded 10 calendar days. (For readers less familiar with unionized workplaces, the “rule of the shop” is first do what you are told by management, then grieve if what you were told was wrong.) Provisions of the labor agreement in *City of Lakewood* were that “such an employee shall be granted funeral leave without loss of pay, . . . [or] days off . . .” [16, p. 2,002]. The employer said the 10 consecutive calendar days were from the 17th through the 26th requiring an additional four days. The arbitrator disagreed. Rather, he credited the union’s interpretation that the employee took funeral leave on the following consecutive work days/dates (17, 20, 21, 22, 23, 24, 27, 28, 29, 31) without losing days off on (18, 19, 25, 26). Any other interpretation would have rendered the language “without loss of days off” meaningless. Here, scheduled days off were not counted against contractual days of paid grievance leave.

In *County of Kent* [15] a corrections officer’s parent died on the Saturday following Christmas. Her normal work schedule was Monday through Friday. She asked for the allotted five days of grievance leave and was gone the following work week which included New Year’s Day on Wednesday. She was given bereavement leave for Sunday through Thursday. She grieved and her employer changed the leave to Monday, Tuesday, Thursday, and Friday, with Wednesday counted as a holiday. Settled prior to resort to grievance arbitration, this employer did not require (after negotiations) the bereavement leave to begin on the day following death. Here, after grievance negotiations (not arbitration), the scheduled Sunday day off and the intervening Wednesday holiday were not counted as bereavement days—even though the contract had no language similar to “without loss of days off.” (The arbitrator did have to rule on another issue however.)

The contract in *Swanson Plating* read in part, “. . . employees shall be paid in full for time lost not to exceed three days” [5, p. 1,208]. An employee’s sister died on a Friday after the start of his weekday, daytime work shift. He was allowed to begin funeral leave immediately. He returned to work on Thursday. The company paid him only for Friday since no time was lost (according to the company’s calculations) on Saturday or Sunday. No funeral leave was paid for days missed during the next work week. The union argued that the employee should be paid for three full workdays. The arbitrator accepted the union’s interpretation of the

contract language as the correct one. Here yet again, an intervening weekend was not counted against the paid grievance leave entitlement; this time it was the arbitrator's decision that determined the meaning best given to imprecise contract language.

The contract in *County of Carlton* was much more precise. The funeral leave provision was for "up to five continuous calendar days . . . [but absence] shall be with pay for any schedule[d] workdays during the five-day period." Intervening nonwork days count against the leave allotted and are unpaid [4].

The labor agreement at ARCATA Graphics said the purpose of the contract's bereavement "article is to protect seniority employees from loss of regular straight-time pay when a death occurs in their immediate family . . ." [14, p. 3,554]. In the instant case, an employee had begun a scheduled vacation when a family member died. He called in to change vacation time to grievance leave. The company denied his request. The arbitrator upheld the company's decision that the purpose was to insulate the employee against a loss of income should the grievance period encompass workdays. Here, there was no loss of income because the employee was not scheduled to be at work.

The graphics company also noted that employees working three 12-hour shifts commonly were unpaid during a bereavement period that fell within their four weekly scheduled off-days. Similarly, employees on layoff did not receive grievance leave because they were not scheduled for work during a grievance period.

Another company's employee "tacked on" grievance leave to the end of his vacation period without explicit permission to do so. In *May Department Store*, the contract clearly stated, "In case such a three-day paid leave of absence occurs at a time when the employee is on a paid vacation . . . , no additional time shall be paid under this Article" [13, p. 6,739]. While on paid vacation, an employee suffered the death of his grandmother. He called his supervisor and asked to have bereavement leave tacked onto the end of his vacation. The supervisor said he would check the contract to see if that could be done and indicated they would work something out. The contract did not provide for grievance leave under the circumstances of this case. However, the supervisor did not check and did not try to get back with the employee. When the employee, thinking (likely) that he was on leave failed to report for work after vacation, the three missed days were treated as a voluntary termination as provided for in the contract. The employee grieved. The arbitrator was convinced that the supervisor's friendly tone may have conveyed the message that it was okay to be gone even if there would be no bereavement leave, so the employer shared (to a small extent) responsibility for the absence. The employee was reinstated without grievance pay for the three days and without back pay for the period between termination and reinstatement.

United Lift Trucks depicted a contract that stands in contrast to leave provisions examined up to this point. One section of the contract dealt with bereavement leave. The "employee will be permitted to absent himself from work for up to three

working days immediately following the death” [11, p. 256, emphasis added.] The next section dealt with bereavement pay. “The employee will receive pay at his or her regular base rate, exclusive of shift premiums, for any of his or her scheduled workdays for which the employee is excused during *three-day period* immediately “following the day of death . . .” [11, p. 256, emphasis added]. The management said that “three-day period” the second section refers to calendar days, so that pay only accrued to the employee for hours missed on Friday with no pay for Saturday or Sunday. The employee grieved saying the “three-day period in the second section is the same ‘three working days’ identified in the first section, and that he should be paid for hours missed on Monday and Tuesday.” The arbitrator noted that part of the second section referred to “scheduled workdays.” There would be no need to say “scheduled workdays” instead of just “days” unless it was meant to differentiate these days from other days during the “three-day” period. She then upheld the company as regards the meaning of “three-day period.” This result means the employee might be entitled to more than three days of bereavement leave but would be compensated only for lost time during the first three calendar days of bereavement leave.

When Does “Up to Three Days” Mean “Three Days,” and When Does It Mean Fewer than Three?

A *Reichhold Chemical* employee was entitled to up to three days bereavement leave on the death of a family member. On the second day of leave, he both attended the funeral and stopped by work to pick up his paycheck for the previous week’s work. While at the workplace, a supervisor told him that the following day (Saturday) was a scheduled day of work, so the employee reported for work the next day. A fellow union member reminded him that he didn’t need to be there as he had a third day of bereavement leave coming. Based on that the employee advised his supervisor he was clocking out. The employer only paid him for the first two days of leave—not for the Saturday—saying the Saturday wasn’t “time necessarily lost from work,” quoting the contract [12, p. 4,364]. As evidence, the company said he was able to report in so it wasn’t necessary not to report it. The arbitrator disagreed. Unrebutted testimony evidenced the employee clocked in because he was told that he was scheduled for Saturday. The employee’s reason for leaving was to help solace his wife on the death of her sibling, and the employee was the one to determine if the time off is necessary, not the employer. The employee was entitled to bereavement pay for that scheduled workday.

How Much to Pay if Overtime is the Norm?

A Georgia Pacific Corporation employee was governed by contract terms that provided, “When an employee is required to be absent as a result of a death in his immediate family, he will be reimbursed for losses in wages at his straight

time hourly rate up to a maximum of three (3) consecutive days . . .” [8, p. 5,381]. For this employee, overtime wasn’t just a regular occurrence, he was scheduled for regular nine-hour shifts with the last hour each day paid at time-and-a-half. However, for his funeral leave, he was paid for only eight hours for each day on leave. The arbitrator was charged to decide if the employee was entitled to an extra hour of pay (and, if so, at what rate) for each day of funeral leave. Because the funeral leave provision said “straight time hourly rate,” and because the employer had consistently been paid for only eight hours a day, the arbitrator sustained the employer’s interpretation of the contract. Even scheduled overtime need not be paid for days of funeral leave under this specific contract.

Comments

Language differences among contracts, when less than explicit, give rise to multiple interpretations. It is often a “close call” as to which argument will be most persuasive to an arbitrator. The clear advice to negotiating parties is to address the issue of inclusion/exclusion of nonworkdays against leave as was the case in *County of Carlton*.

Even when the contract is unambiguous, management may not convey information (even in error) that indicates leave may accrue when that is contrary to fact without correcting that misinformation in a timely manner.

CAN BEREAVEMENT LEAVE BE SPLIT INTO PARTS?

The contract in *City of Lakewood* explicitly required that “time off must be consecutive and include the day of the funeral” [16, p. 2,002]. Other contracts, including those below, have been less clear on the issue.

A corrections officer used four of her five allowable funeral leave days in January and was told the fifth was forfeited. She took one day in March to tend to death-related family matters and later grieved that she had to use vacation time to do so. The grievance was denied for procedural reasons, but the arbitrator commented that the phrase “when death occurs” implies that the intent of the provision is “to permit the employee time off work *at the time of the death*” [15, p. 467, arbitrator’s emphasis]. The arbitrator continued his comment that if the labor agreement were to provide for banking funeral leave (i.e., carrying forward unused days to a later date), the agreement would likely do so explicitly (as many contracts do for vacation days or sick days).

A different conclusion was reached in *Keota Community School District*. The grievants took three of five allowable bereavement days in April. When they (as a couple) asked for a fourth day in May to attend to activities related to the death of the father and father-in-law, the request was denied. They grieved. The employer argued that the days had to be use consecutively during time proximate

to the death event. The union argued that bereavement leave is different than funeral leave. The number of days are typically greater than under earlier funeral leave contract terms in order to deal with activities that necessarily follow on the death of a close relative. The arbitrator agreed that the union's position was the more reasonable one—splitting bereavement leave was allowable. He did indicate that the later use of bereavement leave could not be too long after the death event but did not specify what would be too long [19].

A *Bellingham* firefighter first requested bereavement leave some months after his parents' funerals. Specifically, he wanted to attend a Labor Day picnic to honor his deceased father, a strong union advocate. The fire chief denied the request “contending that the contract language was intended to apply to leave for death and funeral arrangements consequent to a death and could not be construed as an accrued benefit to be used whenever the employee desired” [17, p. 945]. The union countered that firefighters working a 24-hour day are entitled to two such days off for bereavement purposes, and that the firefighter grieving was entitled to a total of four (for both parents), but had only requested a single day. The arbitrator indicated that reading the phrase in isolation from the entire contract would bolster the union's cause, but the standard in arbitration is to interpret contract clauses in the context of an entire contract. In this case, carrying forward the entitlement beyond the period of a timely memorial service would not be a reasonable interpretation of the agreement. The grievance was denied.

The language in *United Lift Truck* is more explicit in addressing the idea of carrying forward some or all of a negotiated grievance leave. The “employee will be permitted to absent himself from work for up to three working days *immediately following the death*” [11, p. 256, emphasis added].

Comments

Some labor agreements have language similar to “attend funeral services *or* make arrangements consequential to a family member's death” [emphasis intended]. This leaves open the question of whether or not the “or” allows for use of the leave to settle other family financial affairs that may arise from a death at a time somewhat distant from the relative's actual demise. An explicit timeliness requirement removes ambiguity that may give rise to a need for arbitration. The use of the phrase “funeral leave” strikes some arbitrators as more time-restrictive than “bereavement leave.”

DO SEASONAL WORKERS HAVE A RIGHT TO BEREAVEMENT LEAVE?

Normally seasonal workers do not receive paid bereavement leave during periods when they are not regular workers. The following case involves seasonal workers who did put in some hours during the off-season.

Two Cahokia school bus drivers were denied bereavement leave. The employer said it never had given bereavement leave to nine-month employees (as the drivers are classified) even when they're paid for additional hours actually worked over the summer. The arbitrator said he would give past practice more weight when the past practice reflects negotiation and agreement not incorporated in the contract. In this case, the contract differentiates many terms of employment by nine-month or 12-month employee status, but it does not in the clause establishing bereavement leave.

In the face of strong contract language—"each member of Local 325 *shall, without reduction of salary*, be granted up to three working days . . ."—and lack of contradictory evidence, the arbitrator ruled that the grievants were entitled to bereavement leave in accordance with the contract [3, p. 670].

**DO PROVISIONS ALWAYS PROVIDE FOR LEAVE
AS AN "EXTRA," OR IS THERE A
SUBSTITUTION OF BENEFITS IN TAKING
BEREAVEMENT LEAVE?**

Bereavement leave is typically a separate entitlement from other paid days off. Three of the noted cases, however, involved employers who charge bereavement leave against sick leave entitlements in accordance with their negotiated collective bargaining agreements [3, p. 609; 15, p. 464; 18, p. 1,167; 20, p. 5,920]. at sick leave should be debited a pro-rata number of hours for each day on or off the job.

When contracts call for a day-for-a-day substitution, this provision does not appear to be significant source of unresolved grievances as the contract language in this area is quite explicit. The contract provision in *Coal City* was a bit different, however, and that difference led to an employee grievance. That school district contract provided that, "Sick leave shall be interpreted to mean personal illness, . . . or serious illness or death in the immediate family of [sic] household. *** The first two (2) days of sick leave used for bereavement purposes shall not be charged against accumulated sick leave." The bereaved grievant had two qualifying deaths in his family. The company allowed him uncharged sick leave for one and deducted the additional days from his sick leave bank. The grievant and his union interpreted the contract as saying he was allowed two uncharged days for each qualifying event; the company interpreted the provision as allowing only two days each year. (The arbitrator noted that both parties rejected the interpretation that only two days could be granted during the three-year term of the contract.) The arbitrator felt that since the sick leave benefit was described on an annual basis, the meaning best given to the bereavement leave benefit should also be on an annual basis—absent (as in this case) any language or past practice to the contrary [20].

The concept of a day of sick leave for a day of bereavement was more difficult to apply in a case involved irregular work weeks when employees worked more or less than an eight-hour day on different days of the week. The issue became how many hours of leave are debited on a Tuesday compared to a Wednesday. It would make no difference if bereavement leave were a distinct entitlement because employees would receive an average day's pay whether 6 or 10 hours were missed on that day. When bereavement leave is bundled with sick leave, the issue is how many hours to debit an employee's sick leave balance when a day is missed. The situation in *Jefferson Community College* is different than most union situations. The unionized faculty do not necessarily work five-day-a-week jobs and are not necessarily scheduled for the same number of work hours each day. Sick leave is accrued on a regular rate of "5.43 hours of sick leave per semi-monthly pay period" [18, p. 1,166]. The arbitrator decided that sick leave should be debited the number of hours in an average work day for each day of bereavement leave.

Extension of leave to accommodate travel was already noted. Other agreements extend the number of days available for unspecified reasons but require either a substitution of benefits or leave without pay. The following provisions are illustrative. In addition to funeral leave, employees at Jefferson Community College also have access to up to two personal days "per semester without loss of benefits or wages" [18, p. 1,167]. The City of Lakewood also provided the possibility of extending a leave period by using other paid time off in conjunction with the bereavement leave. Swanson Plating Company's union agreement allows: "In the event more time for personal reasons is needed, an employee will be excused for up to two (2) additional days without pay" [5, p. 1,208].

HOW DOES USE OF BEREAVEMENT LEAVE AFFECT PERFECT ATTENDANCE BONUSES?

The employer in *Mountaineer Distributing* awarded seven days pay for employees who had perfect attendance and used none of their available five days of paid sick leave. Another relevant contract clause says that employees "not having demonstrated perfect attendance or having less than five (5) sick days left will not receive pay for any unused sick days . . ." [1, p. 301]. One employee denied the bonus has used none of his sick leave but did take two days of funeral leave (as they call it). The company contended the employee—because of the two cited days—did not demonstrate perfect attendance.

The arbitrator noted that funeral leave was a contractual right like vacation days and holidays. The employer never denied credit for perfect attendance for using vacation days and holidays so a proper reading of the contract was that the employer could not deny the bonus for rightfully taking funeral leave. The employee's grievance was sustained.

ENDNOTES

1. Mountaineer Distributing Company [South Charleston, West Virginia] and Chauffeurs, Teamsters & Helpers Teamsters Local 175, 113 LA 300-302, Phyllis E. Florman, arbitrator.
2. Northville Public Schools and International Union of Operating Engineers, Local 547, 104 LA 801-803, William P. Daniel, arbitrator.
3. Cahokia [Ill.] School District #187 and Service Employees International Union Local 325, 106 LA 667-670, Charles J. Marino, arbitrator.
4. County of Carlton [Minn.] and General Drivers, Dairy Employees, Warehousemen, Helpers and Inside Employees Local 346, 104 LA 773-776, Joseph L. Daly, arbitrator.
5. Swanson Plating Company and Swanson Plating Workers' Union, 110 LA 1207-1210, (also at 98-2 ARB 5271, pp. 6,593-6,595), James C. Duff, arbitrator.
6. National Uniform Service [Youngstown, Ohio] and Textile Processors, Service Trades, Health Care, Professional and Technical Employees' International Union, Local 1, 104 LA 981-985 (also at 95-2 ARB 5324, pp. 4,640-4,644), Jerry A. Fullmer, arbitrator.
7. Ludlow-Saylor Inc. and The International Association of Machinists, District No. 9, AFL-CIO, 96-1 ARB 6021, pp. 6,093-6,097, Carl W. Siardo, arbitrator.
8. Southern Council of Industrial Workers, Local Union 3181 and Georgia Pacific Corporation, Louisville Plywood, 98-1 ARB 5067, pp. 5,381-5,384, H. H. Grooms, Jr., arbitrator.
9. Frank Elkouri and Edna Asper Elkouri, *How Arbitration Works*, 4th ed., Washington, DC: The Bureau of National Affairs, 1985.
10. United Lift Truck L.P. and United Shop and Service Employees of Chicago, 114 LA 256-262, (also at 00-1 ARB 3432, pp. 5,604-5,610), Jeanne M. Vonhof, arbitrator.
11. Penn Emblem Company and United Garment Workers of America Local 29, 101 LA 884-886, Lloyd L. Byars, arbitrator.
12. Reichhold Chemical, Inc. and Automotive, Petroleum and Allied Industries Employees, Local 618, 94-ARB 4275, pp. 4,364-4,367, Neil N. Bernstein, arbitrator.
13. The May Department Stores Co. Kaufmann's Division and Allegheny Regional Joint Board Retail, Wholesale Department Store Union, AFL-CIO, CLC, Local Union 101, 96-1 ARB 6147, pp. 6,738-6,745, Edward J. O'Connell, arbitrator.
14. ARCATA Graphics and Aluminum, Brick and Glass Workers International Union, Local 299, 94-1 ARB 4117, pp. 3,553-3,559, W. Lloyd Lane, arbitrator.
15. County of Kent and Sheriff of Kent County and Kent County Deputy Sheriff's Association, 101 LA 463-467, Donald F. Sugerman, arbitrator.
16. City of Lakewood [Ohio] and American Federation of State, County and Municipal Employees, Ohio Council 8, Local 1042, 104 LA 1001-06, Hyman Cohen, arbitrator.
17. City of Bellingham [Wash.] and International Association of Firefighters, Local 106, 115 LA 994-949, (also at 01-2 ARB 3897, pp. 8,466-8,472), David Gaba, arbitrator.
18. Jefferson Community College and Jefferson Technical College Education Association, 107 LA 1166-71, Matthew M. Franckiewicz, arbitrator.

19. Keota Community [Iowa] School District and Keota Education Association. 114 LA 1802-04, (also at 01-1 ARB 3657, pp. 7,017-7,020), Marvin J. Feldman, arbitrator.
20. SEIU Local 73 and Coal City Community Unit School District No. 1, 03-1 ARB 3483, pp. 5,919-5,924, Lisa Salkovitz Kohn, arbitrator.

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