BEFORE THE ARBITRATOR

- -

In the Matter of the Arbitration of a Dispute Between	
LOCAL 150, SERVICE EMPLOYEES' INTERNATIONAL UNION, AFL-CIO, CLC	Case 93 No. 49339 MA-7907
and	
WASHINGTON COUNTY	

- -

Appearances:

Mr. Ted. L. Mastos, Union Representative, Local 150, SEIU, AFL-CIO, CLC, 759 North Milwaukee Street, Suite 301, Milwaukee, Wisconsin 53202-3714, appearing on behalf of Local 150, Service Employees International Union, AFL-CIO, CLC, referred to below as the Union.

Mr. Roger E. Walsh, Davis & Kuelthau, S.C., Attorneys at Law, 111 East Kilbourn Avenue, Suite 1400, Milwaukee, Wisconsin 53202-6613, appearing on behalf of Washington County, referred to below as the County or as the Employer.

ARBITRATION AWARD

The Union and the County are parties to a collective bargaining agreement which was in effect at all times relevant to this proceeding and which provides for the final and binding arbitration, by an arbitration panel, of certain disputes. The parties jointly requested that the Wisconsin Employment Relations Commission appoint an Arbitrator to resolve a dispute reflected in a grievance filed as a "Group Grievance as exemplified by Patty Peters." The Commission appointed Richard B. McLaughlin, a member of its staff. Hearing on the matter was held on August 26, 1993, in West Bend, Wisconsin. At the hearing, the parties waived the application of agreement provisions calling for an arbitration panel. The hearing was not transcribed, and the parties filed briefs and reply briefs by November 2, 1993.

ISSUES

The parties did not stipulate the issues for decision. I have determined the record poses the following issues:

> Did the County violate Article XIII (Holidays) of the collective bargaining agreement by not paying holiday pay to Patty Peters for the holiday on January 1, 1993?
>
> If so, what is the appropriate remedy?

RELEVANT CONTRACT PROVISIONS

ARTICLE II - MANAGEMENT RIGHTS

. . .

> Section 2.02. In addition to the following, the County reserves the right to make, adopt, enforce and amend from time to time, reasonable rules . . .

ARTICLE XIII - HOLIDAYS

Section 13.01. All full-time employees, except as hereinafter provided, shall be granted the following paid holiday schedule during this Contract:

a. New Year's Day
   Memorial Day
   Fourth (4th) of July
   Labor Day
   Thanksgiving Day
   Christmas Day
   Four (4) Floating Holidays

b. Floating holidays shall be taken as follows:

   one (1) between January 1 and March 31
   one (1) between April 1 and June 30
   one (1) between July 1 and September 30
   one (1) between October 1 and December 31

c. Employees who do not take a floating holiday within the designated time limits will be paid the equivalent holiday pay in the first (1st) pay period of the fourth (4th) calendar quarter of the year at the rate in effect on the last day of the affected quarter. Such payment will be made on the last paycheck for an employee who terminates employment, provided that no payment will be made for the unused floating holiday for the quarter in which the employee terminates. No floating holiday may be scheduled after an employee has given a notice of termination.

d. Employees hired after June 1 in any year shall not be eligible for floating holidays during the first (1st) year of employment.

e. The County will make every effort to honor employee requests to the scheduling of their floating holidays. Conflicts in scheduling floating holidays will be resolved on the basis of the order of their receipt by the County . . .

Section 13.02. To be eligible for holiday pay, an employee must work her/his last regularly scheduled work day immediately preceding the holiday and the first (1st) regularly scheduled work day immediately following the holiday unless excused from this requirement by the head of her/his department. Employees scheduled to work on a holiday must work the holiday to qualify for holiday pay. An employee on sick leave (paid or unpaid) will not be considered "excused" by the department head from the requirement

of working the last scheduled work day immediately preceding the holiday and the first (1st) regularly scheduled work day following the holiday, and an employee off on either one of such work days or on the holiday on paid or unpaid sick leave will not be eligible for holiday pay.

Section 13.03. Employees who are required to work on a holiday shall be permitted to take the equivalent holiday time at such time as they may select within the next succeeding thirty (30) days subject to the approval of the department head, or in lieu thereof, the employee may request the equivalent straight time holiday pay.

Section 13.04. In the event a non-floating holiday listed in Section 13.01(a) occurs during an employee's vacation or scheduled day off, such employees shall receive additional straight-time holiday pay in lieu of time off.

. . .

ARTICLE XV - SICK LEAVE

. . .

Section 15.03 . . . An employee will also not be eligible for paid sick leave on the last scheduled workday immediately preceding the holiday, on the first (1st) regularly scheduled workday following the holiday, or on the holiday, unless on the first (1st) workday back to work the employee brings in a physician's statement certifying the employee's inability to work due to illness or disability and specifying the illness or disability, provided, however, if an employee calls in sick on such days, the County also has the option to send someone, including a County nurse, to the employee's home to verify the employee's illness or disability.

. . .

ARTICLE XXVI - COMPLETE AGREEMENT

. . .

Section 26.02. The County and the Union further agree that all rules, past practices and amenities between the County and Samaritan Nursing Home employees are hereby repealed and canceled, including all rules and practices heretofore promulgated, administered and enforced pursuant to "The Samaritan Hospital and Home Employee's Guide, Washington County, West Bend, Wisconsin," a 26-page employee handbook issued to all employees of the Samaritan Nursing Home by the County, it being understood that pursuant to Article II of this Agreement, the County will adopt and implement new rules and regulations.

BACKGROUND

The grievance initiating this matter was filed on February 2, 1993, and describes the grievance thus:

> Patty Peters worked New Year's Day, the day before & the day following. On her "chosen" day off, she became ill & could not come in the following day.

The County's Director of Nursing denied the grievance at Step 1. The parties' responses at Step 2 highlight the essential themes of the grievance. The Union's Step 2 response, dated February 16, 1993, was filed with Anne Tilt, the Administrator of the Samaritan Home, and reads thus:

> Director of Nursing, Dona Miotke, in the Step 1 grievance response says that Samaritan, "ha(s) always required an employee to work the regularly scheduled day before and after the chosen holiday to qualify for holiday pay. (Emphasis) added. The Union was not aware of the practice. This is the first occasion management has enforced this policy to our knowledge since the Fry and Faber grievances in January, 1988.
>
> The Fry/Faber grievance settlement agreement offered to support management's position clearly states in point six (6), "(t)his settlement is not to be construed as a precedent for any future situation." Therefore, the Fry/Faber grievance settlement agreement has no bearing on the instant grievance.
>
> The Union feels the contract language makes a clear distinction between an actual holiday and a day taken in lieu of a holiday. Article XIII clearly defines the holidays in section (Sec.)13.01(a). Eligibility requirements in (Sec.)13.02 unequivocally state, "... an employee must work her/his last regularly scheduled work day immediately preceding the holiday and the first (1st) regularly scheduled work day immediately following the holiday...." It does not say the holiday or the day taken in lieu of the holiday.

. . .

Tilt's response, dated February 25, 1993, reads thus:

. . .

> I am enclosing copies of computer printouts . . . which shows Samaritan clearly has an established past practice to support out position and actions taken . . .
>
> In addition, I am prepared to provide copies of data that will further support our past practices that date back prior to 1982. Our records will support examples of the day before, day of and day after, and actions

taken by my supervisors and payroll.

Finally, I will address item 6 of Faber-Fry. It has, and continues to be, my understanding that Washington County was not obligated to follow the settlement mutually agreed to via Faber-Fry for all future situations dealing with sick leave and holidays. That decision left me with an option to return to our long established past practice of disallowing all holiday and sick pay. It should be noted that I directed payroll and my supervisors to use Faber-Fry for all holiday and sick leave situations which had occurred retroactive to 1-1-88. Following through with Faber-Fry gave all employees a chance to be paid sick leave and lose the holiday whereas following our established past practice meant they lost both options.

. . .

The Fry/Faber settlement agreement, referred to in each of these responses, reads thus:

GRIEVANCE SETTLEMENT AGREEMENT
(FRY AND FABER HOLIDAY AND SICK LEAVE GRIEVANCES)

It is hereby agreed by and between the undersigned that the grievance filed by Nancy Faber on or about February 3, 1988, relating to denial of holiday pay for January 10, 1988 (for Christmas holiday) and sick leave for January 12, 1988, and the grievance filed by June Fry on or about February 10, 1988, relating to denial of holiday pay on January 28, 1988 (for New Year's Day) and sick leave for January 26 and 29, 1988, are settled on the following basis:

1. Faber will receive one (1) day's pay, charged to her sick leave account, for her sick leave on January 12, 1988.

2. Fry will receive two (2) days' pay, charged to her sick leave account, for her sick leave on January 26 and 29, 1988.

3. Section 13.02 is to be construed so that an employee on sick leave (paid or unpaid) will not be considered "excused" by the Department Head from the requirement working the "last scheduled workday immediately preceding the holiday and the first regularly scheduled workday following the holiday," and an employee off on either one of such workdays or on the holiday on paid or unpaid sick leave will not be eligible for holiday pay.

4. In addition to compliance with the provisions contained in Article XV, an employee will not be entitled to paid sick leave on the last scheduled workday immediately preceding the holiday, on the

first regularly scheduled workday following the holiday, or on the holiday, unless on the first workday back to work the employee brings in a physician's statement certifying the employee's inability to work due to illness or disability and specifying the illness or disability. Further, if an employee calls in sick on such days, the County also has the option to send someone, including a County nurse, to the employee's home to verify the employee's illness or disability. (It should be noted that in connection with any such home visit, the Union retains the option of grieving such action if it deems that the County's action was done to harass the employee.)

5. The above-mentioned grievances are hereby withdrawn with prejudice.

6. This settlement is not to be construed as a precedent for any future situation.

The settlement agreement was executed on September 16, 1988.

The Peters' grievance was not resolved, and the parties, at hearing, stipulated that it was properly before me.

At the hearing, the parties stipulated the following facts:

> The Grievant, Patty Peters, was scheduled to work on January 1, 1993.
>
> Pursuant to Sec. 13.03, Patty Peters selected January 15, 1993, to take the equivalent holiday time off.
>
> Patty Peters worked her last regularly scheduled day immediately preceding January 1, 1993, and she also worked her first regularly scheduled work day immediately following January 1, 1993, and she also worked on January 1, 1993.
>
> Patty Peters worked her last regularly scheduled work day immediately preceding January 15, 1993. She took off on January 15, 1993, and she was off because of sick leave on her first regularly scheduled work day immediately following January 15, 1993.

Jeffrey Werner, Samaritan's Accounting Assistant, was the sole witness at the hearing. He noted that one of the County's payroll codes tracks absences for the days immediately before and after a holiday. Absences assigned to that code are based on the day chosen by the employe for a holiday if that day is different than the actual holiday. He also noted that since September of 1989, five unit employes have been denied holiday pay for absences on scheduled days immediately preceding or following the alternate, not the actual, holiday. One of those employes, Wendy Schloemer, was permitted to select an alternate holiday in spite of an absence on the scheduled day following the actual holiday. Schloemer was absent on the scheduled day immediately following the alternate holiday, and was denied holiday pay. Another one of those employes

was Karen Anderson, who was denied holiday pay for taking sick leave on the scheduled day immediately following her alternate holiday. She was, at the time of this denial, the Union's Chief Steward. She did not grieve the denial.

Werner also noted that since December of 1991, five other unit employes have received holiday pay, when the employe worked the scheduled days immediately preceding and succeeding an alternate holiday, in spite of the fact that the employe failed to work both of the scheduled days surrounding the actual holiday. Werner stated that the County has, since 1988, administered the contract by using the alternate day as the day triggering the surrounding days requirement.

Further facts will be set forth in the DISCUSSION section below.

THE PARTIES' POSITIONS

The Union's Initial Brief

The Union phrases the issue for decision thus:

> Did the County violate Article XIII (Holidays) of the collective bargaining agreement by not paying holiday pay to the grievant, Patty Peters, for the holiday on January 1, 1993?

After a review of the facts, the Union argues that "the contract language of Article XIII . . . is neither patently or latently ambiguous." Citing arbitral precedent that clear language is not amenable to interpretation, the Union asserts that the word "holiday" is clearly defined in Section 13.01 a, and is thus not subject to interpretation. It follows, the Union contends, that "(r)eference to holiday in any part of the contract must derive its meaning from Sec. 13.01(a)." Asserting that the County has not changed the definition of holiday in bargaining, the Union concludes that the "only plausible contention for conflicting interpretation is the Fry and Faber holiday and sick leave grievance settlement". To apply the settlement as policy would, the Union contends, violate "item six (6) of the signed settlement."

Since the language of Section 13.01 a, is clear and since the County consistently applied that language before the settlement of the Fry/Faber grievances, the Union concludes that the language should be given its intended effect. Beyond this, the Union contends that the purpose of "surrounding days" work requirements is to "prevent employes from 'stretching' holidays . . . and to assure a full working force on the day before and the day after a holiday." This purpose is not furthered, the Union notes, by imposing the surrounding days requirement on a day taken in place of a holiday. Such days are, the Union contends, no different than any other workday regarding staffing.

The Union then asserts that Section 26.02 precludes accepting the County's assertion of a binding past practice. The Union puts the point thus:

> The historic language of Article XXVI eliminates the possibility of establishing binding past practice. No matter the reasons victims of the disputed policy had for not grieving or questioning the issue over the years, the oversight cannot establish binding past practice.

The Union asserts that even if Article XXVI did not exist, arbitral precedent precludes using past practice to overturn clear and unambiguous language, such as that of Article XIII.

Nor does bargaining history support the County's interpretation of Article XIII, according to the Union. Noting that bargaining for a 1989-91 agreement "did result in additional language in Article XIII, Section 13.02", the Union asserts that this additional language "does not address holiday pay forfeiture if the condition exists while off the day in lieu of a holiday and/or the surrounding days." Acknowledging that bargaining for a 1992-93 agreement "did result in additional language in Article XV, Section 15.03", the Union asserts that this language similarly "does not address holiday forfeiture if the condition exists while off the day in lieu of a holiday and/or the surrounding days."

The Union concludes that "the grievance must be sustained", and requests that:

> Because of the duration of the Employer illegally applying erroneous policy and the probability that those employees harmed vers(u)s those employees benefitting is a statistical wash, we are not asking for economic adjustment. The Union simply desires the language of Article XIII followed correctly from this point forward. We request the Employer clearly notify employees in writing by prominently posting a succinct explanation of the language throughout the facility.

The County's Initial Brief

The County poses the issues for decision thus:

> Did the County violate Section 13.02 of the Collective Bargaining Agreement by not paying holiday pay to the grievant, Patty Peters, for the holiday of January 15, 1993?
>
> If so, what is the appropriate remedy?

The County contends that "the requirement that the employee work the regularly scheduled work day before and the regularly scheduled work day after the holiday refers to the day that is used by the employee as the holiday, which may be different from the date of the actual holiday."

The County notes that the "first draft of the grievance" refers to the alternate holiday selected by Peters as "her holiday". Beyond this, the County notes that its interpretation of Section 13.02 has been consistently applied since at least the Fall of 1988. The Fry/Faber settlement agreement establishes an undisputed starting point for this policy, according to the County. That settlement governed both a "surrounding days requirement" for the receipt of holiday pay and the receipt of sick leave for those surrounding days. The first portion of the settlement agreement was, according to the County, incorporated into the parties' 1989-91 agreement at Section 13.02. The second portion of the settlement agreement was, according to the County, incorporated into the parties' 1992-93 agreement at Section 15.03.

The County contends that Werner's testimony establishes "the consistent method of handling alternate holiday situations since at least the Fall of 1988." More specifically, the County asserts that a case by case analysis of relevant fact situations underscores this, including one instance in which the Union's Chief Steward was denied holiday pay and did not file a grievance.

The County then contends that Werner's testimony also documents "several

instances where employees received their holiday pay even though they had not worked both the scheduled work day before and after the actual holiday day which they had worked previously and had selected an alternate holiday at some other time."

Section 13.02 is, the County contends, "clearly broad enough to refer both to the holidays listed in Section 13.01 and also to the holidays listed in Section 13.03." This is, the County asserts, "the only clear meaning that can be given to the provision." Even if the section is not considered clear and unambiguous, the County asserts that its interpretation "is most surely a reasonable one, and the provision is thus ambiguous." The County concludes that its consistent and undisputed application of the section since the Fry/Faber settlement agreement is the best guide to resolve this ambiguity.

The County concludes the grievance must be dismissed.

The Union's Reply Brief

The Union did not submit a reply brief, stating "we believe we covered every point argued by the Employer in the post hearing brief."

The County's Reply Brief

The County initially contends that the Union's contention that the word "holiday" is clearly defined in Section 13.01 a is "'clearly' incorrect." The word "holiday" is used throughout Article XIII, the County notes, and it is apparent from this that the "'holiday' referred to in Article XIII is the day selected by the employee as the holiday" whether that day is one of the days listed in Section 13.01 a, a floating holiday or an alternate holiday such as that at issue here. According to the County, the word "holiday", if unambiguous, must be interpreted as it asserts or else its consistent practice in administering the language must be taken as the "clear evidence of what the term 'holiday' means."

Beyond this, the County argues that the Union's interpretation ignores the clear impact Section 15.03 has on the granting of sick leave for days surrounding a holiday. The necessary physician's certificate has, the County notes, been supplied by Union members and honored by the County for absences surrounding their alternate holiday.

The County then argues that arbitral precedent and commonly known practice establish that "(i)t is not uncommon that the 'holiday' is some day other than a specific day listed in the contract."

The County then challenges the Union's assertion that it has violated Paragraph 6 of the Fry/Faber settlement agreement. That paragraph, according to the County, "has a very limited application." The settlement agreement cannot be reasonably understood unless Paragraph 6 is read to apply only to Paragraphs 1, 2 and 5, according to the County.

Beyond this, the County challenges the Union's contention of the purpose of "surrounding days work requirements." Whatever the Union's view of precedent, the County contends that it has not applied its contracts in any way other than it did here.

Nor should the Union be surprised at its view of bargaining history, the County asserts. The County notes that the Union, in the Fry/Faber settlement agreement did not object to the fact that the "holiday" at issue was the alternate holiday selected by the grievants and not the specific holiday listed in Section 13.01, a. The County argues that this was because its practice on

this point was clear at the time of the settlement, survived the settlement and became incorporated into subsequent contracts. The acquiescence of the Union's Chief Steward to the application of this practice only underscores this conclusion, according to the County. The County concludes by repeating its request that the grievance be denied.

DISCUSSION

The Union's statement of the issue has been adopted as that appropriate to the record. The Union places the holiday on the actual holiday (January 1), while the County places the holiday on the alternate holiday selected by Peters (January 15). This dispute highlights the interpretive issue posed.

Section 13.01 defines a "paid holiday schedule" which includes "New Year's Day". Section 13.02 states a surrounding days requirement which an employe must meet "(t)o be eligible for holiday pay". Section 13.03 permits an employe who is "required to work on a holiday . . . to take the equivalent holiday time" on a date other than the actual holiday.

The parties' dispute is whether an employe's selection of an alternate holiday moves the surrounding days requirement of Section 13.02 from the holiday listed in Section 13.01 to the alternate holiday selected under Section 13.03.

The Union's construction of the language is, in my opinion, better rooted in the three sections than is the County's. Neither Section 13.01 or 13.02 appears, standing alone, ambiguous. The County notes that Section 13.01 defines a "holiday schedule" not a "holiday", but this distinction means only that the surrounding days requirement of Section 13.02 is pegged not to a specific day, but to a schedule of specifically noted holidays. The difficulty posed here is not the application of the terms of Sections 13.01 and 13.02 standing alone, but their relationship with Section 13.03.

That Section 13.03 distinguishes between "holiday" and "the equivalent holiday time" in referring to employe selection favors the Union's interpretation more than the County's. That distinction seems to affirm that "holiday" refers to the schedule defined in Section 13.01. The use of the terms "equivalent holiday time" to refer to the alternate holiday selected by the employe would seem to underscore that the parties used different terms to refer to the actual and alternate holidays. That Section 13.02 links the surrounding days requirement to "the holiday" and does not mention "equivalent holiday time" supports the Union's interpretation over the County's.

The interpretive problem posed here is that the Union's interpretation must be considered clearly and unambiguously correct to grant the grievance. To adopt this conclusion, the County's interpretation must be rejected as implausible. Doing this, however, flies in the face of the bargaining parties' conduct. In September of 1989, the County applied its interpretation by denying holiday pay to the Union's Chief Steward. No grievance was filed. Without regard to whether this is sufficient to establish a practice, it would appear the County's interpretation was not treated as implausible by the Chief Steward. More significant than this is the Fry/Faber settlement agreement. That agreement does not, as the Union persuasively argues, address the issue posed here. The caption and introductory paragraph of the settlement agreement establish, however, that the parties addressed eligibility for sick leave and holiday pay for two employes who had a surrounding days requirement applied to their alternate holiday. The conclusion that the County's interpretation of Article XIII is implausible is irreconcilable to the fact that the Fry/Faber agreement was reached without challenge. The implausible view was, apparently, an accepted fact. It is impossible to square the Union's present assertion that the application of Sections 13.01, 13.02 and 13.03 is clear and

unambiguous with its past conduct.

Because the County's view of the application of Sections 13.01, 13.02 and 13.03 is plausible, the application of those sections to the facts of this grievance must be treated as ambiguous. The most persuasive guides to the resolution of contractual ambiguity are past practice and bargaining history, since each focuses on the conduct of the parties whose intent is the source and the goal of contract interpretation.

In this case, evidence of past practice is determinative, and favors the County. Since the Fry/Faber settlement, the County has on at least ten occasions applied its interpretation in granting and in denying holiday pay. The Union does not deny the consistency of the County's interpretation, but challenges its mutuality. Since mutual agreement is the source of the binding nature of a past practice, that challenge must be addressed. The Union's contention that the practice was not known to it is supported by the fact that the County has not had to apply its interpretation on a routine basis. As noted above, however, one of those applications involved the Union's Chief Steward. It is difficult to regard that instance as not known to the Union. Beyond this, the parties' negotiation of the Fry/Faber settlement agreement affirms that they did not regard the imposition of a surrounding days requirement to an alternate holiday as significant enough to warrant mention in the settlement agreement. Rather, the settlement agreement treats the requirement as a given. It is impossible not to regard this as significant proof that the parties mutually understood that was how the County applied Sections 13.01, 13.02 and 13.03.

The case has been well-argued, and before closing it is necessary to address certain points raised by the Union but not addressed above. Section 26.02 does not apply to the evidence of practice posed here. That evidence is relevant to a determination of the clarity of the language of Sections 13.01, 13.02 and 13.03 and to an interpretation of the relationship of those sections. The practice is thus relevant only to the interpretation of existing agreement provisions. The "rules, past practices and amenities" referred to in Section 26.02 are items not stated in the labor agreement. This is underscored by the section's rejection of rules and practices developed under a non-contractual employe handbook, viewed with the section's acceptance of rules promulgated under a specific contract provision (Article II). The practices repealed by Section 26.02 are, then, practices without a basis in contract provisions.

Beyond this, the use of the Fry/Faber settlement agreement does not apply the terms of that agreement to this grievance. Paragraph 6 of the settlement agreement precludes use of the settlement "as a precedent for any future situation." The terms of that agreement are not relevant to this grievance. Rather, the settlement agreement plays a role in this case only as evidence of how the parties, in September of 1988, understood the County's application of the surrounding days requirement of Section 13.02 to alternate holidays selected under Section 13.03. This is not a point addressed in the settlement agreement. That the point was not addressed is the fact of significance to this case.

The Union has persuasively argued that the purpose of surrounding days requirements is better served by treating the actual holiday as the source of the requirement. The difficulty with the argument in this case is that neither party has, by its conduct, agreed with this policy. The policy has thus not been incorporated into their bargaining relationship. Grievance arbitration is a forum for contract interpretation, not for the imposition of arbitral views of appropriate scheduling policy. The policy point should not, in any event, be exaggerated. Discouraging the stretching of a holiday remains a relevant scheduling consideration whether or not the holiday is taken on the actual date

specified in Section 13.01.

In sum, Sections 13.01 and 13.02, standing alone, do not appear ambiguous. The relationship of those sections to Section 13.03 cannot, however, be considered unambiguous in light of the County's application of its interpretation to the Union's Chief Steward and the parties' negotiation of the Fry/Faber settlement agreement. The Union's interpretation of the language of the three sections standing alone is more persuasive than the County's. The County has, however, demonstrated a past practice. Because past practice evidence is rooted in the bargaining parties' conduct while the interpretation of the terms of the sections is rooted in my own view of the language, the past practice evidence must be preferred as the better guide to the parties' intent. The sections contemplate limited discretion in the granting of exceptions for eligibility for holiday pay. This makes the specific facts surrounding Peters' eligibility not controlling here. Whether the denial of the holiday is equitable or not, there has been no contract violation.

AWARD

The County did not violate Article XIII (Holidays) of the collective bargaining agreement by not paying holiday pay to Patty Peters for the holiday on January 1, 1993.

The grievance is, therefore, denied.

Dated at Madison, Wisconsin, this 31st day of January, 1994.

By Richard B. McLaughlin /s/
Richard B. McLaughlin, Arbitrator