

BEFORE THE ARBITRATOR

In the Matter of the Arbitration	:	
of a Dispute Between	:	
	:	
GENERAL TEAMSTERS UNION,	:	
LOCAL NO. 662	:	Case 11
	:	
and	:	No. 50681
	:	A-5194
	:	
EAU CLAIRE PRESS COMPANY	:	
	:	
	:	

Appearances:

Ms. Christel Jorgensen, Business Agent, General Teamsters Union, Local 662, 119 West Madison Street, P.O. Box 86, Eau Claire, Wisconsin 54702-0086, and
Mr. Daryl R. Lorberter, Production Director, the Eau Claire Press Company, P.O. Box 570, Eau Claire, Wisconsin, 54702, appearing on behalf of the Employer.

ARBITRATION AWARD

On March 11, 1994, General Teamsters Union, Local 662, hereafter Union, with the concurrence of Eau Claire Press Company, hereafter Employer, requested the Wisconsin Employment Relations Commission to appoint a staff member as impartial arbitrator to hear and decide the instant grievance. On April 20, 1994, the Commission appointed Coleen A. Burns as Arbitrator. Hearing was held in Eau Claire, Wisconsin on June 17, 1994. The hearing was not transcribed and the record was closed on July 18, 1994, upon receipt of written argument.

RELEVANT CONTRACT LANGUAGE

ARTICLE 26

WORK WEEK - OVERTIME

Section 1. The guaranteed work week for all employees shall be thirty-seven and one-half (37 1/2) hours per week accomplished in five (5) days, Monday through Saturday. The present work day scheduling shall continue unless there is a change in the production of the newspaper, at which time a change in the daily scheduling will be discussed by the Joint Committee one (1) week prior to putting such change in effect. All time worked in excess of the scheduled work day or the guaranteed work week, whichever is the greater, shall be paid for at the rate of time and one-half the straight time hourly rate. All time worked on Sunday and holidays shall be paid for at two (2) times the hourly rate except on carry-over shifts. All time worked in excess of regular scheduled shifts shall be paid at time and one-half for the first four (4) hours and double time for all time thereafter. With the permission of the Foreman, employees who have completed their work schedule shall be allowed to leave the premises prior to the end of their work shift with no reduction in their work shift pay.

* * *

Section 3. Compensatory time off in lieu of overtime hours may be granted, between pay periods, in accordance with the FLSA, if desired by the employee and approved by management.

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ARTICLE 28

HOLIDAYS

Section 1. The following shall be recognized as holidays for the purpose of this Agreement: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and the employee's birthday. Regular employees shall not be required to work on such holidays. All employees shall receive a full days pay, (7 1/2 hours) at their regular straight time rate for the above named holidays regardless of the day of the week on which the day occurs, subject to qualifications set forth hereafter. If an employee's birthday falls on another scheduled holiday, he shall receive double pay for such double holiday or he may receive another scheduled full day off with pay agreeable to the Employer.

Section 2. Regular employees called to work on any of the above-listed seven (7) holidays shall be paid two (2) times their regular rate in addition to the holiday pay referred to above.

Section 3. In the event a holiday falls within an employee's vacation period he shall be guaranteed an additional days pay or an additional day off with pay either before or after his vacation period. Employees on paid Sick Leave shall receive all paid holidays that occur during the period that the employee is receiving Sick Leave pay. Holidays occurring on Sunday to be celebrated and paid for on a Monday unless otherwise mutually agreed. When a holiday occurs on Saturday each employee shall receive a day off with pay on a day to be mutually agreed upon by the employee and the Employer.

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DISCUSSION

The parties have stipulated to the relevant facts. Employees who worked their regularly scheduled evening shifts on December 25, 1993 and January 1, 1994 were compensated at two times their hourly rate, or at the employe's option, received straight time for all hours worked and one day of compensatory time off. 1/ The Union, contrary to the Employer, argues that these employees are also contractually entitled to receive holiday pay.

Both parties agree that Saturday, December 25, 1993 and Saturday, January 1, 1994 are holidays under the terms of their labor contract. In denying that it has violated the collective bargaining agreement, the Employer relies upon the language of Article 26, Section 1, which states that "All time worked on Sunday and holidays shall be paid for at two (2) times the hourly rate except on carry-over shifts."

The shifts in dispute are not carry-over shifts. If there were no other

1/ Pursuant to Article 26, Section 1, employees were permitted to leave the premises prior to the end of the their work shift without reduction in their work shift pay.

applicable contract provision, the undersigned would agree that the Employer has met its contractual obligation by paying double time for all time worked on December 25, 1993 and January 1, 1994. There is, however, other contract language which is applicable to the instant dispute.

Article 28, Section 1, provides that regular employees are not required to work on holidays. Article 28, Section 2, provides that regular employees who are called to work on holidays, "shall be paid two (2) times their regular rate in addition to the holiday pay referred to above." The holiday pay "referred to above" is found in Article 28, Section 1, i.e., "a full days pay at the employe's regular straight time rate for the above named holidays regardless of the day of the week on which the day occurs, subject to the qualifications set forth hereafter." One of the qualifications "set forth hereafter" is found in Article 28, Section 3, and states that "When a holiday occurs on a Saturday each employee shall receive a day off with pay on a day to be mutually agreed upon by the employee and the Employer."

Upon review of the relevant contract provisions, it is evident that the language of Article 26 relied upon by the Employer provides a premium pay for working on a holiday, i.e., twice the hourly rate for all time worked. It is further evident that the holiday benefit is governed by another contract provision, i.e., Article 28.

In the present case, regular employees were scheduled and, thus, "called" to work on contractual holidays. The language of Article 28 provides that these employees are to receive a holiday benefit in addition to the premium pay provided for in Article 26. Since each of the holidays in dispute fell on a Saturday, under the terms of Article 28, Section 3, the holiday benefit mandated by the contract is a day off with pay on a day to be mutually agreed upon by the employee and the Employer for each Saturday holiday worked by the employee.

AWARD

1. Employees who worked their regular evening shift on the holidays of Saturday, December 25, 1993 and Saturday, January 1, 1994, are contractually entitled to receive the holiday benefit set forth in Article 28 in addition to the Article 26 premium pay of twice their hourly rate of pay for all hours worked.

2. The Article 28 holiday benefit due the employees who worked their regular evening shift on the holidays of Saturday, December 25, 1993 and Saturday, January 1, 1994 is a day off with pay on a day to be mutually agreed upon by the employee and the Employer for each Saturday holiday worked by the employee.

3. The undersigned will retain jurisdiction for a period of forty-five days from the date of this award to resolve any disputes concerning the application of this Award.

Dated at Madison, Wisconsin, this 30th day of August, 1994.

By Coleen A. Burns /s/
Coleen A. Burns, Arbitrator