BEFORE THE ARBITRATOR

In the Matter of the Arbitration
of a Dispute Between

AFSCME COUNCIL 40, LOCAL 2494,
AFL-CIO

and

WAUKESHA COUNTY

Case 135
No. 52474
MA-8987

Appearances:

Mr. Michael J. Wilson, Representative at Large, Wisconsin Council 40, AFSCME, AFL-CIO, 8033 Excelsior Drive, Suite "B", Madison, Wisconsin 53717-1903, appeared on behalf of the Union.

Mr. Marshall R. Berkoff, Attorney at Law, Michael, Best & Friedrich, 100 East Wisconsin Avenue, Milwaukee, Wisconsin 53202-4108, appeared on behalf of the County.

ARBITRATION AWARD

On April 5, 1995, the Wisconsin Employment Relations Commission received a request from AFSCME Council 40, AFL-CIO to provide an arbitrator to chair a tripartite arbitration panel. Following concurrence from the Employer, Waukesha County, the Commission, on July 25, 1995, appointed William C. Houlihan, a member of its staff, to chair the panel, whose members include Laurence Rodenstein, union-designated arbitrator, and Suzanne Zastrow, county-designated arbitrator. An evidentiary hearing was conducted on August 10, 1995, in Waukesha, Wisconsin. A transcript of the proceedings was made, and distributed by August 23, 1995. Briefs were submitted and exchanged by September 25, 1995. The Arbitrators met and discussed disposition of this matter on June 20, 1996.

This arbitration concerns the right of the County to adjust the work hours of certain Courthouse employes.

BACKGROUND AND FACTS

In 1994, as part of an ongoing planning process, Waukesha County examined its delivery of certain services. One aspect of the internal assessment focused on the expansion of hours that certain services, offered through the Courthouse, would be made available to the public. It was determined to initiate a pilot program which would expand the hours in which certain Courthouse offices were open. The Courthouse had traditionally been open from 8 a.m. to 4:30 p.m., Monday through Friday. Employees work schedules coincided with these hours. The Employer

periodically changed the days of the week and/or hours of the day in ways which are set forth below. This pilot initiative proposed to open the Courthouse at 7 a.m. and keep it open until 6 p.m. on Wednesdays. Accordingly, certain schedules were modified to begin at 7 a.m. and run to 3:30 p.m. or to commence at 9:30 a.m. and run until 6 p.m. The expanded hours initiative was considered a pilot program in that it would be implemented for a period of approximately one year, and thereafter its effectiveness would be evaluated.

The hours of the great majority of Courthouse employes were unaffected by this initiative. However, the hours of 72 bargaining unit members and 56 non-represented employes were altered. A number of departments were involved, and employes were selected for alternative work schedules on a departmental basis. 1/

The County made known its intention to modify the Wednesday work schedule well in advance of actual implementation. A number of concerns were raised by both the Union and individual employes. The County attempted to address employe concerns. Some of those concerns were successfully addressed, and others were not.

During the time period in which expanded hours were under consideration, and ultimately were implemented, the County and the Union were engaged in negotiations for a successor collective bargaining agreement. The parties had face-to-face bargaining sessions in November and December, 1993. At least by the December 6, 1993, bargaining session the County had advised the Union that there existed a plan to extend hours one day a week from 7:00 a.m. to 6:00 p.m. and that departments would be providing services outside the customary work day. The parties had another face-to-face bargaining session on January 25, 1994, and three subsequent mediation sessions which occurred on March 10, April 12, and May 24, 1994.

During the course of these negotiations, the subject of the hours of change came up for discussion. It was the position of the County that it possessed the existing contractual right to make the anticipated modifications. The County regarded its notice to the Union and to the employes affected to be a matter of courtesy and as appropriate to having workplace concerns raised and addressed. Specifically, the County reiterated its belief that it possessed the right, without negotiation with the Union, to implement the modified hours. Simultaneously, in negotiations the County proposed the elimination of Article 11.03(B) (set forth below) from the collective bargaining agreement. Its position in negotiations was that the Article was antiquated and without meaning. The Union resisted removing the Article from the contract and ultimately

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1/ Extended hours were implemented in the following departments: Human Resources, Clerk of Courts (including criminal/traffic, family court/collection, civil/small claims), Veterans' Services, County Clerk, Treasurer, Aging, County Executive, Transportation, Register of Deeds, Park and Planning, Environmental Resources (land conservation), and Probate Court. The selection process varied by department. In some departments, the expanded staffing was accomplished with volunteers, and in others rotational systems or other systems were implemented.

the Employer withdrew its proposal to so amend the Agreement.

The Union and County representatives met on August 2, 1994, to discuss the imminent change in the Wednesday scheduling of hours in the Courthouse. A number of matters were raised and discussed. Ultimately, the meeting ended with the County indicating its intent to go forward and make the scheduling changes, and the Union raising contractual objections to the County's right to do so. A grievance was filed later that same day. The next day, August 3, 1994, the County implemented the hours of work change. The parties ultimately settled the terms of their collective bargaining agreement on December 16, 1994.

The collective bargaining provisions relied upon by the parties, all of which are set forth below in their entirety, have existed in their current form in the parties' labor agreements at least since 1973. Between 1973 and the initiation of this grievance, numerous changes in employe hours, and days of work, have been initiated by the County. In 1973, Courthouse employes worked a schedule beginning at 8 in the morning, ending at 5 in the afternoon with a 1-hour unpaid lunch. The County Board determined to make various services available to the public over the lunch hour, and thereafter modified employes' hours to begin at 8 a.m., end at 4:30 p.m., and provide for a 1/2 hour lunch. Offices remained open during the noon hour. That change affected numerous employes, including the Courthouse employes covered by this collective bargaining agreement.

In 1981, the hours of clerical employes in the Sheriff's Department were altered from Monday-Friday, eight hours per day, to 4 10-hour days per week. Negotiations between the parties was initiated for the sole purpose of executing a waiver for overtime pay for hours in excess of 8 in a day.

In 1986, certain employes in the Clerk of Court/Criminal Division had their hours changed from 8 a.m. to 4:30 p.m. to 7 a.m. to 3:30 p.m. The change was initiated by the County for the purpose of allowing those employes to start work early and sort and distribute mail by the time the balance of the workforce arrived at work. In 1991, there was a second change involving the hours of those Criminal Division clerical employes to start their work day at 7:30 a.m. instead of 7:00 a.m. and to conclude their work shift at 4:00 p.m.

In the late 1980's, there were a number of changes brought about in hours of work of Courthouse clerical employes assigned to the Sheriff's Department. Certain employes were assigned to Sunday through Thursday work weeks, others were assigned Tuesday through Saturday work weeks. Starting times were also adjusted. Instead of starting at 8 a.m. some employes began work at 6 a.m. and others started at 11:00 a.m. These changes in the work day and work week were initiated to expand the number of hours employes involved in the transcription of reports for detectives were available to work.

In 1988 the County modified the hours of work for the employes employed at the County

museum from Monday through Friday to Tuesday through Saturday. The hours of work remained 8 a.m. to 4:30 p.m. The County advised the Union of the changes made. AFSCME staff representative Richard Abelson advised the County that in his opinion the County lacked the right to make this change and did not have the right to modify the hours of employes at the museum. Abelson pointed to Section 11.03(B) of the collective bargaining agreement. The County made the change unilaterally notwithstanding Abelson's objection. No grievance was filed.

In 1988 the County also changed the days of work for clerical employes with reception responsibilities from Monday through Friday to Sunday through Thursday. This was done to more evenly distribute weekend work. The hours of the day remained 8 a.m. to 4:30 p.m.

In 1988, clerical employes in the Human Services Department, Mental Health Center, had their hours changed from Monday through Friday 8 a.m. to 4:30 p.m. to Monday through Thursday 10:30 a.m. to 7:30 p.m., and Friday from 8 a.m. to 4:30 p.m. Individual employes' hours were scheduled to fit within those parameters. The Department subsequently modified the hours of operation again in 1991. From that point forward, all new clients were scheduled on one day of the week instead of 4 days a week and so the work schedule was modified so that extended hours occurred only on Tuesdays rather than other days of the week.

In 1989, the Sheriff's Department changed the hours for a clerical employe assigned to the jail area. The individual had her schedule modified from Monday through Friday to Wednesday through Sunday in order to cover weekend hours. Then-union president Delores Bentz filed a grievance challenging the County's unilateral change of the workday and workweek. The grievance relies upon Articles XI and XII of the collective bargaining agreement. The County denied the grievance and refused to alter the revised work schedule. The grievance was not pursued.

Sometime in 1992 or 1993, certain clerical employes in the Register of Deeds office had their hours changed. One employe had her schedule adjusted to begin at 1:30 p.m. and work until 10:00 p.m. Other employes began work at 6:00 a.m. or 7:00 a.m. One employe continued to work from 8:00 a.m. to 4:30 p.m. During that same time period, an employe in the Real Estate Division of the Register of Deeds office had her schedule changed from 8:00 a.m. to 4:30 p.m. to 7:00 a.m. to 3:30 p.m. in order to get an early start.

It is the testimony of James Richter, Labor Relations Manager for the County, that all of these changes were made on a unilateral basis. Richter testified, without contradiction, that the County had never bargained any of the foregoing decisions with the Union.

ISSUE

The parties were unable to stipulate an issue. The Union believes the issue to be:

> Does the Employer violate Section 11.03(B) of the collective bargaining agreement on Wednesdays, on and after August 3, 1994, by the change in hours of certain Courthouse employes from 8:00 a.m. - 4:30 p.m., to 7:00 a.m. - 3:30 p.m. or 9:30 a.m. - 6:00 p.m.? If so, what is the appropriate remedy?

The County views the issue as:

> Did the County violate the labor agreement by modifying the schedule of hours for certain Courthouse clerical employes on or about August 3, 1994? If so, what remedy, if any, is appropriate?

These statements differ only on how they focus on the provisions of the collective bargaining agreement. Those differences are reflected in the arguments set forth by the respective parties, and are addressed in the Award below.

RELEVANT PROVISIONS OF THE COLLECTIVE BARGAINING AGREEMENT

ARTICLE I

MANAGEMENT RIGHTS RESERVED

1.01 Except as otherwise specifically provided herein, the Management of the County of Waukesha and the direction of the work force, including but not limited to the right. . .to determine schedules of work. . .

. . .

ARTICLE VI

GRIEVANCE PROCEDURE

. . .

Step four (4) If a satisfactory settlement is not reached as outlined in Step three (3), the grievance may be submitted to arbitration within twenty (20) work days; one (1) arbitrator to be chosen by the County, one (1) by the Union, and a third to be chosen by the first two and he shall be the Chairman of the Board. (If the two cannot agree on the selection of the third member,

the parties shall request a panel of names from the Wisconsin Employment Relations Commission and shall alternatively strike a name from such panel until the name of one person remains who shall serve as Board Chairman.) The Board of Arbitration shall after hearing by a majority vote, make a decision on the grievance, which shall be final and binding on both parties. Only questions concerning the application or interpretation of this contract are subject to arbitration.

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ARTICLE XI

WORKWEEK/WORKDAY

11.01 The normal workweek shall consist of forty (40) hours, and time worked in excess of this amount shall be compensated at one and one-half (1-1/2) times the normal rate of pay. Five (5) consecutive eight (8) hour days shall constitute a workweek. Eight (8) consecutive hours shall constitute a workday.

11.02 See the Appendix for each local unit for hours of work schedule.

11.03 Hours. A schedule of hours for each employee will be prepared by the appropriate department head. This schedule shall be the matter of record. This schedule may be modified or adjusted at the discretion of the department head to meet the needs of the department. All time paid for shall be counted as hours worked.

A. Courthouse maintenance employees will be scheduled to work alternate weekends.

B. Courthouse clerical -- the present schedule of hours will be maintained for the life of this Agreement.

. . .

ARTICLE XII

PREMIUM PAY

12.01 Overtime Regular full-time employees shall be compensated at the rate of one and one-half (1-1/2) times their regular rate of pay for all hours worked in excess of forty (40) hours per week, and over eight (8) hours in a workday or on a Saturday or Sunday. Daily overtime will not be earned or credited when it is worked by professional employees in the Community Human Services Department.
Overtime on Saturday or Sunday will not be earned or credited when Saturday or Sunday is a regularly scheduled workday, or when the employee is working a Saturday or Sunday because of a duty trade or rotation.

. . .

12.03 Call-In Time Employees who shall be called to work at other than the regularly scheduled starting time shall be entitled to at least two (2) hours pay at time and one-half (1-1/2). This provision shall not apply to an employee who starts work early and continues into regularly scheduled hours or who continued past regularly scheduled hours.

. . .

APPENDIX TO MASTER AGREEMENT BY AND BETWEEN THE COUNTY OF WAUKESHA AND WISCONSIN COUNCIL NO. 40 COUNTY AND MUNICIPAL EMPLOYEES AND LOCAL UNION NO. 2494

. . .

C. Courthouse Clerical, and Courthouse Maintenance and Custodial Workers

1. A schedule of hours of work for each employee shall be prepared by the department head who may also modify or adjust an employee's hours of work to meet the needs of the department.

POSITIONS OF THE PARTIES

The parties submitted lengthy post-hearing briefs which are briefly summarized as follows:

It is the position of the Union that Section 11.03(B) is a clear and unambiguous contract provision which the Arbitration Board is duty-bound to enforce. Each time the parties renegotiated their contract they mutually renewed their promise to "Courthouse clerical -- the present schedule of hours will be maintained for the life of the Agreement". Specific provisions such as 11.03(B) govern over more general provisions such as the general directive contained within the Management Rights clause applicable to scheduling. Management's rights to determine clerical schedules has been expressly restricted by Section 11.03(B).

The Union acknowledges that the contract twice provides that "A schedule of hours of work for each employee shall be prepared by the department head who may also modify or adjust an employee's hours of work to meet the needs of the department." The Union reconciles that provision with 11.03(B) by noting that the contract does not delineate a specific time of day for Courthouse clerical employe lunch periods. Employe lunch periods and rest periods are subject to determination by the department head. Given the service needs of the Courthouse, it is not practical to have everyone take breaks at the same time. The department head enjoys an allowance to stagger employe breaks.

The 12 changes in the schedules of various Courthouse clerical employes from 1973 to the present are, at best, mutual practices which have become the "present schedule of hours to be maintained through the life of the agreement." Past practices cannot normally invalidate clear contract language. There is no agreement between these parties to simply void Section 11.03(B). The Union has never conceded that the employer has *carte blanche* to determine clerical employe schedules.

The fact that the management changed the schedule in certain instances in the past both with and without grievances is not evidence of a binding waiver of 11.03(B) or acquiescence to the Employer's interpretation that 11.03(B) is meaningless. Dropped grievances are generally held to be a settlement of that particular grievance and are not precedent for grievances of a like nature which may arise in the future. The fact that other changes were endorsed or tolerated in the relationship does not mean that the employes forfeited the right to grieve and arbitrate any and all claims under 11.03(B) in the future when such changes became onerous to them.

The Union notes that the Employer attempted to delete Section 11.03(B) from the collective bargaining agreement simultaneous with its unilateral change in hours. That proposal was subsequently withdrawn by the County, and, in the eyes of the Union, is a persuasive factor of interpretation with respect to who has rights in the hours of work area. The Union successfully refused to delete 11.03(B). The Union contends that the Employer now seeks to have this

Arbitration Board delete 11.03 after it failed to do so in negotiations.

The Union contends that the employes should not be penalized for their previous cooperation in revising schedules in order to provide greater service to the public. Mutual practices which have evolved should be maintained. There is no standard for this Arbitration Board to apply that requires employes to rigidly enforce a contract and arbitrate each and every situation that may arise regardless of the circumstances to avoid the potential loss of material contract provisions.

The Union contends that its construction of this contract is the only construction that gives meaning to all provisions of the Agreement. The County's interpretation renders Section 11.03(B) utterly meaningless. The Union cites authority to the effect that contracts should be construed to give meaning to all provisions.

The Union contends that the management's rights clause is clearly subject to other provisions of the Agreement, including 11.03(B). The Union notes that 11.03(B) is more specific than either the managements rights clause or the hours clause which it modifies. The Union urges a construction which would give more effect to this clause as specific.

The Union believes that the plain meaning of Section 11.03(B) has survived notwithstanding the numerous deviations which have occurred in Courthouse scheduling since 1973. The Union argues that clear and unambiguous language cannot be modified by contrary practices. The Union contends that certain of the deviations including the change in 1973 from a 1 hour to a 1/2 hour lunch period was no doubt viewed as an improvement to the work schedule. The Union cites arbitral authority to the effect that a party's failure to file grievances or protest past violations of a clear contract rule does not bar that party, after notice to the violator, from insisting upon compliance with the clear contract requirement in future cases. The Union does not view the Bentz grievance as a binding precedent. The Bentz grievance was merely dropped. Under the terms of this collective bargaining agreement, grievances not appealed from Step 1 to Step 2 are simply dropped. There is no provision that operates to create a binding precedent from a dropped grievance.

It is the position of the County that the contract language does not prohibit the County departments from modifying schedules of work. Rather, the County contends the labor agreement expressly permits such modifications. The County contends that the Union's claim that 11.03(B) of the contract prohibits the County from adjusting schedules of work during the "life of this Agreement." is not supported by the contract or the arbitration record. This reference is alleged to be an antiquated reference to those hours existing prior to the negotiation of the parties' initial contract. In the view of the County, the contract itself and the facts surrounding it demonstrate that 11.03(B) is not a clause with any current application or meaning.

The County points to Article 1.01 (Management Rights Reserved) and notes that the clause

does not subject the exercise of its right to determine schedules of work to any other specific provision of the Agreement.

Article 11.02 specifies it is the contract Appendix which provides the hours of work schedule "for each local unit" and the Courthouse clerical unit, unlike most other units which do fix hours of work, clearly states in the Courthouse Appendix: "A schedule of hours of work for each employee shall be prepared by the department head who may also modify or adjust an employee's hours of work to meet the needs of the department." This enabling language is also specifically found in the body of Article 11.03.

In the Employer's view, 11.03(B) is archaic language intended only to apply to the initial contract between the parties, in 1969. The Employer points to the adjective "this" indicating that it refers to that first agreement to which this particular clause was appended and to no other. Had the parties intended 11.03(B) to apply to future successor contracts as well, they would probably have used the word "the", i.e., "the present schedule will be maintained for the life of the Agreement." Only this reading of the contract explains the several other enabling contract clauses which make so evidently clear the schedules of work for Courthouse clerical employes may be modified during the life of the Agreement. The County points to the numerous changes in both hours of work and days of work which have occurred since 1973. The County contends that these changes were widespread geographically and affected over the years literally every bargaining unit employe. The schedules involved hours of the day as well as days of the week, and were, in many cases, for the same reasons as the current change -- to provide improved services to the taxpaying public.

The Union was aware of these changes. In 1981 the Union executed a waiver of overtime to permit the 10 hour day. In 1988 the Union's business agent, Mr. Abelson, threatened to file a grievance, citing 11.03(B) of the contract, over the change of hours at the County museum. In 1989, the local union president did file a grievance over the change of hours for an employe working in the jail. That grievance was subsequently dropped. The Employer cites authority for the proposition that arbitrators have held that continued failure of one party to object to the other party's interpretation can be held to constitute acceptance of such interpretation, so in effect, to make it mutual.

The County contends that there is no merit to the Union's contention that by the County's proposing to eliminate 11.03(B) and subsequently dropping its proposal it somehow gave up the right to modify department schedules for Courthouse clerical employes. All testimony was to the effect that the County made clear its position that the language was archaic, the change was housekeeping, and the issue not worth holding up an agreement since the County possessed the unilateral right to modify hours in the departments pursuant to the then-existing contract. The Union understood the County was not proposing to bargain over the hours to secure a right not previously possessed.

The County contends that it does not violate the contract by its modification of hours in several of its departments. It is clear beyond doubt that the County departments have consistently modified the hours of work schedules over the past 22 years without Union agreement. The County put the Union on notice of pending changes months before they became effective. Collective bargaining was ongoing during that time period. The Union failed to propose language which would operate to stop the Employer from bringing about the changes. The Union's inaction in light of the notice and opportunity to bargain which should be constituted as a waiver of its right to bargain under applicable WERC case law.

DISCUSSION

Each side to this dispute points to contract language which each allege clearly and unambiguously supports its respective position. The parties point to different provisions. The Employer points to Article 11.03, whose main body, which is identical to the language contained in the Courthouse clerical appendix to the agreement, enables department heads to modify schedules of hours to meet the needs of the Department. The Union points to 11.03(B) and contends that that language obligates the Employer to maintain present schedules of hours. If either of these articles were to be interpreted in the absence of the other, this case is easily decided. However, such is not the case. Each clause must be construed in the context of the entire agreement and each must be construed giving due consideration to the other.

These facially competing clauses have co-existed for years. The Union contends that Section 11.03(B) is a more specific treatment of the subject matter than is any other provision. It is certainly true that 11.03(B) is a more specific treatment of hours of work than are the general management's rights clause provisions. I would also agree that 11.03(B) is a more refined treatment of the hours of work of Courthouse employes than is the more broadly-worded provision in the main body of 11.03. However, I do not agree that 11.03(B) is a more specific treatment of the hours of work of Courthouse employes than is the Courthouse portion of the Appendix to the master agreement. That provision addresses hours of work of the Courthouse, and specifically grants department heads the authority claimed by the County, with no countervailing provision paralleling 11.03(B).

The Union contends that the seemingly conflicting provisions can be reconciled. In the Union's view, the labor agreement does not regulate the lunch break and the coffee break permitted by contract. The Union contends that the Employer retains flexibility over the timing of those breaks within the work day. The Employer is obligated to maintain the work day under the provisions of 11.03(B). While that is a plausible reconciliation of the two clauses, nothing in the record suggests it to be appropriate. Article 11.03 vests in the department head the ability to modify "schedule of hours for each employee. . ." The schedule of hours referred to in 11.03(B) appears to be identical to that set forth in the body of the paragraph which subparagraph (B) modifies. The Union's argument requires me to conclude that identical terms used within the same paragraph have different meanings; that is, the reference to schedule of hours in the main

body of 11.03 is a reference to breaks, while the reference to schedule of hours found in (B), a paragraph which modifies the main body of paragraph 11.03, is a reference to the scope of the workday. This would be an unusual construction of these words and is not supported by the lengthy history of changes submitted into the record.

I believe the clause(s) are ambiguous. Each clause is clear on its face. Read together, they appear incompatible. In the face of this ambiguity, I think it is appropriate to turn to interpretive measures such as the practice of the parties and bargaining history. The Employer introduced a dozen changes in hours and/or days occurring over a period of 20 years, which impacted a great number of the employes in the bargaining unit. The 1973 change in Courthouse hours appears to have impacted a large portion of the bargaining unit. The record indicates this was a unilateral change. Other changes appear to have impacted fewer employes, but the litany of changes continued over a long period of time and appeared to have touched on many of the departments covered by this agreement.

The changes were known to the employes in the bargaining unit. The effect of a change in the work day, or work week is to impact upon the hours actually worked by an employe. Impacted employes had direct and actual knowledge of the change in their circumstances.

The Union contends that Abelson's failure to pursue a grievance in 1988 and Bentz failing to pursue a grievance in 1989 ought not be construed as acquiescence or agreement with the Employer. This argument would be more persuasive if these actions stood alone. However, they do not stand alone, they exist in a sea of other indications of acquiescence. By 1988, the County had changed hours of work on at least five occasions, spanning a period of 15 years. While there is no indication that Abelson or the Union was on actual notice of these changes, numerous bargaining unit employes had been subject to changes between 1973 and 1988.

In summary, I believe that the Employer unilaterally altered hours over a 20-year period on a number of occasions in ways that were obvious and apparent to a great number of bargaining unit employes. I believe these changes constitute an interpretive practice as to how these parties construe the words of this agreement.

The Employer proposed to delete Article 11.03(B). The union objected, and the Employer dropped its proposal. The Employer characterized its proposal as a housekeeping matter, and referred to the Article as antiquated. I believe the Employer understood that by renewing 11.03(B) in contract after contract, it was committing contractually to the present schedule of hours as they existed at the point of the renewal of the clause. I believe the Employer's proposal to delete 11.03 was calculated to eliminate the ambiguity that this case points out existed in this agreement. 11.03(B) conflicted, on its face, with the latitude granted the Employer in the paragraph above. Having said that, I am not prepared to construe the Employer's bargaining posture in a way that elevates the significance of 11.03(B) beyond that which it held in late 1994-early 1995.

The Union contends that the County's interpretation renders 11.03(B) meaningless. This is a very good argument and one which is difficult to address. The Union's construction of 11.03(B) essentially renders 11.03 and the Courthouse Appendix language equally meaningless. It is a primary rule of contract construction that a clause or provision not be given a meaning which operates to render another provision meaningless. It seems to me that these two clauses are irreconcilable. That being the case, this Award will inevitably render one of them with very little, if any, meaning. Given this dilemma, I believe the long-standing interpretive practice must govern the result. It is by far the best evidence of how these parties have interpreted the words they have chosen for the agreement.

AWARD

The grievance is denied.

Dated at Madison, Wisconsin, this 25th day of June, 1996.

By William C. Houlihan /s/
William C. Houlihan, Arbitrator

Suzanne Zastrow /s/ I concur.

Laurence Rodenstein /s/ I dissent.

Suzanne Zastrow, Employment Services Manager, Waukesha County

Laurence Rodenstein, Staff Representative, Wisconsin Council 40, AFSCME