BEFORE THE ARBITRATOR

In the Matter of the Arbitration of a Dispute Between

TEAMSTERS GENERAL UNION, LOCAL 662

and

RALSTON PURINA COMPANY

Case 14
No. 60492
A-5978

(Bruce Peterson Grievance)

Appearances:

Ms. Jill Hartley, Attorney, Previant, Goldberg, Uelmen, Gratz, Miller & Brueggeman, appearing on behalf of the Union.

Mr. Ryan McGraw, Labor and Employment Counsel, Ralston Purina Company, appearing on behalf of the Company.

ARBITRATION AWARD

The above-captioned parties, hereinafter the Union and Company respectively, are parties to a collective bargaining agreement which provides for final and binding arbitration of grievances. Pursuant to a request for arbitration, the Wisconsin Employment Relations Commission appointed the undersigned to decide a grievance. A hearing, which was transcribed, was held on July 9, 2002, in Red Wing, Minnesota. Afterwards, the parties filed briefs, whereupon the record was closed on August 28, 2002. Based on the entire record, the undersigned issues the following Award.

ISSUE

The parties stipulated to the following issue:

Did the Company violate Sec. 17.02 when it refused to pay the grievant double time for his call in on August 12, 2001? If so, what is the appropriate remedy?

PERTINENT CONTRACT PROVISIONS

The parties' 2001-2003 collective bargaining agreement contains the following pertinent provisions:

ARTICLE 16

Hours and Workweek

. . .

16.02 The normal workweek shall consist of five (5) days. This is not a guarantee nor does it prohibit overtime. The payroll week shall start at the beginning of the first shift on Monday and end the same time the following Monday.

. . .

16.05 All work performed in excess of eight (8) straight time hours in any one workday or in excess of forty (40) straight time hours in any one workweek will be paid at time and one-half (1½). All work performed in excess of eight (8) consecutive straight time hours shall be paid at the rate of time and one-half (1½).

16.06 a. Time and one-half (1½) shall be paid for all work performed on the sixth (6) consecutive day worked of the payroll week and double (2) time shall be paid for all work performed on the seventh (7) consecutive day worked of the payroll week.

. . .

ARTICLE 17

Paid For Time – Reporting Pay and Recall

17.02 Any employee who, having completed the employee's normal day's work and having punched out at the end of the employee's shift, is called back to do emergency work prior to the starting time of the employee's next regular shift shall be paid one and one-half (1½) times regular hourly rate for all hours worked with a minimum guarantee of four (4) hours pay at the employee's straight time rate for each recall. If such recall is made on the seventh (7^{th}) day of the workweek, all such time shall be paid for at double the straight time rate. Such hours are to be in addition to the workweek.

BACKGROUND

The Company operates a plant in Hager City, Wisconsin. The Union is the exclusive collective bargaining representative for the production and maintenance employees at that plant. The grievant in this case, Bruce Peterson, is a member of that bargaining unit.

. . .

The following bargaining history is pertinent to this case. The language contained in Sec. 17.02 has not changed at all since 1975. Thus, that language has been the same for the last 27 years. The Union has not tried to change the interpretation or wording of Sec. 17.02 in the last three rounds of contract negotiations. In the last two rounds of contract negotiations though, the Union tried unsuccessfully to get double time pay for all time worked on a Sunday. Both times, the Union proposed modifying Sec. 16.06 to accomplish same. Both times, the Union ultimately dropped the proposal.

. . .

The record indicates that since 1996, there have been about 90 instances where employees were called in to work on Sundays. Some of these instances involved the grievant herein, Bruce Peterson. In all but four instances, the employees were paid at the rate of straight time or time and one-half for their call in. They were not paid double time for their Sunday call in work unless they had worked the previous six consecutive days in the workweek (so that Sunday was the seventh consecutive day of work), or they had worked a scheduled shift on Sunday and been called back into work after they punched out. Said another way, if they had worked six consecutive days, with Sunday being the seventh consecutive day, or if

they had worked a scheduled shift on Sunday and been called back into work after they punched out, then they were paid double time for their Sunday call in work. Insofar as the record shows, prior to the instant case, none of the aforementioned instances where employees were paid at the rate of straight time or time and one-half for their Sunday call in work were grieved. Union Business Agent Dan Alexander, who started servicing this bargaining unit in November, 2000, testified he was unaware of how the Company was paying employees under Sec. 17.02.

FACTS

Peterson is a maintenance mechanic. His normal work schedule is Monday through Friday, 5 a.m. to 1:30 p.m. Saturdays and Sundays are not regularly scheduled work days for him. If he does work on those days, it's an emergency situation.

Peterson worked Monday, August 6 through Friday, August 10, 2001. (All dates hereinafter refer to 2001). Consistent with his normal work schedule, he was not scheduled to work on Saturday, August 11 or Sunday, August 12. He did not work on Saturday, August 11. He did work though on Sunday, August 12. The specifics of that work are as follows.

Early on Sunday, August 12, Peterson was called into work by his supervisor to do some emergency work. A contractor working on the building had cut some lines supplying power to the office and plant, and a maintenance mechanic was needed to restart the utilities. Peterson complied with this directive, came into work and worked for about three hours. Those were the only hours he worked on that date.

Afterwards, Peterson was paid at the rate of time and a half for his three hours of work on Sunday, August 12. He maintained that rate was incorrect and that he should have instead been paid at the rate of double time.

Peterson subsequently grieved the Company's failure to pay him double time for his work on Sunday, August 12. The Company denied the grievance. The grievance was then processed through the contractual grievance procedure and was ultimately appealed to arbitration.

POSITIONS OF THE PARTIES

Union

The Union contends that the Company violated the collective bargaining agreement when it failed to pay the grievant, Bruce Peterson, double time for his three hours of work on

Sunday, August 12. According to the Union, Peterson's work on that day fell within the provisions of Section 17.02 of the parties' agreement. It elaborates on this contention as follows.

Building on the premise that this particular case is governed by Sec. 17.02 of the collective bargaining agreement, the Union contends that the language of that section is clear and unambiguous and entitles Peterson to be paid at double time for his work on Sunday, August 12 because that work fell on the seventh day of the workweek. The Union argues that the Company misreads Sec. 17.02 to apply only if the employee is recalled on the same day he or she has completed a scheduled shift. According to the Union, the language does not sustain that interpretation. It avers that Sec. 17.02 contains no language stating that the recall pay applies only if the employee is called back on the same day after he or she has finished a normally scheduled shift. Thus, the Union reads Sec. 17.02 to apply any time an employee has punched out and is called back before the start of his or her next regular shift, regardless of when that next shift begins. As the Union sees it, there are no exceptions made for circumstances such as this where there has been an intervening day between the end of the employee's shift and the emergency recall.

Next, the Union argues that the Company's interpretation requires the arbitrator to read language into the agreement which does not exist. It cites the accepted arbitral notion that an arbitrator is to enforce clear language as written and not modify it. The Union notes that there are some collective bargaining agreements which use both the terms recall and call in to cover separate and distinct sets of circumstances. It submits that here, though, the parties have not chosen to use such terminology and define what a call in covers, nor have they chosen to limit the definition of a recall to only those times when an employee is called back after the end of a shift but before the next consecutive day's shift. According to the Union, traditional definitions of recalls and call ins in labor relations are irrelevant when the parties have negotiated specific language defining those terms as they have here. Building on the foregoing, the Union maintains that Sec. 17.02 therefore applies to all situations where an employee is asked to return to work regardless of when his last shift ended and his next shift begins.

The Union contends that under the Company's interpretation, an employee who, like Peterson, is recalled to work after an intervening day off, is not entitled to any minimum guarantee and potentially may not even receive overtime pay for the work. While Peterson received pay at time and one half because he had already exceeded 40 straight time hours during the week, if that had not happened (i.e. if Peterson had not yet exceeded 40 hours for the week), under the Company's interpretation, he would have been paid at straight time for his work that Sunday since it was neither a recall nor was it his sixth or seventh consecutive day worked.

Next, the Union cites the arbitral principle that where one interpretation of a contract provision would lead to an unreasonable result, while an alternative interpretation, equally consistent, would lead to a reasonable result, the latter interpretation should be given effect. According to the Union, its interpretation gives full meaning and effect to all of Sec. 17.02 as well as Sec. 16.06(a), while the Company's interpretation does not.

The Union disputes the Company's claim that this grievance is an attempt by the Union to gain through arbitration what it did not negotiate during bargaining. According to the Union, the Union's bargaining proposals which sought double time for all work performed on Sunday are unrelated to the issue herein because the Union did not propose any changes to Sec. 17.02; rather, the Union proposed additions to Sec. 16.06. The Union asserts that by proposing changes to Sec. 16.06, it had no intention of changing the way Sec. 17.02 operated for recall work. Thus, in the Union's view, there is no merit to the Company's argument that the grievance must be denied on the basis of the Union's bargaining proposals.

With regard to the Company's past practice argument, the Union contends that there is no binding past practice here of paying double time for a Sunday call in only if the employee worked six consecutive days prior to Sunday. While the Union does not dispute that the Company's payroll records demonstrate that the Company has not been paying employees double time for Sunday recalls for many years, it does dispute whether this constitutes a binding past practice. The Union asserts that in order for this to be a binding past practice, the Company needed to establish all of the traditional elements of a past practice. The Union avers that the Company failed to prove that the Union had knowledge of the Company's payment to employees in the past under similar circumstances. To support that assertion, the Union relies on the testimony of Business Agent Dan Alexander who testified that he was unaware of how the Company was paying employees under Sec. 17.02. The Union also relies on the testimony of both Company and Union witnesses that they never discussed the Company's interpretation of Sec. 17.02 and its application to Sunday recalls. Building on the foregoing, the Union claims that there is no binding past practice governing double time payment in this situation.

The Union also argues that regardless of the way in which the Company has paid employees under these circumstances in the past, those prior payments cannot change the clear intent of Sec. 17.02. In support thereof, it cites the generally accepted arbitral principle that a practice cannot modify or change clear contract language. The Union contends that just because the Company has been paying Sunday recalled employees incorrectly without the Union's knowledge for years does not change what Sec. 17.02 says.

The Union therefore asks that the arbitrator sustain the grievance and order that the Company pay the grievant the additional amount he is owed.

Company

The Company contends it did not violate the collective bargaining agreement when it denied the grievant double time for the three hours he worked on Sunday, August 12. It elaborates on this contention as follows.

First, the Company addresses the question of which contract provision applies here. The Company avers that the contract provision applicable here is Sec. 16.05. Building on that premise, the Company notes that that section specifies that time and one-half is to be paid for all work performed in excess of 40 straight time hours in any one workweek. The Company submits that the grievant's overtime work on the day in question falls into that category, so it properly paid him at the rate of time and one-half.

The Company maintains that the Union's reliance on Sec. 17.02 is misplaced because that section does not apply here. In support of that notion, it avers that Sec. 17.02 is intended to provide extra pay to employees who are called back to work after completing their normal day's work and punching out. If such recall occurred on the seventh day of the workweek, then the employee would be entitled to double time pay. Here, though, while the grievant was called in to perform three hours of unscheduled work on a Sunday morning, he had not worked any hours in the day prior to that point. In fact, he had not worked any hours since 3:00 p.m. the previous Friday – nearly two days before being called in. Additionally, he was not called back to work that day. Under these circumstances, the Company maintains that Sec. 17.02 does not apply.

Next, building on the foregoing, the Company contends that the Union's contention that Sec. 17.02 requires double time pay for any call in occurring on the seventh day of the workweek is nonsensical. To support this premise, the Company notes that under the Union's proposed interpretation, employees are entitled to recall pay at double time anytime an employee is called in to work on the seventh day of the workweek – regardless of whether or not the employee has worked any hours prior to the call in. As the Company sees it, the Union's interpretation would permit an employee to miss virtually unlimited time between punching out and being called in to perform unscheduled work. In support thereof, it notes that when asked on cross-exam if an employee would be due double time for a call in occurring on a Sunday three months since the employee last worked a day, the Union witness replied, "Yeah." According to the Company, this interpretation renders the wording of Sec. 17.02 requiring an employee to have worked a normal workday prior to being entitled to recall pay virtually meaningless. As such, the Company maintains that the Union's interpretation goes against the well-established principle of contract interpretation that all words in an agreement should be given effect.

The Company also argues that the Union's interpretation of Sec. 17.02 flies in the face of Sec. 16.06(a), which specifies that employees get time and one-half for work performed on the sixth consecutive day of the week and double time for work performed on the seventh consecutive day of the week. According to the Company, the Union's interpretation of Sec. 17.02 entitles any employee called in to work on a Sunday to get double time regardless of how many consecutive days the employee worked that week. The Company asserts it is highly unlikely that the parties to this agreement would have agreed in Sec. 16.06(a) to require an employee to work seven consecutive days in a workweek to be entitled to double time pay for scheduled or unscheduled work on the seventh day of that workweek, and then agree to a contrary provision in the very next section by providing double time pay for unscheduled work on a seventh day of the workweek regardless of how many consecutive days were worked prior to that day. The Company submits that not only is that nonsensical, but it also calls for an interpretation which puts Sec. 17.02 in conflict with Sec. 16.06(a).

If the arbitrator finds that Sec. 17.02 is ambiguous, and needs to use an interpretive guide to determine its meaning, the Company asserts that in this instance, a past practice and the parties' bargaining history can supply that guidance. Specifically, the Company believes that both the past practice and the bargaining history support its interpretation of Sec. 17.02. These matters are addressed in the order just listed.

The Company contends that the denial of double time pay was consistent with a long standing past practice at the Company. To support this premise, the Company notes that it presented undisputed evidence through its witnesses and records of not paying double time in situations akin to this one. By that, it means denying double time pay for call in hours worked on the seventh day of the workweek where the employee had not worked their normal work day prior to being called in or where the employee had not worked seven consecutive days in the workweek. The Company avers that in the 14 years that Kathy Retzer has been administering the payroll functions, employees called in to work on the seventh day of the workweek must have worked the six consecutive days prior to the Sunday call in to be eligible for double time pay. The Company asserts that its payroll records indicate that since 1996, there have been about 90 instances where employees were called in to work on Sundays. Some of these instances involved the grievant. In all but four instances, the employees were paid according to the Company's interpretation of the contract. The Company characterizes the four instances where that did not happen as errors. The Company avers that given the number of times that call in work occurred on Sundays over the years, it is highly unlikely that the Union was unaware of how the Company was administering Sec. 17.02. The Company believes this practice supports the Company's interpretation of the language, and therefore it should prevail. The Company cites Elkouri for the proposition that where a practice has established a meaning for language in a contract and been continued by the parties in subsequent agreements, the language will be presumed to have the meaning given it by that practice.

The Company also claims that the parties' bargaining history supports the Company's interpretation of Sec. 17.02. First, for background purposes, the Company notes that the language in Sec. 17.02 has been the same for the last 27 years. Second, it notes that prior to this case, the Union never grieved the denial of double time pay for a call in on a Sunday. Third, it notes that in the last two sets of contract negotiations, the Union did not attempt to change either the interpretation or wording of Sec. 17.02, but it did unsuccessfully seek to obtain double time for all time worked on a Sunday. The Company speculates that in this case, the Union may be attempting to get through arbitration what it failed to get in negotiations (i.e. double time for all Sunday work).

Based on the foregoing, the Company submits that double time pay was not warranted here. It therefore asks that the grievance be denied.

DISCUSSION

At issue in this contract interpretation dispute is whether the grievant was paid correctly for the hours that he worked on Sunday, August 12. He was paid at the rate of time and one-half. The Union contends that he should have instead been paid at the rate of double time. Based on the rationale which follows, I find that the grievant was paid correctly at the rate of time and one-half.

I begin with a description of how this discussion is structured. Attention will be focused initially on the contract language cited by the parties. They relied on three contract provisions: Secs. 16.05, 16.06(a) and 17.02. Those provisions will be addressed in the order just listed. After that contract language has been reviewed, attention will be given to certain evidence external to the agreement. The evidence I am referring to involves an alleged past practice and the parties' bargaining history.

My discussion on the contract language begins with the following introductory comment. While the contract language has yet to be reviewed, it is noted at the outset that two of the contract provisions just noted provide for double time pay. The two provisions are Secs. 16.06(a) and 17.02. They provide for double time pay under different circumstances. That being so, it is possible that an employee could qualify for double time pay under one provision but not the other. If that happens, and the employee qualifies for double time pay under one provision but not the other, the employee still gets paid double time.

Attention is focused first on Secs. 16.05 and 16.06(a). Those sections are both part of Article 16 which is entitled "Hours and Workweek". Those provisions govern the pay for all hours worked in a workweek. Section 16.05 says that time and one-half will be paid for "all work" over 8 hours in a day or 40 hours in a week. Section 16.06(a) says that time and one-

half will be paid for "all work" performed on the sixth consecutive day of the week, and double time will be paid for "all work" performed on the seventh consecutive day of the week. A two-word phrase which is found in both provisions is "all work". While that phrase is not defined in either section, its meaning can be inferred from its usage. I think it is implicit that the phrase "all work" covers any work that is performed. Work that is performed can be characterized as either scheduled work or unscheduled work. By scheduled work, I am referring to the work which the employee performs during their normal work week such as a first-shift employee working the first shift. By unscheduled work, I am referring to the work which the employee performs outside their normal work week such as a first-shift employee who works the third shift, or a Monday through Friday employee who works on a Saturday. When an employee is summoned into work while they are off duty to perform unscheduled work, that situation is known in labor relations circles as a call in. Sections 16.05 and 16.06(a) cover such call ins. Having established that, it is noted next that employees who are called into work outside their normal work hours are oftentimes paid a premium in recognition of the fact that the employee has been directed to come into work on his or her off time, and inconvenienced by the employer's need to accomplish emergency or unanticipated work. The amount they are paid depends on what the parties have negotiated. As previously noted, this particular contract says in 16.05 that if the employee is called in after they have already put in 8 hours in a day, or 40 hours in a week, they get paid time and one-half. Once again, Sec. 16.06(a) says that if the employee is called in on the sixth consecutive day worked in the workweek (i.e. Saturday), they get paid time and one-half, while if the employee is called in on the seventh consecutive day worked in the workweek (i.e. Sunday), they get paid double time. Under 16.06(a), the employee who is called in on a Sunday does not automatically get double time pay. In order to get double time pay for working on a Sunday, it has to be the employee's seventh consecutive workday in the workweek. In other words, the employee must have worked all six consecutive days prior to that Sunday.

That meaning will now be applied to the instant facts. In this case, the grievant did not work seven consecutive days in the work week. The following shows this. He worked Monday through Friday (i.e. five days in a row), was off work for one day (Saturday), and then was called into work for three hours on Sunday. Since he did not work on Saturday, the day which followed, Sunday, was not his seventh consecutive day of work in that workweek. That being so, the grievant did not qualify for double time under Sec. 16.06(a). The question of whether he qualified for double time under Sec. 17.02 will be addressed next.

The focus now turns to Sec. 17.02, the provision which the Union relies on here. That section is part of Article 17, which is entitled "Paid For Time – Reporting Pay and Recall". I begin my analysis of Sec. 17.02 with the following overview of same. That section provides that employees who are recalled to work will receive extra pay for doing so. The first part of the first sentence sets the ground rules, so to speak, for recalls. It begins thus: "any employee who, having completed the employee's normal day's work and having punched out at the end

of the employee's shift, is called back to do emergency work. . ." Reading that phrase in conjunction with the word "recall" which is used both in the title of Article 17, and as the last word of this sentence, it is clear that a "recall" occurs when an employee is called back to work after completing their normal day's work and punching out. This call back has to occur the same day. The latter part of the first sentence, as well as the second sentence, then go on to specify what pay will be given to recalled employees. In the context of this case, only the second sentence need be addressed here because that is the portion of this section which the Union relies on. That sentence provides for double pay "if such recall is made on the seventh day of the workweek. . ." If that happens (i.e. if the employee is recalled to work on the seventh day of the workweek), then the employee qualifies for double time. If that does not happen though (i.e. the employee is not recalled within the meaning of the first sentence of 17.02), then Sec. 17.02 does not apply. Having just noted what the language says, the focus turns to what it does not say. Specifically, it does not say that double time pay is required for any call in which occurs on the seventh day of the workweek (i.e. Sunday). If that is what it meant, this would render the first sentence in Sec. 17.02 meaningless.

The meaning referenced above will now be applied to the instant facts. In this case, the grievant had not worked any hours on the day in question (Sunday, August 12) prior to being called into work. He had not worked since the previous Friday. Additionally, he was not called back into work later that same day (Sunday, August 12). As the Union sees it, the grievant's work on Sunday, August 12 constitutes a "recall" within the meaning of Sec. 17.02. I disagree. First, by its plain and unambiguous terms, the term "recall" in Sec. 17.02 does not cover all situations where an employee is asked to return to work. Instead, it only covers those situations where an employee has finished his or her shift and is recalled back into work to perform additional work on that same day. Said another way, a recall is limited to those situations where an employee has finished work, and then is called back into work the same day. That did not happen here. The grievant had not done any work on Sunday, August 12 prior to being called into work. Second, under the Union's proposed interpretation of Sec. 17.02, employees would get paid double time anytime they are called into work on the seventh day of the workweek – even if they had not worked any hours prior to the call in. That interpretation would permit an employee to miss virtually unlimited time between punching out and being called into work to perform emergency work. The example which was used at the hearing to illustrate this was an employee who was off work for three straight months, and then was called into work to perform emergency work on a Sunday. Under the Union's proposed interpretation, that employee would be entitled to double time for his Sunday work. If that is what the parties mutually intended the language to mean, and that interpretation was adopted and used herein, it would conflict with the first sentence of Sec. 17.02 which, as previously noted, requires an employee to have worked a normal workday prior to being entitled to recall pay. The Union's interpretation goes against the basic arbitral principle of giving effect to all words in an agreement. Third, the Union's interpretation of Sec. 17.02 (i.e. that any employee called into work on a Sunday gets double time regardless of

how many consecutive days the employee worked that week) also puts it in conflict with Sec. 16.06(a), which as previously noted, specifies that employees get time and one-half for work performed on the sixth consecutive day of the week and double time for work performed on the seventh consecutive day of the week. It simply does not make sense that the parties to this agreement would have agreed in Sec. 16.06(a) to require an employee to work seven consecutive days in a workweek to be entitled to double time pay for scheduled or unscheduled work on the seventh day of that workweek, and then agree to a provision in the very next section which gives double time pay for unscheduled work on the seventh day of the workweek regardless of how many consecutive days were worked prior to that day. Based on the foregoing, it is held that the grievant's work on Sunday, August 12 was not a recall within the meaning of Sec. 17.02. As a result, he did not qualify for recall pay under that contract provision.

Having found that the grievant was not entitled to double time pay under either Secs. 16.06(a) or 17.02, the question remains what provision was applicable to his Sunday work. I find that the applicable provision was Sec. 16.05. As previously noted, that section specifies that time and one-half is to be paid for "all work" over 40 hours in a week. When the grievant was called in on the day in question, he had already exceeded 40 hours that week. That being so, his work that day falls into the category of overtime. Pursuant to that provision, he was entitled to time and one-half for his work. Nothing more.

This interpretation of the meaning of the contract's terms is consistent with the way it has been applied in the past. The following shows this. First, the Company's payroll records indicate that since 1996, there have been about 90 instances where employees were called into work on a Sunday. That is not a small number of occurrences. Moreover, some of these instances involved the grievant. In all but four instances, the employees were paid at the rate of straight time or time and one-half for their call in. Thus, they were not paid double time. They were only paid double time for their Sunday call in work if they had worked their normal work day prior to being called back into work, or they had worked six consecutive days prior to Sunday. In other words, the employees were not paid double time for their Sunday call in work unless they had worked their normal work day prior to being called back into work, or they had worked six consecutive days prior to Sunday. Neither of these situations existed here. Given the large number of times that call in work occurred on Sundays over the years, it is unlikely that the Union was unaware of how the Company was administering Secs. 16.06(a) and 17.02 and not paying double time for call in work on Sundays. The fact that Union Business Agent Alexander was personally unaware of it does not matter. Second, none of the aforementioned instances where employees were paid at the rate of straight time or time and one-half for their Sunday call in work were grieved. Insofar as the record shows, this case is the first time an employee sought double time for a Sunday call in when they had not worked their normal work day prior to being called in, or where the employee had not worked seven consecutive days in the workweek.

I am also persuaded that this interpretation of the meaning of the contract's terms is supported by the parties' bargaining history. What I am referring to is this: in the last two sets of contract negotiations, the Union has unsuccessfully sought to obtain double time pay for all Sunday work. In my view, it does not matter that the Union tried to change Sec. 16.06 rather than Sec. 17.02 to accomplish this goal. Notwithstanding the Union's contention to the contrary, were I to sustain the grievance herein, I would, in effect, be giving the same result that the Union has been unsuccessful in getting at the bargaining table (i.e. double time pay for all Sunday work). I decline to do that.

In light of the above, it is my

AWARD

That the Company did not violate Sec. 17.02 when it refused to pay the grievant double time for his call in on August 12, 2001. Therefore, the grievance is denied.

Dated at Madison, Wisconsin, this 17th day of October, 2002.

Raleigh Jones /s/
Raleigh Jones, Arbitrator

REJ/gjc
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