

BEFORE THE ARBITRATOR

In the Matter of the Arbitration of a Dispute Between

MANITOWOC COUNTY

and

**MANITOWOC COUNTY HUMAN SERVICE DEPARTMENT EMPLOYEES
LOCAL 986-A, AFSCME, AFL-CIO**

Case 371
No. 60752
MA-11712

Appearances:

Mr. Steven J. Rollins, Manitowoc County Corporation Counsel, 1010 South Eighth Street, Manitowoc, Wisconsin 54220, appearing on behalf of the County.

Mr. Neil Rainford, Staff Representative, Wisconsin Council 40, AFSCME, AFL-CIO, 14002 County Road "C", Valders, Wisconsin 54245, appearing on behalf of the Union.

ARBITRATION AWARD

Manitowoc County, hereinafter referred to as the County, and Manitowoc County Human Services Department Employees, Local 986-A, AFSCME, AFL-CIO, hereinafter referred to as the Union, are parties to a collective bargaining agreement that provides for final and binding arbitration of grievances. Pursuant to a request to initiate grievance arbitration the Wisconsin Employment Relations Commission appointed Edmond J. Bielarczyk, Jr. to arbitrate a dispute over the denial of a vacation request. Hearing on the matter was held in Manitowoc, Wisconsin on April 3rd, 2002. A stenographic transcript of the proceedings was prepared and received by the Arbitrator by June 28th, 2002. Post hearing written arguments and reply briefs were received by the Arbitrator by July 15th, 2002. Full consideration has been given to the evidence, testimony and arguments presented in rendering this Award.

ISSUE

During the course of the hearing the parties agreed upon the following issues:

“Is the grievance timely?”

“If yes,”

“Did the County violate the collective bargaining agreement when it denied Terri Klavekoske’s request to use vacation on a holiday she was scheduled to work?”

"If yes, what is the appropriate remedy?"

PERTINENT CONTRACTUAL PROVISIONS

ARTICLE 3 – MANAGEMENT RIGHTS RESERVED

Unless otherwise herein provided, management of the work and direction of the working force, including the right to hire, promote, transfer, demote, or suspend, or otherwise discharge for just cause, and the right to relieve employees from duty because of lack of work or other legitimate reason, is vested exclusively in the Employer. If any action taken by the Employer is proven not to be justified, the employee shall receive all wages and benefits due him or her for such period of time involved in the matter.

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Unless otherwise herein provided, the Employer shall have the explicit right to determine the specific hours of employment and the length of work week and to make such changes in the details of employment of the various employees, as it, from time to time, deems necessary for the effective operation of the Department. The Employer may adopt reasonable work rules except as otherwise provided in this Agreement.

The Employer agrees that all amenities and practices in effect for a minimum of twelve (12) months or more, but not specifically referred to in this Agreement, shall continue for the duration of this Agreement. The parties recognize the County’s right to implement an Employee Assistance Program. Practices and policies established pursuant to the Employee Assistance Program shall not be considered a past practice, regardless of how long they exist. The County reserves the right to modify or discontinue any portion of the program. The

decision of the County to modify or discontinue any portion or all of the program shall not be subject to the grievance procedure.

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ARTICLE 8 – GRIEVANCE PROCEDURE

- A. Definition of a Grievance: Should any differences arise between the Employer and the Union as to the meaning and application of this Agreement, or as to any question relating to wages, hours and working conditions, they shall be settled under the provisions of this Article.
- B. Time Limitations: The failure of a party to appeal a grievance in a timely fashion will be treated as a settlement to that particular grievance, without prejudice. However, if it is not possible to comply with the time limitation specified in the grievance procedure because of work schedules, illness, vacations, holidays, any approved leave or time off, these time limitations may be extended by mutual agreement.

The party who fails to receive a reply in a timely fashion shall have the right to automatically proceed to the next step of the grievance procedure.

- C. Steps in Procedure:

Step 1: The employee and one (1) Union steward shall orally state grievances to the immediate supervisor within a reasonable period of time, but in no event later than thirty (30) working days after the Union knew or should have known of the occurrence of such grievance. In the event of a grievance, the employee shall perform his or her immediate assigned work task, if any, and grieve the dispute later, unless his or her health or safety is endangered. The immediate supervisor shall, within five (5) working days, orally inform the employee and the Union steward of his or her decision.

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ARTICLE 12 - HOLIDAYS

All employees shall be granted ten (10) paid holidays each year. They are as follows:

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Fourth of July	Christmas Eve Day
Labor Day	Christmas Day

and a "floating holiday", said day to be a day chosen by the employee subject to the approval of the Director or his or her designee. However, the floating holiday cannot be used during the employee's probationary period. Upon completion of probation, the employee shall be entitled to the use of any floating holiday earned during the probationary period. If the employee's date of hire is after May 31st, the floating holiday shall be carried over to the next calendar year for use upon completion of probation.

The following shall be one-half (1/2) day paid holidays (four (4) hours straight pay):

One-half (1/2) day Good Friday, and
One-half (1/2) day December 31.

An employee must be in attendance on his or her work day immediately preceding and immediately following the holiday to be eligible to the holiday pay, except when on an approved absence.

When the Fourth of July falls on a Saturday, the Fourth of July holiday shall be observed on the previous Friday. When the Fourth of July falls on a Sunday, the Fourth of July holiday shall be observed on the following Monday.

When Christmas Day falls on a Saturday or Sunday, the Christmas Eve and Christmas Day holidays shall be observed on the preceding Friday and the following Monday.

When Christmas Day falls on Monday, the Christmas Eve and Christmas Day holidays shall be observed on Monday, December 25, and Tuesday, December 26.

When New Year's Day falls on Saturday, Sunday or Monday, the New Year's Eve holiday shall be observed the preceding Friday (afternoon) and the New Year's Day holiday shall be observed on Monday.

Crisis Intervention Team members shall each be scheduled to work four and one-half (4½) of the actual holidays listed in this Article each year.

1. The Crisis Team members shall be allowed to divide the scheduling of the holidays in equal number between themselves, subject to supervisory approval.
2. If they are unable to agree on subsection “1” above, and if the set holidays identified by this Agreement fall equally (4.50 each) on the unaltered schedules of the Crisis Intervention Team members in a calendar year, then they shall work holidays according to their schedule.
3. If the provisions of neither subsections “1” nor “2” above is met, the team member with the most bargaining unit seniority shall work the holidays on the following List One and the junior team member shall work the holidays on List Two. In succeeding years the team members shall alternate lists of holidays worked regardless of seniority, unless they are able to agree to a schedule of an equal number of holidays to be worked as in subsection “1” above. Then the process of subsections “1” through “3” shall apply again.

List One

Memorial Day
Fourth of July
Day after Thanksgiving
Christmas Day
New Year’s Eve (half day)

List Two

New Year’s Day
Good Friday (half day)
Labor Day
Thanksgiving Day
Christmas Eve Day

Crisis Intervention Team members who work on an actual holiday shall receive, for each holiday worked, time and one-half the employee’s scheduled rate of pay (in Appendix A) for ten (10) hours, and shall be given one (1) additional paid weekday off at another time, accrued and recorded as seven and one-half (7½) hours or eight (8) hours when the actual holiday is on a Monday, to be recorded as seven and one-half (7½) holiday hours and one-half (1/2) regular hour), credited January 1st of each year, to be scheduled by the same procedure as vacation but within the calendar year. Working Good Friday or New Year’s Eve shall yield the employee one-half (1/2) of the holiday credits and premiums in this paragraph.

If the actual holiday falls on a scheduled day off, the Crisis Intervention Team member will receive pay for the holiday, without another day off, for seven and one-half (7½) hours (or eight hours, if the holiday is celebrated on a Monday under this Agreement, to be recorded as seven and one-half (7½) holiday hours and one-half (1/2) regular hour) at the employee's scheduled rate of pay for that holiday, one-half this amount for Good Friday or New Year's Eve.

The floating holiday shall be credited as seven and one-half (7½) hours (or eight (8) hours, if the holiday is celebrated on a Monday under this Agreement, to be recorded as seven and one-half (7½) holiday hours and one-half (1/2 regular hour) toward a paid weekday off to be scheduled by the same procedure as vacation but within the calendar year.

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ARTICLE 15 – VACATIONS

- A. Each employee shall earn vacation in the following manner:

One (1) week vacation upon completion of six (6) months of service
Two (2) weeks vacation upon completion of two (2) years' service
Three (3) weeks vacation upon completion of seven (7) years' service

Upon completion of nine (9) years of service, the employee shall be granted an additional one (1) day per year for each year of continuous service completed from the ninth (9th) year through the eighteenth (18th) year of service so that effective with the completion of the eighteenth (18th) year of service, such employee will then be entitled to five (5) weeks of vacation.

Upon completion of nineteen (19) years of service, the employee shall be granted an additional one-half (1/2) day of vacation per year for each year of continuous service completed from the nineteenth (19th) year through the twenty-second (22nd) year of service, such employee will then be entitled to twenty-seven (27) days of vacation.

- B. When a holiday falls within an employee's paid vacation, the employee shall be granted the paid holiday in lieu of a vacation day.

- C. If an employee terminates his or her employment for any reason during the year, he or she shall receive vacation pay at the rate of one-twelfth (1/12) of the total from the anniversary date of his or her employment to the termination date of his or her employment for each month of service during that year.
- D. All employees shall be required to use all accumulated vacation time during the year, and with the exception of the one week of vacation awarded after completion of six (6) months of service each employee shall be obligated to use his or her vacation within one (1) year of its being earned. The one week of vacation awarded after completion of six (6) months of service must be used before the completion of two (2) years of service. In the event of unusual circumstances preventing the employee from taking such vacation, he or she must apply to the Department Head or the Department Head's designee, subject to the approval of the Personnel Committee, for any deviation from this rule.
- E. Notice: Each employee shall give a minimum of one (1) week's advance notice of requested vacation time off. Exceptions may be made by the Department Head or his or her designee in the event of emergencies or other urgent and unexpected circumstances.
- F. Crisis Team: Crisis Intervention Team members shall record and have deducted from vacation accrual ten (10) hours for each weekday taken off as vacation and thirteen (13) hours for each Saturday, Sunday or actual Holiday taken off as vacation.

BACKGROUND

The County operates a Human Services Department wherein it employs two (2) Crisis Intervention Workers, Lisa Korslin and Terri Klavekoske, hereinafter referred to as the grievant. The parties refer to the Crisis Intervention Workers as the Crisis Intervention Team. Crisis Intervention Workers perform duties on late night, weekend and holidays to handle emergencies. They work a unique schedule basically being on call for seven (7) days and then off for seven (7) days. One consequence of this scheduling was that the two (2) crisis workers did not always work an equal number of holidays. To remedy this problem the Union proposed changes to incorporate into the 1998-1999 collective bargaining agreement. The parties were unable to reach a total agreement and the matter went to interest arbitration. The Union included in its final offer language concerning the Crisis Intervention Workers' holidays and rates of pay. On May 22, 1999 the Interest Arbitrator selected the County's final offer. Therein the distinct difference between the County's final offer and the Union's concerning the Crisis Team was the

inclusion that vacation request had to have supervisory approval. Thus, since May 22, 1999 the parties' collective bargaining agreement has directed that each Crisis Intervention Team member be scheduled to work four and one-half (4 ½) of the holidays listed in the collective bargaining agreement (Article 12, paragraph 3).

During calendar year 2000 the County's Personnel Director Sharon Cornils sent several memos to the Crisis Intervention Workers' supervisor, Clinical Services Manager Jeff Jenswald, concerning how to account for holiday time. During this time frame Jenswald allowed Crisis Intervention Workers to take vacation time on a scheduled holiday. Thereafter, the County's payroll supervisor informed Cornils that there were holidays when both Crisis Intervention Workers were off from work. Cornils met with Jenswald and with Human Services Director Thomas Stanton. Following that meeting Jenswald issued the following memo to the Crisis Intervention Workers:

To: Lisa Korslin
Teri Klavekoske
From: Jeff Jenswald
Date: July 17, 2001
Re: Assigned holiday work coverage

As you know, holidays are split between the two of you during the course of a year. You are required to work the holiday that you are scheduled for. Back up coverage for holidays is expensive; the additional cost to the agency for holiday back up coverage is \$323.32 in salary alone and could be more based on the time spent on calls.

Obviously, if you are ill or if an unforeseen personal emergency would arise, an exception could be made. Please let me know if you have any questions on this.

On August 3rd, 2001 the grievant submitted a request to take vacation on Labor Day, a holiday she was scheduled to work. Thereafter Jenswald denied the request but failed to date the denial. The collective bargaining agreement allows the Union to grieve a matter up to thirty (30) days after it knew or should have known of the occurrence. The Union filed the instant grievance on September 26th, 2001. During the course of the hearing the undersigned determined the grievance was timely (Tr. p. 9: 19-21) because the denial was not dated and there was no evidence to demonstrate when the Union became aware of the occurrence. The matter was processed to arbitration in accord with the parties' grievance procedure.

The record also demonstrates that the grievant has withdrawn vacation requests for time off on a holiday when the County has been unable to find a worker to work the holiday.

Union's Position

The Union argues the County's attempt to reinterpret the language of Article 12, HOLIDAYS is unconvincing as clearly Article 12 refers to the "scheduling" of Crisis Intervention Workers. The Union argues this provision clearly requires Crisis Intervention Workers be scheduled to work four and one-half (4½) of the actual holidays each year. The Union asserts the sentence that introduces subparagraphs A, B and C, makes the framers intent clear. The language refers to scheduling, but it does not prohibit a Crisis Intervention Worker from using paid leave benefits on scheduled holidays. The Union argues the County's position ignores the clear structure and formatting of the scheduling provision. The Union also argues that there is no credible reading of the holiday scheduling provision that would decisively indicate the intent was to require Crisis Intervention Workers to work their scheduled holidays except in cases of illness or emergency. The Union also asserts there is no provision in the collective bargaining agreement restricting Crisis Intervention Workers use of vacation or other leave benefits. The Union concludes there is no basis for the County's interpretation for restrictions on vacation use.

In support of its position the Union points out Article 23, C. 2 and C. 4 provides for backup when Crisis Intervention Workers are on vacation and other leaves and the level of pay if a backup worker fills in for a Crisis Intervention Worker on a holiday. The Union argues that it is clear the parties anticipated Crisis Intervention Workers would be absent on actual holidays and that Crisis Intervention Workers could use vacation. The Union asserts the Crisis Intervention Worker is exercising a specified right when they request a vacation day on their scheduled work day and when they request the County to find a voluntary or mandated replacement.

In support of its position the Union also points out that at the same time the parties agreed upon inserting language into the agreement concerning the scheduling of holidays for Crisis Intervention Workers they inserted into Article 15, F., language that specifies how much vacation time must be recorded and deducted from a Crisis Intervention Worker's vacation bank when vacation is used on a scheduled holiday. The Union avers that if the County's position is sustained Article 15, F. is rendered meaningless.

The Union also argues that the practice of Crisis Intervention Workers using vacation on holidays existed prior to the change in language and for almost two years after the language was inserted into the collective bargaining agreement. The Union asserts this practice is an indisputable indicator of the parties' understanding of the language they agreed upon. In support of its position the Union points out Article 3 – MANAGEMENT RIGHTS RESERVED specifies the County will continue practices that were in effect for a minimum of twelve (12) months.

The Union also argues that there is no evidence of any bargaining history that there was a meeting of the minds at the bargaining table supporting the County's interpretation of the Crisis Intervention Workers scheduling language.

The Union would have the undersigned sustain the grievance and direct the County to rescind the July 17, 2001 policy. The Union would also have the undersigned direct the County to make the grievant whole for the lost use of vacation benefits by awarding the grievant fifteen (15) additional hours of pay for each holiday since Labor Day 2001.

County's Position

The County contends the grievance was untimely. The County points out that the undersigned noted the time for filing the grievance should have occurred starting with the date of the denial for the request for time off (Tr. p. 9:15-21). The County acknowledges there is no documentation showing exactly when the request was denied. However, the County points out the grievant testified the request was denied when she turned it in or the next day (Tr. p. 42:20-22). The County asserts that in light of the grievant's testimony the grievance is untimely.

The County contends Crisis Intervention Workers are expected to work when they are scheduled to work. The County points out they perform a critical function and that the Union acknowledged the County can not afford to not have coverage. It is expected to respond when someone with a crisis calls in. The County argues it is for this very reason that the County expects its Crisis Intervention Workers to work when they are scheduled to. The County asserts the need is even greater on holidays when the need for such workers to be available to the public is even greater. The County points out holidays are one of the days that Crisis Intervention Workers were specifically hired to work. The County also points out that Crisis Intervention Workers must request approval for being absent from work, concluding the Crisis Intervention Workers do not have a right to take a scheduled work holiday off without the County's approval.

The County also argues that the County has the right to determine whether to grant a vacation request. The County points out it must make sure someone in the department is available at all times, thus the County must maintain a degree of control over who was scheduled to work and who is available to be reached. The County points out the grievant's request was denied on the basis that Crisis Intervention Workers are expected to work on the holidays for which they are scheduled. The County also points out this policy is not absolute as leave can be allowed for illness or emergencies, but the grievant did not indicate in her request any such circumstance.

The County avers that the Union can point to nothing in the collective bargaining agreement that guarantees vacation requests will always be granted. The County argues a need to control overtime costs is reasonable justification for denial of a vacation request. The County contends the limitation it imposed is narrowly drawn but not absolute. The County points out the limitation applies to only two (2) workers and they were both hired to work holidays. The County also points out the two (2) workers are guaranteed half the holidays off each year and they are guaranteed to get all the holidays off during a two (2) year period. The County argues granting the request would have led to unnecessary, increased overtime costs.

The County concludes its actions did not violate the collective bargaining agreement and the County would have the Arbitrator deny the grievance.

Union's Reply Brief

The Union argues the issue of timeliness was decided at the hearing and that evidence added after the arbitrator's ruling is irrelevant. The Union also argues the County has attempted to confuse the matter by using the verb "work" as shorthand for the concept of being "scheduled to work". The Union asserts the County's contention fails based upon the mutual understanding of the meaning of the language bargained into the collective bargaining agreement, the clear practice of nearly five (5) years, and the Union's interest arbitration reply brief when read as a whole.

The Union also argues the arbitral authority cited by the County are distinguishable from the instant matter. The Union argues the collective bargaining agreement does not grant the County the far-reaching power to regulate vacation scheduling. The Union also points out the County did not demonstrate an operational need and can not because of Article 23's specific provisions for voluntary and mandatory replacement of Crisis Intervention Workers.

The Union also asserts the County's reliance on its management rights contained in Article 3 is misplaced. The Union contends the rights asserted to by the County are limited by the express provisions of the agreement. Further, if the County does have the right to deny a vacation it must do so on a case by case basis.

The Union concludes that the County knew when it agreed to the language that employees who are scheduled to work a holiday may take leave on that day though the use of a paid benefit. The Union also concludes that the County knew that when Crisis Intervention Worker took vacation on a scheduled to work holiday there would be an additional expense to the County.

County's Reply Brief

The County acknowledges that the collective bargaining agreement does not prohibit an employee from using leave on a holiday, but, the County points out, the collective bargaining agreement does not guarantee that an employee can take vacation on a holiday. The County avers the approval of any vacation request is a reserved management right and an employee can take vacation only if the County approves the request.

The County also contends the grant of vacation is a reserved management right that is not limited by past practice. The County avers that management has discretion when deciding whether to grant a leave request and argues it can use various factors when making a decision. The County also argues because it has approved all prior holiday vacation requests it has not established a past practice, but only chosen to be lax in the exercise of its management rights.

The County asserts it was not callous in denying the grievant's request. The County also argues the Union's request for compensation for the grievant is not supported by any language in the collective bargaining agreement and is punitive. The County contends if the collective bargaining agreement was violated the appropriate remedy would be for the County to rescind the July 2001 memo and to give full consideration to any future requests. The County contends the approval of such request would still remain within the County's reserved management rights.

DISCUSSION

At the onset of the hearing the County presented argument and evidence contending the grievance was untimely. At the conclusion of this presentation the undersigned ruled the grievance was timely because the denial of the vacation request was not dated. Step 1 of the parties' grievance procedure requires the Union to file a grievance "... in no event later than thirty (30) working days after the Union knew or should have known of the occurrence of such grievance." The record demonstrates the July 17, 2001 memo from Jenswold was sent to the two Crisis Intervention Workers but there is no evidence as to when the Union became aware of it. However, even if the Union was aware of the memo prior to September 26, 2001, until the County acted on the memo by denying a vacation request there was no alleged violation of the collective bargaining agreement. The record also demonstrates that when Jenswold denied the vacation request it was neither dated nor was the Union notified. Thus, the Union could not become aware of the matter until the grievant informed the Union of her vacation denial. The grievant works a basic seven (7) days on seven (7) days off work schedule. There are fifty-four (54) days between August 3rd, 2001 and September 26th, 2001. Given a seven (7) day work cycle the grievant would not have worked approximately twenty-eight (28) days after the denial of her vacation request. The grievance was thus filed on the twenty-sixth (26th) working day after the grievant could have become aware of the denial if the denial had been made on the same day as the request. Therefore the undersigned finds the grievance timely.

A careful review of the parties collective bargaining agreement demonstrates that Article 12, Holidays clearly specifies that Crisis Intervention Workers are to be scheduled to work four and one-half (4½) holidays each year. The provision also sets up a mechanism for the Crisis Intervention Workers to select the holidays they will be scheduled to work. However, as the Union pointed out, there is no prohibition in this provision to prevent Crisis Intervention Workers from requesting a vacation day for a holiday they are scheduled to work. Thus the County's assertions that this provision mandates Crisis Intervention Workers to work on the holidays they are scheduled has no merit. The undersigned notes here that Article 15, F., clearly provides that Crisis Intervention Workers shall have deducted from their vacation leave bank thirteen (13) hours of vacation for each holiday taken as vacation. Thus the undersigned finds the parties were aware that a Crisis Intervention Worker may take vacation on a holiday and established how such a matter was to be deducted from the employees vacation bank. There is no mandate in this provision that limits vacation requests to be used on a scheduled holiday to vacation requests that are due to illness or emergency. Absent such a mandate in either

Article 12 or Article 15 the undersigned concludes the County's actions violated the parties' collective bargaining agreement when it issued the July 17, 2001 memo and subsequently denied the grievance's request.

The undersigned notes here that Article 23, C., 2., clearly provides for the creation of voluntary backup if Crisis Intervention Workers are off due to vacation, holiday, sick leave, funeral leave, maternity leave, training or compensatory time. The record also demonstrates that when the County has been unable to find a volunteer to work the grievant's scheduled holiday, she had withdrawn her request.

The County has also argued that under the collective bargaining agreement's management rights provision it has the ability to deny a vacation request. The Union, in effect, has argued all vacation requests must be approved. A careful review of Article 15 demonstrates that employees must give at least one (1) weeks notice for requested time off. There is no evidence in the record of the County ever denying a vacation request prior to the instant matter. However, the fact the County has never denied a vacation request does not establish a binding past practice. The County can use various factors in determining whether to grant a vacation. For example, if every employee requested the same vacation day the County, in order to maintain operations, can determine how many employees would be necessary to continue operations. Thus, while the County may have granted every request for vacation time it is not bound to do so in the future. However, the mere fact the Crisis Intervention Worker's request would generate an additional expense to the County is insufficient, given the language of Article 15, F. to deny the request. When the parties agreed to this language the County was aware a replacement for the Crisis Intervention Worker would create additional costs to the County. Thus the mere fact the grievant's replacement would require an overtime payment is insufficient in and of itself to deny the vacation request. Herein the County concluded the Crisis Intervention Workers were required to work their scheduled holidays. As noted above, such a mandate is not supported by the collective bargaining agreement. Further, the parties bargained a formula for determination of the amount of hours to deduct from a Crisis Intervention Workers vacation bank if the employee took vacation on a holiday. Thus, the Union's assertion that there was no agreement to discontinue the Crisis Intervention Workers ability to use vacation on a scheduled to work holiday is supported by the language of the collective bargaining agreement. Otherwise there would be no need to have language in the collective bargaining agreement that requires a Crisis Intervention Worker to deduct thirteen (13) hours from their vacation bank for each holiday taken off as vacation.

Therefore, based upon the above and foregoing and the testimony, evidence and arguments presented the undersigned concludes the County violated the collective bargaining agreement when it denied the grievant's vacation request for Labor Day, 2001. The County is directed to rescind the July 17th, 2001 memo to the Crisis Intervention Workers. The Union has argued for fifteen (15) hours of pay for each holiday the grievant has worked since the implementation of the County's July 17th, 2001 memo. The undersigned finds no merit in the

Page 14
MA-11712

Union's request. Contrary to the Union's assertions, there is nothing in the agreement that

mandates the County to grant every vacation request for a scheduled Holiday made by the Crisis Intervention Workers. The undersigned has therefore limited the Award to the rescinding of the July 17th, 2001 memo.

AWARD

The grievance is timely.

The County violated the collective bargaining agreement when it denied Terri Klavekoske's request to use vacation on a holiday she was scheduled to work. The County is directed to rescind the July 17th, 2001 memo to the Crisis Intervention Workers.

Dated at Madison, Wisconsin, this 13th day of November, 2002.

Edmond J. Bielarczyk, Jr. /s/

Edmond J. Bielarczyk, Jr., Arbitrator

