

BEFORE THE ARBITRATOR

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In the Matter of the Arbitration of a Dispute Between

SEIU WISCONSIN

and

OAKWOOD LUTHERAN HOMES ASSOCIATION, INC.

Case ID: 440.0026

Case Type: A

AWARD NO. 7995

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**Appearances:**

Attorney Tamara Packard, for the Union.

Attorneys Tom O'Day and Alyssa LeRoy, for the Employer.

**ARBITRATION AWARD**

Pursuant to the terms of a February 16, 2023–October 31, 2023 bargaining agreement between SEIU Wisconsin and Oakwood Lutheran Homes, I was selected by the parties to serve as arbitrator regarding a call-in pay dispute. A hearing was held in Madison, Wisconsin on November 14, 2023. The proceedings were not recorded or transcribed. The parties thereafter filed written argument by January 31, 2024.

**ISSUE**

The parties did not agree on the precise wording of the issue to be resolved but did agree that I could frame the issue after giving due consideration to their respective views. Having done so, I frame the issue as:

Did the Employer violate Article 20.4 of the bargaining agreement by failing to pay employees twice their regular hourly rate for all extra hours worked without receipt of at least twenty-four hours' notice? If so, what is the appropriate remedy?

## **DISCUSSION**

Article 20.4 states:

Call-In Pay. Staff members required or requested to work extra, whether they are called in or stay over their regularly scheduled shift, without at least twenty-four hours (sic) notice, shall be paid double-time. This does not pertain to Per-Diem and On-Call Staff members.

The Union contends that “double-time” as used in Article 20.4 clearly and unambiguously requires payment of twice the employee’s regular hourly rate for all the extra time worked. The Employer asserts that when “double-time” is viewed on the context of bargaining history, it becomes apparent that it only requires payment of an amount equal to double what the employee would receive for one hour of regularly scheduled work.

It is beyond dispute that if contract language is clear on its face, there should be no examination of bargaining history or other interpretative aides. Thus, while the parties presented a substantial amount of evidence and well-crafted briefs to be considered if “double-time” is an ambiguous phrase, I conclude it is not. “Double-time” clearly and unambiguously requires payment of twice the employee's regular hourly rate for all the extra time worked when less than twenty-four hours’ notice is received.

Therefore, it is my Award that the Employer violated Article 20.4 of the bargaining agreement by failing to make such payments and the Employer is hereby ordered to make the impacted employees whole. Pursuant to the Union’s request, I will retain jurisdiction over this matter for at least sixty days to resolve any disputes that may emerge as to compliance with this Award.

Issued at the City of Madison, Wisconsin, this 23<sup>rd</sup> day of April, 2024.

**WISCONSIN EMPLOYMENT RELATIONS COMMISSION**

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Peter G. Davis, Arbitrator