

AFSCME Council 24
WISCONSIN STATE EMPLOYEE UNION, AFL-CIO
Arbitration Award Summary

WON:		CONTRACT	1995-97
LOST:	XXX	CASE NO.:	15034, 15035, 15036
SPLIT:		VOLUME:	11-15
ISSUE:	COMPENSATION, PYRAMIDING	PROVISIONS:	ARTICLE VI, SECTION 3 & ARTICLE XIII, SECTION 9
ARBITRATOR:	VER PLOEG		
HEARD:	11/13/97	LOCAL:	1218
AWARD:	12/2/97	BARG. UNIT:	TECH
		EMP. UNIT:	DNR

There had been increased confusion and disagreement between Local 1218 and the Department of Natural Resources since approximately April of 1995 over the correct interpretation and application of provisions of Article XIII, Section 9, of the Agreement regarding compensation for employees who were required to work on a holiday. This had been prompted in large part by the negotiation of additional new language in 13/9/4 in the 1993-95 Agreement which reads, "in addition, full time employees who are required to work a minimum of four hours beyond their normally scheduled hours shall receive equivalent compensatory time off at a later date for all such hours worked which exceed their regularly scheduled hours." Another provision of the Agreement which had also contributed to the confusion was Article VI, Section 3 (6/13/7 Pyramiding). Other relevant provisions included Negotiating Notes 7 and 9 concerning overtime compensation for DNR Technical and Blue Collar employees.

The Arbitrator interpreted the relevant contract language as follows:

13/9/4-For an employee required to work on a full-day holiday, the term "equivalent compensatory time off at a later date" means that for all hours worked up to 12 hours, the employee will receive hour for hour compensatory time off to a maximum of 8 hours. An employee who works 12 or more hours will receive hour for hour compensatory time off for all hours worked.

6/3/7-This provision had been interpreted and applied in the DNR to mean that the hours worked on a holiday were included in the total number of hours in pay status for purposes of determining overtime compensation. If the holiday hours worked occurred during the first 40 hours in pay status during the workweek, then the straight time portion of the holiday premium was included in the base pay of 40 hours. If the holiday hours worked occurred after 40 hours in pay status, then the straight time portion of the holiday premium was included in the calculation of overtime hours per Negotiating Notes 7 and 9 and one hour of compensatory time off was granted for each hour of overtime/holiday work. The result of pyramiding in DNR was that the employee received a combination of cash payment and compensatory time which equated to double compensation for the combination of holiday hours worked and overtime hours occurring in the same workweek.

As a result of the Arbitrator's interpretation and her calculations of the individual cases, one Grievant was awarded one hour additional pay. The remaining grievances were denied.