

IN THE MATTER OF ARBITRATION ) INTEREST ARBITRATION  
 )  
 between )  
 Washington County ) Correctional Officers/  
 ) Dispatchers Unit  
 )  
 -and- ) BMS Case No. 12-PN-0813  
 )  
 Minnesota Public Employees )  
 Association ) July 7, 2013  
 )))))))

**APPEARANCES**

**For Washington County**

Frank J. Madden, Attorney, Madden Galanter Hansen, Plymouth,  
Minnesota  
Pam French, Human Resources Director  
Maureen Connaughly, Senior Human Resources Representative  
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**For Minnesota Public Employees Association**

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Rebecca Broome, Steward  
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**JURISDICTION OF ARBITRATOR**

Minnesota Public Employees Association (hereinafter referred to as the "Union" or "MPEA") is the exclusive representative for those employees employed by Washington County (hereinafter referred to as "County" or "Employer") in the Correctional Officers/Dispatchers unit.

The County and MPEA (hereinafter referred to as the "Parties") are signatories to an expired collective bargaining agreement that was effective January 1, 2011, and remained in full force and effect until December 31, 2011.

The Parties entered into negotiations for a successor 2012-2013 collective bargaining agreement. The Parties were unable to during bargaining and mediation to resolve all of their outstanding issues. As a result, on September 26, 2012, the Bureau of Mediation Services ("BMS") received a written request from the Union to submit the unresolved issues to conventional interest arbitration. On October 2, 2013, the BMS determined that the following items were certified for arbitration pursuant to Minn. Stat. § 179A.16, subd. 2 and Minn. Rule 5510.2930:

1. Wages - General Wage Adjustment 2012 - Article 12.1
2. Wages - General Wage Adjustment 2013 - Article 12.1
3. Wages - Range Movement Increments 2012 - Article 12.1
4. Wages - Range Movement Increments - 2013 - Article 12.1
5. Wages - Jail Sergeants/Communications Center Coordinators Minimum Pay - New
6. Wages - Night Shift Differential - Article 12.7
7. Clothing Allowance - Amount of Clothing Allowance - Article 15.1
8. Clothing Allowance - Damaged Clothing Replacement - Article 15.4
9. Holiday Pay - Amount of Pay for Time Worked on Holiday - Article 19.3

The Arbitrator, Richard John Miller, was selected by the Parties from a panel submitted by the BMS. A hearing in the matter convened on April 12, 2013, at 9:00 a.m. in Conference Room 5599 at the County Government Center, 14949 62<sup>nd</sup> Street,

Stillwater, Minnesota. The Parties were afforded full and ample opportunity to present evidence and arguments in support of their respective positions.

During the hearing, there was a dispute between the Parties as to Issue No. 7, Clothing Allowance. The Union proposed new contract language that uniform allowance shall be implemented through a plastic purchasing card with specific application. This position was opposed by the County, with the Employer alleging that the Union's proposal was never certified by the BMS for determination by the Arbitrator. By letter dated April 23, 2013, the Parties agreed to hold the record open until May 1, 2013, in order to obtain a determination by the BMS regarding the clarification of the uniform allowance issue.

On May 6, 2013, the BMS determined that the new plastic purchasing card was not part of the certification under Article 15.1 for Issue No. 7, Clothing Allowance. The Union intends to appeal that decision to the Minnesota Court of Appeals, but the Parties informed the Arbitrator on July 1, 2013, to render his decision on all remaining issues.

The Parties' representatives elected to file electronically post hearing briefs, with an agreed-upon postmark date of May 28, 2013. The post hearing briefs were submitted in accordance with those timelines. The Arbitrator then exchanged the briefs electronically to the Parties' representatives on that date.

**ISSUES ONE AND TWO: WAGES - GENERAL WAGE  
ADJUSTMENT - 2012 AND 2013 - ARTICLE 12.1**

**ISSUES THREE AND FOUR: RANGE MOVEMENT  
INCREMENTS 2012 AND 2013 - ARTICLE 12.1**

**POSITION OF THE UNION**

The Union proposes effective January 1, 2012, a 0.5% general wage adjustment. The Union proposes effective January 1, 2013, a 0.5% general wage adjustment.

The current step structure shall be preserved. Annual increases will be granted in 3% increments until the top of the salary range has been reached. In no event shall an employee's salary exceed the range maximum.

**POSITION OF THE COUNTY**

The County proposes effective January 1, 2012, a 0.0% general wage adjustment. The County proposes effective January 1, 2013, a 0.0% general wage adjustment.

The contract language contained in Article 12.1 should read as follows:

12.1 For 2012 and 2013, employees below the maximum of the salary range who would have been eligible for a step increase based on the 2011 salary schedule shall receive an increase of 1.5% on the employee's anniversary date, not to exceed the range maximum. Employees who are at the maximum of the salary range in 2012, shall receive a 1.5% non-base lump sum payment on their anniversary date based on their regular annual salary. Employees who are at the maximum of the salary range in 2013, shall receive a 2.0% non-base lump sum payment on their anniversary date based on their regular annual salary.

Employees who terminate employment prior to the date of County Board approval of this Agreement shall not be eligible for retroactive general adjustments.

**AWARD**

The County's position is sustained.

**RATIONALE**

The Union represents essential non-licensed Correctional Officers/Dispatchers employed by the County in the following job classifications:

Correctional Officer II  
Correctional Officer Sergeant  
Administrative Sergeant of Operations  
911 Public Safety Dispatcher  
911 Call Taker  
P.S.A.P. Coordinator

There are approximately 99 employees in this bargaining unit, which until the 2012-2013 contract years was formerly represented by Teamsters Local No. 320. The 99 bargaining unit members represent approximately 9.12% of the total workforce in the County (1,085).

The Union's position is predicated on the interest arbitration award rendered by Arbitrator Christine D. Ver Ploeg involving the essential licensed LELS Deputies/Sergeants unit ("Deputies") employed by the County covering the 2012 and 2013 contract years. Washington County and Law Enforcement Labor Services, Inc., BMS Case No. 12-PN-1040 (Ver Ploeg, December 28, 2012).

The Deputies unit contains 85 employees, which represents 7.83% of the total workforce in the County. The Deputies unit received a 0.5% general wage increase in 2012 and 2013, plus their steps were not taken away or frozen-essentially - the Deputies can still move up the range if they are not at top pay, as a result of Arbitrator Ver Ploeg's arbitration award. The Union views the Correctional Officers/Dispatchers unit, which is at impasse in this case, to be the "sister unit" to the Deputies, as they are both essential units, the most similar in size, and have similar law enforcement functions.

At first blush, the Union's claim that the Correctional Officers/Dispatchers unit is comparable to the Deputies unit has some merit with respect to status, size and function. However, a further analysis shows that these units are not comparable for salary purposes.

The Deputies unit is the only unit at the County with a step structure. All other County units, including the Correctional Officers/Dispatchers unit have a salary range. The Correctional Officers/Dispatchers unit voluntarily negotiated an open range structure in 2008. Thus, the County is not seeking, in this arbitration, a change from a step structure to an open range structure as was the case in the Deputies unit interest arbitration. Arbitrator Ver Ploeg determined there was not sufficient justification to unilaterally make a change in the

wage structure from a step structure to a salary range in the interest arbitration forum. Arbitrator Ver Ploeg, therefore, continued the step structure which resulted in minimal cost, and then awarded added a 0.5% general wage increase in 2012-2013.

It is sufficient to note that the minimal cost of steps for the Deputies unit is estimated to be \$28,768 over the two years of the 2012-2013 contract. In contrast, the cost of 3.0% within range movement, as proposed by the Union, in the Correctional Officers/Dispatchers unit is estimated to be \$205,582 over the two years of the 2012-2013 contract. This 3.0% within range movement is more than seven times as costly as the Deputies unit step movement. The total cost of the Deputies unit award is estimated to be approximately \$128,184. If a "comparable" award was rendered in the Correctional Officers/Dispatchers unit, the cost would be approximately \$293,800 over the two years of the 2012-2013 contract. This calculation includes the cost of the general adjustments and steps/range movement, but does not include the cost of other economic items sought by the Union, including clothing allowance, shift differential and holiday pay. In fact, the Union's final position on all impasse items would cost the County \$550,002 compared to the County's position of \$265,940.

The Union suggests that in light of the size of the County this costing difference between the Parties' positions is

"minor." Unfortunately, the costing difference is "major" when one considers that the Union's position fails to recognize that it is a fundamentally unsustainable accounting practice for the County to use their fund balance or net assets to pay for ongoing compounding operating expenses in light of the poor state and national economic climate, which has required governmental belt-tightening.

Even assuming arguendo that the County's financial situation was not an issue, there is a reason, standing alone, to the sustain the County's position. The County's position on the two interrelated components of the wage issues is consistent with the internal settlement pattern established for all other units in the County, except for the Deputies.

The County's proposed movement within the range for bargaining unit members of a 1.5% increase on anniversary date for 2012 and 2013 is consistent with the range movement negotiated with all other bargaining units who have salary ranges, including the 205 AFSCME Exempt unit members, 446 AFSCME Non-Exempt employees, 96 Association of Supervisors members, 17 Assistant Attorney Association members, 45 IUOE Local 49 Public Works members, and 45 Teamsters 320 Probation Officers, as well as within range movement set for 42 non-union employees. This internal pattern has been set by 82.6% of the County's workforce.

The County's proposed non-base lump sum payment for employees at the maximum of the salary range of 1.5% on anniversary date in 2012 and 2.0% on anniversary date in 2013 is consistent with the non-base lump sum payments negotiated with all other bargaining units who have salary ranges, including AFSCME Exempt employees, AFSCME Non-Exempt employees, Association of Supervisors, Assistant Attorney Association, IUOE Local 49 Public Works, and Teamsters 320 Probation Officers, as well as lump sum payments for non-union employees.

Finally, the County's position for a 0.0% general wage increase in 2012 and 2013 is also consistent with the general wage increases negotiated with other bargaining units, including AFSCME Exempt employees, AFSCME Non-Exempt employees, Association of Supervisors, Assistant Attorney Association, IUOE Local 49 Public Works, and Teamsters 320 Probation Officers, as well as general wage increases set for non-union employees.

The significance of consistent internal settlements is not new to the County. Since 1996, there has been a history in the County of uniform settlements among all bargaining units and non-union employees, with only three exceptions, one being the recent Arbitrator Ver Ploeg's award for the Deputies unit. Seven of the eight other bargaining units, as well as the non-union employees, have a consistent compensation package established for 2012 and 2013. These settlements for all of the

units with range structures, representing more than 80% of the employees in the County, are identical to the County's position on the two interrelated components of the wage issues. It is noteworthy that this settlement pattern has been established through voluntary negotiations with the other bargaining units who face the same economic factors as does the Correctional Officers/Dispatchers unit.

Given the differences in place between the Deputies unit and the Correctional Officers/Dispatchers unit in terms of the salary structures, the relevant contract costs and the settlement pattern, which became much more developed after Arbitrator Ver Ploeg's award, it is not appropriate to simply award the Correctional Officers/Dispatchers unit a "me too" with Arbitrator Ver Ploeg's award.

The Union suggests the County is seeking a radical change in the manner in which employees advance through the salary ranges. This is not an accurate statement. The current contract language provides, "No annual increases will be granted in 2011" - employees did not receive 3.0% range movement in 2011.

The County is willing to have the distinction made that the movement within the salary range of 1.5% for 2012 and 1.5% for 2013 is an exception applicable only to 2012 and 2013. After 2013, the preexisting contract language regarding 3.0%

range movement would be in place. This language is found in the second paragraph of Article 13.1 of the contract as follows:

Annual increases will be granted in 3% increments until the top of the salary range has been reached. In no event shall an employee's salary exceed the range maximum.

Thus, it is clear that the Employer's position is only a temporary two-year situation, which will benefit employees after the end of 2012-2013 contract years.

A review of external comparisons establishes that the County provides competitive wages. The historical comparison group consists of Anoka, Carver, Dakota, Olmsted, Ramsey, Scott and St. Louis Counties. The Union's comparable jurisdictions are the same counties used by the County, with the exception of adding Hennepin and Wright counties and omitting St. Louis and Olmsted counties. There was no convincing evidence that Hennepin County and Wright counties are comparable to Washington County.

When compared to this historical external group, the County's maximum wages for 2011 exceed the average maximum wage for Correctional Officers/Dispatchers. Under the County's position, Correctional Officers/Dispatchers will continue to have a maximum wage that exceeds the average maximum wage.

In Washington County, the Detention Sergeant classification is not a supervisor as defined by PELRA. Minn. Stat. § 179A.03. As a result, the Detention Sergeant classification is included

in the same bargaining unit as Correctional Officers. In contrast, of the seven counties in the comparison group, the Detention Sergeant classification in six counties are PELRA supervisors. Given this status, it is not surprising that the wages of a supervisory Detention Sergeant would be higher than those of a non-supervisory Detention Sergeant.

The County's position for a 0.0% general wage increase in 2012 is comparable to the settlements in the comparison counties. Of the seven counties in the comparison group, four of the counties have an internal settlement pattern of 0.0%.

There was no persuasive evidence to show that there is a problem currently with either attraction of qualified candidates for new positions or any issue with people leaving for higher paying positions elsewhere.

There was also no persuasive evidence that by awarding the Employer's position that the Correctional Officers/Dispatchers would be significantly harmed by the C.P.I. since all other County employees, with the exception of the Deputies, will receive the same compensation package.

**ISSUE FIVE: WAGES - JAIL SERGEANTS/COMMUNICATIONS  
CENTER COORDINATORS MINIMUM PAY - NEW**

**POSITION OF THE PARTIES**

The Union proposes the following new language in Article 12.11:

12.11 Sergeants and Communication Center Coordinators:  
Employees classified as Jail Sergeants and Communications Center Coordinators will be paid a minimum of 4% more than the highest paid employee which the Sergeant or Coordinator supervises.

The County is opposed to the new contract language proposed by the Union.

**AWARD**

The County's position is awarded.

**RATIONALE**

The Union proposes new contract language providing that employees classified as Jail Sergeants and Communications Center Coordinators will be paid a minimum of 4% more than the highest paid employee which the Sergeant or Coordinator supervises.

None of the County units have in their collective bargaining agreements any language providing that a promotional position will be paid a minimum of 4% more than the highest paid employee which the promotional position supervises.

There is, however, a guarantee provided in the County Personnel Rules and Regulations that in the event of promotion the new salary of the promoted employee will be at least 4% higher than the employee's previous salary, and will not exceed the salary range. Consequently, when Correctional Officers have been promoted to Correctional Officer Sergeant and when Dispatchers have been promoted to Communication Center Coordinators, the employees have received a minimum of a 4%

salary increase consistent with the County's Personnel Rules and Regulations.

The Union argues in support of their position that a Correctional Officer can make a higher wage than a Sergeant. However, it is a common practice that there are a number of classifications at the County where a supervisor's salary is less than the subordinate's salary. Thus, the internal comparison data does not support the Union's position.

Likewise, the external comparison data does not support the Union's proposed new language. Six of the seven comparison counties do not have a contract provision guaranteeing that Sergeants will be paid more than the employees they supervise.

Contrary to the Union's claim that, "[i]t is common practice to start the supervisory pay scale several percentage points above the highest pay of the rang below it," in virtually all of the comparison counties, the maximum of the Correctional Officer salary range is greater than the minimum of the Correctional Officer Sergeant range. Clearly, the Union's claim is not supported by the evidence.

Finally, this issue is an economic item. The cost of the Union's proposal would be approximately \$68,328. Given the budgetary restraints in place at the County, as well as the lack of any compelling internal or external data, there is no basis to award the Union's position on this issue.

**ISSUE SIX: WAGES - NIGHT SHIFT DIFFERENTIAL - ARTICLE 12.7**

**POSITION OF THE PARTIES**

The County's position is to maintain the current language in Article 12.7 as follows:

12.7 Night/Shift Differential: Employees shall be paid night differential in the amount of \$.75/hr for each hour worked in an eight-hour shift, when the majority of the hours fall between 6:00 P.M. and 6:00 A.M.

The Union proposes to change the contract language in Article 12.7 to read as follows:

12.7 Night/Shift Differential: Employees shall be paid night differential in the amount of \$1.50/hr for each hour worked, when the majority of the hours fall between 3:00 PM and 7:00 AM.

**AWARD**

The Employer's position is sustained.

**RATIONALE**

There is a disagreement between the Parties to whether there was an agreement reached in 2010 between Union Steward Dave Deal, the Sheriff's Office and County Human Resources that shift/night differential will not be paid for partial shift extensions or partial overtime shifts and overtime shifts less than eight hours do not qualify for shift differential even if it is adjacent to a qualifying shift. The County claims that such an agreement was reached.

It is the Union's position that there is no standing arrangement with the County disqualifying partial shift

extensions and partial overtime shifts from shift differential eligibility. The Union claims that when the majority of an employee's hours worked fall between the qualifying shift differential hours, that employee is entitled to receive the shift differential for all hours worked. The Union argues that this language was never clarified in the contract, and it was not a priority to clean up the shift differential language at that time, but there was no agreement on that issue.

Whether an agreement was reached or not between the Parties, cannot be ascertained by the limited evidence received in the record. The Parties need to resolve this issue in grievance arbitration, where all the Parties' arguments can be fully explored and presented.

Moreover, the current contract language providing that shift/night differential is paid for each hour worked in an eight-hour shift, when the majority of the hours fall between 6:00 P.M. and 6:00 A.M. is historical and has been voluntarily maintained in several predecessor collective bargaining agreements between the County and Correctional Officers/Dispatchers. The historical nature of this language demonstrates that it is reasonable and appropriate. Such historical language should not be eliminated or modified through the interest arbitration process and instead should be left to the Parties to address through the give and take of the

bargaining process, especially in light of internal and external data.

The internal comparison data supports the County's position. The Deputies unit has a \$.75 per hour shift differential. The contract language, at issue here, providing that shift differential applies to each hour worked in an eight-hour shift, when the majority of the hours fall between 6:00 P.M. and 6:00 A.M. is similar to the contract language included in the Deputies unit.

The external comparison data does not justify the Union's position. The \$.75 per hour shift differential amount in Washington County is competitive with the hourly rate of the comparable counties (approximately \$.83 per hour for all shifts worked).

The Union's position is also a very costly economic item. The cost of the Union's proposal to increase the shift differential amount from \$0.75 to \$1.50 per hour is estimated to increase the amount paid in shift differential to \$294,400 over the two years of the contract. This estimate is based on actual amounts paid for shift differential in 2011 and 2012. This is an estimated average increase of \$73,600 per year over existing costs. This calculation does not take into consideration the Union's proposal to substantially expand the times to which the shift differential applies. Obviously, the Union's proposal to

expand the time period to which the differential applies would exponentially increase costs.

There is no justification for any increase in the shift/night differential amount or expansion in the hours to which it applies whatsoever based on the enormous cost, the Parties' bargaining history and the internal and external data.

**ISSUE SEVEN: CLOTHING ALLOWANCE - AMOUNT OF  
CLOTHING ALLOWANCE - ARTICLE 15.1**

**POSITION OF THE PARTIES**

The County proposes to maintain the current contract language in Article 15.1 as follows:

15.1 Duty uniform or clothing for each employee shall be designated by the Sheriff. Effective January 1, 2009, each employee shall be compensated in the following amount per year in two (2) equal cash payments, one (1) on or before January 15 and one (1) on or before July 15 in the following total amount of \$400.00 for 2008 and 2009. In 2010 the clothing allowance will increase to a total of \$425.00.

The Union proposes to modify the current language in Article 15.1 to read as follows:

Maximum annual EMPLOYER contribution shall be as follows:

2012 and 2013 - Seven hundred dollars (\$700)

The uniform allowance shall be implemented through a plastic purchasing card and applied as follows:

- a. Each employee will receive a personalized plastic purchasing card.
- b. The card will include a dollar amount limit representing the annual uniform allowance.

- c. An employee may allow the limit to accumulate to a total of two years worth of uniform allowance. The balance may be carried over from one year to the next, but may not exceed two years worth of uniform allowance.
- d. If the employee leaves the County Sheriff's Office, the employee will be issued payment for the balance remaining on the card. Such payment shall be subject to federal and state tax.
- e. The Sheriff or designee will meet with representatives of the UNION to clarify what items may be purchased with the plastic purchasing card or qualify as uniform items.
- f. Once a list of items is determined, items may be added or deleted from the list subject to mutual agreement of the parties.
- g. An employee will submit a form on a monthly basis that states the uniform item(s) purchased and copies of the receipts or sales slips.
- h. The employee will reimburse the COUNTY for the purchase of unauthorized items or when the employee's balance is exceeded.

**AWARD**

The County shall increase the clothing allowance from the current total amount of \$425 to a total amount of \$530 for 2012 and 2013.

**RATIONALE**

As noted in the Commissioner's Ruling on Request for Reconsideration, the issue before the Arbitrator is the amount of the clothing allowance. A plastic purchasing card system is not before the Arbitrator at this time, pending review by the Minnesota Court of Appeals.

There has been a historical relationship between the clothing allowance amount provided to Deputies and the clothing allowance provided to Correctional Officers/Dispatchers. Since at least 2000, the Deputies clothing allowance has been approximately \$200 more than the Correctional Officers/Dispatchers. For 2012 and 2013, the Deputies clothing allowance is a total amount of \$730. Thus, the Arbitrator's award of a total amount of \$530 for 2012 and 2013 for Correctional Officers/Dispatchers maintains the historical relationship that has existed for many years between these two law enforcement units.

**ISSUE EIGHT: CLOTHING ALLOWANCE - DAMAGED  
CLOTHING REPLACEMENT - ARTICLE 15.4**

**POSITION OF THE PARTIES**

The County's position is to maintain the current language in Article 15.4 as follows:

15.4 An employee may apply for the replacement of personal articles or clothing damaged in the line of duty. The decision to pay for all or part of the replacement costs will be made by the EMPLOYER and shall not be appealable. The criteria that will be used by the EMPLOYER will include, but is not limited to, the circumstances of damage, the condition of the article prior to and after the event, the value of the article and the reasonableness of use.

The Union's position is that an employee may apply for the replacement of personal articles or clothing damaged in the line of duty.

## **AWARD**

Article 15.4 shall read as follows:

15.4 An employee may apply for the replacement of personal articles or clothing damaged in the line of duty. The decision to pay for all or part of the replacement costs will be made by the EMPLOYER, but is appealable through the grievance procedure. The criteria that will be used by the EMPLOYER will include, but is not limited to, the circumstances of damage, the condition of the article prior to and after the event, the value of the article and the reasonableness of use.

## **RATIONALE**

Currently, under Article 15.4 Correctional Officers/ Dispatchers can get personal articles or clothing damaged in the line of duty replaced, but it is entirely within the Employer's discretion and its decision is not appealable.

The Arbitrator's award allows the Correctional Officers/ Dispatchers to appeal an Employer's denial of personal articles or clothing damaged in the line of duty, but at the same time retains the other portions of this contract language in Article 15.4.

Since Correctional Officers/Dispatchers can appeal through the contractual grievance procedure a violation of the collective bargaining agreement for those terms and conditions contained within the contract, it is only sensible and reasonable that they have the same opportunity to appeal an Employer's denial of personal articles or clothing damaged in the line of duty.

**ISSUE NINE: HOLIDAY PAY - AMOUNT OF PAY FOR TIME  
WORKED ON HOLIDAY - ARTICLE 19.3**

**POSITION OF THE PARTIES**

The County's position is to maintain the current language in Article 19.3 as follows:

19.3 Employees who work on a designated holiday shall receive one and one-half (1-1/2) times their regular rate of pay for all hours worked, plus holiday pay. For the purpose of this section the eligible holiday shall be the actual holiday rather than the legal holiday if such days are different.

Employees who work on an actual holiday will receive premium pay for all hours worked on that day. Employees who do not work the actual holiday, but work the legal holiday, will receive premium pay for all hours worked on that day. Employees who work both the actual holiday and the legal holiday shall receive premium pay only for the hours worked on the actual holiday.

There shall be no pyramiding, compounding or other additions to any premium pay.

The Union's position is to modify the current language in Article 19.3 to read as follows:

19.3 Employees who work on a designated holiday shall receive holiday premium pay equal to one and one-half (1-1/2) times their regular rate of pay for all hours worked, plus holiday pay. For the purpose of this section the eligible holiday shall be the actual holiday rather than the legal holiday if such days are different.

Employees who work on an actual holiday will receive premium pay for all hours worked on that day. Employees who do not work the actual holiday, but work the legal holiday, will receive premium pay for all hours worked on that day. Employees who work both the actual holiday and the legal holiday shall receive premium pay only for the hours worked on the actual holiday.

The EMPLOYER and EMPLOYEES agree that overtime earned on holidays is considered wages and calculated separately from the holiday premium pay.

**AWARD**

The Employer's position is sustained.

**RATIONALE**

The Union's position seeks to eliminate the no pyramiding clause in the holiday article and to add new language specifically allowing for the pyramiding of overtime compensation and holiday premium pay. This would increase an employee's compensation on a holiday in an amount ranging from 2.25% up to 20.0% through the pyramiding of overtime compensation on top of holiday premium pay, which is not justified by the increased cost, or any internal or external comparables.

The Parties are to be complemented on their professional conduct at the hearing and the comprehensiveness of their oral presentations and their written post hearing briefs.

/s/ Richard John Miller

Dated July 7, 2013, at Maple Grove, Minnesota.