

## ARBITRATION CASE

Washington County Educational  
Classified Employees Association

v.

Board of Education of  
Washington County

**Issue: (Use exact issue as framed)**

"The stipulated issue in this proceeding is whether or not classified employees, including both 10-month and 12-month employees, are entitled to holiday pay pursuant to Article 3.7 of the Agreement for work performed on February 19, 1996."

**CONTRACT PROVISION(S):**

3.7 Pay, Holidays - Employees who are required to work on a regular official holiday (see Article 4.2) receive an additional regular one and one half day's pay. Other non-work days are worked at straight time or for comp time.

4.21 Holidays - Holidays for 12-month employees are: Labor Day, Association Day, Thanksgiving +1, Christmas +1, New Year's Day, Martin Luther King Day, Good Friday, Easter Monday, Memorial Day, July 4, and five (5) other days as determined by the Board.

**DECISION: (Include brief synopsis of arbitrator's reasoning)**

The grievance is denied. Contract language allows the Board to designate 5 days as holidays, and February 19, 1996 (President's Day) was one of the 5 designated. However, due to bad weather, it was necessary to hold school on that day. The Board "undesigned" February 19 as a contract holiday and in its place designated a day in June after school ended as the 5th day. Ultimately, 10-month employees worked on and were paid for the contracted amount of days. The contract guarantees them no holidays. Twelve-month employees worked the prerequisite amount of days, were paid for the prerequisite number of days and received 17 paid holidays as required in the contract.

**COMMENTS: (Local negotiator input on effects of decision on system)**

The decision settles an ongoing controversy as to whether or not 10-month employees are promised "holidays". They are not. It also affirms the right of the Board to change the five holidays "as determined by the Board" mid-year as it deems necessary.