Source: Arbitration Decisions > Labor Arbitration Decisions > Romeo Community Schools, 132 LA 1242 (Arb. 2013)

132 LA 1242
Romeo Community Schools
Decision of Arbitrator

AAA Case No. 54-390-00216-13

December 2, 2013

In re ROMEO [Mich.] COMMUNITY SCHOOLS and ROMEO OFFICE SUPPORT PERSONNEL ASSOCIATION, MEA/NEA

Arbitrator(s)

Arbitrator: Lee Hornberger

Headnotes

VACATION

[1] Laid-off employee ‣100.5203 ‣100.68

School employee, who first worked as 10-month employee, was then laid off, and then returned as 12-month employee, is entitled to same prorated vacation as employee who went from being 10-month employee to 12-month employee without layoff, despite contention that collective-bargaining agreement stating that "vacation pay earned in one year will be used in subsequent work year(s)," means that employee had to work in previous year, where sentence does not say "immediate prior year."

[2] Laid-off employee ‣100.5203 ‣100.68

School employee, who first worked as 10-month employee, was then laid off, and then returned as 12-month employee, is entitled to same prorated vacation as employee who went from being 10-month employee to 12-month employee without layoff, even if first clause of collective-bargaining agreement provision on vacation eligibility is interpreted to deny eligibility to employee who was on layoff, where second clause, defining prorated benefits, begins with "however," which indicates that second clause is contradictory to first.

[3] Laid-off employee — Past practice ‣100.5203 ‣100.68 ‣24.366

School employee, who first worked as 10-month employee, was then laid off, and then returned as 12-month employee, is entitled to same prorated vacation as employee who went from being 10-month employee to 12-month employee without layoff, despite contention that there was past practice of not giving benefit in such situation because none had ever been given, where situation had not arisen before and so no past practice had been created.

Attorneys

Appearances: For the employer—John L. Gierak (Clark Hill PLC), attorney. For the union—Freya B Weberman, executive director.

Opinion Text

Opinion By:

HORNBERGER, Arbitrator.

Introduction

This arbitration arises pursuant to a Collective Bargaining Agreement (CBA) between Romeo Office Support Personnel Association, MEA/NEA, [ROSPA] and Romeo Community Schools [District]. ROSPA contends that the District violated the CBA when it denied Grievant nine days of prorated vacation when she was recalled to a 12-month Secretary position. The District maintains that it did not violate the CBA when it did not provide Grievant with nine days of prorated vacation when she was recalled.

Issue

According to ROSPA, the issue is "Whether the plain language of Article XVIII(B) should be followed so as to entitle a 10 1/2 month employee to immediate prorated vacation days upon recall to a 12-month position? ROSPA answers yes. The District answers no."

According to the District, the issue is "Whether the District violated Article XVIII(B) when it failed to give Grievant, who had been on layoff for three years and was recalled to a 12-month position in October 2012, a pro-rated number of vacation days for immediate use during the 2012-13 school year, where Article XVIII(B) expressly provides that 'vacation pay earned in one year will be used in the subsequent work year(s)'?"

Page 1243

Relevant Contractual Language

ARTICLE II
MANAGEMENT RIGHTS

A. It is expressly agreed that all rights and prerogatives, which ordinarily vest in and have been exercised by the Employer, except those who are clearly and expressly relinquished herein by the Employer, shall continue to vest exclusively in and be exercised exclusively by the Employer without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:

1. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel, and scheduling of all the foregoing.

2. The right to establish, modify, or change any work or business or school hours or days.

3. The right to direct the working forces, including the right to hire, promote, transfer, discipline, and/or reassign employees, assign work or duties to employees, provided that the work and/or duties are reasonably related to the employee's classification, determine the size of the work force, and to layoff employees.

4. Determine the services, supplies, and equipment necessary to continue its operation and to determine all methods and means of distribution, disseminating, and/or selling its services, methods, schedules, and standards of operation, the means, methods and processes of carrying on the work, and the institution of new and/or improved methods or changes therein.

5. Adopt rules and regulations.

6. Determine the qualifications of employees.

7. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions, or subdivisions thereof, and the relocation or closing of offices, departments, divisions, or subdivisions, buildings, or other facilities.

B. The policy making functions rest exclusively with the Board.

C. All of the above items shall not be in conflict with the specific provisions of

this Agreement.

D. It is recognized that previously adopted Board policies, administrative rules and regulations and past operation procedures not covered by this contract shall continue in effect.

ARTICLE IX
GRIEVANCE PROCEDURE

O. Powers of the Arbitrator

It shall be the function of the arbitrator, and the arbitrator shall be empowered, except as the powers are limited below, after due investigation, to make a recommendation in cases of alleged violation, misapplication, or misinterpretation of the specific Articles and Sections of this Agreement.

1. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

2. The arbitrator shall have no power to establish new wage scales or change any wage established in this contract.

3. The arbitrator shall have no power to change any practice, policy, or rule of the Board except as these practices, policies or rules are in violation of this contract. The arbitrator's powers shall be limited to deciding whether the Employer has violated, misinterpreted, or misapplied Articles or Sections of this Agreement; and the arbitrator shall not imply obligations and conditions binding upon the Employer from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved and legal rights of the Employer.

4. Should either party dispute the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall first rule the question of arbitrability. Should it be determined that the matter is not arbitrable, it shall be referred back to the parties without recommendation on its merits.

5. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

6. The fees and expenses of the arbitrator shall be shared equally by the Employer and the Association. If the arbitration is held during school time, individuals needed at the hearing shall be released at no diminishment of benefits. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the expense of witnesses called by the other.

ARTICLE XIII
LAYOFF AND RECALL

G. Employees have the right to decline recall to positions which are of a different class from the class the Employee held prior to layoff, or has fewer hours, and retain all recall rights. Employees do not have the right to decline recall to positions of the same class the Employee held prior to layoff. Refusal to accept this position will result

Page 1244

in termination and the Employee's future recall rights.

ARTICLE XVIII
VACATION

A. Twelve month employees shall receive vacation in accordance with the following chart:

1-2 years	10 vacation days
3-5 years	12 vacation days
6-8 years	14 vacation days
9 years	15 vacation days

10 years 16 vacation days
11 years 18 vacation days
12 years 19 vacation days
13 years 20 vacation days
14 years 21 vacation days
15 years 22 vacation days

B. Vacation pay earned in one year will be used in the subsequent work year(s). However, when a 10-month employee from the bargaining unit who has already worked at least one year takes a 12-month position, he/she will receive a prorata number of vacation days in accordance with the above schedule without a one-year wait period. (i.e. if a 10-month employee with 11 years takes a 12-month position halfway through the fiscal year in January, he/she shall receive 9 'vacation days for the remainder of the fiscal year). Effective 2000-2001, earned vacation days can accumulate up to no more than thirty (30) days. Any current member with days beyond thirty (30) will have this accumulation frozen. Each twelve (12) month employee can once during the school year choose to receive payment within thirty (30) days for up to ten (10) of his/her accumulated vacation days. Days accumulated at the time of an Employee's resignation, termination, or retirement will be paid. Payment for these unused vacation days is not reportable as income for MPSERS.

Review of the Factual Presentations

The Romeo Community Schools is a public school district that serves approximately 5,400 students. ROSPA represents approximately 23 employees who perform secretarial and other administrative support for the District.

Unit employees are identified in two ways: first, by job classification, and, second, by number of months worked per year. There are three job classifications: Class I, Class II and Class III. The job classifications are defined by title/duties and pay rate. Employees are also identified by whether an employee works 10 1/2 or 12 months. Art. XVI(A). At the hearing, the parties agreed that 10-month and 10 1/2 month employees are interchangeable terms.

Grievant Janice Rock was hired on July 15, 2003, as a Class III, 12-month employee. She was laid off June 30, 2004. As a 12-month employee she accrued vacation time. Art. XVIII(A).

Grievant was recalled to work on August 16, 2004, to a Class III, 10-month position. As a 10-month employee, she did not accrue or have vacation time. Accordingly, on August 27, 2004, the District paid her for her 10 accumulated vacation days earned during the 2003-04 school year. She was laid off on June 30, 2005.

She was recalled to a Class III, 10-month position on August 26, 2006. She was laid off on June 19, 2009. At time of the June 19, 2009, layoff, she had worked three years as a Class III, 10-month employee.

She was recalled to work on October 10, 2012, as a Class III, 12-month employee.

During the period from June 2009 to her return to work as a Class III, 12-month employee on October 10, 2012, Grievant was on layoff status.

Grievant believed she had been a 10-month employee who had already worked at least one year when she "took" the 12-month position on October 10, 2012, and was therefore entitled to nine days of accrued vacation time.

The District believed that Grievant was an employee on layoff status, not a 10-month employee, and had not worked the immediate prior year, when she "took" the 12-month position on October 10, 2012, and was therefore not entitled to accrued vacation time.

ROSPA filed a grievance on March 4, 2013. The grievance indicated:

> Janice was recalled to a 12-month position during the 2012/13 school year. Previously, she was a 10 1/2 month employee. She had worked 7 years for the District before her layoff in 2008-2009. She would receive a prorate number of vacation days in accordance with the schedule in Section A of

> Article XVIII without a one year wait period.

The District's March 7, 2013, Step 2 response indicated, in part:

> Grievant's initial employment with the District began on July 15, 2003. Since her employment began with the District, Janice was displaced from several positions. The last position she worked in was a 6 hour, 10-month building secretary position for school year 2008-2009. For
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> **Page 1245**
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> school years 2009-2010, 2010-2011 and 2011-2012 Janice was a ROSPA member on layoff. Janice was recalled from layoff status to a 12-month secretarial position with the District. Her recall was effective October 10, 2012, when she moved from layoff status to active status. I concur, as stated in your grievance, that Janice previously was a 10-month employee. However, at the time of recall, she was not a 10-month employee receiving a salary, health benefits, sick leave, etc., who took a 12-month position. Janice was a bargaining unit member on layoff.

ROSPA filed an arbitration demand and the matter proceeded to arbitration.

Contentions of the Parties

a. For ROSPA

ROSPA contends that the District disregarded clear and unambiguous CBA language that provides for immediate credit of prorated vacation days for 10 1/2 month employees who have worked at least one year who take a 12-month position. The District's argument that clear and unambiguous CBA language does not apply is wholly without support. Grievant was a Class III 10 1/2 month employee, she retained that status while on layoff, had worked at least one year, and thereafter took a 12-month position. Accordingly, based on the clear and unambiguous CBA language, as well as the CBA taken as a whole, Grievant was entitled to nine days vacation immediately upon taking the 12-month position on October 10, 2012.

Under the "plain meaning rule," words that are plain, clear, and convey a distinct idea get their meaning entirely from the language that is used. There is no need to resort to interpretation. "… [It is] axiomatic that the clear, unambiguous language of the agreement must be honored…." *Michigan Dep't of Soc. Servs.*, 82 LA 114, 116 (Fieger, 1983); "Although an arbitrator's award is given great deference by a reviewing court, the arbitrator is not free to ignore or abandon the plain language of [the CBA]…." *Excel Corp. v. UFCW, Local 431*, 102 F.3d 1464, 1468 [154 LRRM 2154] (8th Cir. 1996). There is no basis to add to or infer additional language to the clear language of the parties' CBA.

ROSPA requests that I grant the grievance and award Grievant nine vacation days as of October 10, 2012, and grant any other relief that is deemed just and equitable.

b. For the District

The District contends that when Grievant was recalled, she had no earned or accumulated vacation pay that had been carried over from her past work for the District. She was not entitled to any vacation pay when she was recalled to a 12-month position in October 2012. Rather, Grievant would be earning vacation pay during the 2012-2013 school year from October 2012 to the end of the school year in June 2013, for her to use in the following school year in 2013-2014. Vacation pay is earned the first year to be used the subsequent year.

Grievant was not a 10-month employee when she was recalled to the 12-month position. She was on layoff, not working at all. At the time she was recalled, she had not "already worked at least one year." She had been on layoff and not working for more than three years.

The District's interpretation of Art XVIII is consistent with long-established principles of contract construction, such as: Giving the language of the CBA the plain meaning intended by such language; interpreting the CBA provision at issue in light of the purpose of the provision; interpreting the CBA as a whole, giving effect to all provisions within the CBA so that they are consistent with one another; interpreting the CBA in a manner to avoid a problematic or nonsensical result in favor of a just and reasonable result; and interpreting such language in light of the custom and past practice of the parties. ROSPA's proposed interpretation of Art XVIII(B), on the other hand, is not supported by any of the established rules and standards of contract construction. Accordingly, ROSPA's proposed interpretation and application of Art XVIII(B) must be rejected, and the grievance denied.

Discussion and Decision

The instant case involves a contract interpretation in which I am called upon to determine the meaning of some portion of the CBA between the parties. I may refer to sources other than the CBA for enlightenment as to the meaning of various provisions of the CBA. My essential role, however, is to interpret the language of the CBA with a view to determining what the parties intended when they bargained for the disputed provisions of the CBA. Indeed, the validity of the award is dependent upon my drawing the essence of

Page 1246

the award from the plain language of the CBA. It is not for me to fashion my own brand of workplace justice or to add to or delete language from the CBA.

In determining the meaning of the instant CBA, then, I draw the essence of the meaning of the CBA from the terms of the CBA of the parties. Central to the resolution of any CBA application dispute is a determination of the parties' intent as to specific CBA provisions. In undertaking this analysis, I will first examine the language used by the parties. If the language is ambiguous, I will assess comments made when the bargain was reached, assuming there is evidence on the subject. In addition, I will examine previous practice by the parties related to the subject. When direct evidence is not available, circumstantial evidence may be determinative.

For the reasons that follow, I conclude Grievant is entitled to nine hours of prorata vacation time. This is because (1) she had previously worked three years and the CBA does not require under the unique facts of this particular case that she have worked the immediate prior year and (2) she retained some CBA guaranteed status rights of a Class III, 10-month employee while on layoff and was not a mere employee on layoff.

This is a contract interpretation case. The basic issue revolves around whether Grievant was entitled to nine days of prorata vacation time when she became a 12-month Secretary in October 2012. "Employees have no inherent right to vacations, rather, vacation rights arise out of the contract." Elkouri & Elkouri, *How Arbitration Works* (7th ed.), p. 17-3. ROSPA maintains that Grievant had been a 10-month employee who had already worked at least one year when she "took" the 12-month position on October 10, 2012, and was therefore entitled to nine days of prorata vacation time. The District maintains that Grievant was an employee on layoff status, not a 10-month employee, and had not worked the immediate prior year, when she "took" the 12-month position on October 10, 2012, and was therefore not entitled to any prorata vacation time.

There is no evidence concerning negotiating history or relevant past practice. *Id.*, p. 9-30.

All of the witnesses testified honestly and to the best of their recollections. The good faith testimony of the witnesses does not resolve the CBA interpretation issue.

Article XVIII(B) provides in pertinent part that:

> Vacation pay earned in one year will be used in the subsequent work year(s). However, when a 10-month employee from the bargaining unit who has already worked at least one year takes a 12-month position, he/she will receive a prorata number of vacation days in accordance with the above schedule without a one-year wait period. (i.e. if a 10-month employee with 11 years takes a 12-month position halfway through the fiscal year in January, he/she shall receive 9 vacation days for the remainder of the fiscal year)…. .

[1] The District maintains that "vacation pay earned in one year will be used in the subsequent work year(s)" means the employee has had to work during the immediate prior year, not three years that ended years earlier. But the sentence does not say the "immediate" prior year. Without aid from negotiating history or past practice, I cannot add the word "immediate" to the sentence in the unique circumstances of this case and especially in light of the "however" sentence. If the parties had wanted to say "immediate," they could have. They did not. Elkouri & Elkouri, pp. 9-27 to 9-28.

The "however" sentence says "However, when a 10-month employee from the bargaining unit who has already worked at least one year takes a 12-month position, he/she will receive a prorata number of vacation days in accordance with the above schedule without a one-year wait period." The use of the word "however" is more than a mere transition from the first sentence to the second sentence. "Ordinarily, all words used in an agreement should be given effect. The fact that a word is used indicates that the parties

intended it to have some meaning…." *Id.*, p. 9-35. In the absence of evidence of mutual understanding of the CBA, dictionary definitions of the word "however" can be considered. *Id.*, p. 9-23.

I will give the word "however" its ordinary and popularly accepted meaning. There is no different CBA definition or evidence indicating it was used in a different sense or the parties intended some special meaning. *Id.*, pp. 9-21 to 9-22.

The common meaning of "however" is "used to introduce a statement that contrasts with or seems to contradict something that has been said previously. *People tend to put on weight in middle age. However, gaining*

weight is not inevitable." *New Oxford American Dictionary*, p. 846 (3rd ed.) (2010). Italics in original. "Contrast" means to "the state of being strikingly different from something else, typically something in juxtaposition or close association…." *Id.*, p. 378.

[2] Based on the common understanding of the word "however," the second sentence was intended to "contradict" and "be [] strikingly different from" the first sentence. Even if the first sentence does mean that ordinarily the worked year has to mean the immediate prior year, the argued immediate prior year work requirement does not apply if the requirements of the "however" second sentence are met.

In light of the word "however," Grievant becoming a 12-month Secretary in October 2012 met the requirements of the second sentence. She had "already worked at least one year…." She "[took] a 12-month position."

The District maintains that Grievant was not a 10-month employee when she took the 12-month position. The District maintains that she was an employee on layoff without a 10-month designation.

ROSPA maintains that Grievant was a 10-month employee while she was on layoff in light of Art. XIII(G). Art. XIII(G) provides that:

> Employees have the right to decline recall to positions which are of a different class from the class the Employee held prior to layoff, or has fewer hours, and retain all recall rights. Employees do not have the right to decline recall to positions of the same class the Employee held prior to layoff. Refusal to accept this position will result in termination and the Employee's future recall rights.

Grievant was laid off from a Class III, 10-month position on June 19, 2009. In light of Art. XIII(G), Grievant retained the right to decline recall to positions which are of a different class than the Class III, 10-month position from which she had been laid off. Grievant did not become a mere laid off employee on June 19, 2009. She became a laid off Class III, 10-month employee. Therefore, when she "took" a Class III, 12-month employee position on October 10, 2012, she was "a 10-month employee … tak[ing] a 12-month position…."

Disputed portions of the CBA should be read in light of the entire CBA. Elkouri & Elkouri, pp. 9-25 to 9-34. All words used in a CBA should be given effect. *Id.*, p. 9-35.

If the wording of the CBA is clear and definite, the clear language should be enforced. The CBA should be interpreted as a whole. If the wording of the CBA is unclear, vague, and indefinite, the interpretation of the parties and their practices will carry considerable weight. The interpretation considered by me must be a reasonable one.

The District has made a number of serious arguments. I have seriously considered all of them.

The District argues that the sentence "Vacation pay earned in one year will be used in the subsequent work year(s)" means that an employee earns vacation in the first year that he/she works and is eligible for vacation pay, and he/she uses vacation and receives vacation pay only in the second year after he/she has earned it; and at the time that the Grievant was recalled, she had not "already worked at least one year;" rather, she had been on layoff not working for more than three years. This argument does not control for a number of reasons. First, the use of the word "however" at the beginning of the next sentence in the CBA means the next sentence "contradicts," is "strikingly different," and is "in spite of" the meaning of the first sentence. Second, in light of the "however" sentence, a 10-month employee being recalled from layoff to take a 12-month position does not have to have physically worked the one year in the immediate prior year.

The District argues that Art XIII(G) does not state that employees retain their classification and 10, 101/2 or 12-month status while on layoff; it merely ensures an employee on layoff will not be required to accept a position via recall that pays less and/or which has fewer hours than the position from which they were laid off; and this provision has no application to vacation benefits under the CBA, which are in an entirely different section of the CBA; and Grievant was not a 10-month employee when she was recalled to the 12-month position; rather she was on layoff, not working at all. This argument does not control for a number of reasons. First, Art XIII(G) enables employees to refuse recall to a different classification than the classification held by the employee at the time of layoff. Second, Art XIII creates CBA job classification status rights in the laid off employee which in the case at bar means Grievant was a laid off Class III, 10-month employee rather than a

Page 1248

laid off employee without status. Third, employees are identified in two ways by the CBA: by job classification - Class I, Class II and Class III and by months worked per year; qualifications, job duties and pay define the job classification, while months worked per year are associated with certain positions within the job classifications. Art XVI(A). Fourth, an employee's status identity based on classification and months worked per year controls layoff, recall and bumping rights, Art. XIII(D) and (G); a laid off 12-month employee can refuse recall to a 10 1/2 month position. *Id.* Fifth, while Grievant was on layoff she continued to accrue seniority. Art. XIII(H). Sixth, an employee's status identity based on classification and months worked per year also governs paid holidays, Art. XVII (A and B), and vacation time. Art. XVIII(A). Seventh, while Grievant was on layoff she retained status as a Class III, 10-month employee.

The District argues that ROSPA's interpretation of the second sentence of Art. XVIII(B) puts the second sentence into direct conflict with the first sentence of Art. XVIII(B); when one views the first and second sentences together, it is clear that the second sentence of Art. XVIII(B) reflects back to the first sentence of Art XVIII(B) (hence the use of the word "however" at the beginning of the second sentence), and it clarifies application of the first sentence of Art. XVIII(B) in a certain situation; the intent of the second sentence is to avoid the unfairness that would result if some provision were not made to count the working time of employees moving from a 10 or 10 1/2 month position to a 12-month position in the middle of the school year; and this interpretation enables the first and second sentences to be interpreted consistently with one another, as it maintains the principle, plainly set forth in the first sentence, that vacation pay is first earned in one year, and then used in the subsequent year. This argument does not control for a number of reasons. First, "however" does not mean "reflect back," it means "contradicts," "strikingly different," and "in spite of." Second, the word "however" does not "clarify" the first sentence, it "contradicts," is "strikingly different," and is "in spite of" the first sentence. Third, there is no evidence of what the negotiating history of the two sentences was or what the drafters of the sentences meant, and hence I am required to interpret the meaning of the CBA terms without the aid of evidence of the authors' intentions other than the words put by the drafters into the CBA.

The District argues that under ROSPA's proposed interpretation, Grievant would receive vacation pay without having to earn that pay through actually working for the District in the previous school year, which would be a windfall received by no one else in the bargaining unit; and on the other hand, the District's interpretation does not result in such an inequitable result, and still maintains the core principle in Art. XVIII that vacation pay is earned in one year, and then used in the subsequent year. This argument does not control for a number of reasons. First, there is no language that says the worked year has to be the immediate prior year under the unique facts of this case. Second, Grievant had three years of prior work. Third, the analysis in this case involves, in part, the second sentence and the impact of the second sentence on the first sentence in light of the "however" word chosen by the parties.

[3] The District argues that the District's interpretation is consistent with the District's past practice in implementing Art. XVIII; there is no evidence that an employee in a situation similar to that of Grievant ever received prorata vacation pay for immediate use; to the contrary, the evidence is that the District has consistently followed the principle plainly set forth in the first sentence of Art. XVIII(B) that vacation pay is earned in the first year that an employee works and is eligible for vacation pay, and the employee uses vacation days and receives vacation pay only in the second year after it was earned. This argument does not control for a number of reasons. First, there is no evidence that the situation in this case has ever arisen before. Second, there is no evidence that a 10-month employee on layoff has ever been recalled to or "took" a 12-month position. Third, the prior examples in the record involved situations where incumbent already physically working 10-month employees "took" a 12-month position.

The crucial points in this case include (1) the unique unprecedented facts of this case, (2) Grievant having three prior years of work, (3) Grievant having CBA created status of a Class III, 10-month employee while

on layoff, (4) the second sentence beginning with the

word "however" which means the second sentence linguistically "contradicts," is "strikingly different," and is "in spite of" the first sentence, (5) the plain and unambiguous wording of the second sentence, (6) the absence of negotiating history, (7) the absence of past practice under similar circumstances, (8) the totality of the circumstances, and (9) the wording of the CBA.

Art. XVIII(B) entitles a 10 1/2 month employee to immediate prorated vacation days upon recall to a 12-month position under the unique facts of this case. The District violated Art. XVIII(B) when it failed to give Grievant, who had been on layoff for three years and was recalled to a 12-month position, a pro-rated number of vacation days for immediate use during the 2012-2013 school year, under the unique facts of this case.

This decision neither addresses nor decides issues not raised by the parties.

In conclusion, Grievant was a Class III, 10 1/2 month employee, retained that status while on layoff, had worked at least one year, and thereafter took a 12-month position. Grievant was entitled to nine days vacation immediately upon taking the 12-month position on October 10, 2012.

AWARD

Having heard or read and carefully reviewed the evidence and argumentative materials in this case and in light of the above discussion, I grant the grievance and award Grievant nine vacation days as of October 10, 2012.

- End of Case -

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