BEFORE THE ARBITRATOR

In the Matter of the Arbitration of a Dispute Between	
MARATHON COUNTY DEPARTMENT OF SOCIAL SERVICES AND COURTHOUSE EMPLOYEES, LOCAL 2492 (Paraprofessional and Clerical Unit); MARATHON COUNTY DEPARTMENT OF SOCIAL SERVICES AND COURTHOUSE EMPLOYEES, LOCAL 2492-A (Professional Unit); MARATHON COUNTY HEALTH DEPARTMENT EMPLOYEES UNION, LOCAL 2492-B; MARATHON COUNTY PROFESSIONAL EMPLOYEES IN THE COURTHOUSE AND AFFILIATED DEPARTMENTS, LOCAL 2492-D; MARATHON COUNTY COURTHOUSE & AFFILIATED DEPARTMENTS NON-PROFESSIONAL EMPLOYEES, LOCAL 2492-E, AFSCME, AFL-CIO	Case 156 No. 42483 MA-5698
and	
COUNTY OF MARATHON	

Appearances:

Mr. Philip Salamone, Staff Representative, Wisconsin Council 40, AFSCME, AFL-CIO, N-419 Birch Lane, Hatley, Wisconsin 54440, appearing on behalf of: Marathon County Department of Social Services and Courthouse Employees, Local 2492, (paraprofessional and clerical unit); Marathon County Department of Social Services and Courthouse Employees, Local 2492-A (professional unit); Marathon County Health Department Employees Union Local 2492-B; Marathon County Professional Employees in the Courthouse and Affiliated Departments, Local 2492-D; and Marathon County Courthouse & Affiliated Departments Non-Professional Employees, Local 2492-E, AFSCME, AFL-CIO, collectively referred to below as the Union and individually referred to below by the Local number/letter designation.

Mr. Dean R. Dietrich and Mr. Jeffrey T. Jones, Mulcahy & Wherry, S.C., Attorneys at Law, 401 Fifth Street, P.O. Box 1004, Wausau, Wisconsin 54402-1004, appearing on behalf of the County of Marathon, referred to below as the County.

ARBITRATION AWARD

The Union and the County are parties to collective bargaining agreements which were in effect at all times relevant to this proceeding and which provide for final and binding arbitration of certain disputes. The Union requested, and the County agreed, that the Wisconsin Employment Relations Commission appoint an Arbitrator to resolve a dispute reflected in a series of grievances filed by each Local noted above. The Union and the County agreed to consolidate the grievances into one proceeding. The Commission appointed Beverly M. Massing, a member of its staff, to serve as Arbitrator. Hearing on the matter was scheduled for September 29, 1989, and then rescheduled for October 19, 1989. Hearing was conducted in Wausau, Wisconsin, on October 19, 1989. The hearing was not transcribed, and the parties stipulated the evidentiary record, which did not require any witness testimony. After this hearing, but before completion of the agreed upon briefing schedule, Arbitrator Massing resigned from the Commission. The parties filed briefs and reply briefs by December 21, 1989. On January 9, 1990, the Commission appointed Richard B. McLaughlin, a member of its staff, to serve as Arbitrator.

ISSUES

The parties did not stipulate the issues for decision. I have determined the record poses the following issues:

> Does the County violate the collective bargaining agreements of Locals 2492, 2492-A, 2492-B, 2492-D and 2492-E by granting the increase in the mileage reimbursement rate to Union employes under the same conditions as the increase in the mileage reimbursement rate is granted to non-Union employes?
>
> If so, what is the appropriate remedy?

RELEVANT CONTRACT PROVISIONS

THE LOCAL 2492 AGREEMENT

ARTICLE 22 - TRAVEL EXPENSE

A. Mileage Allowance: All employes required to use their private automobile for County business shall receive eighteen ($.18) per mile. In the event the County increases the mileage allowance applicable to nonunion County employees, employees in this bargaining unit will receive the same cent per mile increase added to the eighteen cents ($.18) per mile.

B. Car Allowance: Employees who are regularly required to use their private automobile for County business, shall receive a car allowance of twenty dollars ($20) per month.

THE LOCAL 2492-A AGREEMENT

ARTICLE 22 - TRAVEL EXPENSE

A. Mileage Allowance: Effective July 1, 1983, all employees required to use their private automobile for County business shall receive nineteen cents ($.19) per mile. In the event the County increases the mileage allowance applicable to nonunion County employees above the rate paid to employees under this provision (including two cents ($.02) for car allowance), employees in this bargaining unit shall receive the same increase added to the current per mile figure.

B. Car Allowance: Employees who are regularly required to use their private automobile for County business shall receive a car allowance of twenty dollars ($20) per month.

THE LOCAL 2492-B AGREEMENT

ARTICLE 22 - TRAVEL REIMBURSEMENT

A. Mileage Allowance: All employees required to use their private automobile for County business shall receive twenty-one ($.21) per mile for all miles traveled. In the event the County increases the mileage allowance applicable to nonunion County employees, employees in this bargaining unit will receive the same cent per mile increase provided the mileage rate increase results in a reimbursement rate higher than twenty-one cents ($.21) per mile. If the nonunion County employee increase results in a mileage reimbursement rate of twenty-one cents ($.21), employees in this bargaining unit shall not receive an increase beyond twenty-one cents ($.21) per mile.

THE LOCAL 2492-D AGREEMENT

ARTICLE 21 - TRAVEL REIMBURSEMENT

A. Mileage: All employees required to use their private automobiles shall receive twenty-one cents ($.21) per mile for all miles traveled. In the event the County increases the mileage allowance applicable to nonunion County employees, employees shall receive the same increase.

THE LOCAL 2492-E AGREEMENT

ARTICLE 20 - TRAVEL REIMBURSEMENT

A. Mileage Allowance: All employees required to use their

private automobile for County business shall receive .205 cents per mile for all miles traveled. In the event the County increases the mileage allowance applicable to non-union County employees, employees shall receive the same increase.

BACKGROUND

The increase in mileage reimbursement in dispute here was initially developed as a policy by the County's Personnel Department. The policy reads thus:

MILEAGE REIMBURSEMENT POLICY

Mileage when traveling by personal automobile on official County business shall be reimbursed at the rate of $.205 per mile. Reimbursement for all expenses incurred shall be subject to review by the higher level of authority. All requests for reimbursement shall be reported on such forms as determined by the County Administrator.

Those individuals who maintain a personal insurance policy of not less than one hundred thousand dollars ($100,000) combined single limits of bodily injury and property damage, and who provide their department head with a photocopy of their policy cover sheet or a certificate of insurance shall qualify for a higher level of reimbursement. Requests for reimbursement made on forms which indicate that the responsible department head has been provided with the necessary documentation certifying that the driver's personal insurance coverage meets or exceeds the established standards will be reimbursed at the rate of $.24 per mile.

Brad Karger, the County's Personnel Director, explained the purpose of the policy in a letter to Sarah Kamke, the Chair of the County Board's Personnel Committee, in a letter dated March 7, 1989, which reads thus:

The attached policy has been developed in order to provide an incentive to drivers who use their personal vehicle for County business to purchase and maintain personal insurance coverage which meet established minimum requirements (one hundred thousand dollars ($100,000) combined single limits of bodily injury and property damage).

Those drivers who have the coverage and provide the County with sufficient evidence of such coverage will be reimbursed at a rate of $.24 per mile. Those that fail to do so will continue to be reimbursed at a rate of $.205 per mile.

Proof of personal insurance is one of the goals of the County Mutual Insurance Corporation. The Insurance Mutual has not made this a requirement but it has been recommended. The minimum insurance requirement was based upon a recommendation of Mr. Robert Costello of Corporate Risk Manager, Inc. (attached).

The Ordinance would apply to all drivers on County business including County Board Supervisors.

The policy was approved by the Personnel Committee on March 13, 1989, and forwarded to County Board.

The County Board, on March 28, 1989, approved the following "RESOLUTION TO AMEND THE 1989 MANAGEMENT PERSONNEL ORDINANCE CONCERNING MILEAGE REIMBURSEMENT POLICY":

WHEREAS, the Personnel Committee at its March 13, 1989 meeting approved the attached policy which was developed in order to provide an incentive to drivers who use their personal vehicle for County business to purchase and maintain personal insurance coverage which meets established minimum requirements (one hundred thousand dollars combined single limits of bodily injury and property damage); and

WHEREAS, those drivers who have coverage and provide the County with sufficient evidence of such coverage will be reimbursed at a rate of $.24 per mile and those that fail to do so will continue to be reimbursed at a rate of $.205 per mile; and

WHEREAS, this policy will apply to all drivers covered by the Management Personnel Ordinance including County Board Supervisors;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of

the County of Marathon does ordain as follows:

That Section 4.02 (Employee Benefits) - 4 (Travel Reimbursement - d (mileage) is revised as follows:

Mileage when traveling by personal automobile on official County business shall be reimbursed at the rate of $.205 per mile. Those individuals who maintain a personal insurance policy of not less than one hundred thousand dollars ($100,000) combined single limits of bodily injury and property damage, and who provide their department head with a photocopy of their policy cover sheet or a certificate of insurance shall qualify for a higher level of reimbursement. Requests for reimbursement made on forms which indicate that the responsible department head has been provided with the necessary documentation certifying that the driver's personal insurance coverage meets or exceeds the established standards will be reimbursed at the rate of $.24 per mile; and

BE IT FURTHER RESOLVED that the County Clerk is hereby authorized to issue checks pursuant to this resolution and the County Treasurer to honor said checks.

Karger informed Philip Salamone, the Union's Staff Representative, of the Board's action in a letter dated March 30, 1989, which reads thus:

At the March 28, 1989 meeting of the Marathon County Board of Supervisors as resolution was approved amending the Management Personnel Ordinance concerning mileage reimbursement (enclosure). I would be willing to recommend extension of the same terms to all bargaining unit employees represented by AFSCME.

Please get back to me if any or all of the bargaining units would be interested in participating in the additional mileage reimbursement as an incentive for meeting the personal automobile insurance requirements.

The Union responded by filing a series of grievances. The grievance filed by Local 2492 reads thus:

STATEMENT OF GRIEVANCE:

List applicable violation: Employee should be granted a 3 (cents) a mile increase as pertains to Article 22 Section A of contract, without the mandatory insurance coverage.

Adjustment required: raise mileage reimbursement 3 (cents) a mile.

The grievance filed by Local 2492-A reads thus:

STATEMENT OF GRIEVANCE:

List applicable violation: Article 22 - Travel Expense - A. Mileage Allowance -- The County has increased the mileage allowance for non-union employees but has refused an increase to union employees.

Adjustment required: An increase from 19 (cents) to 22 (cents) per mile while maintaining the $20.00 car allowance as of March 28, 1989, without the insurance requirement. This grievance applies to all members of Local 2492-A.

The grievance filed by Local 2492-B reads thus:

STATEMENT OF GRIEVANCE:

List applicable violation: Employees of Marathon County Health Dept. Local 2492B will not accept a policy for increase mileage pay to 24 (cents) per mile with the $100,000.00 requirement.

Adjustment required: Employees of M.C.H.D. Local 2492B will be given the 24 (cents) per mile without any additional requirement.

The grievance filed by Local 2492-D reads thus:

Statement of Grievance:

(Circumstances of Facts): (Briefly, what happened) Mileage expense statements were submitted on 5/3/89 for $.24 per mile. The request to be paid at $.24 mile was recalculated to $.21 per mile.

(The contention--what did management do wrong?) (Article or Section of contract which was violated if any) Article 21, Sec. A, states, "Mileage: All employees required to use their private automobiles shall receive $.21 per mile for all miles traveled. In the event the County increases the mileage allowance applicable to nonunion County employees, employees shall receive the same increase. At the March 28, 1989 County Board meeting, a revised mileage reimbursement policy was passed raising the reimbursement to 24 (cents) per mile.

(The Request for Settlement or corrective action desired): Reimburse the above named employees at 24 (cents) per mile for all miles driven after the effective date of the new policy.

The grievance filed by Local 2492-E reads thus:

Statement of Grievance:

(Circumstances of Facts): (Briefly, what happened) At the March 28th meeting of the Marathon County Board, a resolution was passed for Management Personnel, raising the mileage reimbursement from .205 (cents) to .24 (cents), provided they have documentation certifying that they have $100,000 coverage on their personal auto insurance coverage. March 30th, Brad Karger, in a letter to Phil Salamone recommended extension of the same terms to our barganing unit.

(The contention--what did management do wrong?) (Article or Section of contract which was violated if any) Violation of Article 20 - Travel Reimbursement, Sub. Section A. Mileage Allowance (See Attachment). The Contract has language pertaining only to the amount of money to be reimbursed, The contract is silent as to any language pertaining to the amount of personal auto insurance you must carry.

(The Request for Settlement or corrective action desired): Make any employee of this bargaining unit whole for any loss in mileage reimbursement, at the rate of .24 (cents) per mile, as per contract.

A series of meetings was conducted between the Union and the County regarding the grievances. The parties were unable to resolve the grievances, and Karger formalized the County's denial of the grievances in a series of letters to Salamone. Each of those letters contains a concluding paragraph which reads, with certain minor exceptions not relevant here, thus:

In reviewing the record it is apparent that the County has offered the Union membership the same benefit afforded non-represented employees. It clearly appears that the Union is attempting to obtain a benefit over and above that provided to other County employees. This effort to increase the mileage reimbursement rate without any personal insurance standards is not supported by the language of the Labor Agreement or the intent of the parties. Therefore, the grievance is denied.

Each grievance was ultimately denied by the County's Personnel Committee, and the Union and the County reached an agreement to consolidate the grievances for hearing. Salamone summarized the parties' understanding and the Union's position on the grievances in a letter to Karger dated June 28, 1989, which reads thus:

Please allow this letter to serve as the Union's consolidated travel reimbursement grievance. This is being done consistent with our discussion with respect to this matter.

The basic Union contention is that the County violated the above noted labor agreements' travel reimbursement "me too" clause

by granting nonrepresented employees twenty-four (.24) per mile and not making that increase available to the employees represented by the above respective unions on a unconditional basis. As you know, individual policy grievances from each local have been denied by the Personnel Committee.

The parties agree that these grievances will not be challenged on a procedural time limit basis and that this letter will serve as the contract interpretative challenge.

Please contact me if the County has any problems with the foregoing.

Further facts will be set forth in the DISCUSSION section below.

THE PARTIES' POSITIONS

The Union states the issues for decision thus:

Did the County violate the collective bargaining agreements of AFSCME Locals 2492, 2492A, 2492B, 2492D, and 2492E when it increased the mileage reimbursement for certain non-union employees and refused to grant the same increase to Union employees covered by these contracts? If so, what is the appropriate remedy?

The Union initially contends that this matter requires "the Arbitrator to make a strict interpretative judgement on the relevant contract language", and further that the relevant contract language is "very clear and unambiguous". The undisputed facts disclose, according to the Union, that the County increased the mileage allowance applicable to non-union County employes. Because the governing contract language only "applies to the monetary compensation of the union vs. the non-union groups", it follows, the Union contends, that "however reasonable or unreasonable any quid pro quo attached to the non-union formula may be, it is totally irrelevant." Applying a "reasonableness/unreasonableness" test can, according to the Union, lend itself to absurd results, and has no foundation in the "spirit and intent of the parties' agreements" which "relate only to mileage and money." Beyond this, the Union argues that the contracts speak only of "union vs. non-union rates" and mandate that "if the non-union rate increases it shall consequently increase for the union" thus "excluding any and all alternatives suggested by the County". As the remedy appropriate to the County's violation, the Union asks "the arbitrator to make all employees whole for any losses incurred due to this contract violation."

The County states the issues for decision thus:

Whether the County's decision to grant the increase in the mileage reimbursement rate to Union employees under the same conditions as applied to nonunion employees violated the "me-too" clauses of the Labor Agreements? If so, what is the appropriate remedy?

Noting that "the 'me-too' clauses . . . do not expressly specify whether a condition attached to an increase in the mileage reimbursement rate granted nonunion employees would likewise apply to the Union employees", the County asserts that "the provision is ambiguous in this respect and must be interpreted." The goal of such interpretation, according to the County, "is to give effect to the parties' intent." In addition to this precept, "arbitral law" also recognizes, the County argues, that "where one interpretation of a contract provision would lead to an absurd result, while an alternative interpretation, equally consistent, would lead to a reasonable result, the latter interpretation must be given effect." From this, the County concludes that because "acceptance of the Unions' interpretation . . . would defeat the parties' intent and lead to an absurd result . . . that interpretation must be rejected." More specifically, the County asserts that "the parties clearly intended to preclude the County from discriminating against Union employes by granting nonunion employes a higher per mile reimbursement rate than that received by Union employees." Because the County's action keeps Union employes on an "equal footing" with non-Union employes, it follows, according to the County, that no contract violation has been proven here. Beyond this, the County asserts that "no provision within the 'me-too' clauses expressly prohibits the County from establishing conditions under which an increase in the mileage reimbursement rate will be granted to Union employees" and that implying such a condition "would constitute a rewriting" of those clauses. Noting that accepting the Unions' interpretation "would mean, in effect, that the County has agreed to discriminate against nonunion employes", the County contends that:

> To accept the Unions interpretation . . . would be contrary to the parties' intent, common sense, the practicalities of the collective bargaining process, and lead to an absurd result.

The County concludes that the record requires "the Arbitrator to dismiss the grievances in their entirety."

In reply to the County's brief, the Union notes that arbitral law requires an arbitrator to give effect to clear and unambiguous language even if the parties disagree on the meaning of that language and even if "the results may be harsh and contrary to the original expectations of the parties." Contending that "(t)here is no doubt non union County employees received . . . an increase" the Union concludes that "(t)here should be no other result" regarding Union employes. Concluding that "there are no ambiguities in the language in the respective agreements" the Union concludes that the "grievances should be sustained."

In reply to the Union's brief, the County contends that the Union's contention that the County has not granted the same increase to Union employes as it did to non-Union employes is misplaced. Specifically, the County argues:

> Marathon County has proposed the same increase in mileage reimbursement to Union employees as proposed to nonunion employees under the same terms and conditions and the same requirements.

This action is, according to the County, "exactly what was called for and required by the language in each of the 'me-too' clauses." Beyond this, the County contends that the level of pay received by non-Union supervisory employes is irrelevant to this matter, and that the Union is seeking to avoid collective bargaining "by seeking to receive the increase in mileage reimbursement without the requirement of maintaining an increased level of insurance coverage." The County concludes its reply brief by requesting "dismissal of the consolidated grievances".

DISCUSSION

I have stated the issue posed on the merits of the grievances broadly enough to incorporate the arguments of both parties. The parties' conflicting statements of the issues reflect their positions on the merits of the grievances, and will be addressed in the examination of those positions.

The parties' statements of the issues reflect their agreement that a single issue governs the me-too clauses contained in each of the five agreements at issue here. Those clauses contain certain differences, none of which is sufficient to warrant separate discussion. With the exception of a hyphen in the reference to "nonunion" in the Local 2492-E agreement, each agreement is triggered by the same contingency: "In the event the County increases the mileage allowance applicable to nonunion County employees . . ." The language of the five agreements does vary somewhat on the action the County is mandated to take when the contingency occurs. The Local 2492 agreement uses "will" to express the mandate, the Local 2492-B agreement uses "will" and "shall", while the other agreements use "shall". The Local 2492 and the Local 2492-B agreements mandate payment of "the same cent per mile increase" while the remaining agreements mandate payment of "the same increase". As noted above, however, none of these differences is sufficient to permit anything other than a single resolution for each agreement.

As noted above, the parties' dispute on the merits is mirrored in their conflicting statements of the issue posed. The Union contends that the grant of an increase to "certain" non-Union employes is sufficient to trigger the grant of the "same" increase to all Union employes. The County contends that the "same" increase can be granted only if the same conditions are applied to Union employes which were applied to non-Union employes.

The County's view is, on the present record, the more persuasive. Before addressing this point, however, it is necessary to touch on a preliminary point. The County's statement of the issue refers to "the County's decision to grant the increase". This is consistent with the mandatory nature of the me-too clauses, which require the increase which "will" or "shall" follow "in the event" an increase has been afforded non-Union employes. Karger's March 30, 1989, letter to Salamone can be read as an offer to grant the increase, which would require acceptance by the Union before becoming binding, and arguably could be read to permit the County to withdraw the offer if no acceptance occurred. Such a withdrawal would be inconsistent with the mandatory language of the me-too clauses at issue here. Thus, it is assumed here that the County's statement of the issue reflects the County's position, which is that the increase is available to the represented employes covered by the five contracts at issue here on the same terms as it is available to non-represented employes. The ISSUES and the AWARD sections of this decision reflect this assumption by stating and resolving the issue in the present tense.

With this as background, it is necessary to examine why the County's interpretation is more persuasive than the Union's. Broadly speaking, the County's interpretation is more firmly rooted in the language of the me-too language. Implicit in this statement is a rejection of the Union's contention that the language clearly and unambiguously mandates the result the Union seeks here. Contrary to the Union's assertion, the language of the me-too clauses will plausibly permit either the Union's or the County's interpretation. That the Union's interpretation of the language is not the sole reasonable interpretation of that language is demonstrated by a tension between the Union's statement of the issue and the language of the me-too clauses. That tension is traceable to the Union's reference to "certain non-union employees" in its statement of the issue. The reference to "certain non-union" employes does not appear in any of the me-too clauses, each of which refer only to "nonunion" or "non-union" employes. The absence of any mention of "certain" non-Union employes permits the interpretation, urged by the County, that the me-too clauses mandate that the class of Union employes must be treated the same as the class of non-Union employes.

The language of the me-too clauses offers greater support for the County's interpretation. Each me-too clause creates two classes of employes: "employees in this bargaining unit", and "nonunion employees". The reference to "bargaining unit" employes is implicit in the Local 2492-D and Local 2492-E contracts, and the Local 2492-E contract refers to "non-union" employes, but each agreement creates these two classes of employes. Each agreement mandates that Union employes receive the "same" increase as non-Union employes, subject to certain limitations stated in certain of the agreements. The dispute here focuses on the terms "same", "increase", and "nonunion employes". The County's interpretation of these terms is less strained than the Union's. The "increase" effected by the County Board's resolution was not a specific, across-the-board increase, but an across-the-board opportunity for each non-represented employe to receive a higher reimbursement rate. That opportunity was conditioned on an individual's insurance policy. The County's interpretation of the term "increase" is consistent with this fact, and as a result, does not strain the meaning of the term "same". Thus, the County afforded Union employes the same opportunity it offered non-Union employes. This is, in turn, consistent with the creation of two classes of employes in each me-too clause. Union employes, as a class, received the "same" opportunity for a mileage reimbursement "increase" as had non-Union employes.

The Union's interpretation strains each of the cited terms. Initially, it can be noted that the Union's interpretation creates three classes of employes: those non-Union employes who qualify for the higher reimbursement rate, those non-Union employes who do not, and all Union employes. Union employes, as a class, under the Union's interpretation, receive the "same" increase as the class of non-Union employes who qualify for the higher reimbursement rate, but a different increase from the remaining non-Union employes. This interpretation ignores that the me-too clauses create two, not three, classes of employes. The strain of this interpretation on the terms "same increase" is also evident. The interpretation assumes that non-Union employes got an increase, a point which is only partially true, and ignores that the County Board resolution offered not a specific across-the-board increase, but an across-the-board opportunity to receive an increase if an individual driver's policy met the stated insurance condition. In sum, the County's reading of the disputed terms is better rooted in the language of the me-too clauses than is the Union's.

As a result, the County's interpretation more reasonably effects the purpose of the me-too clauses than the Union's. The clauses have, presumably, been negotiated to assure Union employes bound by contract that the County will not use the binding nature of those contracts as a vehicle to increase benefits for non-Union employes while binding Union employes to the level of benefits fixed by contract. The County's interpretation effects this purpose by putting Union and non-Union employes on an equal footing. Each class of employes received the same opportunity to receive an increased mileage reimbursement. In contrast, the Union's interpretation puts represented employes on a superior footing than non-represented employes, since represented employes would receive the full benefit of an increase only conditionally made available to non-represented employes. There is no evidence that the opportunity made available to non-Union employes was a sham, extended to non-Union employes in the knowledge that only Union employes would fail to qualify. Thus, the Union's interpretation unpersuasively places Union employes on an equal footing with some non-Union employes, but on a superior footing to other non-Union employes. This is not to say the result argued for by the Union is "absurd". Rather, that result strains the language of the me-too clauses and can be made persuasive only by implying that the reference to "nonunion employees" should be read "any nonunion employees". Such a result should be effected through collective bargaining, and not by arbitral inference.

AWARD

The County does not violate the collective bargaining agreements of Locals 2492, 2492-A, 2492-B, 2492-D and 2492-E by granting the increase in the mileage reimbursement rate to Union employes under the same conditions as the increase in the mileage reimbursement rate is granted to non-Union employes.

The grievances are, therefore, denied.

Dated at Madison, Wisconsin this 1st day of March, 1990.

By_____
Richard B. McLaughlin, Arbitrator