

BEFORE THE BOARD OF ARBITRATION

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 In the Matter of the Arbitration :  
 of a Dispute Between :  
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 ONEIDA COUNTY (COURTHOUSE EMPLOYEES) : Case 78  
 : No. 44689  
 and : MA-6385  
 :  
 ONEIDA COUNTY COURTHOUSE EMPLOYEES :  
 LOCAL UNION 158 :  
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Appearances:

Mr. Gary W. Wisbrocker, Business Agent, Wisconsin Professional Police Association/Law Enforcement Employee Relations Division, East 1125 South Bradley Road, Waupaca, Wisconsin 54981, appearing on behalf of the Union.

Mr. Lawrence R. Heath, Corporation Counsel, P.O. Box 400, Oneida County Courthouse

ARBITRATION AWARD

Oneida County Courthouse Employees Local Union 158, hereinafter referred to as the Association, and the Oneida County Board of Supervisors, hereinafter referred to as the County or Employer, are parties to a collective bargaining agreement which provides for the final and binding arbitration of grievances arising thereunder. The Association, with the concurrence of the County, requested the Wisconsin Employment Relations Commission to appoint a staff member as Chairman of a three-member Board of Arbitration. On December 10, 1990, the Wisconsin Employment Relations Commission designated Coleen A. Burns, a member of its staff, as Chairman of the three-member Board of Arbitration. Mr. Charles Rude was designated the County's representative on the Board of Arbitration. Ms. Marilyn Tucker was designated as the Association's representative on the Board of Arbitration. Hearing was held in Rhinelander, Wisconsin on February 12, 1991. The hearing was not transcribed and record was closed on March 28, 1991, upon receipt of post-hearing written argument.

ISSUE:

The Association frames the issue as follows:

Did the County violate the Working Agreement by not filling the position of Assistant Real Property Lister as posted and by filling the position with a Limited Term Employee?

Did the County violate the Working Agreement by unilaterally lowering the salary of said position?

If so, what should the remedy or remedies be?

The County frames the issue as follows:

Does the County as a right of management, have authority to establish a new position consisting of new job duties in two separate departments; to establish compensation level for the same; and to post for and fill the same?

The Arbitrator frames the issues as follows:

1. Did the County violate the collective bargaining agreement when it did not fill the Assistant Real Property Lister job posting of February 28, 1990 by selecting one of the ten employees who had signed the posting?

2. Did the County violate the collective bargaining agreement when it hired Debbie Mills to work as an LTE in the Real Property Office?

3. Did the County violate the collective bargaining agreement when, on April 25, 1990, it posted the Assistant Real Property Lister position at a Grade Level 9?

4. If so, what is the appropriate remedy?

RELEVANT CONTRACT PROVISIONS:

ARTICLE 6 - SENIORITY - PROMOTIONS - LAYOFF

Section E: Whenever a vacancy arises or a new position is created which would be under union jurisdiction, the County will post a notice of such vacancy or new position on the union bulletin board for a period of five (5) working days. This posting shall include job qualifications and wage scale. At the end of the five (5) working day posting, the County will remove the notice and the job will be filled within five (5) working days. Employees on vacation or sick leave will be notified of job postings by the Union. Present non-probationary employees who meet the minimum qualifications and abilities as defined in the job description within the bargaining unit shall be given preference before any new employee is hired. An employee who is selected to fill a posted position cannot post for another job at the same or lower rate for a period of six (6) months, except for health reasons. The posting procedure shall apply to vacancies in all deputy positions so that consideration may be given to employees within the Courthouse; however, the elected official shall have the right to appoint the deputy of his/her own choice. A copy of all job postings shall be mailed to the secretary of Local #158.

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ARTICLE 7 - VESTED RIGHTS OF MANAGEMENT

Section A: The right to employ, to promote, to transfer, to discipline and discharge employees, and to establish work rules is reserved by and vested exclusively in the Oneida County Board through its duly appointed Personnel Committee and duly appointed department heads. (The reasonableness of the exercise of the aforementioned vested rights shall be subject to the grievance procedure).

Section B: The management of the property and equipment of the Oneida County Courthouse is reserved by and vested exclusively in the Oneida County Board through its duly appointed committees.

Section C: The County Board shall have the right to determine how many persons there will be employed or retained together with the right to exercise full control and discipline in the proper conduct of the County Courthouse operations.

Section D: The County shall have the right to hire and transfer employees on a temporary basis to handle emergencies or excessive work loads in any office or department of the Courthouse.

Section E: The County shall have the right to take whatever action is necessary to comply with State or Federal law.

Section F: The County shall have the right to lay off employees from their duties because of lack of work or for other legitimate reasons.

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BACKGROUND:

On February 28, 1990, the County posted a notice of vacancy in the position of Assistant Real Property Lister. The job posting contained the following:

JOB POSTING  
ASSISTANT REAL PROPERTY LISTER

This regular full-time position is located in the Real Property Office. 1990 starting salary is \$15,258.330 and upon satisfactory completion of a probationary period, the salary increases to \$15,996.496.

GENERAL STATEMENT OF DUTIES: Performs a wide variety of responsible duties in assisting the Real Property Lister in maintaining property records.

DISTINGUISHABLE FEATURES OF THE CLASS: The Assistant

Real Property Lister is responsible for assisting in preparing and maintaining tax description records for County municipalities. Work is performed under the regulated supervision of the Real Property Lister with some independence in completing assignments in accordance with established guidelines and procedures.

EXAMPLES OF WORK: (Illustrative only)

- Data enters updated information and changes of ownership, addresses, descriptions and value changes;
- Assembles tax rolls, tax statements and assessments rolls;
- Files and indexes deeds and mails copies to assessors, data enters information on computer for grantor/grantee list;
- Checks questionable land descriptions for the public;
- Data enters special assessment, tax rates, personal property for each town and city into the computer;
- Posts all towns and cities tax statements;
- Issues dog licenses to the town and city treasurers;
- Data enters fire numbers and road names for towns and city;
- Does related work as required.

QUALIFICATIONS:

- Knowledge of computers, PC's and Word Perfect software;
- Knowledge of office practices and procedures, terminology and equipment;
- Knowledge of legal land descriptions;
- Ability to interpret maps;
- Ability to type accurately;
- Ability to work effectively with staff, county and local officials and the general public.

TRAINING AND EXPERIENCE: Graduation from high school and some office experience, or any combination of training and experience which provides the required knowledge, skills and abilities.

Posted: 2-28-90 Posting Removed: \_\_\_\_\_

Individual posting vacancy: \_\_\_\_\_ /s/ \_\_\_\_\_

Employees interested in this position should sign below:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

On or about March 7, 1990, the County removed the job posting. At the time of the removal of the job posting, ten bargaining unit members had signed the posting. After removal of the posting, the County notified employes that the position would not be filled. On March 20, 1990, an LTE, Debbie Mills, began working in the Real Property Office.

On or about March 15, 1990, the Association filed a grievance with the County alleging that the County violated Article 6, Section E by (1) not following through with the job posting, (2) not selecting one of the employes who signed the posting of February 28, 1990, and (3) filling the position with an LTE. The grievance was denied at all steps and, thereafter, submitted to arbitration.

On April 25, 1990, the County posted a job vacancy in the position of Assistant Real Property Lister. This posting contained the following:

JOB POSTING  
ASSISTANT REAL PROPERTY LISTER

This Grade Level 9, regular full-time position has a 1990 starting annual salary of \$14,554.340 and upon satisfactory completion of a probationary period, the annual salary increases to \$15,255.461.

GENERAL STATEMENT OF DUTIES: Performs a wide variety of responsible duties in assisting the Real Property Lister in maintaining property records, as well as performing a variety of duties for the County Cartographer.

DISTINGUISHABLE FEATURES OF THE CLASS: The Assistant Real Property Lister is responsible for assisting in preparing and maintaining tax description records for County municipalities. Work is performed under the regulated supervision of the Real Property Lister with up to 20% of the employee's time spent working in the Land Information Office under the direction of the Cartographer performing clerical duties and assisting the public.

EXAMPLES OF WORK: (Illustrative only)

- Data enters updated information and changes of ownership, addresses, descriptions and value changes;
- Assembles tax rolls, tax statements and assessments rolls;
- Files and indexes deeds and mails copies to assessors, data enters information on computer for grantor/grantee list;
- Checks questionable land descriptions for the public;
- Data enters special assessment, tax rates, personal property for each town and city into the computer;
- Posts all towns and cities tax statements;
- Issues dog licenses to the town and city treasurers;
- Data enters fire numbers and road names for towns and city;
- Performs a variety of duties for the Cartographer including preparing vouchers, ordering supplies, distributing memos and letters, prepares agendas for Land Records and staff meetings, taking and typing minutes of Land Records meetings, waiting on the public, indexing and filing maps, surveys and other data.
- Performs any other duties as assigned.

QUALIFICATIONS:

- Knowledge of computers, PC's and Word Perfect software;
- Knowledge of legal land descriptions;
- Ability to interpret maps;
- Ability to type accurately;
- Ability to work effectively with staff, county and local officials and the general public.

TRAINING AND EXPERIENCE: Graduation from high school and some office experience, or any combination of training and experience which provides the required knowledge, skills and abilities.

Occupational competency test(s) may be given.

Posted: 4-25-90 Posting Removed: \_\_\_\_\_

Individual posting vacancy: \_\_\_\_\_/s/\_\_\_\_\_

Employees interested in this position should sign below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In May, 1990, Lynn Freimuth, a signatory to the April 25, 1990 posting, was selected to fill the position of Assistant Real Property Lister.

On or about May 8, 1990, the Association filed a grievance with the County alleging that the County violated Article 8, by reducing the salary of the Assistant Real Property Lister. The grievance was denied at all steps and,

thereafter, submitted to arbitration.

POSITIONS OF THE PARTIES:

Association

When a job posting is made, the position must be filled as required by the Working Agreement. The County should not be permitted to change the position, duties or qualifications to create a new posting without first showing an actual and significant change. Additionally, the County cannot unilaterally change the salary of an existing position or create a salary for a new position within the bargaining unit.

Article 6, Section E, of the Working Agreement provides that whenever a vacancy arises, the County will post a notice of such vacancy for a period of five (5) working days. At the end of the five (5) working days, the County is to remove the notice and fill the job within five (5) working days. The County violated Article 6, Section E, of the Working Agreement when it failed to fill the February 28, 1990 posting by selecting one of the signatories to the posting and by filling the position with an LTE.

The insignificant changes in the duties and qualifications of the Assistant Real Property Lister do not justify nullifying the original posting or requiring a new revised posting. The pay grade listed in the Working Agreement for the position of the Assistant Real Property Lister is a grade 10. The County violated Article 8, Wages, of the Working Agreement when the County unilaterally downgraded the position of Assistant Real Property Lister to a pay grade of 9.

To remedy its contract violation, the County should be required to fill the original job posting from the list of employees who signed the original job posting. The County should also be instructed not to use a Limited Term Employee as a replacement for filling a job posting as required by the Working Agreement. The salary of the Assistant Real Property Lister should be returned to the original pay grade of 10 and all parties be made whole back to the date that the contract violation or violations occurred.

County

The parties have presented two separate grievances to the Arbitration Board. The first grievance, which was filed on March 15, 1990, asserts that the February 28, 1990 posting for the position of Assistant Real Property Tax Lister should be filled from the list of individuals who signed this posting. However, as the testimony of Personnel Director Carey Jackson and other record evidence clearly establishes, prior to the date on which the original position was to be filled, a process was initiated by the Land Records Committee of the County Board that effectively resulted in the abolishment of that position and the establishment of a new position. The Association has acknowledged that it does not contest the right of the County to create positions or to have new job descriptions for such new positions.

As a result of the action taken by the Land Records Committee, the original posting was no longer valid and could not be filled. When Personnel Director Jackson informed Union representative Wisbrocker of this situation, Union representative Wisbrocker suggested that a new posting be undertaken.

The record demonstrates that Personnel Director Jackson and other County representatives acted quickly and in good faith to review the requirements of the Assistant Real Property Tax Lister position. Pending this review, the Land Records Committee authorized the hiring of a Limited Term Employee to meet the basic needs of the Tax Lister Office. As soon as the new position was approved, it was promptly posted, interested candidates were tested and the position was filled by the individual whom the County felt was best qualified.

The County has not attempted to subvert the posting process through the employment of the Limited Term Employee. As the testimony of Personnel Director Jackson demonstrates, the County has a long established practice of hiring Limited Term Employees in various short-term situations which are caused by the absence of an employee because of attendance at seminars, sickness, leave of absence, peak workloads, temporary vacancies and temporary high workload periods. The testimony of Personnel Director Jackson and Department Head Westbrook demonstrate that Limited Term Employees have been used in the past to assist in the Tax Lister Office and that the Limited Term Employee was not hired to perform any of the more complex data entry work that is normally performed by the Assistant. As Personnel Director Jackson also testified, the Union has never filed a grievance over this practice. The Limited Term Employee was brought in on a temporary basis and was not expected to and, in fact, did not actually perform the significant duties of either the old position or the new one.

The County has the right to review the operational needs of the various departments and to create new positions to serve those needs. In this instance, it was determined that a new position should be created to serve separate needs in the Real Property Tax Lister Office and the Land Information

Office. As a result of the changes, the individual filling the new position of Assistant Real Property Tax Lister is devoting more of her time to performing duties which are of a lower skill requirement.

A new position was created in this matter. The County reasonably set the compensation level for the new position at a pay grade 9 because of the less demanding nature of the new duties and responsibilities of the new position. The County posted the new position at pay grade 9. The Association had the responsibility to ask that the pay grade be negotiated if it did not agree with the grade level established by the County. There is no evidence in the record, either by written communication or by testimony, that the Association asked to negotiate the wage rates of the new position. Rather, the Association simply filed the pending grievance and, thereafter, sat on its hands.

The Association argues that the County should not be able to arbitrarily change the position's duties or qualifications to allow for a new posting without first showing an actual and significant change. This argument recognizes that if there is a showing of a significant change, then the County can appropriately set forth a new posting with different duties and qualifications. Implicit in the Association's argument is an acknowledgement that, under the right circumstances, the County has the right to cancel an original job posting; modify the duties, qualifications and salary for the affected position; and create a revised posting for such position. Applying the Association's own standard as set forth in written argument, the County submits that it has shown an actual and significant change in not only the duties and responsibilities, but also in the skills and qualifications for the position in dispute. The County has acted properly in this matter and the two grievances should be dismissed.

#### DISCUSSION

The position of Assistant Real Property Lister was initially posted on February 28, 1990. 1/ This posting was removed on March 7, 1990. At the time of this removal, 10 employees had signed the posting. On March 13, 1990, before any of these employees were selected for the posted position, the County Board's Land Records Committee advised Personnel Director Jackson that it was contemplating a reorganization and that this reorganization would alter the duties of the position of Assistant Real Property Lister. Acting upon the assumption that the reorganization would result in a significant change in the duties of the position of Assistant Real Property Lister, the Committee requested Jackson to halt the posting procedure. On or about March 14, 1990, the employees who had signed the February 28, 1990 posting were notified that the position would not be filled. The first issue to be determined herein is whether or not the County was contractually obligated to fill the February 28, 1990 posting by selecting one of the employees who signed the posting.

It is generally recognized that, absent express contract language to the contrary, an employer, such as the County, has the right to determine whether or not it wishes to fill a vacant position. The language of Article 6, Section E, relied upon by the Association, does not expressly limit the County's right to determine whether or not it wishes to fill a vacancy. Recognizing that there is no express limitation on the County's right to determine whether or not to fill a vacancy, it must be concluded that the language of Article 6, Section E, which provides that the job will be filled within five (5) working days after the removal of the job posting, is applicable only in instances in which the County chooses to fill the vacancy. However, recognizing that the County has the duty to fill vacancies pursuant to the procedure set forth in Article 6, it would not be reasonable to permit the County to cancel a posting for the purpose of subverting the contractual posting procedure. 2/

At the time of the cancellation of the February 28, 1990 posting, Jackson had a good faith belief that the planned reorganization would have the effect of abolishing the posted position. Given this belief, it was reasonable for Jackson to conclude that there was no longer a vacancy in the posted position and to cancel the posting of February 28, 1990. The record does not support a finding that the County's decision not to fill the February 28, 1990 posting by selecting one of the 10 employees who had signed the posting was intended to subvert the contractual posting procedure. Having a good faith belief that the position had been effectively abolished, the County was not contractually obligated to fill the February 28, 1990 posting by selecting one of the 10 employees who had signed the posting.

On March 13, 1990, the Land Records Committee also authorized the hiring

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1/ The vacancy in the position occurred when the incumbent, Cheryl Westbrook, was promoted to the position of Tax Lister.

2/ For example, the posting procedure would be subverted if the County cancelled a posting because it wished to deny one or more of the applicants the opportunity to bid for the posted position or if the County wished to provide employees who did not sign the posting within the contractual time period an opportunity to bid for the posting.

of an LTE to temporarily assist in the Real Property Office. The LTE employe, Debbie Mills, worked in the Real Property Office from March 20, 1990 until May 18, 1990. 3/ This LTE employe was not intended to fill the position of Assistant Real Property Lister, new or old, and, in fact, did not fill either position. 4/ To the extent that any employe performed the work historically performed by the Assistant Real Property Lister, such work was performed by Cheryl Westbrook, the employe whose promotion from Assistant Real Property Lister to Tax Lister was a catalyst for the February 28, 1990 posting. 5/

The Association does not argue that the contract contains an express prohibition against the use of LTE employes. Jackson's testimony demonstrates that the County has previously used LTE employes to assist with the workload pending the filling of a vacancy and/or new position. In the present case, the LTE was used to bridge the gap between the County's decision to create a new position and the posting and filling of that new position. There is no evidence of undue delay in filling the new position, nor is it evident that the use of the LTE employe was intended to subvert any bargaining unit employe's right to perform the work of the Assistant Real Property Lister. The County did not violate the collective bargaining agreement when it hired Mills to work as an LTE in the Real Property Office.

On April 24, 1990, the County posted a vacancy in the position of Assistant Real Property Lister. The posted position incorporated the duties previously performed by the Assistant Real Property Lister as well as additional duties which had not previously been performed by the Assistant Real Property Lister. Specifically, this position, unlike the previously posted position, required the incumbent to devote up to 20% of the employe's work time to performing duties in the newly created Land Information Office. The Land Information Office duties assigned to the Assistant Real Property Lister were clerical duties which had been previously performed by employes in the Typist II classification in the Department of Planning and Zoning. The Typist II is at a lower pay grade level than pay grade level 10. The Association does not contest the right of the County to change the Assistant Real Property Lister position by adding the Land Information Office duties. The Association does deny that the change in duties warrants a new posting or that the County has the unilateral right to downgrade the position from pay grade Level 10 to pay grade Level 9.

As the County argues, the new position of Assistant Real Property Lister has been assigned duties in the Land Information Office which had not been previously performed by the Assistant Real Property Lister. Inasmuch as these new duties had been performed previously by a pay grade level 5 employe, it was not unreasonable for the County to conclude that these duties require less skill than those duties for which the Assistant Real Property Lister had been compensated at the higher pay grade level 10. 6/ The question to be decided is whether the County had the contractual right to assign a pay grade level 9 to the new position.

The parties' 1989-90 agreement incorporates an Annual Salary Schedule. This Schedule assigns a pay grade level 10 to the position of Assistant Real Property Lister (referred to in the Schedule as ASST. PROP. LISTER). By assigning the position of Assistant Real Property Lister a pay grade level 10, the parties have recognized that the duties of the Assistant Real Property Lister, as they existed at the time that the parties entered into their 1989-90 agreement, involves a level of skill, effort and responsibility which is entitled to be compensated at pay grade level 10.

At least eighty percent of the duties of the new position of Assistant Real Property Lister are the same duties which had been performed by the Assistant Real Property Lister at the time that the parties entered into their 1989-90 agreement. Since the employe occupying the new position devotes the vast majority of the employe's work time to performing the core duties of the old position, the undersigned must reject the County's argument that there has been a significant change in the duties of the position. 7/ The County

3/ Prior to the hiring of Mills, there was another LTE in the Real Property Office who worked with tax bills. This LTE position was filled every tax season and would have existed even if the County had filled the vacancy which had been posted on February 28, 1990.

4/ Mills performed some, but not all, of the duties which had previously been performed by the Assistant Real Property Lister. Specifically, Mills entered data from deeds onto the computer. Mills did not enter any data from the Assessors work product, which data entry was a primary function of the Assistant Real Property Lister position.

5/ Westbrook did not assume the Tax Lister position until April 3, 1990.

6/ It is undisputed that the previous position devoted less than 5 per cent of work time to clerical duties of the type which the Assistant Real Property Lister is expected to perform for the Land Information Office.

7/ It is expected that the employe occupying the new position of Assistant

violated the collective bargaining agreement when it unilaterally downgraded the position of Assistant Real Property Lister from pay grade level 10 to pay grade level 9.

Prior to reposting the Assistant Real Property Lister position, Jackson contacted Association representative Wisbrocker to explain that the County had created a new position of Assistant Real Property Lister. Jackson asked Wisbrocker whether the position should be reposted or whether the County should fill the position from among the employees who signed the February 28, 1990 posting. Wisbrocker, relying upon Jackson's assertions that the duties had been significantly decreased so as to warrant the downgrade, responded that Jackson should repost the position. 8/

It is evident that, at the time of the conversation between Jackson and Wisbrocker, Jackson believed that there had been significant changes in the position and that these changes warranted a grade Level 9 designation. It is not evident that, during this conversation, Wisbrocker had any reason to doubt Jackson's assertions that there had been significant changes and that these changes warranted a grade Level 9 description. Nor is it evident that, when the Association was presented with facts which suggested that there had not been a significant change in the position's duties, that the Association delayed in grieving the County's designation of a grade Level 9.

Contrary to the argument of the County, the Association did not have a duty to request that the County negotiate the grade level designation of the Assistant Real Property Lister position which was posted on April 25, 1990. The parties negotiated the appropriate pay grade level designation when the parties entered into their 1989-90 agreement and agreed that the position of Assistant Real Property Lister was to be compensated at pay grade level 10.

In summary, the County did not violate the collective bargaining agreement when it cancelled the February 28, 1990 posting or when it hired an LTE to

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Real Property Lister can not perform the same quantity of work as had been performed by the previous Assistant Real Property Lister. The Tax Lister is expected to perform the Assistant Real Property Lister work which cannot be completed by the Assistant Real Property Lister.

8/ Wisbrocker also suggested that Jackson change the position's title. According to Jackson, he decided not to retitle the position because (1) he would then be required to go back to the County Board Committees which were involved in the reorganization and (2) the employee occupying the position would continue to perform 80% of the work previously performed by the Assistant Property Lister.



assist in the Tax Lister office. While the change in duties did not warrant a pay grade level 9 designation, it was not unreasonable for the County to conclude that the assignment of the Land Information Office duties, which required the successful applicant to work in more than one location, justified a revised posting. Moreover, when the County created the new position it deleted the following qualification: "Knowledge of office practices and procedures, terminology and equipment". Article 6, Section E, expressly requires that a job posting include job qualifications. Since there was a change in the job qualifications, it was appropriate to repost the position.

Article 6, Section E, also expressly provides that a job posting is to include the wage scale. The revised posting of April 25, 1990 designated an incorrect wage scale and, thus, did not meet the requirements of Article 6, Section E. To remedy the County's contract violation, the County is to immediately repost the position at pay grade level 10. Since Lynn Freimuth has worked in the Assistant Real Property Lister position since May of 1990, she is entitled to receive the difference between any wage received for working in the Assistant Real Property Lister position and the wages she would have received had she been paid at the grade 10 level.

Based upon the foregoing, the record as a whole, and arguments of the parties, the undersigned issue the following

AWARD

1. The County did not violate the collective bargaining agreement when it did not fill the Assistant Real Property Lister job posting of February 28, 1990 by selecting one of the ten employees who had signed the posting.

Dated at Madison, Wisconsin this 7th day of June, 1991.

By \_\_\_\_\_  
Coleen A. Burns, Arbitrator

Association

Employer

I Concur:

I Concur:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

I Dissent:

I Dissent:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

2. The County did not violate the collective bargaining agreement when it hired Debbie Mills to work as an LTE in the Real Property office.

Dated at Madison, Wisconsin this 7th day of June, 1991.

By \_\_\_\_\_  
Coleen A. Burns, Arbitrator

Association

Employer

I Concur:

I Concur:

\_\_\_\_\_  
Date

I Dissent:

I Dissent:

\_\_\_\_\_  
Date

3. The County violated the collective bargaining agreement when, on April 25, 1990, it posted the Assistant Real Property Lister position at a grade Level 9.

4. In remedy of this contract violation, the County is to immediately repost the Assistant Real Property Lister position at a grade Level 10. The County is to immediately pay Lynn Freimuth the difference between any wage received for working in the Assistant Real Property Lister position and the wages she would have received had she been paid at the grade level 10.

Dated at Madison, Wisconsin this 7th day of June, 1991.

By \_\_\_\_\_  
Coleen A. Burns, Arbitrator

Association

Employer

I Concur:

I Concur:

\_\_\_\_\_  
Date

I Dissent:

I Dissent:

\_\_\_\_\_  
Date