BEFORE THE ARBITRATOR

In the Matter of the Arbitration of a Dispute Between	
JUNEAU COUNTY COURTHOUSE EMPLOYEES UNION, LOCAL 1312, WCCME, AFSCME, AFL-CIO	Case 90 No. 45424 MA-6596
and	
JUNEAU COUNTY	

Appearances:
Mr. David White, Staff Representative, Wisconsin Council 40, AFSCME, AFL-CIO, appearing on behalf of the Union.
Ms. Angeline Miller, Corporation Counsel, Juneau County, appearing on behalf

ARBITRATION AWARD

The above-captioned parties, hereinafter the Union and the County or Employer respectively, are signatories to a collective bargaining agreement providing for final and binding arbitration of grievances. Pursuant to a request for arbitration, the Wisconsin Employment Relations Commission appointed the undersigned to hear three grievances. A hearing, which was transcribed, was held on July 15, 1991 in Mauston, Wisconsin. Afterwards, the parties filed briefs and reply briefs which were received by October 7, 1991. Based on the entire record, the undersigned issues the following Award.

ISSUES

At the commencement of the hearing each party gave its version of the issues in this case. The Union stated the issues as:

1. Were the grievances resolved in favor of the Union at Step 1 of the grievance procedure?

2. If not, did the County violate the collective bargaining agreement in the manner in which it placed the grievants on the salary schedule for 1991 pursuant to their reclassifications?

3. If either 1 or 2 is answered in the affirmative, what is the appropriate remedy?

On the other hand, the Employer believed the issues to be:

1. Are these reclassification issues properly before the arbitrator or are they more appropriately handled as part of the collective bargaining negotiations?

2. If appropriately before the arbitrator, can the arbitrator set a salary schedule for the County and establish a procedure by which reclassifications can be implemented?

Because the parties were unable to agree on a statement of the issues, I have determined the issues to be:

1. Was the County bound to the decision of its

supervisors sustaining these grievances at the first step of the grievance procedure?

2. If not, did the County violate Article 31 of the collective bargaining agreement in the manner in which it placed the grievants on the salary schedule for 1991 following their reclassifications?

3. If so, what is the appropriate remedy?

PERTINENT CONTRACT PROVISIONS

The parties' 1990-91 collective bargaining agreement contains the following pertinent provisions:

ARTICLE 5 - GRIEVANCE PROCEDURE

5.01 Definition of a Grievance: A grievance shall mean a dispute concerning the interpretation or application of this agreement.

5.02 Subject Matter: Only one subject matter shall be covered in any one grievance. A written grievance shall contain the name and position of the grievant, a clear and concise statement of the grievance, the issue involved, the relief sought, the date the incident or violation took place, the specific section of the agreement alleged to have been violated and the signatures of the grievant and the date.

5.02 Time Limitations: The failure of the party to file or appeal the grievance in a timely fashion as provided herein shall be deemed a settlement and waiver of the grievance. The party who fails to receive a reply in a timely fashion shall have the right to automatically proceed to the next step of the grievance procedure. However, if it is impossible to comply with the time limits specified in the procedure because of work schedules, illness, vacations, etc., these limits may be extended by mutual consent in writing.

5.04 Settlement of Grievance: Any grievance shall be considered settled at the completion of any step in the procedure if all parties concerned are mutually satisfied. Dissatisfaction is implied in recourse from one step to the next.

. . .

5.06 Steps in Procedure:

Step 1: The employee, alone or with one union representative, shall submit a written grievance to his/her immediate supervisor within twenty (20) working days after he/she knew

or should have known of the cause of such grievance. In the event of a grievance, the employee shall perform his/her assigned work task and grieve his/her complaint later. The employee's immediate supervisor shall, within seven (7) working days, notify the employee of his/her decision.

Step 2: The employee or Union may appeal the decision to the county board personnel committee within seven (7) working days of the supervisor's decision. The personnel committee shall consider the grievance at the next regular committee meeting, provided notice of the appeal is received at least three (3) working days prior to the meeting. The Union may represent the grievant at the personnel committee meeting. Personnel committee shall render its decision within seven (7) working days of the aforementioned meeting. The seven (7) day period may be extended upon mutual agreement of the parties.

5.07 Arbitration:

A) Time Limits: If a satisfactory settlement is not reached in Step 2, the Union must notify the county board personnel committee in writing within ten (10) working days that they [sic] intend to process the grievance to arbitration. Any grievance which cannot be settled through the above procedures may be submitted to an arbitrator mutually selected or if they cannot agree, appointed by the W.E.R.C.

. . .

ARTICLE 31 - WAGES AND CLASSIFICATIONS

31.01 Employees shall receive a 30.27 cent per hour increase over the 1989 base salary effective January 1, 1990; an additional 4% increase over the 1990 rates effective January 1, 1991. The wages, as set forth in Appendix A attached hereto and made a part hereof, shall be the minimum for the life of this agreement.

31.02 All reclassification requests are to be submitted to the personnel committee by May 1, and the personnel committee is to take final action by August 1. Implementation of granted reclassification requests will be for the following January 1 period. This policy does

not prohibit the Union from negotiating on reclassification requests during the course of contract negotiations.

The Union shall receive copies of all reclassification requests three (3) weeks prior to the meeting at which the County reviews these requests. Two (2) union members may participate in the interview and make suggestions and recommendations. The Union may request the County to furnish to the Union the reasons why a request was granted or denied. However, the Employer retains the right to make the final determination on reclassifications.

Employees who are reclassified shall be placed at the lowest step in their new grade at the rate that gives them an increase over their current salary.

31.03 Wage step increases are to be computed on the employee's anniversary date.

FACTS

This case involves the appropriate placement on the salary scale for 1991 for three reclassified employes: Alice Brooks, Francis Lunenschlos and Marcella Lauden. Their pertinent employment history is contained below.

Brooks

Brooks was hired August 20, 1984 and began working as a Clerk Typist II in the County Clerk of Courts' office. On March 15, 1985 she moved to the position of Account Clerk, a pay grade 7 position. Thereafter, she received step increases on March 15 in 1986, 1987, 1988, 1989 and 1990. As of December 31, 1990 she was at step 5 of grade 7 with a pay rate of $7.73 per hour.

On August 21, 1990 the County reclassified Brooks from pay grade 7 to grade 8. The effective date of the reclassification was January 1, 1991. As of that date, Brooks was moved to step 3 of grade 8 with a pay rate of $8.13 per hour. She did not receive a step increase on March 15, 1991. She is currently earning $8.13 per hour.

If Brooks had not been reclassified, she would have remained a step 5 of grade 7 until March 15, 1991 whereupon she would have moved to step 6 of grade 7 with an hourly rate of pay of $8.16 per hour.

Lunenschlos

Lunenschlos was hired April 4, 1983 and began working as an Income Maintenance Assistant in the County's Human Services office. He moved to the position of Income Maintenance Worker on April 9, 1984 and received subsequent step increases in April of 1985 and 1986. From 1987 through 1990 he received annual step increases on January 1 of each year. As of December 31, 1990 he was at step 7 of grade 9 with a pay rate of $8.70 per hour.

On August 21, 1990 the County reclassified Lunenschlos from an IM Worker (pay grade 9) to an Economic Support Specialist II (pay grade 10). The effective date of the reclassification was January 1, 1991. As of that date, Lunenschlos was moved to step 5 of grade 10 with a pay rate of $9.15 per hour.

He did not receive a step increase on January 1, 1991. He is currently earning $9.15 per hour.

If Lunenschlos had not been reclassified, he would have received a step increase on January 1, 1991 from step 7 of grade 9 ($8.70 per hour) to step 8 of grade 9 ($9.18 per hour).

Lauden

Lauden was hired October 24, 1983 and began working as an Income Maintenance Assistant in the County's Human Services office in 1986. She moved to the position of Income Maintenance Worker on January 1, 1988. Thereafter, she received step increases on January 1 in 1989 and 1990. As of December 31, 1990 she was at step 2 of grade 9 with a pay rate of $8.03 per hour.

On August 21, 1990 the County reclassified Lauden from an IM Worker (pay grade 9) to an Economic Support Specialist II (pay grade 10). The effective date of the reclassification was January 1, 1991. As of that date, Lauden was moved to step six months of grade 10 with a pay rate of $8.42 per hour. She did not receive a step increase on January 1, 1991. She is currently earning $8.42 per hour.

If Lauden had not been reclassified, she would have received a step increase on January 1, 1991 from step 2 of grade 9 ($8.03 per hour) to step 3 of grade 9 ($8.49 per hour).

The Union filed three separate grievances protesting the County's placement of the three aforementioned employes on the pay scale. Specifically, each grievance sought to have the employe placed one step higher on the pay scale than where the Employer placed them. These grievances were filed initially at Step 2 (which involves the County's Personnel Committee). Union President William Blank testified that the reason the Union initially filed the grievances at Step 2 instead of at Step 1 (which involves the employe's immediate supervisor) was to "avoid the possibility of individual supervisors ruling differently on each grievance." At the Step 2 meeting on the grievances the County declined to skip Step 1 of the grievance procedure and requested that the Union complete the initial step of the grievance procedure. The Union then filed the grievances with the employes' immediate supervisors who granted them (Carol Gross upheld Brooks' grievance and Carl Wildes upheld Lunenschlos' and Lauden's grievances). Their decisions granting the grievances were subsequently overturned by the County Personnel Committee. Thereafter, the Union appealed the grievances to arbitration.

So far as the record shows, this is the first time the question has arisen whether a reclassified employe with a January 1 anniversary date is entitled to a step increase.

POSITIONS OF THE PARTIES

It is the Union's position that since the grievances were resolved in favor of the Union at Step 1 of the grievance procedure when all three grievances were upheld, this action constituted grievance settlements that are binding on the parties. According to the Union, there is no provision whatsoever in the grievance procedure that permits one or the other party to repudiate such settlements, and it asks the arbitrator to so rule. In support thereof, it cites several arbitration awards where the arbitrator held that once a grievance settlement was reached, one party is not free to resurrect the grievance. Additionally, the Union contends that the arbitrator should not permit the role of the immediate supervisor in the grievance procedure to be totally undermined by the County's attempt to override the supervisors'

decisions to grant the grievances. With regard to the merits, it is the Union's position that the County improperly placed the grievants on the wage schedule on January 1, 1991 after they were reclassified. In the Union's view, the County's method of calculating the rates of pay upon reclassification is hopelessly flawed. The Union sees the key question in this case as being the meaning of the term "current" in Section 31.02 of the agreement. The Union reasons that the "current salary" must be some rate that reflects what the employe was making at the time the reclassification took place. It contends that since the reclassifications took place on the same day that new wage scales went into effect (i.e. January 1, 1991), the reasonable approach is to take the rate that the employe in question would have made had there been no reclassification. In the Union's view, the County uses a totally fictionalized number and one which results from denying the employe in question a step increase that he or she would otherwise have received. In order to remedy this alleged contractual breach the Union asks the arbitrator to sustain the grievances and to make the employes whole for all losses as a result of the improper wage scale progression.

The County's position is that the grievances should be denied. In support thereof, it initially makes several arbitrability arguments. First, with regards to the Union's contention that the grievances were settled at Step 1 when the employes' supervisors upheld them, the Employer asserts that its first line supervisors have very limited authority when it comes to settling grievances. Thus, in the Employer's view, the Personnel Committee was within its rights to overturn the decision of the first line supervisors and deny the grievances. The Employer also contends that the arbitration awards cited by the Union for the proposition that the settled grievances may not be resurrected are easily distinguishable on the facts from the case here. Second, the County reads the Union's brief as raising a contention that the County did not respond in a timely fashion to these grievances. With regards to same, the County contends that this issue was not raised at the hearing and is therefore untimely. In the alternative, it argues that it did respond in a timely manner to the instant grievances. Next, the Employer raises the defense that the subject matter involved here (i.e. reclasses) is not properly before the arbitrator. In its view, the reclass matter is a mandatory subject of bargaining which must be addressed at the bargaining table, not in arbitration. It points out in this regard that it has offered to bargain the matter with the Union, and it notes that the Union has not accepted the County's offer to bargain. According to the County, the Union has committed a prohibited practice by its conduct in refusing to bargain the reclass issue in good faith with the County. In support thereof, it cites the WERC waiver doctrine and submits that it has never waived its right to negotiate on the topic. It therefore asks the arbitrator to deny these grievances based on the Union's failure to respond to the County's repeated offers to bargain this mandatory subject. In the alternative, it requests that the arbitrator recommend that the parties resolve this matter at the bargaining table and hold these cases in abeyance during the interim. With regards to the merits, the County sees the substantive issue here quite differently than the Union. In the County's view, the problem here is not how the County calculated the instant reclasses, but rather that the pay scale itself has become unbalanced. It acknowledges in this regard that the current reclass system is not equitable to all employes. However, in its view the answer to this problem does not lie in implementing unilateral changes in existing wages (as the Union proposes to do here), but rather lies in having the entire reclass system redeveloped by experts so that it is fair to all employes. It therefore contends that the arbitrator should not change the procedure by which the instant reclasses were calculated. Finally, the County contends that the Union failed to prove that the County's calculation of the grievants' wages violated Article 31.02 or any other portion of that Article. In support thereof, it relies on the County's previous practice of setting the anniversary date for reclassified employes to January

1. Thus, in its view, no contractual violation has been shown.

DISCUSSION

Several threshold arbitrability arguments have been raised by the parties. The first, raised by the Union, is whether the Employer is bound to the decision of its supervisors sustaining the grievances at the first step of the grievance procedure. The second, raised by the Employer, is whether it responded to these grievances in a timely fashion. The third, raised by the Employer, is whether these grievances are properly before the arbitrator. Each of these contentions is addressed below.

Attention is focused first on the impact of what happened at the first step of the grievance procedure. What happened was that after the grievances were filed at the first step, they were granted by the employes' immediate supervisors. These decisions granting the grievances were later overturned by the County Personnel Committee.

The Union challenges this action on two grounds. The Union's first contention is that since the grievances were upheld at the first step of the grievance procedure by the employes' supervisors, this created a grievance settlement that is binding on the parties. The Employer obviously disputes this contention.

The purpose of a grievance procedure is to provide the parties with a mechanism by which they can discuss, and hopefully resolve, disputes which arise under the contract. When grievances are processed through the grievance procedure, it is generally presumed that each party is vested with the right and authority to adjust and resolve grievances at each step of the grievance procedure. This principle is specified here in Article 5.04 wherein it provides: "Any grievance shall be considered settled at the completion of any step in the procedure if all parties concerned are mutually satisfied. Dissatisfaction is implied in recourse from one step to the next."

There is no question that when the instant grievances were upheld by the employes' immediate supervisors, both the grievants and their immediate supervisors were "mutually satisfied" within the meaning of Article 5.04. Otherwise, the grievances would not have been granted. Be that as it may, they were not the only "parties" contemplated in Article 5.04 with an interest in the disposition of these grievances. Certainly the County and the Union also qualify as "parties" under Article 5.04 whose corporate interests must also be "mutually satisfied." If their interests are satisfied and they agree with the disposition of a grievance, then a binding settlement exists. However, if their interests are not satisfied or they do not agree with the disposition of a grievance, then no binding settlement exists and either party can appeal the grievance further. In the opinion of the undersigned, it is the latter situation, rather than the former, that exists here. Obviously the County Personnel Committee was dissatisfied and did not agree with the disposition of the grievances at the end of the first step of the grievance procedure so it overturned those decisions. While the Union correctly notes that there is no provision in the grievance procedure that expressly permits one or the other party to do this (i.e. repudiate a previous position), the undersigned finds that it is implicit that either party can do so. Consequently, no express contractual authorization is necessary. That being so, the County, via the County Personnel Committee, was empowered to overturn the decision of the employes' immediate supervisors upholding the grievances. This of course means that there was no grievance settlement that is binding here. In so finding, it is emphasized that the undersigned does not disagree with the accepted arbitral notion that once a grievance settlement is reached, a party cannot resurrect the grievance. However, in this case, there was no final grievance settlement because the County Personnel Committee never approved of the granting of the grievances. Instead, it expressly overturned them. As a result, the Brown

Company and Olinkraft arbitration awards cited by the Union for the above-noted proposition are simply inapplicable to the instant case.

The Union also contends that if the decision of the County Personnel Committee is allowed to stand, this will undermine the role of the employes' immediate supervisor at the first step of the grievance procedure. The undersigned agrees with this characterization. Be that as it may, the undersigned is not empowered to grant or withdraw supervisory authority. That authority rests solely with the Employer. Here, the County has made it abundantly clear by both their actions in overturning the supervisors' decisions and the explicit statements in their brief concerning same, that it considers the authority of first-line supervisors to be extremely limited in terms of settling grievances. Since this is their call to make, the undersigned declines to disturb it.

Next, attention is turned to the Employer's argument that it responded to these grievances in a timely fashion. This argument is based on the Employer's reading of the Union's brief as raising this issue. While the Union did refer to the contractual time limitation clause (Article 5.03) in their initial brief, it did so when it addressed the previous issue (i.e. whether the Employer was bound to the decision of its supervisors sustaining these grievances at the first step of the grievance procedure). However, contrary to the Employer, the undersigned does not read the Union's brief as raising a separate contention, apart from that just addressed, that the Employer responded to the grievances in an untimely fashion. That being so, the undersigned sees no need to address this matter and no additional comments will be made concerning same.

The final arbitrability consideration involves the Employer's argument that the substantive subject matter involved here (i.e. reclasses) is not properly before the arbitrator. In the Employer's view, this matter must be addressed at the bargaining table - not in arbitration. I disagree. Article 5.01 defines a grievance as "a dispute concerning the interpretation or application of this agreement." This means that any dispute which can be traced to the contract constitutes a grievance. Here, the substantive dispute involves reclassifications. This matter (i.e. reclassifications) is specifically dealt with in Article 31.02. That being the case, it is apparent that the substantive dispute involved here has a contractual basis. Article 5.07 goes on to provide that those grievances that are not settled can be appealed to arbitration. Since the instant grievances were not settled, it follows that the arbitration section applies to them. Consequently, it is held that these grievances are properly before the arbitrator.

The Employer nevertheless contends that the subject matter involved here should be addressed at the bargaining table and it notes in this regard that it has offered to bargain with the Union concerning same but that the Union has refused. Certainly the parties are free to address any items they wish at the bargaining table if they so desire. Conversely, a party may choose for a variety of reasons to not address a matter at the bargaining table but to instead deal with it in another forum, such as arbitration. Here, the Union has chosen the latter course of action. As previously noted, the Union has the contractual right to take these grievances to arbitration. Obviously the Employer prefers a different course of action (i.e. the bargaining table), but its preference is not controlling because the Union has picked this forum (i.e. arbitration) in which to resolve the instant matter. Consequently, contrary to the Employer's protestations, the Union is not contractually obligated to deal with the instant matter at the bargaining table. Finally, with regard to the Employer's contention that the Union has committed a prohibited practice by its conduct in refusing to bargain the reclass issue with the County, suffice it to say that the undersigned is not empowered, as a grievance arbitrator, to

address and remedy alleged violations of state law (in this case the Municipal Employment Relations Act). It therefore follows that the undersigned is without jurisdiction to address the Employer's prohibited practice claim.

Having so found, the focus now turns to the substantive merits of the grievances. The Union challenges the grievants' placement on the salary schedule after their reclassifications. The Union contends they should have been placed one step higher on the salary schedule than they were, while the Employer disputes this and contends the grievants were properly placed.

In deciding whether the grievants' placement complied with the contract or violated same, my analysis begins with a review of the pertinent contractual language, namely Article 31.02 and 31.03.

Article 31 provides a procedure by which employes may seek to have their positions reclassified to a higher pay grade. The first paragraph of Article 31.02 establishes a timetable for submitting such a request to the County Personnel Committee. This section goes on to provide that if the reclassification is approved, it is implemented the following January 1. The second paragraph of this article establishes, inter alia, that the Employer makes the final call on reclassifications. The third paragraph provides that "employees who are reclassified shall be placed at the lowest step in their new grade at the rate that gives them an increase over their current salary." Article 31.03 indicates that "wage step increases are to be computed on the employee's anniversary date." In this case, certain reclassifications were granted and implemented the following January 1. As a result, it follows that the first two paragraphs of Article 31.02 are not in issue here. Instead, this case centers on the last paragraph of Article 31.02 and its interplay with Article 31.03.

Attention is focused first on Article 31.03. As noted above, this section provides that (yearly) wage step increases are computed on the employe's anniversary date. This section though does not define "anniversary date" nor is it defined elsewhere in the agreement. Generally speaking, an "anniversary date" refers to the employe's actual date of hire (i.e. when they began employment with the employer). Such dates are usually etched in stone and not subject to change. Here, though, the Employer interprets the phrase "anniversary date" more broadly than that just noted. Specifically, it interprets the employe's "anniversary date" to be either the employe's actual date of hire or the date the employe was previously reclassified/changed positions. Under the Employer's interpretation, an employe's anniversary date may be different from their actual date of hire. The Union contends that this view (i.e. that a reclassification changes an employe's anniversary date) has no basis in contract. I agree since there is absolutely nothing in the contract that says an employe's anniversary date changes when they are reclassified or change positions. Having said that, there is nothing in the contract that prohibits it either.

Although there is no contractual basis for same, the record indicates that the Employer has nevertheless applied the term "anniversary date" to be either the employe's actual date of hire or the date the employe was previously reclassified/changed positions. It so happens that all three grievants fall into the latter category and have previously had their anniversary dates changed. To wit: Brooks, who has an actual hire date of August 20, has received her (yearly) step increases on March 15 (the date she last changed positions) for the past five years. This means that the Employer has set March 15 as her anniversary date. Lunenschlos, who has an actual hire date of April 4, has received his (yearly) step increases on January 1 (the date his last reclassification was effective) for the last four years. This means that the Employer has set January 1 as his anniversary date. Lauden, who has an

actual hire date of October 24, has received her (yearly) step increases on January 1 (the date her last reclassification was effective) for the last two years. This means that the Employer has set January 1 as her anniversary date.

While the Union asks the arbitrator to "flatly reject" the view that a reclassification changes an employe's anniversary date, I decline to do so based on the following rationale. To begin with, it has already been noted that the contract is silent concerning the definition of an anniversary date or changing such a date. That being the case, there is no contractual prohibition against changing an employe's anniversary date. Next, the undersigned cannot simply ignore the fact that the Employer has changed such dates in the past. Specifically, all three grievants have previously had their anniversary dates changed when they were reclassified or assumed different positions. That being so, the undersigned sees no reason he should correct the existing way anniversary dates are set and/or changed because the Employer's current method is not contractually prohibited, has apparently existed for some time and has implications beyond this bargaining unit. Instead, the undersigned believes that the better course of action here is to not disturb the Employer's present method of setting/changing anniversary dates. Accordingly, this case will be decided in such a way so as not to disturb the existing way anniversary dates are set and/or changed.

Having so found, attention is turned to whether the three grievants were placed on the salary schedule correctly after their reclassifications. Article 31.02 provides that reclassified employes are to be placed at their new grade at the rate that gives them an increase over their "current salary". The key question here is the meaning of the term "current salary" and its application to the instant facts. The term "current salary" is not contractually defined. Additionally, so far as the record shows, this is the first time this issue has arisen. That being the case, there is no past practice on point to guide the undersigned in interpreting this phrase.

What happened here is that the Employer moved Lunenschlos from step 7 of grade 9 ($8.70 per hour) to step 5 of grade 10 ($9.15 per hour), Lauden from step 2 of grade 9 ($8.03 per hour) to step 6 months of grade 10 ($8.42 per hour) and Brooks from step 5 of grade 7 ($7.73 per hour) to step 3 of grade 8 ($8.13 per hour). In making these changes, the Employer did not include any wage step increases the employes would have received but for their reclassifications. Said another way, the Employer did not credit the three grievants with a step increase before it moved them to their new location on the salary schedule. Had there been no reclassifications, Lunenschlos and Lauden would have received a step increase on January 1, 1991 and Brooks would have received a step increase on March 15, 1991.

The Union reasons that the "current salary" must be a rate that reflects what the employe was making at the time the reclassification took place. I agree. The word "current" essentially means "now". Since the reclassifications took place on January 1, 1991, the same day that the 1991 wage scales went into effect, that is the date to be used to determine the employe's "current salary". Contrary to the Employer's argument, the day before the reclass (i.e. December 31, 1990) cannot be used to determine the employe's "current salary" because that was not the employes' "current" rate as of January 1, 1991 when the 1991 general pay increase took effect.

It so happens that two of the grievants, Lunenschlos and Lauden, qualified for a step increase on January 1, 1991 because that date had previously been determined by the Employer to be their anniversary date. What happened though was that the County credited these employes for the across-the-board increase that went into effect on January 1, 1991, but not for their step increase that was also effective on that date. In other words, it denied them

the step increase they would otherwise have received. In the opinion of the undersigned, this was not contractually permissible. The undersigned reads the last paragraph of Article 31.02 and 31.03 together as requiring the Employer to credit employes with a January 1 anniversary date with a step increase before moving them to their new location on the salary schedule following their reclassification. Since the Employer failed to do so here, it violated the Agreement.

The factual situation of grievant Brooks is different from that of Lunenschlos and Lauden because she did not have a January 1 anniversary date. Instead, her anniversary date had previously been determined by the Employer to be March 15. Since she did not have a January 1 anniversary date, it follows that the Employer did not have to credit her with a step increase on January 1, 1991 when it moved her to her new location on the salary schedule following her reclassification. Thus, she was placed in the proper position on the salary schedule on January 1, 1991. This finding does not end the matter though because Brooks was still entitled to receive a step increase on her next anniversary date pursuant to Article 31.03. That did not happen. Specifically, Brooks did not receive a step increase on her next anniversary date (March 15, 1991) as she should have. That being the case, this (in)action also constitutes a contractual violation.

In order to remedy these contractual violations the Employer shall move all three grievants up one step on the salary schedule and make them whole. Specifically, Lunenschlos shall be moved to step 6 of pay grade 10 effective January 1, 1991; Lauden shall be moved to step 1 of pay grade 10 effective January 1, 1991; and Brooks shall be moved to step 4 of pay grade 8 effective March 15, 1991.

Based on the foregoing and the record as a whole, the undersigned enters the following

AWARD

1. That the County was not bound to the decision of its supervisors sustaining these grievances at the first step of the grievance procedure;

2. That the County violated Article 31 of the collective bargaining agreement in the manner in which it placed the grievants on the salary schedule for 1991 following their reclassifications;

3. That in order to remedy this contractual breach, the Employer shall make the grievants whole for their losses by taking the action noted above.

Dated at Madison, Wisconsin this 5th day of December, 1991.

By Raleigh Jones /s/
Raleigh Jones, Arbitrator