

BEFORE THE ARBITRATOR

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 In the Matter of the Arbitration :  
 of a Dispute Between :  
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 ADAMS COUNTY PROFESSIONAL EMPLOYEES :  
 UNION LOCAL 1168, AFSCME, AFL-CIO : Case 69  
 : No. 48070  
 and : MA-7493  
 :  
 ADAMS COUNTY :  
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Appearances:

Mr. Samuel Froiland, Staff Representative, Wisconsin Council 40, AFSCME,  
Mr. Michael J. McKenna, Adams County Corporation Counsel, P.O. Box 450,

AFL-CIO  
 Friend

ARBITRATION AWARD

Adams County Professional Employees Union, Local 1168, AFSCME, AFL-CIO, hereafter the Union, and Adams County, hereafter the Employer or County, are parties to a collective bargaining agreement which provides for the final and binding arbitration of grievances arising thereunder. The Union, with the concurrence of the County, requested the Wisconsin Employment Relations Commission to appoint a staff member as a single, impartial arbitrator, to resolve the instant grievance. On October 20, 1992, the Commission appointed Coleen A. Burns, a member of its staff, as impartial arbitrator to resolve the instant dispute. A hearing was held on November 23, 1992, in Friendship, Wisconsin. The hearing was not transcribed and the record was closed on January 22, 1993, upon receipt of written argument.

ISSUE:

The parties stipulated to the following statement of the issue:

Did the Employer violate the collective bargaining agreement when it failed to give Jeanne Heideman and Lisa Krizan the negotiated 2% wage increase effective 7/1/91? If so, what is the appropriate remedy?

BACKGROUND:

On May 6, 1991, the County and Union executed a written agreement which contained the following provision:

- 3. In addition, the parties agree to the following wage increase:
  - 1/1/91 - 3% across the board
  - 7/1/91 - 2% across the board
  - 1/1/92 - 3% plus 25 cents across the board
  - 7/1/92 - 2% across the board

On July 29, 1991, Jeanne S. Heideman, a member of the Local 1168 negotiating committee, sent the following letter to George Dixon, Chairman of the Adams County Personnel Committee:

As we discussed at our July 26, 1991 meeting, the Union is receptive to settle the salary of the Public Health

Nurse position.

First, if an agreement is reached on this issue, the Union is willing to agree that the wage rate settlement for this position shall not be precedential insofar as any future disputes regarding wage rates for other positions. This settlement will not be used to argue in support of other wage rate increases.

Accordingly, we propose that the wage rate for Public Health Nurses for 1991 be established as follows:

1. Start, \$10.50; 6 months, \$11.16; 1 year, \$11.83; 2 years, \$12.51; and 5 years, \$12.62.
2. To facilitate recruitment of Nurses, the County may hire new nurses at the starting, 6 month, or 1 year rate of pay.
3. Public Health Nurses will additionally receive general wage increases as agreed to for other professional employees, exclusive of any wage adjustments or reclassifications as may be agreed to.

Please respond at your earliest convenience.

On August 29, 1991, Heideman was present at a meeting of the County Personnel Committee. The minutes of this meeting, which were prepared by the County, contain, inter alia, the following:

Ms. McFarlin gave the committee the latest figures she has received for a starting salary for a Public Health Nurse. We currently have a nurse interested who needs to make a competitive salary. It appears that the going salary is \$11.50 an hour. Our currently (sic) salary is \$9.15. Summer help at the Highway receive \$7.00 an hour and need no qualifications. Home Health would be paying \$13.00 an hour for the same qualifications that we require. This has been discussed with the Health Committee and they realize this is below the current market rate is going for around here and the current nurse would be out of line for salary. Ms. McFarlin's salary is not under consideration here, but it would have an impact on Ms. Heideman. Ms. Heideman is making \$11.27 an hour and that is after 12 years. What is being asked is that the starting scale be at whatever the committee or County Board decides and then the steps would be increased from that point. It should be realized that there are many programs being done now that were not being done when the study for Arthur Young was completed. Right now we are dealing with a Union position. It was thought that this should be dealt with at the Health Committee level. This has been discussed often at the Committee level. Red circle rates were discussed. Motion by Podoll/Babcock to offer \$11.25 per hour for a starting wage for a Public Health Nurse and increase the wage steps in the Union

contract and to use this to red circle Jean Heideman. This should be taken to the Public Health Committee and to get the necessary waiver agreements from the Union so this can be acted on. This should be brought to the County Board in the form of a Resolution at the September meeting. Motion carried by unanimous voice vote.

On September 24, 1991, the Adams County Board adopted the following:

Resolution No: 92-1991

INTRODUCED BY: Personnel Committee & Health Committee

INTENT & SYNOPSIS: To adjust pay schedule for Public Health Nurse position in order to attract applicants.

FISCAL NOTE:

WHEREAS: The current starting hourly rate for the position of Public Health Nurse is \$9.15, which pay has failed to attract any qualified candidates to fill the current vacancy where the local rate for the same position is \$11.50 per hour; and

WHEREAS: the County is desirous of raising the wage rate to a competitive level, but the new schedule is not intended to exceed that offered by other area health care providers, which could possibly initiate a "bidding war;" and

WHEREAS: the schedule set forth below for this union position, which includes a salary increase above the three percent raise negotiated with the union, shall nonetheless not include the negotiated three percent raise for 1991 only, subject to union approval.

NOW, THEREFORE, BE IT RESOLVED: by the Adams County Board of Supervisors to approve the hourly rate schedule for the position of Public Health Nurse as set forth below and contingent upon union approval on the terms listed above:

<u>Start</u>	<u>6 Months</u>	<u>1 year</u>	<u>2 years</u>	<u>5 years</u>
\$11.25	\$11.91	\$12.58	\$13.26	\$13.60

. . .

The wage schedule set forth in Resolution No. 92-1991 was implemented by the County shortly after the Resolution was adopted by the County Board. The County did not apply the 1991 across the board wage increases referenced in the May 6, 1991 agreement to this wage schedule.

In December of 1991, Lisa Krizan was hired by the County as a Public Health Nurse and was paid a starting rate of \$11.25 per hour. In 1992, the

County did apply the 1992 wage adjustments reflected in the May 6, 1991 agreement to the Public Health Nurse schedule set forth in Resolution No. 92-1991.

In June of 1992, the Public Health Office received a wage schedule from an unknown source in the Courthouse which contained the following:

	<u>Start</u>	<u>6 mo.</u>	<u>1 yr.</u>	<u>2 yr.</u>	<u>5 yr.</u>
Public Health Nurse	\$12.31	13.02	13.73	14.17	14.83

Heideman and Krizan, hereafter the Grievants, understood that this schedule contained the wage schedule effective July 1, 1992. When they did not receive this wage effective July 1, 1992, they each filed a grievance contesting the failure of the County to apply the 2% general wage increase effective July 1, 1991 to the wage schedule set forth in Resolution No. 92-1991.

#### POSITIONS OF THE PARTIES:

##### Union:

Resolution No. 92-1991, by which the County adjusted the wage for Public Health Nurses covered by the collective bargaining agreement, states in part that such an adjustment ". . . shall nonetheless not include the negotiated 3% raise for 1991 only, subject to Union approval". The Union submits that Union approval for this wage adjustment was not sought by the County at any point during subsequent negotiations between the County and the Union and, even if the Union had agreed to the Resolution as drafted the County, the language of the Resolution implies that the 2% increase in July of 1991 should apply.

At hearing, personnel committee members stated that it was their belief that Local 1168 representatives understood and agreed that the wage for Public Health Nurses adopted by Resolution No. 92-1991 would not be subject to the general wage increase for 1991. The County, however, has offered no evidence that such bargaining took place.

Upon receipt of the County classification proposal by the County Public Health Nursing service, the Grievants became aware of the disparity between their wage and the wage which they should have been earning by virtue of Resolution 92-1991. At this time, the 1991-92 collective bargaining agreement had not yet been drafted and distributed to the membership because the parties had not completed negotiation on language items.

From July 1, 1991 through December 31, 1991, Jeanne Heideman was paid at the rate of \$13.60 per hour, rather than the negotiated \$13.87 per hour. Heideman worked 440.25 hours during this period. From January 1, 1992 through June 30, 1992, Heideman was paid at the rate of \$14.26 per hour, rather than the negotiated \$14.54 per hour. Heideman worked 711.5 hours during this period. From July 1, 1992 to date, Heideman has been paid at the rate of \$14.55 per hour, rather than the negotiated rate of \$14.83 per hour.

Lisa Krizan worked 99 hours during the period from July 1, 1991 through December 31, 1991 and was paid at the rate of \$11.25 per hour, which rate did not include the 2% general wage increase which was effective July 1, 1991. During the period from January 1, 1992 through June 30, 1992, Krizan worked 540.5 hours and was paid at the rate of \$11.84 per hour, rather than the negotiated \$12.07 rate. From July 1, 1992 to date, Krizan has been paid at the rate of \$12.77 per hour, rather than the negotiated rate of \$13.02 per hour.

The failure of the County to implement the collectively bargained 2% wage increase for July 1, 1991 has denied the two Grievant the appropriate wage

since July 1, 1991. The Grievants should be made whole for all time worked during the period following July 1, 1991.

County

On May 6, 1991, a wage agreement was entered into by both parties which provided wage increases to Union employes for the period 1991-1992. Both parties were concerned that the County needed to attract qualified nurses for the Public Health Nurse position and agreed to negotiate a separate agreement for the Public Health Nurse. County Supervisors Szczesny and Fritz testified that the wages of the separate agreement were not subject to either the January 1, 1991 increase or the July 1, 1991 increase.

Grievant Heideman's failure to file a grievance or request any increase prior to July, 1992, reflects the fact that both parties, Union and County, were only concerned with determining an appropriate wage to attract a candidate. The language of Resolution 92-1991 further supports this conclusion in that it states that the previous hourly rate of \$9.15 failed to attract any qualified

candidate and that the intent of the Resolution was to raise the wage level to a competitive level.

The specific exclusion of the January 1, 1991 increase of 3% does not mean that there is a specific inclusion of the 2% increase. The word "only" modifies the year, 1991. The most logical interpretation of the Resolution is that all 1991 increases are excluded, all 1992 increases are included. The Grievances are without merit and should be denied.

DISCUSSION:

On May 6, 1991, the Union and the County entered into a written agreement by which they resolved insurance and wage issues for the 1991-92 collective bargaining agreement. 1/ The wage increases agreed upon by the parties were as follows:

- 1/1/91 - 3% across the board
- 7/1/91 - 2% across the board
- 1/1/92 - 3% plus 25 cents across the board
- 7/1/92 - 2% across the board

The written agreement of May 6, 1991 expressly states that the agreement covers the Professional unit represented by the Union.

The position of Public Health Nurse is included in the Professional unit represented by the Union. The written agreement of May 6, 1991 does not state that the position of Public Health Nurse is excluded from insurance and wage provisions of the agreement. At hearing, Grievant Heideman, who was a member of the Union bargaining team which negotiated the agreement of May 6, 1991, confirmed that the agreement covered all bargaining unit employees.

After the parties had executed the written agreement of May 6, 1991, the County encountered difficulty in hiring a Public Health Nurse. According to County Supervisor Ed Szczesny, the County contacted then Union Representative Guido Cecchini to request that the Union renegotiate the wage rate for the Public Health Nurse because the County was having difficulty hiring a Public Health Nurse. Szczesny recalls that Cecchini told the County that they could change the Public Health Nurse wages as long as the Public Health Nurses received more money than had been negotiated in the May 6, 1991 agreement. Cecchini was not present at the hearing and Szczesny's testimony concerning this discussion with Cecchini was not rebutted by any record evidence.

At some point prior to July 29, 1991, Grievant Heideman, a Public Health Nurse and a member of the Union negotiating team, met with Linda McFarlin, the Director of Public Health, to determine the wage level needed to attract new employees. According to Heideman, she and McFarlin agreed that the County would not be receptive to a starting wage rate which exceeded \$10.50 per hour. Using the \$10.50 per hour starting wage rate, Heideman prepared the wage schedule for Public Health Nurse contained in her letter of July 29, 1991, which schedule provided as follows: Start, \$10.50; 6 months, \$11.16; 1 year, \$11.83; 2 years, \$12.51; and 5 years, \$12.62. 2/

1/ The parties continued to negotiate on language items and reclassifications.

2/ The letter of July 29, 1991 indicates that the parties had a discussion on the issue of Public Health Nurse wages on July 26, 1991. The record does not establish the substance of this discussion.

On August 29, 1991, the County's Personnel Committee met to discuss the Public Health Nurse wage schedule. As reflected in the minutes of the August 29, 1991 meeting, McFarlin presented the Committee with information on starting wages for Public Health Nurses which indicated that the County's starting wage rate was not competitive. McFarlin advised the Personnel Committee that she had a candidate for the position of County Public Health Nurse who needed a competitive wage. As is also reflected in the minutes of the August 29, 1991 meeting, the Personnel Committee understood that "What is being asked is that the starting scale be at whatever the County Board decides and then the steps would be increased from that point".

According to the minutes of the August 29, 1991 meeting, the Personnel Committee approved a motion "to offer \$11.25 per hour for a starting wage for a Public Health Nurse and increase the wage steps in the Union Contract and to use this to red circle Jean Heideman." 3/ As set forth in the minutes of the August 29, 1991 Personnel Committee meeting, the Committee recognized that the Public Health Nurse was a Union position and recommended that "the offer be taken to the Public Health Committee and to get the necessary waiver agreements from the Union so this can be acted on".

On September 24, 1991, the County Board adopted Resolution No. 92-1991 which contained the following wage schedule for Public Health Nurses: Start, \$11.25; 6 Months \$11.91; 1 Year \$12.58; 2 Years, \$13.26; and 5 Years \$13.60. Heideman, who was at the County Board meeting when Resolution No. 92-1991 was adopted, could not recall that she, or any other Union Representative, had any discussion with the County Board about this wage schedule at the time of the adoption of the Resolution.

Heideman acknowledges that the wage schedule adopted by the County in Resolution No. 92-1991 was implemented shortly after the Resolution was adopted by the County. While the County did not apply the 2% general wage increase of July 1, 1991 to this wage schedule, Heideman claims that she was not aware of this fact until June of 1992, when the Public Health Office received a wage schedule from an unknown source in the Courthouse which contained the following:

	<u>Start</u>	<u>6 mo.</u>	<u>1 yr.</u>	<u>2 yr.</u>	<u>5 yr.</u>
Public Health Nurse	\$12.31	13.02	13.73	14.17	14.83

Heideman understood that this wage schedule reflected the wages which the Public Health Nurses should receive after receipt of the July 1, 1992 increase of 2%. After comparing the wage schedule received by the Public Health Office in June, 1992, with the wages received after the application of the July 1, 1992 general wage increase, Heideman and Linda Krizan filed their grievances.

Heideman, the only Union Representative to testify at hearing, did not claim that any County Representative expressly stated that the general wage increase of 2% effective July 1, 1991 would be applied to the Public Health Nurse wage schedule referenced in Resolution No. 92-1991. Rather, Heideman stated that she assumed that the County had intended to apply this 2% increase to this schedule. In making this assumption, Heideman relied upon several factors.

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3/ Heideman recalled that there had been a discussion about red circling her wage rate. Heideman, who claimed not to know what was meant by red circling, does not believe that the County subsequently red circled her wage rate.

First, Heideman believed that her letter of July 29, 1991 demonstrated the Union's intent to apply the 1991 general wage increases of 3% and 2% to the new Public Health Nurse rates. Secondly, Heideman believed that, during the August 29, 1991 meeting of the County Personnel Committee, the members of the Personnel Committee implied that the general wage increase of 2% effective July 1, 1991 would be applied to the Public Health Nurse wage schedule generated by the \$11.25 per hour Start wage. Thirdly, Heideman believed that since Resolution No. 92-1991 expressly stated that the new schedule "shall nonetheless not include the negotiated three percent raise for 1991 only", the Resolution evidenced an intent to apply the 2% wage increase effective July 1, 1991 to the new Public Health Nurse schedule. 4/

The letter of July 29, 1991 stated, inter alia, that " we propose that the wage rate for Public Health Nurses for 1991 be established as follows: 5/

1. Start, \$10.50; 6 months, \$11.16; 1 year, \$11.83; 2 years, \$12.51; and 5 years, \$12.62.
2. To facilitate recruitment of Nurses, the County may hire new nurses at the starting, 6 month, or 1 year rate of pay.
3. Public Health Nurses will additionally receive general wage increases as agreed to for other professional employees, exclusive of any wage

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4/ It may be that Heideman also believes that the wage schedule received by the Public Health Office in June of 1992 demonstrates that the County understood that the wage schedule set forth in Resolution No. 92-1991 would be subject to the general wage increase of 2% effective July 1, 1991. However, the record fails to demonstrate that this wage schedule was generated by any County Representative. Accordingly, it would not be reasonable to conclude that this wage schedule reflects the County's understanding with respect to the Public Health Nurse wage rate.

5/ A copy of this letter was sent to Union Representative Cecchini.



adjustments or reclassifications as may be agreed to.

Heideman maintains that Paragraph 3 demonstrated the Union's intent to apply the 1991 general wage increase of 3% effective January 1, 1991 and 2% effective July 1, 1991 to the 1991 wage schedule proposed in the letter. 6/

It is true that the letter of July 29, 1991 was addressed to the County Personnel Committee, George Dixon, Chairman. It is not evident, however, that Dixon, or any other member of the Personnel Committee, referred to the letter of July 29, 1991, or the wage schedule proposed therein, when they met on August 29, 1991. Nor is it evident that, on August 29, 1991, the Personnel Committee was bargaining with Heideman, or any other Union Representative regarding the Public Health Nurse wage proposal. Accordingly, the undersigned is not persuaded that the letter of July 29, 1991 provides any context for construing statements made by the Personnel Committee at the meeting of August 29, 1991.

The testimony of Heideman and Szczesny, as well as the minutes of the August 29, 1991 meeting, demonstrate that the Personnel Committee approved the \$11.25 per hour Start rate in response to Public Health Director McFarlin's remarks that she had a candidate who was interested in a Public Health Nurse vacancy and that she needed a competitive wage rate to attract this candidate.

The fact that this discussion occurred after July 1, 1991 and focused upon a wage rate which would be competitive to a candidate at that time, supports the conclusion that the Personnel Committee intended the \$11.25 per hour to be in effect after July 1, 1991. It follows, therefore, that the \$11.25 per hour would not be subject to either of the 1991 general wage increases.

The minutes of the August 29, 1991 meeting of the Personnel Committee do not contain any reference to the 1991 general wage increases of 3% and 2%. Heideman, however, recalls that the Personnel Committee discussed the 3% wage increase which was to be effective on January 1, 1991, but did not discuss the 2% wage increase which was to be effective on July 1, 1991. Specifically, Heideman recalls that the Personnel Committee stated that they would not apply the 3% 1991 general wage increase to the new Public Health Nurse schedule because the schedule produced by the \$11.25 per hour Start rate was a significant increase.

Szczesny, a member of the County Personnel Committee, recalls that Heideman was present at the August 29th meeting of the Personnel Committee and that all of the discussions concerning the Public Health Nurse wage schedule were held in open session. Szczesny also recalls that the Personnel Committee expressly discussed that the \$11.25 per hour would be the 1991 starting wage for the Public Health Nurse classification and that the schedule generated by this starting wage rate would not be subject to either the 3% increase effective January 1, 1991 or the 2% increase effective July 1, 1991.

County Supervisor Wilbur Fritz, a member of the County Personnel Committee, recalls that, at the time of the August 29, 1991 meeting, the Personnel Committee was aware of the 3% and 2% across-the-board increases which had been negotiated for 1991. Fritz further recalls that the Personnel Committee did not intend to apply this general wage increase to the Public Health Nurse wage schedule generated by the \$11.25 per hour starting wage.

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6/ Heideman's testimony on this point is at odds with her testimony that she and McFarlin agreed upon the \$10.50 Start rate because they did not think that the County would approve a higher rate.

While Fritz did not recount any specific conversation with Union Representatives, he stated that he believed that the Union had understood that the County did not intend to apply the 1991 general wage increases of 3% and 2% to the new Public Health Nurse wage schedule.

As a review of the testimony establishes, Heideman and Szczesny have differing recollections with respect to the discussions which took place at the August 29, 1991 meeting of the Personnel Committee. Specifically, Heideman, unlike Szczesny, does not recall that the Personnel Committee discussed the 2% general wage increase of July 1, 1991.

Unlike Szczesny, Fritz did not state that the Personnel Committee expressly stated that the general increase of 3% effective January 1, 1991 and 2% effective July 1, 1991 would not be applied to the wage schedule generated by the \$11.25 per hour Start wage. While Fritz' testimony is not inconsistent with that of Szczesny, it is not sufficiently corroborative of Szczesny's testimony to warrant the crediting of Szczesny's testimony over that of Heideman.

The fact that Resolution No. 92-1991 references the three per cent raise negotiated with the Union, but does not mention the two per cent raise negotiated with the Union, lends credence to Heideman's testimony that, during the meeting of August 29, 1991, the County discussed the three per cent raise, but did not discuss the two per cent raise. Accordingly, the undersigned has credited Heideman's testimony concerning the discussion which occurred on August 29, 1991 and has concluded that Szczesny is not correct when he states that, during the discussion of August 29, 1991, the Personnel Committee expressly stated that the salary schedule generated by the \$11.25 per hour wage increase would not be subject to either the 3% or 2% general increase for 1991.

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By expressly stating that the 3% increase effective January 1, 1991 would not be applied to the wage schedule generated by the \$11.25 per hour Start wage and failing to address the 2% increase effective July 1, 1991, the Personnel Committee created ambiguity with respect to the application of the 2% wage increase to the Public Health Nurse wage schedule which was under consideration by the Personnel Committee. However, given the focus of the discussion, *i.e.*, approving a Start rate which would attract a current candidate, the undersigned is not persuaded that the most reasonable construction of the ambiguity is that the Personnel Committee intended to apply the 2% general wage increase effective July 1, 1991 to the schedule generated by the \$11.25 per hour Start rate.

More importantly, the record does not demonstrate that the purpose of the August 29, 1991 Personnel Committee was to negotiate the Public Health Nurse wage rate with Heideman, or with any other Union Representative. As set forth in the minutes, the Personnel Committee was making a recommendation of a Start rate to the County's Health Committee and relying upon the Health Committee to "get the necessary waiver agreements from the Union so this can be acted on." Since the statements made by the Personnel Committee during the meeting of August 29, 1991 were not made within the context of collective bargaining, the

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7/ The testimony of the two County Supervisors indicates that, following the execution of the May 6, 1991 written agreement, County Representatives had discussions with Union Representative Cecchini concerning the Public Health Nurse wage rate. It is not evident that Heideman was present at these discussions, or privy to the content of these discussions. It may be that Szczesny is recalling a conversation with Cecchini.

undersigned does not consider the statements made by the Personnel Committee to constitute any offer to the Union concerning the Public Health Nurse wages.

Unlike the motion passed by the Personnel Committee on August 29, 1991, Resolution No. 92-1991 was an offer to the Union made within the context of collective bargaining. Resolution No. 92-1991 offered the Union the following hourly rate schedule for the Public Health Nurse:

<u>Start</u>	<u>6 Months</u>	<u>1 year</u>	<u>2 years</u>	<u>5 years</u>
\$11.25	\$11.91	\$12.58	\$13.26	\$13.60

As set forth in Resolution No. 92-1991, the offer was contingent upon the Union's approval " of the terms listed above". One of these terms was that the salary schedule "shall nonetheless not include the negotiated three percent raise for 1991 only". By expressly referencing the 3% rate, but failing to address the 2% rate, the County Board created an ambiguity as to the County's intent with respect to application of the 2% general wage increase which was effective July 1, 1991 to the Public Health Nurse wage schedule.

Neither Heideman's testimony, nor any other record evidence, demonstrates that the Union was apprised of the wage schedule contained in Resolution No. 92-1991 prior to September 24, 1991, when the County Board adopted the Resolution. Nor is it evident that there were any discussions between the Union and the County concerning the offer contained in Resolution No. 92-1991 at the time that the County adopted the Resolution. Nonetheless, Resolution No. 92-1991 was not created in a vacuum.

Prior to the adoption of Resolution No. 92-1991 by the County Board, the Union had made the proposal contained in Heideman's letter of July 29, 1991. The recipient of this letter was County Board Chairman George Dixon, who was also a signatory to Resolution No. 92-1991. The wage schedule generated by Resolution No. 92-1991 was significantly higher than the wage schedule proposed by the Union in the letter of July 29, 1991, even after application of the 1991 general wage increases to the wage schedule contained in the letter of July 29, 1991. Given this fact, the undersigned does not believe that it is reasonable to construe Resolution No. 92-1991 as offering to increase the rates forth in the Resolution by an additional 2% effective July 1, 1991.

Moreover, the County clarified its intent with respect to the Resolution when it implemented the wage schedule contained in the Resolution and did not apply any of the 1991 general wage increases to this schedule. It is not evident that the Union accepted the offer contained in the Resolution prior to the time in which the County implemented this offer.

The May 6, 1991 wage agreement was in writing and was signed by Representatives of the Union and the County. While Resolution No. 92-1991 expressly states that the wage schedule set forth in the Resolution was subject to Union approval, it is not evident that the Union ever formally approved, or ratified, any wage agreement other than which is contained in the May 6, 1991 agreement.

In summary, the undersigned is not persuaded that the County offered, or that the Union accepted, a proposal to increase the wage schedule set forth in Resolution No. 92-1991 by an additional 2% effective July 1, 1991. Indeed, it is not evident that, following the execution of the May 6, 1991 agreement, the Union and the County entered into any agreement concerning 1991 wages for the Public Health Nurse other than that the County could increase the Public Health Nurse wages which had been agreed upon in the May 6, 1991 agreement. Consistent with this agreement, on September 24th, 1991, the County Board approved and implemented a 1991 wage schedule which increased the wages of the

Public Health Nurse above that which was agreed upon on May 6, 1991.

Based upon the above and foregoing, and the record as a whole, the undersigned issues the following

AWARD

1. The Employer did not violate the collective bargaining agreement when it failed to give Jeanne Heideman and Lisa Krizan the negotiated general wage increase of 2% which was effective July 1, 1991.
2. The grievances of Jeanne Heideman and Lisa Krizan are hereby denied and dismissed.

Dated at Madison, Wisconsin this 14th day of April, 1993.

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