BEFORE THE ARBITRATOR

In the Matter of the Arbitration of a Dispute Between

LABOR ASSOCIATION OF WISCONSIN, INC., for and on behalf of the NORTH SHORE TELECOMMUNICATORS ASSOCIATION LOCAL NO. 521

and

NORTH SHORE PUBLIC SAFETY COMMUNICATIONS COMMISSION

Case 3
No. 59226
MA-11224

(Grievance #2000-48 — Pay Schedule Placement)

Appearances:

Mr. Kevin Naylor, Labor Consultant, Labor Association of Wisconsin, Inc., 2835 North Mayfair Road, Wauwatosa, WI 53222, appearing on behalf of the Association.

Mr. Gary J. Mikulec, Operations Committee Chair and Whitefish Bay Police Chief, 5300 North Marlborough Drive, Whitefish Bay, WI 53217, appearing on behalf of the Employer.

ARBITRATION AWARD

At the joint request of the parties, the Wisconsin Employment Relations Commission designated the undersigned Marshall L. Gratz as arbitrator to hear and decide a dispute concerning the above-noted grievance under the parties' 1998-2000 Agreement (Agreement).

Pursuant to notice, the grievance dispute was heard at the Village Hall in Shorewood, Wisconsin, on December 20, 2000. The proceedings were not transcribed; however the parties authorized the Arbitrator to maintain an audio tape recording of the evidence and arguments for the Arbitrator's exclusive use in an award preparation. By agreement of the parties, the Employer presented its closing arguments at the hearing, the Association submitted its closing arguments in written form, and the Employer submitted a written response to the Association's written arguments.

The Arbitrator received the Employer's written response on February 7, 2001. On the same day, by phone call to the Arbitrator, the Association objected that the Employer's written response went beyond responding to Association arguments by advancing new arguments and by referring to facts not entered into evidence at the December 20 hearing. Later that day, the Arbitrator conducted a conference call with the principal representatives during which they stated their respective positions regarding the propriety of the disputed contents of the Employer's written response. The Arbitrator advised the parties at the conclusion of that call the evidence submitted at the December 20 hearing was the only evidence upon which the award would be issued; that the parties' comments regarding the propriety of the scope of the Employer's response brief would be taken into account by the Arbitrator in analyzing the case; and that briefing of the matter was deemed completed as of the end of the conference call on February 7, 2001, marking the close of the hearing.

ISSUES

At the hearing, the parties agreed that the ISSUES for determination in this matter are as follows:

1. Is the Grievant currently receiving the correct pay rate?

2. If not, what is the appropriate remedy?

PORTIONS OF THE AGREEMENT

ARTICLE 5 - GRIEVANCE PROCEDURE

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Section 5.04: . . . The function of the arbitrator shall be to interpret and apply specific terms of this Agreement. The arbitrator shall have no power to arbitrate wage rates or salary adjustments, except improper application thereof, nor to add to, subtract from, alter or amend any terms of this Agreement. The arbitrator shall be confined to the precise issues submitted for arbitration and shall have no authority to determine any other issue not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination of the issues submitted for a decision.

ARTICLE 6 - SENIORITY

Section 6.01: Seniority is defined as follows:

A. Seniority is based on length of continuous service with the Commission from the last date of hire.

B. Seniority for part-time employees who achieve full-time status shall be prorated on the actual number of hours worked in the preceding calendar year, based on 2,080 hours per year.

Section 6.02: There shall be two categories of seniority, one for full-time and one for part-time employees. The seniority of full-time employees shall take precedence over the seniority of part-time employees.

Section 6.03: Seniority shall be used only to determine the following:

A. Vacation selection;

B. Holiday use;

C. Shift selection, only in the event of a shift opening and provided the most eligible employee meets the necessary requirements for that shift opening. . . .

Section 6.04: Employees shall lose their seniority and their employment for the following reasons:

A. Resignation

B. Discharge

C. Retirement

D. Absence from work without notice for more than two (2) consecutive working days in a calendar year.

E. Failure to report to work within three (3) days after termination of a leave of absence, or after notification of a recall from layoff, unless other arrangements are made with the supervisor or the Chairman of the Operations Committee, or their designee.

F. On layoff for more than one (1) consecutive year.

G. Quit

H. Acceptance of other employment while on leave of absence.

ARTICLE 7 - PROBATIONARY PERIOD / DISCIPLINE

Section 7.01: All original and promotional appointments shall be made for a probationary period of not less than twelve (12) months. The Operations Committee may, at its discretion, extend the probationary period for up to eighteen (18) months.

A. Original Probationary Period: Any new employee shall serve an initial probationary period of not less than twelve (12) months nor more than eighteen (18) months from the date of hire. During or at the end of such probationary period, the employee may be discharged without regard to cause and without recourse to any grievance or appeal procedure.

B. Promotional Probationary Employee: Any promoted employee shall serve a probationary period of six (6) months. If the employee does not pass his probationary period successfully, the employee may be reinstated in the position from which he was promoted or transferred if such position is open. If no suitable position is open, the employee will be laid off.

C. An employee who transfers from full-time status to part-time status shall not be required to serve a probationary period. An employee who transfers from full-time to part-time shall be placed at the bottom of the seniority list for the purpose of establishing a seniority list for future full-time positions available to part-timer employees. For the purpose of establishing salary, pro-rated vacation, holidays and other benefits which may be available, the full-time employee who transfers to part-time shall make his/her selection based on their date of hire.

. . .

ARTICLE 8 - WAGES

Section 8.01: The salary for regular full-time employees shall be as follows:

	1/1/1999 (3.25%)	1/1/2000 (3.25%)	1/1/2001 (2.70%)
Start	12.82	13.24	13.60
After One (1) Year	13.15	13.58	13.95
After Two (2) Years	13.46	13.90	14.28
After Three (3) Years	13.77	14.22	14.61
After Four (4) Years	15.63	16.14	16.58

Section 8.02: The salary for regular part-time employees shall be as follows:

	1/1/1999 (3.25%)	1/1/2000 (3.25%)	1/1/2001 (2.70%)
Start	11.62	11.99	12.32
After One (1) Year	11.90	12.29	12.62
After Two (2) Years	12.45	12.86	13.20
After Three (3) Years	14.33	14.80	15.20

. . .

ARTICLE 24- MANAGEMENT RIGHTS

Section 24.01: Except to the extent specifically abridged by specific provisions of this Agreement, the Commission reserves and retains solely and exclusively all of its inherent rights to manage its own affairs. The sole and exclusive rights include, but are not limited to the following:

1. To direct all operations of the telecommunication system.

2. To establish reasonable work rules.

3. To determine the services and level of services to be offered by the Commission.

4. To take whatever action is necessary to comply with an emergency.

5. To determine the kind and amount of training.

6. To determine the number of employees required, to increase or decrease the size of the work force, and to develop and publish job descriptions.

7. To determine the need for and to schedule overtime.

8. To hire, transfer, promote, or layoff employees.

9. To suspend, demote, discharge or take any other disciplinary action against non-probationary employees for just cause.

. . .

BACKGROUND

Since April 23, 1992, the Employer has operated the North Shore Public Safety Communications Center, serving several suburban communities located north of Milwaukee, Wisconsin. The Association represents the Employer's regular full-time and regular part-time Telecommunicators. As of August of 2000, there were 11 full-time Telecommunicators employed by the Employer in addition to the Employer's part-time personnel.

The Association and Employer have been parties to three collective bargaining agreements, respectively covering calendar years 1993-95, 1996-98 and (the Agreement which covers) 1999-2001. The language of each of those agreements is the same as the portions of the Agreement quoted above, except for general increases in all of the wage rates and for elimination of outdated language relating to the employees' transition from employment by multiple predecessor employers.

The Grievant, C__ W__, has been employed as either a full-time or part-time Telecommunicator since initially being hired on a part-time basis on December 2, 1992, at a rate of $9.11.

When she was promoted to a full-time position on April 7, 1993, she was paid the full-time Start rate of $10.56. When she transferred to a part-time position on May 3, 1996, she went from the full-time after-3-years rate of $12.48 to the part-time after-3-years rate of $11.29. When she was promoted to a full-time position on September 3, 2000, she went from the part-time after-3-years rate of 14.80 to the rate at issue in this case, the full-time Start rate of $13.24.

When the Employer notified Grievant that she would be placed at the full-time Start rate, Grievant filed the subject grievance asserting that, based on her years of service, she should have been placed at the after-4-years full-time rate of $16.14. The grievance asserts that by refusing to pay the Grievant at that appropriate rate, "the Employer has exercised its management rights in an unreasonable manner" and in violation of Agreement Articles 8 Wages, 6 Seniority, 24 Management Rights "[a]nd any other appropriate Article." By way of remedy, the grievance requests that the Employer pay Grievant the hourly rate of $16.14 for all hours worked commencing 9/3/00." (The Union corrected/revised its remedy request at the hearing and in its brief to that reflected in the summary of its position under POSITIONS OF THE PARTIES, below.)

The grievance remained unresolved and was submitted to arbitration as noted above. At the arbitration hearing, the Association presented testimony by the Grievant. The Employer presented testimony by its Operations Committee Chair and Whitefish Bay Police Chief, Gary J. Mikulec. The Association did not object to the Employer's advocate, Mikulec, testifying as a witness, but the Association reserved and exercised its right to object to various aspects of his narrative direct testimony and to cross-examine him.

Grievant testified that when she transferred from full-time to part-time in 1996, she went to the part-time after-3-years rate. Grievant further testified that no one told her that if she later transferred back to full-time she would only be paid at the full-time Start rate. Grievant also testified that she is the only employee of the Employer ever to go from full-time to part-time and back to full-time.

Mikulec testified that in each of the four prior instances where an employee has been promoted from part-time to full-time, the employee has been placed at the full-time Start rate and given no wage schedule credit for prior service. Mikulec acknowledged, however, that he did not know whether the Association was put on notice of the rates of pay at which any of those employees were placed when they were promoted to full-time status.

Additional factual background is set forth in the summaries of the parties' positions and in the discussion, below.

POSITIONS OF THE PARTIES

The Association

It is undisputed that the Grievant's employment by the Employer has been continuous since she was hired in December of 1992. From April 7, 1993 through May 3, 1996, she earned three years and one month of full-time seniority under Agreement Sec. 6.01.A. From May 4, 1996 through September 2, 2000, she earned an additional 80% of 2080 hours or 9.6 months of part-time seniority under Sec. 6.01.B. At no time since her original hire did any of the events listed in Sec. 6.04 occur, so she cannot be deemed to have lost any of her seniority. When Grievant was promoted from part-time to full-time on September 3, 2000, the Employer should have: credited her with all of her years of previous full-time and part-time seniority combined (3 years and 10.6 months); placed her on the after-3-years full-time step rather than at the full-time Start step; and treated her as entitled to advance to the full-time after-4-years step 1.4 months after September 3, 2000. By failing to do so the Employer violated the Agreement.

The Employer's contention that Sec. 6.03 implies that an employee's seniority has no effect on the employee's wage rate must be rejected. That Employer contention improperly fails to read Sec. 6.03 in harmony with: the length of service increments in the Article 8 wage schedules; the last sentence of Sec. 7.01.C.; and the absence of employment status changes (part-time to full-time or full-time to part-time) from the Sec. 6.04 list of circumstances in which an employee would lose seniority.

The Employer's contention that the Agreement was written with the intention of discouraging employees' employment status changes from full-time to part-time or part-time to full-time is undercut by the Employer's failure to show that it ever discussed that concept with the Association during the course of contract negotiations.

The Employer's reliance on past practice is also misplaced. All of the previous situations relied on by the Employer differed materially from the instant case because only in Grievant's September, 2000 situation did the employee promoted from part-time to full-time have previous years of service as a regular full-time Telecommunicator, and only in Grievant's situation did the employee experience a pay rate reduction. In addition, the Employer has failed to show that the Association knew or had reason to know that the Employer had paid those other employees at the full-time Start rate when they were promoted from part-time to full-time.

For those reasons, the answer to ISSUE 1 should be "no." By way of remedy, the Arbitrator should order the Employer to immediately pay Grievant at the full-time after-4-years rate ($16.14 in 2000, $16.58 in 2001) and to make Grievant whole for the difference in pay that she would have received had the Employer placed her on the full-time wage schedule on September 3, 2000 at the after 3-years rate ($14.22) with credit for her combined 3 years and 10.6 months of combined prior full-time and part-time service, and had the Employer accordingly advanced her to the full-time after-4-years rate ($16.14) 1.4 months after September 3, 2000.

The Employer

Grievant is currently receiving the correct pay rate. It was appropriate to place Grievant at the full-time Start rate when she was promoted to full-time status effective on September 3, 2000. Grievant started work on that date as a regular full-time employee following that promotion. Accordingly, she should receive the Start rate specified for regular full-time employees in Sec. 8.01, i.e., $13.24, and she should be deemed next eligible for a step increase on September 2, 2001.

Article 24 reserves to the Employer "all of its inherent rights to manage its own affairs," "[e]xcept to the extent specifically abridged by specific provisions of [the] Agreement." There is no specific language in the Agreement that addresses credit for earlier job status and the impact of that job status on the present rate of salary. The only specific Agreement provision regarding part-time employees achieving full-time status is Sec. 6.01.B. which defines the employee's seniority for specified purposes not including salary. Because there is no specific language in the Agreement providing an employee promoted from part-time to full-time with wage schedule credit for their prior continuous service, Article 24 leaves that matter to the Employer's discretion.

Seniority as defined in Article 6 has no bearing on the determination of the wage schedule step appropriate for an employee. On the contrary, Agreement Sec. 6.03 specifically provides that "[s]eniority shall be used only to determine" vacation selection, holiday use, and shift selection. Grievant has not disputed the Employer's application of the language of

Sec. 6.01.B. as regards vacation selection, holiday use and shift selection. The only dispute here is as to the proper placement of Grievant on the Sec. 8.01 rate schedule. Thus, Article 6 has not been shown to have been violated in this case.

Years of service are not a factor in establishing salary in Article 8 except for adjustments within the respective full-time and part-time salary scales. Section 6.02 provides that "there are two separate categories of seniority, one for full-time and one for part-time employees." These categories are exclusive of one another and not inclusive. Hence, Article 8, Wages, has not been shown to have been violated in this case.

Section 7.01.C. has absolutely no bearing on the instant dispute because it applies by its terms only to employees who transfer from full-time to part-time employment, whereas in this case Grievant was promoted from part-time to full-time employment.

The evidence shows that the Employer has uniformly followed a practice of promoting part-time employees to full-time positions at the starting salary for full-time employees at the time of promotion without consideration of seniority and without credit for any prior service. In the absence of any specific Agreement provision to the contrary, the Employer's treatment of the Grievant in this case has not been shown to have violated the Agreement in any way.

To conclude otherwise would defeat an underlying purpose of the Agreement, which was to discourage employees from repeatedly changing their employment status from full-time to part-time or part-time to full-time. If repeated employee status changes are not significantly discouraged, they could cause serious staffing and recruitment problems that could adversely affect the Employer, the employees and the public.

For those reasons, the answer to ISSUE 1 should be "yes," and the grievance should be denied in all respects.

DISCUSSION

Consistent with the requirements of Agreement Sec. 5.04, the Arbitrator: will confine this discussion to the issues submitted; will not determine any other issue not so submitted; and will not submit observations or declarations of opinion which are not directly essential in reaching the determination of the issues submitted for a decision.

ISSUE 1 turns on the interpretation and application of the terms "Start" and "Year(s)" in Agreement Sec. 8.01 where, as here, without a break in continuous service, the employee returns to full-time employment after an interval of part-time employment preceded by a period of full-time service. The Employer would have those terms interpreted so that Sec. 8.01 placement would focus solely on the employee's most recent full-time employment. The

Association would have those terms interpreted so that Sec. 8.01 placement would focus on the employee's cumulative continuous service including full-time and part-time. The language of Sec. 8.01, alone, does not rule out either of those interpretations.

The existence of two or more plausible interpretations of the language of Sec. 8.01 does not make the function of interpretation and application of those terms a matter reserved to the Employer by Article 24. Article 24 reserves to the Employer the rights to manage its own affairs "[e]xcept to the extent specifically abridged by specific provisions of [the] Agreement." However, Sec. 8.01 specifically provides differing wage rates for full-time employees depending on whether those employees are placed at the "Start" rate or the "After One Year," "After Two Years," "After Three Years" or "After Four Years" rate; and Sec. 5.04 specifically makes it "[t]he function of the arbitrator . . . to interpret and apply specific terms of [the] Agreement." Thus, Article 24 does not reserve to the Employer the right to unilaterally decide how to interpret and apply the specific language of Sec. 8.01. That is a function reserved to the arbitrator by Sec. 5.04.

Reading Articles 8 and 2 (Recognition) together reveals that there are two, but only two categories of employees covered by the Agreement: regular full-time Telecommunicator employees and regular part-time Telecommunicator employees. Reading Secs. 8.01 and 8.02 together reveals that the parties have treated regular full-time employees performing Telecommunicator work as different for wage rate purposes from regular part-time employees performing that work.

Elsewhere in the Agreement, the parties have specifically recognized -- and to some extent provided terms applicable to the possibilities -- that regular part-time employees may become regular full-time employees and that regular full-time employees may become regular part-time employees without losing their continuing employment status with the Employer. Thus, Sec. 6.01.B. defines "[s]eniority for part-time employees who achieve full-time status"; Sec. 7.01.C. contains various provisions relating to "[a]n employee who transfers from full-time status to part-time status"; Sec. 7.01 recognizes the existence of "promotional appointments"; and Secs. 7.01.A. and B., respectively, specify different probationary periods for new employees and for employees who receive promotional appointments.

The only Agreement provision that appears to bear directly on the wage (i.e., salary) implications of a full-to-part-time or part-to-full-time change is the last sentence of Sec. 7.01.C. That sentence provides, "[f]or the purpose of establishing salary, pro-rated vacation, holidays and other benefits which may be available, the full-time employee who transfers to part-time shall make his/her selection based on their original date of hire." (Emphasis added). For the "salary" reference in that sentence to have any meaning at all, it must mean that the full-time employee who transfers to part-time shall be placed on the step of the Sec. 8.02 regular part-time employee wage schedule based on the employee's length of service since the employee's "original date of hire." The placement of Grievant on the after-3-years step of the part-time wage schedule in 1996 was consistent with that interpretation.

By its own terms, Article 6 - Seniority can provide no guidance as to the parties' mutual intent concerning how to place employees on the Sec. 8.01 wage schedule. While Secs. 6.01 and 6.02 contain definitions of seniority, Sec. 6.03 clearly and unambiguously provides that the seniority so defined "shall be used only to determine" vacation selection, holiday use and shift selection in the event of a shift opening. Thus, the express terms of Sec. 6.03, preclude resort to any aspect of the Article 6 definitions of seniority in determining the appropriate full-time wage schedule placement of a part-time employee who has been promoted to full-time.

Claimed Credit for Prior Full-Time Employment

The Union would have the Arbitrator conclude that Grievant is entitled to credit for her prior full-time service because none of the bases for a loss of seniority listed in Sec. 6.04 have occurred. The problem with that analysis is that, in light of Sec. 6.03, seniority as defined in Article 6 is intended to be used only for three purposes not including determining an employee's wage schedule placement.

In part, the Employer would have the Arbitrator conclude that Grievant is not entitled to credit for her prior full-time service because Section 6.02 provides that "there are two separate categories of seniority, one for full-time and one for part-time employees" and because these categories are exclusive of one another and not inclusive. The problem with that analysis is also that, in light of Sec. 6.03, seniority as defined in Article 6 is intended to be used only for three purposes not including determining an employee's wage schedule placement.

The Employer would also have the Arbitrator conclude that Grievant is not entitled to credit for her prior full-time service because one overall purpose of the Agreement is to discourage employees from repeatedly changing their employment status from full-time to part-time or from part-time to full-time to avoid otherwise problematic consequences for staffing and recruitment. An overview of the Agreement provides a rather mixed message in that regard, rather than clearly reflecting the overall purpose asserted by the Employer. Provisions that appear arguably intended to discourage employees from repeatedly changing their employment status include Sec. 6.02 establishing separate categories of full-time and part-time seniority, Sec. 8.02 providing comparatively lower rates than Sec. 8.01 at the first three steps of the respective schedules, Sec. 8.01 establishing a comparatively lower wage rate at the fourth step of the respective schedules, and the Sec. 7.01.C. provision that "[a]n employee who transfers from full-time to part-time shall be placed at the bottom of the seniority list for the purpose of establishing a seniority list for future full-time positions available to part-timer employees." However, provisions that appear inconsistent with an overall mutual intention to discourage such repeated changes of employment status include: the Sec. 7.01.C. provision that "[a]n employee who transfers from full-time status to part-time status shall not be required to serve a probationary period"; the Sec. 7.01.C. provision that "[f]or the purpose of

establishing salary, pro-rated vacation, holidays and other benefits which may be available, the full-time employee who transfers to part-time shall make his/her selection based on their original date of hire"; Sec. 8.01 providing comparatively higher rates than Sec. 8.02 at the first three steps of the respective schedules; and Sec. 8.02 providing a comparatively higher wage rate at the fourth step of the respective schedules. Given the mixed indications in the Agreement language and the absence of any guidance from evidence of bargaining history, the Arbitrator finds the Employer's assertion regarding the Agreement reflecting an overall purpose of discouraging repeated employment status changes to be unpersuasive as a basis on which to resolve ISSUE 1.

The Employer would also have the Arbitrator rely on past practice to conclude that Grievant is entitled to no wage schedule credit for her prior full-time service. However, it is undisputed that Grievant's promotion to full-time on September 3, 2000 is the first and only situation in which a part-time employee with prior full-time service has been promoted to full-time employment. Because the Grievant's promotion to full-time status with prior full-time experience is unique in the parties' experience, there cannot be said to be an established past practice regarding what wage schedule credit for prior full-time work such an employee is entitled to receive.

In the absence of other persuasive interpretive guides to whether the parties' intended the Agreement to require the Employer to credit Grievant with her prior full-time service for wage schedule placement purposes, the Arbitrator finds it appropriate to interpret Sec. 8.01 consistent with the parties' mutual intent -- reflected in the last sentence of Sec. 7.01.C. -- that employees whose employment status has changed be given wage schedule credit for their prior full-time service. In that sentence, the parties provided that wage schedule credit would be given for prior full-time service even when the full-time employee transfers to a part-time position and is paid under the part-time wage schedule in Sec. 8.02. It is more consistent with that mutual intent to interpret "Start" and "Year(s)" in Sec. 8.01 as requiring the Employer to credit Grievant on the full-time wage schedule with her prior full-time experience, than it would be to conclude that the parties mutually intended that she would not be credited for her prior full-time service in the circumstances of this case.

On that basis, the Arbitrator concludes that, read as a whole, the language of the Agreement reflects the parties' intent that, when a part-time employee transfers to a full-time position, Sec. 8.01 full-time wage schedule placement shall include credit for that portion of the employee's continuous service that was full-time in nature.

Claimed Credit for Prior Part-Time Employment

In contrast, the Agreement contains no provision regarding wage schedule credit for prior part-time service paralleling the last sentence of Sec. 7.01.C. If the parties had intended that prior part-time service would be treated the same as prior full-time service as regards

wage schedule placement of employees whose employment status is changing, the parties would have included a sentence regarding prior part-time service paralleling the last sentence in Sec. 7.01.C. The absence of such a parallel provision indicates that the parties did not intend that employees whose employment status changes would be entitled to wage schedule credit for their prior part-time service.

On that basis, the Arbitrator concludes that, read as a whole, the language of the Agreement reflects the parties' intent that when a part-time employee transfers to a full-time position, Sec. 8.01 wage schedule placement shall not include credit for any portion of the employee's continuous service that was part-time in nature.

All of the wage schedule placements of employees who previously transferred from part-time to full-time were treated consistent with that interpretation, i.e., none received wage schedule credit for prior part-time service. However, given the above interpretation based on the language of the Agreement itself, it is not directly essential in this case to determine whether the evidence concerning those previous wage schedule placements would also have been sufficient to bind the parties to the above interpretation. It is therefore not appropriate under Sec. 5.04 for the Arbitrator to express any observations or opinions on that question.

Conclusion and Remedy

When Grievant was promoted from part-time to full-time in September of 2000, the Agreement required that she be placed so that she received wage schedule credit for her prior full-time service but no wage schedule credit for her prior part-time service.

For those reasons, the answer to ISSUE 1 is "no." Upon her promotion to full-time effective on September 3, 2000, the Grievant was entitled to wage schedule placement credit for her three years and one month of prior full-time service for wage schedule placement purposes, but she was not entitled wage schedule placement credit for her prior part-time service. Accordingly, she should have been placed at the full-time after-3-years rate in Agreement Sec. 8.01 effective on September 3, 2000, and she should have been treated as eligible for advancement to the full-time after-4-years rate as of August 3, 2001, in addition to the general wage increases otherwise provided in Sec. 8.01.

Accordingly, the answer to ISSUE 2 is that the appropriate remedy is one requiring the Employer to pay Grievant at the appropriate rate and to make her whole for its failure to place her on the full-time wage schedule effective September 3, 2000 with credit for her three years and one month of prior full-time service. The Union's request that Grievant also be credited on the full-time wage schedule for her prior part-time service is denied.

DECISION AND AWARD

For the foregoing reasons and based on the record as a whole, it is the decision and award of the Arbitrator on the ISSUES noted above that:

1. No, the Grievant is not currently receiving the correct pay rate.

2. The appropriate remedy is for the Employer, its officers and agents, to

   (a) promptly begin paying Grievant at the full-time after-3-years rate;

   (b) promptly make Grievant whole, without interest, for losses she experienced by reason of the Employer's failure to pay her at that rate since September 3, 2000; and

   (c) treat Grievant as entitled to advance to the full-time after-4-years rate as of August 3, 2001, in addition to the general wage increases otherwise provided in Sec. 8.01.

3. The Arbitrator retains jurisdiction for at least 30 calendar days from the date of this Award to resolve, at the request of either party, any dispute that may arise as to the meaning and application of the remedy specified in 2(a)-(c), above.

4. The Association's request for relief in addition to that set forth in (a)-(c), above, is denied.

Dated at Shorewood, Wisconsin, this 20th day of February, 2001.

Marshall L. Gratz /s/
Marshall L. Gratz, Arbitrator

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