BEFORE THE ARBITRATOR

In the Matter of the Arbitration of a Dispute Between

WISCONSIN COUNCIL 40, AFSME, AFL-CIO

and

CITY OF OSHKOSH

Case 335
No. 61427
MA-11935

Appearances:

Davis & Kuelthau, S.C., by **Mr. William G. Bracken,** Employment Relations Services Coordinator, and **Attorney Tony J. Renning,** 219 Washington Avenue, P.O. Box 1278, Oshkosh, Wisconsin 54903-1278, appearing on behalf of the City.

Mr. Richard C. Badger, Staff Representative, Wisconsin Council 40, AFSCME, AFL-CIO, P.O. Box 2825, Appleton, Wisconsin 54913, appearing on behalf of the Union.

ARBITRATION AWARD

The City of Oshkosh (hereinafter City) and Oshkosh Clerical-Paraprofessional Employees Union Local 796-B, AFSCME, AFL-CIO (hereinafter Union) are parties to a collective bargaining agreement that was in effect at all times relevant to this proceeding which provides for final and binding arbitration of certain disputes. A request to initiate grievance arbitration was filed with the Wisconsin Employment Relations Commission on July 22, 2002. Commissioner Paul A. Hahn was appointed to act as arbitrator on July 22, 2002. Hearing took place on August 15, 2002, in the City of Oshkosh, Wisconsin at the Senior Citizen Center. The hearing was transcribed. The parties were given the opportunity to file post hearing briefs. Post hearing briefs were received by the Arbitrator on October 28, 2002. The parties were given the opportunity but declined to file reply briefs. The record closed on November 14, 2002.

To maximize the ability of the parties we serve to utilize the Internet and computer software to research decisions and arbitration awards issued by the Commission and its staff, footnote text is found in the body of this decision.

ISSUE

Union

Did the City violate the collective bargaining agreement when it added one-half hour to the daily shift of the communication officers' daily schedule without added compensation and without negotiating the matter with the union's recognized bargaining agent?

If so, what is the remedy?

City

Did the City violate Article VI, Section 3, of the collective Bargaining Agreement when it modified the hours worked by the Telecommunication Clerks? If so, what is the appropriate remedy?

Arbitrator

Did the City violate Article VI, Section 3, of the collective Bargaining Agreement when it modified the shift hours worked by the Telecommunication Clerks? If so, what is the appropriate remedy?

RELEVANT CONTRACT LANGUAGE

ARTICLE VI

WORK HOURS

SECTION 1. The work day and work week shall be as follows: 8:00 A.M. to 4:30 P.M., Monday through Friday. Exceptions to this Article shall be: the custodians whose normal work day shall consist of not more than 7.5 hours performed Sunday through Saturday, not to exceed 37.5 hours; the normal work week for Courtesy Aides shall be Monday through Saturday, not to exceed 37.5 hours; the normal work week for the museum employees shall be Sunday through Saturday. The normal work day shall be 7.5 hours. When Museum employees are required to work Saturday and Sunday they shall receive their two days off normally during the same pay period. The employer may change the hours of the work day in the best interest of the public, provided the number of hours per work day is not increased.

Effective 1/1/02 add:

Upon mutual agreement between the employee and his/her supervisor, an alternate work schedule may be assigned to an employee provided that overtime and compensatory time would not be triggered if scheduled over 7.5 hours on a regular basis.

SECTION 2. In the event an employee is called in to work, such employee shall be entitled to two hours compensatory time off, as a minimum even though the time involved may be less than two hours, when the employee is otherwise unscheduled to work.

SECTION 3. The Word Processing Operators and Telecommunications Clerks shall continue to work the 5-2, 5-3 schedule. They shall receive 12 floating holidays in lieu of the designated calendar holidays. Changes in the schedule shall be subject to negotiations. The hourly rate shall be determined by dividing the biweekly rate by 75.0 hours.

SECTION 4. This provision shall only apply to police support staff employees listed below:

Telecommunications Clerks and Word Processors shall be paid a call-in premium of two hours' pay at his/her regular wage rate in addition to actual time worked.

STATEMENT OF THE CASE

This grievance involves the City of Oshkosh, Wisconsin and Oshkosh Clerical-Paraprofessional Union Local 796-B, AFSCME, AFL-CIO. (Jt. 1) The Union alleges that the City violated the collective bargaining agreement by modifying the work schedule of the telecommunication officers (hereinafter officers) from an eight-hour to an eight and one-half hour shift without added compensation and without negotiating said change with the Union. (Jt. 2) The grievance was filed on May 31, 2001 by the three regular full-time officers and an officer who fills a floating position working between regular shifts. (Jt. 2) The City denied the grievance and the matter was submitted to the parties' grievance procedure and ultimately to arbitration. (Jt. 5 & 6)

The three officers work a five days on – two days off and five days on – three days off work week schedule. The shift schedule, prior to the grievance, was a first shift from

6:15 a.m. to 2:15 p.m., a second shift from 2:15 p.m. to 10:15 p.m. and a third shift from 10:15 p.m. to 3:00 a.m. The part-time officer, who works as a floater, worked a rotating shift between the first shift and second shift. The officers' shifts were aligned with the shifts of the police officers. This schedule resulted in the officers working an eight-hour shift with one-half hour for lunch or a seven and one-half hour working shift. The officers worked this weekly and daily shift schedule for approximately 14 years. (Jt. 4, 7, 8 & 9) The officers are paid a bi-weekly salary. (Jt. 1) Because of the 5-2, 5-3 shift schedule, the officers do not work the same number of hours every pay period; over the course of a year, their bi-weekly hours average 70 hours per pay period. (City 12)

During the course of contract negotiations, the word processing clericals in the police department, who are also members of Local 796-B, contacted Local Union President Paul Poeschl, by memorandum dated April 12, 2001, that it was their belief that while the telecommunication officers worked a seven and one-half hour day, they, the word processors were working an eight-hour day even though both classification worked a 5-2, 5-3 schedule; the memorandum to Poeschl questioned why the word processors were working one-half hour longer each day. The word processors requested that Poeschl contact City Director of Administrative Services, John Fitzpatrick, and set up a meeting to discuss the matter. (Jt. 10) Poeschl enclosed a copy of the fax with a letter to Fitzpatrick dated April 20, 2001 requesting a meeting to discuss the matter related to the work day of the Telecommunication Officers and the word processing clericals. (Jt. 10)

A meeting was held on May 1, 2001 between Fitzpatrick and Poeschl and other City representatives, including Police Captain Van Ness, who is in charge of administration for the Police Department. Prior to that meeting, Van Ness calculated the actual hours worked of the two classifications of employees over a year period and discovered that the officers were working 70 hours in a bi-weekly pay period and the word processing clerks were working a 75 hour schedule, supporting the word processing clericals inquiry that they were working one-half hour a day longer than the officers. This resulted in the Telecommunication Officers receiving their pay based on 70 hours of work, and the word processing clericals receiving their salary based on 75 hours of work. The City, in the May 1st meeting with Local Union President Poeschl, presented these figures and discussed with Poeschl that the computations by Van Ness demonstrated an inequitable pay situation between the officers and the word processing clericals.

There is significant dispute as to what transpired at the May 1, 2001 meeting. When City representatives left the meeting with Poeschl on May 1st, they felt and argue that there was an agreement with Poeschl, representing the Local, that there was an inequity between these two classifications of employees and that the inequity should be corrected by making the officers work an additional one-half hour each day without any additional pay. Poeschl denies that such an agreement was reached; he regarded the May 1st meeting merely as discussion as

to what appeared to be an inequity in the number of hours worked between the officers and the word processors. The City regards the meeting with Poeschl as satisfying the negotiations requirement of the collective bargaining agreement. The Union disputes that any negotiations took place and argues that there was never any agreement to change the hours of work of the officers.

On May 21, 2001, representatives of the City and Poeschl met with the telecommunication officers and advised them of a revised schedule which would require them to work an extra one-half hour a day without any additional pay. (Jt. 3 & 4) The May 21, 2001 meeting was the first time the telecommunication officers became aware that there was any problem or discussion of the issue raised by the word processing clericals; the officers disagreed with modifying their work schedule which had been in place for 14 years. The schedule was to go into effect June 3, 2001. (Jt. 4) The telecommunication officers filed their grievance on May 31, 2001. (Jt. 2)

The parties failed to achieve resolution through the grievance procedure. The matter was appealed to arbitration. No issue was raised as to the arbitrabilty of the grievance. Hearing in the matter was held by the arbitrator on August 15, 2002.

POSITIONS OF THE PARTIES

Union

The Union takes the position that no written documentation exists to show that the parties ever intended the Telecommunication Officers to work more than eight-hour shifts. The Union submits that the work hours published in the City 's Telecommunications Officers Training Program (Jt. 7) establishes an eight-hour shift, resulting in seven and one-half hours of work. The Union argues that for 14 years there has been a clear past practice that the officers only worked an eight-hour shift and that this practice has been continued through several collective bargaining agreements during the 14-year period. The Union argues that this past practice meets all the requirements of a past practice; unequivocal, clearly enunciated and acted upon and readily ascertainable over a reasonable period of time as a fixed and established practice accepted by both parties. Citing case law, the Union submits that existing practices regarding major conditions of employment are included within a collective bargaining contract and when such a practice has been established and not repudiated by contract negotiators over several contacts, the negotiators must reasonably be expected to be conscious of the practice.

The Union takes the position that the hearing exhibits and testimony support their position that the Telecommunications officers were to work eight hour shifts rather than eight and one-half hour shifts, as shown by the City's own training manuals which highlight that the

officers work eight hour shifts. (Jt. 7 & 8) The Union notes that these shifts coincide with the sworn Police officers' schedules, unlike the word processing officers, the telecommunications officers work closely with the sworn officers and therefore having shifts similar to the sworn police officers makes good sense. The Union takes the position that there is nothing in the collective bargaining agreement that prevents the telecommunication officers and the word processing clericals from working different hours. The Union argues that any attempt by the City to rest its argument on Article VI, Section 3, that the hourly rate shall be determined by dividing the bi-weekly rate by 75 hours is problematic. The Union submits that hourly rates are not the official rate of pay under the collective bargaining agreement as stated in the wage schedules in Joint Exhibit 1 which state that the bi-weekly rate (salary) is the only official rate. Secondly, the Union submits that the express purpose for calculating the hourly rate was to determine the base rate when calculating overtime.

The Union takes the position that it never demanded that the City change the work schedules of either the word processing clericals or the telecommunication officers. The Union argues that it had a reasonable expectation that work hours would not be changed without prior negotiations, and the City made no effort to formally negotiate these changes with the Union's authorized bargaining agent and therefore the City was in violation of Article VI, Section 3 which requires "negotiations" before there can be changes in the schedule of the telecommunication officers. The Union submits that the meeting with Union Local President Poeschl did not constitute negotiations and did not result in an agreement to change the telecommunication officers' work schedule.

In conclusion, the Union argues that the City violated a longstanding, mutually agreed upon past practice and ignored its own policies and procedures manual when it unilaterally changed the telecommunication officers' work schedule by adding one-half hour to their daily shift. The City did not negotiate this matter with the Union. The Union requests that the grievance be sustained and the telecommunication officers be returned to their previous shift schedule and be fully compensated for every day they worked an additional one-half hour.

City

The City contends that Article VI, Section 3 of the collective bargaining agreement requires that telecommunication officers work on average 75 hours on a bi-weekly basis. The City submits that once the City became aware of the fact that the officers were working less than 75 hours on a bi-weekly basis, it discussed with the Union how to rectify the situation and reached agreement with the Union to add one-half hour per day to the schedule as this would correct an inequity between the word processing operators and the Telecommunication Officers. Citing the collective bargaining agreement, Article VI, Section 3, the City submits that its witnesses correctly interpreted the contract to require an average of 75 hours to be

worked by the Telecommunication Officers in a pay period. The City argues that it is clear from the computations done on a yearly basis by Captain Van Ness that the officers were only working 70.2 hours on a bi-weekly basis. Therefore, the City posits that the officers were not working the hours required by the collective bargaining agreement and that the City was within its right to enforce the terms of that agreement and direct the officers to work an additional one-half hour per day.

Contrary to the Union, the City submits that it did negotiate and agree with the Union through its representative, Local Union President Poeschl, to modify the hours of work of the Telecommunication Officers. The City submits that its witnesses clearly established that when they left the meeting on May 1, 2001 with Poeschl there was a consensus and agreement that to correct an inequity between the word processing clericals and the Telecommunication Officers the hours of work for the Telecommunication Officers would be modified by adding one-half hour without any additional pay. The City further avers that Poeschl, as an agent of the Union, had the authority to bind the Union to the agreement that the City argues he reached with its representatives on May 1, 2001.

The City takes the position that given the clear contract language of Article VI, Section 3 there is no need for the arbitrator to consider a past practice analysis. The City avers that the collective bargaining agreement clearly and unambiguously requires the Telecommunication Officers and the word processing clericals to work the same schedule and therefore the Arbitrator is precluded from resorting to past practices of the parties. The City submits in the alternative that if Section 3 of Article VI is deemed unclear and ambiguous the Union has failed to adduce any evidence of a past practice that is unequivocal, clearly enunciated and acted upon and readily ascertainable over a reasonable period of time as a fixed and established past practice accepted by both parties. The City submits that it was unaware of the past practice and therefore the Union has failed to prove that there was a past practice that was readily ascertainable over a reasonable period of time as a fixed and established practice accepted by both parties. Further, the City posits that its failure to enforce the work schedule in the collective bargaining agreement in the past does not preclude it from doing so now.

The City argues that equity mandates the modification of the Telecommunication Officers' work schedule because of the inequity of these two classifications working side-by-side and working different hours. The City argues that these two sets of employees working side-by-side and receiving the same pay and benefits, with one group of employees working one-half hour less, is simply inequitable and not fair and inhibits a good working relationship as to those employees. The City argues that the concern for equity is what fashioned the remedy in this case and that by adding one-half hour per day to the officers' work schedule, the City was able to ensure that the two classifications of employees work the same number of hours. The City notes that it was the Union, through Local Union President Poeschl, that

raised the issue of a potential error in the Telecommunication Officers work schedule. Prior to Poeschl's raising of the issue to the City, the City was not aware of the discrepancy between these two classifications of employees. The City submits that once the error was discovered, the City responded by working with the Union to resolve the error and corresponding inequity while still abiding by the terms and conditions of the collective bargaining agreement. The City submits that it did nothing more than correct an oversight when it modified the Telecommunication Officers' work schedule and that it had a management right and obligation to correct said error.

In conclusion, the City submits that the Union has the burden of proof to show that the City violated the collective bargaining agreement, and the Union has not met that burden. The evidence, the City argues, proves that the collective bargaining agreement requires that the Telecommunication Officers work an average of 75 hours on a bi-weekly basis and that equity mandates the modification of their work schedule. The City was merely correcting an error when it modified the Telecommunication Officers' work schedule. For these reasons, the City maintains that the grievance is without merit and must be denied.

DISCUSSION

This is a contract interpretation case. The Union alleges that the City violated the collective bargaining agreement by modifying the hours of work of the Telecommunication Officers without agreement or negotiation with the Union. The City counters with the argument that the parties' labor agreement requires the officers to work 75 hours in a pay period, so it was merely correcting an error in the shift hours from an 8 hour shift to a eight and one-half hour shift to give them the same hours of work as the word processors. The City also argues that it had an agreement with the Union to change the hours, resulting from negotiations with the Union as required by the agreement. The Union counters that the agreement does not require 75 hours of work and there were no negotiations or an agreement to modify the shift hours.

The City takes the position that the contract language is clear regarding the 75 hour requirement, and, therefore, I do not need to consider the Union's past practice argument. As set out above, the applicable contract language in section 3 of Article VI states: "The hourly rate shall be determined by dividing the biweekly rate by 75.0 hours". There is logic to the argument of both parties in interpreting this language. It makes sense from the City's point of view that there would be no need to find the hourly rate by dividing the employee's salary by a figure other than the required hours of work. The Union also has a logical interpretation that the figure is used to determine an overtime rate as the employees are paid a salary pursuant to the agreement and rarely do the employees ever work a 75 hour week, some two week periods

are more than 75 hours and some less. I note that the language in Section 1 of Article VI states the exact hours of work in a shift for other employees. This specificity of the hours of work was not carried through in Section 3 regarding the employees in question. I also note that the Director of Administration for the City testified that he interprets the language to "infer" that the officers should work a 75 hour work week. (Tr. 70) I find that this "inference" is recent and only the result of this grievance, not an interpretation that has been of long standing. Rather, it is clear and accepted by the parties, and established by the record, that the telecommunication officers have been working on a yearly average, 70 hours in a pay period or an 8 hour daily shift. Therefore, I find that the contract language is not conclusive enough to have me ignore the Union's past practice argument.

No witness contested the position that these employees have been working an 8 hour shift with a half hour off for lunch for approximately fourteen years without modification. (Tr. 43, 62, 65, 66 & 74) Both parties cited to me the same test to establish a past practice: unequivocal, clearly enunciated and acted upon and readily ascertainable over a reasonable period of time as a fixed and established practice accepted by both parties. The City argues that the Union has failed to meet the standard because the City only found out about the practice when it was brought to the attention of the City in April of 2001; therefore, there was no practice readily ascertainable over a reasonable period of time. (City Brief, Pg. 18)

I find this argument to be without merit. This is a small police department and there are only four telecommunication officers. No one denied that their hours are posted within the Department, and it is difficult to believe that an office manager who works in the same office would not know the hours of work of the employees that he directly supervises, certainly not over 14 years. Police Captain Van Ness creditably testified that "nobody ever thought about it" and "its just always been that way." (Tr. 94 & 95) I find that under any standard of constructive or implied notice the City knew that these telecommunication officers were working an eight hour shift with a half hour lunch and the word processors were working an eight and one-half hour shift with a half hour for lunch resulting in average hours per pay period of 70 and 75 respectively. 1/ Therefore, I find that the Union has met its past practice burden of proof. This is particularly true when one considers that the City's own Training Manual for these officers lists an eight hour shift. (Jt. 7 & 8) This practice became part of the labor agreement and accepted working conditions for these grievants.

1/ "Indeed, the law imputes actual knowledge to those who have the opportunity, by exercise of ordinary care, to possess it."

MAJOR V. COUNTY OF MILWAUKEE, 196 WIS.2D 939, 945 (1995).

> *"Certain things existing in the relation or the conduct of the parties, or in the case between them, beget a presumption so strong of actual knowledge that the law holds the knowledge to exist because it is highly improbable it should not; . . ."*

DYKSTRA V. ARTHUR G. MCKEE & CO., 92 WIS.2D 17, 29 (1979); AFFIRMED 100 WIS.2D 120 (1981).

The next issued to be addressed is that given this established practice was an agreement to amend this shift schedule by adding a half hour(without additional pay) negotiated between the two parties: "Changes in the schedule shall be subject to negotiations", Article VI, Section 3. (Jt. 1) Neither party takes a position that a change in hours does not require negotiations. It is with this issue that there is the most dispute. By a fax from the word processors attached to a letter from Union Local President Poeschl to the Director of Administration, Fitzpatrick, the City was put on actual notice of a discrepancy between the officers and the word processors as to the shift hours the employees were working. (Jt. 10) The City asked Police Captain Van Ness, who heads the Police Division in charge of these employees, to determine if it was true that the officers were working less than their colleagues. Van Ness determined the 70 and 75 hour average shift schedule on a yearly basis, and the Union does not challenge those computations.

Union President Poeschl asked Fitzpatrick for a meeting to discuss the issue and once Van Ness had run the numbers the City gave him one. On May 1,2001, Fitzpatrick called Poeschl at his workplace, the City Library, and arranged a meeting. The City was represented by Fitzpatrick, the Director of Administration, Captain Van Ness and Burrows, the office manager and director supervisor of the employees; Poeschl met with these representatives alone. It is clear from the record testimony that Poeschl had no idea about the jobs of these employees in the Police Department or their hours or working conditions. This would hardly be unusual; the bargaining unit represents many different classifications. Further, Poeschl had only been Local President for a short period of time.

Poeschl was confronted with evidence that two groups of employees, working side by side, and in his bargaining unit were working different shift hours. It is here where the conflict as to what happened at this meeting starts. Poesch viewed the meeting as merely an opportunity for discussion. The City representatives believed that as a result of the meeting an agreement or consensus was reached that the telecommunication officers would have another half hour added to their shift without an increase in pay. The City argues, and so testified through its witnesses, that it negotiated this agreement with the Union as represented by Poeschl, who admitted that he considered himself an agent of the Union. Poeschl denies any agreement, and the Union argues that Poeschl was inhibited by the City representatives in the May 1st meeting and never engaged in any negotiations. I believe that Poeschl was probably not so inhibited, as a twenty-five year employee of the City, by the City representatives, as he was by his newness as Local Union President and his lack of knowledge of the work situation at the police department.

As to whether there were negotiations, I find that in the normal sense of the word there probably were not. There was no evidence of an exchange of proposals. There was no representative present from either the officers or the word processors. There was no written confirmation of any agreement. And as of the May 1st meeting, the City knew that Poeschl had

not spoken to the officers or word processors. This was a significant change to the working conditions of four employees, one of whom had worked the same hourly schedule for fourteen years. (Tr. 43) I find that the most Poeschl agreed to was that there was an apparent inequity between the two sets of employees; I do not find there were negotiations as required by the agreement.

But even if there were negotiations, I do not find that Poeschl agreed to a change in the shift hours for the Telecommunication Officers. While Poeschl's testimony was at times unsure, I do not believe it was evasive or lacking in creditability. When I consider Poeschl's entire testimony, I find that he believed the May 1st meeting to be informational and that at the subsequent May 21st meeting he expected there to be a discussion with the Telecommunication Officers. (Tr. 15, 16 & 25) Poeschl may have unintentionally misled City representatives at the May 1st meeting by stating that he agreed that adding one-hour was a proposal and that he agreed with the calculation put forward by Captain Van Ness. (Tr. 22 & 24) Later in his testimony, Poeschl reiterated that it (the change in hours) at the end of the May 1st meeting was a proposal and consensus as to the issue not a solution, (Tr. 131) that he had to take it to his Board (Tr. 130, 133) and there was no agreement to change hours. (Tr. 132)

I also recognize the testimony of these City witnesses that they believed they had an agreement. Van Ness "felt" that an agreement had been reached. (Tr. 83) Fitzpatrick "thought" a "consensus" had been reached. (Tr. 116) Burrows came out of the May 1st meeting "believing" hours would be changed. (Tr. 141)

Considering the conflict in testimony, the circumstances of the May 1st meeting and the lack of any kind of written agreement to change the hours or any writing memorializing what the parties thought they agreed to on May 1, 2001, I will not find an agreement to alter a past practice which has become a recognized condition of employment for the Telecommunication Officers. Given my finding I do not need to discuss what authority someone in Poeschl's position has to bind the Union in certain situations. It is true that with good labor relations, disputes are worked out, as testified to by Fitzpatrick, between local union officers and the City, but, given this situation, I think the City needed to do more to ensure agreement by the Union even assuming that Poeschl had the authority to change the hours of work of the Grievants without any input from them.

There are things Poeschl could have done after the May 1st meeting but did not, such as contact the Telecommunication Officers regarding the issue. I do not accept that he did not have time. (Tr. 132 & 133) He could have also talked to his Business Representative especially since by the end of the May 1 meeting he knew the issue was a "hot potato." (Tr. 23) It was arguably not enough to just copy his Business Representative on the letter to Fitzpatrick. (Jt. 10) Given the newness of Poeschl in his Presidency in May of 2001, he arguably did not know the extent of his authority.

The City raises a fairness issue. The problem with a fairness argument is that fairness is in the eye of the beholder. The word processors probably regard the City's position as fair. The Grievants clearly do not. But fairness and issues of morale past, present and future are not for me to consider or decide. The labor agreement controls my authority and decision and therefore, I cannot consider this argument under the parties' labor agreement and practice in this case. The City may have only been trying to correct an "error" brought to it by the word processors, but despite good intentions, it was violative of the City's agreement with the Union.

It is my finding, therefore, that the City did violate the labor agreement when it changed the hours of the telecommunication officers. There are two aspects of any remedy. The first is to restore the officers to their previous hourly schedule of eight hours until the parties through true negotiations reach an agreement otherwise. The second aspect of a remedy is the Union's request for pay for the extra half hour worked starting in June of 2001. While I have found that the City violated the Agreement, I believe the Union by Poeschl bears some responsibility for this situation. Therefore, I will direct the City to calculate the extra hours worked by each employee from the time in June of 2001, the schedule was changed to the date of this decision and pay each employee affected one half of the amount due at straight time at their pay rate then in effect.

Based on the record as a whole, I issue the following

AWARD

The City violated the collective bargaining agreement when it modified the hourly shift schedule of the Grievants by requiring them to work an additional half hour per shift without additional pay. The Grievants will within thirty calendar days of the date of this decision be returned to their eight hour shift schedule. The City will calculate for each of the Grievants the number of additional half hours they worked from the date their hourly schedule was modified to eight and one-half hours to the date of this decision only and will pay the grievants one half of the amount due at straight time at their pay rate then in effect. Said payment will be made to each Grievant within thirty calendar days of the date of this decision.

Dated at Madison, Wisconsin, this 9th day of December, 2002.

Paul A. Hahn /s/

Paul A. Hahn, Arbitrator

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