BEFORE THE ARBITRATOR

In the Matter of the Arbitration of a Dispute Between

MANITOWOC COUNTY SHERIFF'S DEPARTMENT EMPLOYEES, LOCAL 986-B, WISCONSIN COUNCIL 40, AFSCME, AFL-CIO

and

MANITOWOC COUNTY (SHERIFF'S DEPARTMENT)

Case 406
No. 65852
MA-13337
(Conversion of full-time position to part-time position)

Appearances:

Mr. Michael J. Wilson, Staff Representative, Wisconsin Council 40, AFSCME, 8033 Excelsior Drive, Suite B, Madison, Wisconsin appearing on behalf of the Manitowoc County Sheriff Department Employees.

Mr. Steven J. Rollins, Corporation Counsel, Manitowoc County, 111 South Ninth Street, Manitowoc, Wisconsin appearing on behalf of the County of Manitowoc.

ARBITRATION AWARD

Pursuant to the provisions of the collective bargaining agreement between the parties, Manitowoc County Sheriff Department Employees, Local 986-B, AFSCME (hereinafter referred to as the Union) and Manitowoc County (hereinafter referred to as the County) requested that the Wisconsin Employment Relations Commission designate the undersigned as arbitrator of a dispute regarding the County's conversion of a vacant full-time Correctional Officer position into two part-time Correction Officer positions. The undersigned was so assigned. A hearing was held on September 15, 2006, at the Manitowoc County Administration Building in Manitowoc, Wisconsin, at which time the parties were afforded the full opportunity to present such testimony, exhibits, other evidence and arguments as were relevant to the dispute. The parties submitted briefs and the Union submitted a reply brief, which was received on November 8, whereupon the record was closed.

Now, having considered the testimony, exhibits, other evidence, contract language, arguments of the parties and the record as a whole, the undersigned makes the following Award.

ISSUES

The parties agree that the issues before the Arbitrator are:

1. Did the employer violate the Collective Bargaining Agreement when it changed a vacant full-time CO position at 1.0 FTE into two 0.75 FTE part-time correctional officer positions?

2. If so, what is the appropriate remedy?

RELEVANT CONTRACT LANGUAGE

ARTICLE 3- MANAGEMENT RIGHTS RESERVED

Unless otherwise herein provided, management of the work and direction of the working force, including the right to hire, promote, transfer, demote, or suspend, or otherwise discharge for just cause, and the right to relieve employees from duty because of lack of work or other legitimate reason, is vested exclusively in the Employer. If any action taken by the Employer is proven not to be justified, the employee shall receive all wages and benefits due him or her for such period of time involved in the matter.

Manitowoc County shall have the sole right to contract for any work and to direct its employees to perform such work wherever located subject only to the restrictions imposed by this Agreement and the Wisconsin Statutes.

Manitowoc County shall have the sole right to subcontract for any work so long as the subcontracting does not cause the layoff of an employee to the street or reduce an employee's hours to less than the number of hours budgeted for the employee in the previous year's budget. Budgeted hours, as used herein, means the number of hours than [sic] an employee is authorized to work and that an employee typically works. Budgeted hours shall not be modified to facilitate subcontracting that would otherwise be prohibited by this provision.

Unless otherwise herein provided, the Employer shall have the explicit right determine the specific hours of employment and the length of work week and to make such changes in the details of employment of the various employees as it from time to time deems necessary for the effective operation of its department. The Employer may adopt reasonable work rules except as otherwise provided in this Agreement.

The Employer agrees that all amenities and practices in effect for a minimum period of twelve (12) months or more, but not specifically referred to in this Agreement shall continue for the duration of this Agreement. The parties recognize the County's right to implement an Employee Assistance Program. Practices and policies established pursuant to the Employee Assistance Program shall not be considered a past practice, regardless of how long they exist. The County reserves the right to modify or discontinue any portion of the program. The decision of the County to modify or discontinue any portion or all of the program shall not be subject to the grievance procedure.

. . .

ARTICLE 10- DEFINITIONS OF EMPLOYEES

A. Regular Full-Time: A regular full-time employee is a person hired to fill a regular full-time position. Full-time employees are eligible to receive all benefits in this Agreement. Outside Employment: It is agreed that an employee of the Department, in accepting employment with the County, has chosen a career which shall take priority over any other outside employment. It is further agreed that this shall not be construed as prohibition of other employment so long as the outside job does not interfere with his or her ability to perform his or her job within the department.

B. Regular Part-Time: A regular part-time employee is a person hired to fill a regular part-time position. Regular part-time employees shall not be used to replace, reduce or displace regular full-time employment.

Regular full-time employees hired prior to January 1, 1984, and working on a continuous basis through December 31, 1983, who subsequently become regular part-time employees and regular part-time employees hired prior to January 1, 1984, shall be entitled to all fringe benefits under this Agreement. (Holiday, vacation and sick leave benefits shall be pro-rated.)

Regular part-time employees hired on or after January 1, 1984, shall be eligible for all fringe benefits under this Agreement prorated according to the percentage of full-time worked by the employee, which percentage shall be determined as follows:

1. The percentage shall be determined two (2) times per year: January 1st - July 1st.

2. The percentage for the ensuing half-year shall be determined by dividing the number of hours paid by nine hundred and seventy-five (975) hours for all employees except clerical which shall be divided by nine hundred and eighty-eight (988) hours, not to exceed one hundred percent (100%).

3. The percentage for newly hired employees will be based upon the regular hours for which they were hired and scheduled to work on an annual basis divided by one thousand nine hundred fifty (1,950) hours for all employees except for clerical which shall be divided by one thousand nine hundred seventy-six (1,976) hours, not to exceed one hundred percent (100%). Percentages shall be recalculated as written in #1 and #2 above provided they have been employed for a minimum of six (6) months.

4. Certain benefits such as pension contributions and longevity are paid per hour and shall not be further prorated.

5. Worker's Compensation leave, layoff and other leave shall not diminish the employee's proration factor.

C. Seasonal: A seasonal employee is a person on the active payroll only during the season in which his or her services are required. Seasonal employees are not entitled to any of the fringe benefits under this Agreement. Seasonal employees shall not be used to replace, reduce or displace regular employment.

D. Temporary: A temporary employee is one hired for a specified period of time (not to exceed six (6) months) and who will be separated from the payroll at the end of such period. Temporary employees receive none of the benefits contained in this Agreement. Temporary employees shall not be used to replace, reduce or displace regular employment.

E. On-Call: Up to three (3) employees can be classified as "casual" employees in Public Safety Joint Services. These employees shall not reduce, replace or displace regular employment.

. . .

ARTICLE 22 - JOB POSTING

A. Notice of vacancies and new positions shall be posted within five (5) working days after the vacancy occurs on the bulletin board in the department as well as the bulletin board in the office of the County Clerk for five (5) working days. Any employee desiring to fill any such posted

vacancy or new position shall make application in writing and submit it to the Personnel Office. After the conclusion of the posting period, the envelope shall be opened at the Personnel Office in the presence of a representative of the Union and a representative of the County Personnel Committee, or its designee, at a time to be mutually agreed upon.

B. Whenever any vacancy occurs it shall be given to the employee with the greatest seniority, provided the applicant for such position is qualified and eligible for the position. The awarding of the position shall occur within seven (7) work days after the completion of the posting period.

When the position of Corrections Officer is filled, promotions to that position will be determined on the basis of qualifications as established through objective tests. Where employees meet the minimum passing requirements their names shall be placed on an eligibility list. Testing for the position(s) of Corrections Officer will be conducted a minimum of once every 18 months at which time all interested employees shall follow the posting procedure. Any employee who did not post for or who did not test for the Corrections Officer position shall not be eligible for promotion to said position until such time as the employee successfully passes the required tests.

. . .

BACKGROUND

The Employer provides general governmental services to the people of Manitowoc County, Wisconsin. Among these services is the operation of a jail. The Manitowoc County Sheriff's Department principally staffs the jail with employees in the classification of Corrections Officer. The Union is the exclusive bargaining representative for the County's Corrections Officers.

In February of 2006, Corrections Officer Mark Christensen vacated his full-time position. The County, rather than posting the opening as one full-time position, posted two part-time positions at 0.75 FTE. The instant grievance was thereafter filed on behalf of "all affected Union members", contending that the division of a full-time position into two part-time positions violated Article 10, §B which defines part-time employee as "A regular part-time employee is a person hired to fill a regular part-time position. Regular part-time employees shall not be used to replace, reduce or displace regular full-time employment." The County denied that it was replacing, reducing or displacing regular part-time employment, and denied the grievance. It was not resolved in the grievance procedure and was referred to arbitration.

At the arbitration hearing, Inspector Robert Hermann testified that part-time employees are used to fill vacancies caused by call-offs, leaves and other short and long term absences of full-time employees. Full-time employees can be used to cover absences, but the Department places limits on how much they can work, such as no more than 12 hours per day and no more than 8 days in a row, to avoid burnout. According to Hermann, using part-time employees allows the Department to avoid overtime when replacing absent employees, and the availability of part-time employees makes it easier for full-time employees to trade shifts with one another.

Manitowoc County Personnel Director Sharon Cornils testified that she is familiar with Article 10, §B of the collective bargaining agreement, and that she decided the provision did not apply to the Sheriff's Department's request to replace the Christensen full-time vacancy with two 0.75 positions. Cornils expressed the opinion that the County retains the right to decide not to fill a vacancy, or to fill it with either full-time or part-time personnel. Cornils stated that the County has done this in the past, citing the 2004 vacancy created by the departure of Corrections Officer Dawn Brandl. According to Cornils, Brandl left a full-time position. That position was then reduced to a 0.50 FTE, and a second 0.50 FTE was created. The two part-time positions were filled by a succession of different personnel, until 2006, when the jobs were both increased to 0.90 FTE. In the same vein, in 2003 the County changed a vacant full-time telecommunicator job vacated by Kathleen Peters into two part-time positions. These actions were taken with the approval of the County Board's Personnel Committee, which must authorize changes in the FTE of positions, but in neither case was there any bargaining with or grievance by the Union.

Cornils agreed with Hermann's analysis of the advantages of part-time employees, and also noted that the use of part-time employees helped the Department avoid call-ins of full-time personnel, which both the Department and the full-time employees prefer to avoid. Cornils also observed that part-time benefits are pro-rated based on the hours worked in the preceding six month period, which can yield a cost savings in some cases.

In addition to the testimony taken at the hearing, the parties stipulated to the introduction of a 1991 arbitration award by Arbitrator William Houlihan regarding the County's use of Reserve Deputies – MANITOWOC COUNTY SHERIFF'S DEPT. (HOULIHAN, SEPT. 23, 1991). The current contract language concerning management rights, job posting and definitions of full-time and part-time employees is identical to that cited in the Houlihan Award, wherein he found that the County used Reserve Deputies to replace, reduce or displace regular employment, notwithstanding the fact that no regular employee was laid off, terminated or denied overtime because of the Reserve Deputies.

Additional facts, as necessary, are set forth below.

The Position of the Union

The Union submits that the County violated Article 10 of the collective bargaining agreement when it split the Christensen vacancy into part-time positions. The Houlihan Award established the proposition that contract means what it appears to say – that the level of full-time employment in the bargaining unit is protected, not simply the employment security of individuals. The County's decision to eliminate a full-time job in favor of two part-time jobs plainly reduced the level of full-time employment in the unit.

The County attempted to show that it replaced the full-time job with two part-time jobs in order to accomplish reasonable goals – allowing greater flexibility in scheduling and reducing costs for covering overtime. However, this is a grievance arbitration proceeding, and the arbitrator's job is not to decide on the basis of equity or what the contract could have been made to say. He must interpret it as it is written. The language is clear, and it does not allow for exceptions based on whether the County has good reasons for its actions.

The Union dismisses the two prior cases cited by the County as examples of lax enforcement of the contract, not evidence of some hidden meaning in the language or Union acquiescence in the County's view that it may disregard Article 10. There is no evidence at all that the Union was aware of how the County treated those two vacancies. The County had clear prior notice through the Houlihan Award of its obligations under the contract, and it may not evade them permanently simply by having successfully avoided them in the cases of Brandl and Peters.

The Union urges a full and meaningful remedy in this case. As noted, the County had clear knowledge that its actions would violate the contract. Anything short of an order that the full-time position be restored, posted and filled, with backpay and benefits retroactive to the date of the violation, would reward the County for its misconduct, and constitute a serious disservice to the process.

The Position of the County

The County submits that it acted in perfect accord with the collective bargaining agreement, and that the grievance has no merit. The Union relies almost exclusively on a 1991 Award by Arbitrator Houlihan. However, that Award addresses the use of temporary employees, not part-time employees, where the violation consisted of failing to separate the Reserve Deputies from employment after six months, as specifically required in the collective bargaining agreement. The arbitrator reasoned that these employees should therefore be transformed into regular part-time employees and awarded backpay and benefits. Critical to his conclusion was his finding that the use of these temporary employees had denied employment to bargaining unit members. In this case, there is no evidence at all of a denial of employment to any bargaining unit member as a result of the creation of two new part-time jobs. Thus the central premise of Arbitrator Houlihan's award is missing, and the 1991 case cannot control the outcome of this case.

The County argues that it has the right, under the Management Rights Clause, to manage and direct the workforce, determine the hours of employment and length of the work week, and "to make such changes in the details of employment of the various employees as it from time to time deems necessary for the effective operation of its department." Given the round the clock operation of the jail, the safety limitations on full-time employee hours, and the complexities of jail staffing, the County's ability to effectively manage its operations requires that it be able to create a mix of full and part-time positions to cover the available shifts. This is fundamental to the County's right to run its operations.

The County notes that it has previously exercised its right to restructure jobs, without challenge or protest by the Union. Both the Kathleen Peters case in 2003, and the Dawn Brandl case in 2004, involved vacant full-time positions that were split into two part-time positions. In both cases, the reasons for the split were the same as in this case – the need for additional flexibility in staffing a 24 hour, seven day operation. In both cases, as in this case, the eventual result has been higher FTE levels in the bargaining unit. The part-time jobs created in this case totaled 1.50 FTE. In each case, even where the nominal FTE of the part-time jobs were not an increase, the actual hours worked were an increase. The FTE is merely the guaranteed minimum. Since part-time employees work available shifts, they always work more than the minimum hours. This has the effect of increasing their pro-ration of benefits, which is based on actual hours worked. Thus the creation of these part-time jobs has increased total employment and compensation levels for the bargaining unit.

Finally, the County argues that, even if the arbitrator somehow concluded that there was a contract violation, the appropriate remedy should be limited to converting the senior part-time employee who bid on the 0.75 FTE vacancies in February of 2006 to a full-time position, with appropriate adjustments to wages and benefits. As there is no evidence in the record about whether the Grievant is that person, the arbitrator should remand the matter to the parties for determination and retain jurisdiction to resolve any disputes.

The Union's Reply Brief

The Union urges the Arbitrator to ignore the County's effort to characterize its actions as some form of restructuring of vacant and new positions, as if that were somehow different from replacing full-time jobs with part-time jobs. The Arbitrator cannot ignore the language and he cannot interpret it so as to erase its meaning. The language of Article 10 is absolutely clear, and if it does not mean that the County is prohibited from replacing full-time positions with part-time positions, it means absolutely nothing.

DISCUSSION

Article 10 of the collective bargaining agreement defines the various categories of employees. In defining both "Regular Part-Time" and "Temporary" employees, it places nearly identical limitations on the use of such employees:

> B. Regular Part-Time: A regular part-time employee is a person hired to fill a regular part-time position. *Regular part-time employees shall not be used to replace, reduce or displace regular full-time employment*.
>
> . . .
>
> D. Temporary: A temporary employee is one hired for a specified period of time (not to exceed six (6) months) and who will be separated from the payroll at the end of such period. Temporary employees receive none of the benefits contained in this Agreement. *Temporary employees shall not be used to replace, reduce or displace regular employment*.

The issue in this case is whether the County's actions in converting an empty full-time position to two part-time positions constituted replacing, reducing, or displacing "full-time employment."

A. The Merits

The first point of reference in a dispute over the meaning of contract language is the language used, and the familiar rule is that clear language is to be applied, while ambiguous language must be interpreted, in order to determine what it was that the parties intended. Language is clear where it is susceptible to but one plausible interpretation. Language may be termed ambiguous where plausible arguments can be made for competing interpretations. The Union's position is that the language of Article 10 is clear, and prohibits replacing full-time positions with part-time positions. The County's position, in essence, is that Article 10 must be read in the context of the Management Rights clause, the practical necessity for part-time employees in making the scheduling system work, and the past instances of restructuring positions.

Considered in the abstract, the question of whether splitting a full-time position into two part-time positions serves to "replace, reduce or displace regular full-time employment" is, on its face, not fully answered by the language alone. A plausible argument can be had over whether the replacement, reduction or displacement must concretely affect an actual full-time employee. The language gives the Union an advantage in such an argument, since the term "full-time employment" is much broader than the term "full-time employee", and strongly suggests that the parties were addressing levels of employment rather than the impact on individuals. However such an abstract analysis might come out, given the specific history here, that argument is not truly available to the County. The distinction between general levels of employment and the impact on individuals has already been resolved, in a binding Award by Arbitrator Houlihan.

In 1991, the Union brought a grievance concerning the County's use of Reserve Deputies. These were sworn officers outside of the bargaining unit who were nonetheless assigned to jailer duties and other bargaining unit work. The Union also filed a unit clarification. The Commission concluded in the unit clarification proceeding that the Reserve Deputies were regular part-time employees. Arbitrator Houlihan first concluded that, while the Reserve Officers may at one time have been considered casual employees, by the time of the arbitration of the grievance, they had clearly been classified part-time employees. He further found that, whether they were treated as regular part-time or temporary part-time, their use was constrained in identical ways:

> "As regular part-time employes, the Reserve Officers are contractually defined and regulated. If their employment was to be temporary, they are similarly defined and regulated by the Labor Agreement. They can be hired for a period not to exceed 6 months and are thereafter separated. They are not to be used to replace, reduce or displace regular employment. These constraints are violated by the Employer's use of the Reserve Officers. The employees were not terminated after 6 months. They were used to replace regular employment." [Joint Exhibit #21, at page 9]

The Arbitrator then addressed the scope of the contract's guarantee that regular employment would not be adversely affected by the use of regular part-time employees. He did so in the context of disagreeing with the County's claim that some individual regular employee must suffer harm before a contract violation takes place:

> "The County argues that no existing employe was laid off, terminated, or denied overtime. That may well be true, but ignores the words of the contract. The contract does not permit temporary employes so long as regular employes are not replaced, reduced or displaced. It permits temporary employes, so long as regular employment is not so affected. It is the overall employment and not the individual status that is contractually protected. The difference here is key. While no bargaining unit member has suffered a loss of hours there are many hours of employment that would have been available to bargaining unit members 2/ but for the use of temporary employes."
>
> ---
>
> *Footnote 2/ This would include members who might have been, but never were, hired.*
>
> ---
>
> [Joint Exhibit #21, at page 9]

The limitation on using temporary employees to "replace, reduce or displace regular employment" in Section D precisely tracks the prohibition in Section B on using regular part-time employees to "replace, reduce or displace regular full-time employment." Where parties use identical terms, they are presumed to mean identical things. Arbitrator Houlihan

concluded that replacement, reduction and displacement referred to the effect on employment levels in the bargaining unit, including potential hires into the unit, and the parties have agreed that arbitration awards are final and binding.[1] It necessarily follows that evidence of a reduction in levels of full-time employment by reason of using part-time employees is what constitutes a violation, not evidence that any particular employee suffered a loss.

The County clearly reduced the level of full-time employment by redefining Christensen's job as two part-time positions rather than one full-time position. I have to agree with the Union that, if the contract language does not address converting full-time jobs - vacant or otherwise – into part-time jobs, it is hard to imagine what it does mean. By definition, that is a reduction in full-time employment and an increase in part-time employment.

The County is correct that overall employment levels in terms of hours worked across the unit have increased as a result of converting full-time jobs into part-time jobs, but the number of general hours worked across the unit is not what the parties agreed to protect in Section B. This language seeks to protect a particular class of employment – regular full-time employment. Thus the fact that the County genuinely believes that part-time employees offer more flexibility and help facilitate the enjoyment of leave benefits and other time off by full-time employees is beside the point. This is not an interest arbitration, and the arbitrator is not empowered to make policy decisions about whether the contract language is too restrictive. The parties' agreement is in place, and if either party finds it too restrictive, its recourse is to seek agreement for an exception.

The County also argues that the right to restructure the work force and hours is a fundamental right of management, protected by the Management Rights clause. It is true that determining the general composition of the work force and number of positions is a traditional function of management. Article 3, fairly read, reserves those rights to management, but expressly qualifies the exercise of those rights by several times noting "Unless otherwise herein provided…" before the enumeration of reserved rights. The collective bargaining agreement does not require a certain number of positions. Nor does it prohibit the use of part-time employees. It does, however, prohibit the replacement, reduction or displacement of full-time positions through the use of part-time employees. Article 10, Section B is an express limitation on the County's discretion to determine the composition of the work force, and by the terms of Article 3 itself, it controls over the general reserved rights of management.[2]

---

[1] See Joint Exhibit #1 – ARTICLE 8 – GRIEVANCE PROCEDURE, at page 7.

[2] The County's brief asserts that no matter what the result of this arbitration, it will retain the broad general right to create and eliminate full-time positions and part-time positions. I decline the County's invitation to speculate about the scope of these rights, other than to note that it is neither the act of creating a part-time job, nor the act of eliminating a full-time job that violates the contract. It is the causal connection between the two acts that violates the contract.

Finally, the County makes reference to the two prior instances in which it replaced full-time vacant positions with part-time positions. It does not really argue that this constitutes a past practice, and such an argument would be difficult to make out, given the lack of any evidence that the Union knew of these instances and evinced some sort of acquiescence. Even if a past practice argument was available, it is nearly impossible to reconcile it with the Houlihan Award. Past practices have three principal purposes – they can shed light on the meaning of ambiguous language, they can establish the existence of an extra-contractual benefit, or in rare cases, they can be used to show that the parties intended to amend an otherwise clear provision of the contract. The degree of proof needed to establish the practice varies according to the evidentiary purpose to which the practice is put. In the case of ambiguous language, the language itself is proof of some mutual intent, and the practice is one element of proof. In that case, the evidence need not be absolutely uniform or clear. In the case of an extra-contractual benefit, the only evidence of mutual intent is the practice, and the evidence of knowledge, regularity and the like must be strong. In the case of amending the contract, the contract language is proof of a contrary intent, and the evidence of a mutually accepted practice must be overwhelming.

In the wake of the Houlihan Award, there was little ambiguity to the relevant provisions of Article 10, and any contrary practice would have to amend the language of that Article in order to overcome the final and binding effect of the Award. Without going on at undue length, the Brandl and Peters cases do not rise to the level of proof required to establish a mutual intent to amend a clear contract provision.

Article 10, Section B forbids the use of part-time employees to reduce, replace or displace full-time employment. The relevant language of the Article has previously been interpreted by Arbitrator Houlihan, and it extends protection to levels of full-time employment against erosion by the use of part-time employees. The language of Article 10 constitutes an express limitation on the otherwise reserved rights of management, and there is no sufficient evidence of a contrary mutually accepted practice to demonstrate that the parties intended to modify that language. I therefore conclude that the County violated Article 10, Section B of the collective bargaining agreement when it reduced regular full-time employment by converting a full-time position to two part-time positions.

B. The Remedy

In considering the appropriate remedy, it bears remembering that the creation of the part-time positions themselves does not violate the collective bargaining agreement. The violation consists of eliminating the full-time position in order to create those positions. The appropriate remedy would be to restore the full-time position effective as of the date the part-time positions were filled. It may well be that this will impact the continued viability of the

part-time positions, but that is a judgment for the County to make.[3] With that general guidance, I conclude that the appropriate remedy is to remand this matter to the parties to discuss and agree on the remedy and the implementation of the remedy. I will retain jurisdiction for a period of time necessary to resolve disputes over the remedy if the parties cannot agree. The parties will have 60 days to either invoke that retained jurisdiction or request an extension of the period of retained jurisdiction.

On the basis of the foregoing, and the record as a whole, I have made the following

AWARD

1. The County violated the Collective Bargaining Agreement when it changed a vacant full-time CO position at 1.0 FTE into two 0.75 FTE part-time correctional officer positions;

2. The parties are to meet and confer in an effort to agree on the appropriate remedy.

3. The arbitrator will retain jurisdiction over this dispute for a period of time necessary to resolve any disputes over remedy, should the parties be unable to reach agreement. If neither party invokes the retained jurisdiction of the arbitrator or requests an extension of jurisdiction within 60 days of the date of this Award, the arbitrator will relinquish jurisdiction.

Dated at Racine, Wisconsin, this 12th day of July, 2007.

Daniel Nielsen /s/
Daniel Nielsen, Arbitrator

[3] The County argues in its brief that the Grievant in this case is an identifiable individual who occupies one of the part-time positions. On the contrary, the grievance was filed on behalf of all affected Union members. It may be the case that that individual is the one who is entitled to relief as a result of this Award, but the record as it stands does not conclusively establish that fact. Thus the discussion of the remedy at this juncture is general in nature.

dag
7162