

AFSCME Council 24
WISCONSIN STATE EMPLOYEE UNION, AFL-CIO
Arbitration Award Summary

WON:		CONTRACT	1997-99
LOST:	XXX	CASE NO.:	15617, 15727, 15800, 15881
SPLIT:		VOLUME:	12-10
ISSUE:	WAGE INCREASES	PROVISIONS:	ARTICLE XII, SECTION 1
ARBITRATOR:	VERNON	LOCAL:	ALL
HEARD:	9/10/98	BARG. UNIT:	ALL
AWARD:	6/11/99	EMP. UNIT:	ALL

This arbitration stems from a disagreement regarding pay increases negotiated in the 1997-99 Master Contract between the Wisconsin State Employees Union and the State of Wisconsin. The pertinent contract provisions at issue were 12/1/2 A, 1.b. and 12/1/2 B, 1.b.

It was the position of the Employer that there was no violation of the contract, that increases were granted to employees in accordance with the language of the 1997-1999 collective bargaining agreement, and that such language was reflective of the intent of the parties. Specifically, that the date for seniority increases under 12/1/2 A, 1.b. was and should have been June 30, 1996 and the date under 12/1/2 B, 1.b. was and should have been June 30, 1997.

It was the Union's position that the additional compensation set forth in 12/1/2 A, 1.b and 12/1/2 B, 1.b. was to be paid to employees who would be at or above the end point of the grid as of June 30, 1997 and June 30, 1998, respectively. This position was based on the contention that the language in the above-cited articles did not express the agreement reached by the parties.

First, the Arbitrator noted that the parties at the bargaining table never drafted language in a narrative form to reflect their tentative agreement on salaries. Instead, they signed off (as a tentative agreement) on a sheet reflecting a cost analysis of the agreement and a salary grid for each year. He noted that there was no dispute that the Employer's conversion of the agreed-to costing sheet to the narrative language in contention was correct as to the amount of the additional base building increase due employees at the top of the schedule. The Arbitrator found that there was no evidence from the Union which showed how their interpretation of the bargain was consistent with the costing sheets or the cost limits of 3% for the first year and 3.5% for the second year. The converse was true as well. There was no evidence to show that the Employer's application of the end-of-the-grid kicker was inconsistent with the costing sheets and cost limits. He found the costing sheets "compelling evidence" because they had been initialed by both parties to the bargain. Although it was unfortunate that there was a colossal lack of understanding between the parties, the Arbitrator found that the bulk of the evidence supported the conclusion that the language drafted by the Employer and approved in the legislative process was harmonious with the basic economic agreement of the parties.

The grievances were denied.