WHEELING PITTSBURGH STEEL CORP. —

Decision of Arbitrator

In re WHEELING PITTSBURGH STEEL CORPORATION (Yorkville Plant) and UNITED STEELWORKERS OF AMERICA, LOCAL 1190, Grievance No. Y94-057, July 11, 1995
Arbitrator: Lamont E. Stallworth

WAGES

— Incentive plan — Revision ▸114.393

Employer's change of incentive plan violated collective-bargaining agreement, which allows employer to change incentive plan only to correct "errors in application of rates of pay," despite contention that employees manipulated figures to keep rate high, where time that certain employees whose work was counted as basis for incentive for department, worked on other jobs was not counted and management had acquiesced in 10-to-20-year practice of allowing employees to do other work, lead man had been shown how to fill out reporting forms by foreman, and management had complained about incentive rates in past but had backed down when employees explained that under team concept other employees helped them on incentive work, which freed them up to do other jobs.

Appearances: For the employer — James B. Hecht, attorney. For the union — Clarence Antonecl, local president.

INCENTIVE PLAN

The Issue

STALLWORTH, Arbitrator: — The Parties submitted the following issue(s) to the Arbitrator:

1. Did the Company improperly cancel an existing incentive plan?
2. Did the Company violate the provisions of the basic labor agreement by establishing a new incentive to replace an existing incentive without proper cause?
3. Did there exist a valid reason for application of Article IV, Section 8 (Correction of Errors) which the Company alleges gives them the right to make the disputed incentive changes?

Relevant Contract Provisions

ARTICLE IV RATES OF PAY

Section 3. New and Adjusted Incentives.

* * *

B. The following shall apply to the adjustments or replacements of incentives:

1. The Corporation shall adjust an incentive to preserve its integrity when it requires modification to reflect new or changed conditions which are not sufficiently extensive to require cancellation and replacement of the incentive and which result from mechanical improvements made by the Corporation in the interest of improved methods or products, or from changes in equipment, manufacturing processes or methods, materials processed, or quality or manufacturing standards. Such adjustment shall be made effective as of the date of the new or changed conditions requiring it and shall be established in accordance with the procedure set forth in Section 33-C below.

2. The Corporation shall establish a new incentive to replace an existing incentive when such new or changed conditions as defined in Paragraph B-1 above are of such magnitude that replacement of the incentive is required.

* * *

Section 6. Existing Incentive Plans.

B. All existing incentive plans in effect on April 28, 1947, including all existing rates incidental to each plan (such as hourly, the addition in Section 6-A above, base, piecework, tonnage, premium, bonus, stand-by, etc), and all incentives installed after April 28, 1947, shall remain in effect until replaced by mutual agreement of the Grievance Committee and the Plant Management or until replaced or adjusted by the Corporation in accordance with Section 3-B of this Article IV.

* * *

Section 8. Correction of Errors.

Notwithstanding any provisions of this Article IV, errors in application of rates of pay shall be corrected.

Background

This is a case involving a change in the incentive plan for the employees in the Black Plate Department of the Employer's Yorkville facility. The incentive plan, known as Y-54 (and as Y-56 for the indirect rate) became effective November 25, 1973.

The incentive plan for the department is figured in terms of the number of coils wrapped and hours worked by the "Bundlers." There are normally two Bundlers in the Department and the incentive rate for the rest of the employees in the department (about fifteen employees overall) is figured as a percentage (about two-thirds) of the Bundlers' rate. The Grievants in this case are all the employees of the Department who are affected by either the direct or indirect incentive earnings.

In the incentive plan (Y-54) the operations needed to prepare a coil by the Bundlers are broken down and a certain number of standard minutes is assigned to each operation. Thus, when each coil of a certain type is prepared, the standard minutes for the entire coil are reported. The standard minutes for all of the coils are totaled

for each day and are divided by the number of actual minutes the Bundlers worked. (Joint Exhibit No. 3).

The Company provided statistics, agreed to by the Union, that demonstrate that from 1977 through 1983 the incentive earnings for the Black Plate Department Bundlers averaged from 232% to 279%. In 1984 that figure jumped to 301% and remained in that range until June, 1994. The Union provided evidence that the reason the incentive jumped at that time was because the Company substantially reduced the number of employees in the department at that time. Because of the significant reduction in employees, and the use of a team concept, the efficiency of the department improved and hence the incentive rate rose, according to the Union's testimony.

The Union presented unrefuted testimony that the employees in the Black Plate Department work as a team, and have done so for many years. Although employees do have assigned jobs, they have assisted each other freely across job lines. Both Union witnesses testified that the other employees in the department help the Bundlers prepare coils.

The lead man in the Department, who acts in the same capacity as the foremen did before that job was eliminated, testified that he reassigns the Bundlers to perform duties other than the Bundlers' duties. Typically, he assigns one Bundler to the job of Black Plate Helper for some portion of every day. When he assigns the Bundlers to perform other jobs, he fills out an "off standards" form, reducing the overall bundling hours. He testified that because of the team concept he can move employees around freely, and that by doing so he saves the Employer the cost of calling someone out on overtime. He also testified that the previous foreman showed him how to fill out the forms, including the reduction of the bundlers' hours.

The Company presented evidence that it began reviewing all of the incentive plans in 1994 and discovered that, for the Black Plate Department, the Bundlers earned an incentive rate above 300% for every day. The other employees in the department earned about 264% of their average rate per day because of the indirect incentive rate.

The Company presented testimony that at first Management believed that the high incentive rate was due to the reduction in crew size in the department and the team concept.

One of Management's witnesses testified that Management discovered that the reason the incentive earnings were so high and fluctuated so little was because the number of hours reported as actual hours worked by the Bundlers as Bundlers was lower than the sixteen (16) hours they are assigned per day. Management witnesses testified that they believed the figures for the hours were being "manipulated" so that the percentage would always come out to around 300%, regardless of how many coils actually were wrapped. According to the Company's testimony, Bundlers in the Department were earning above 300% whether they wrapped forty (40) coils in a day or eighty (80).

Both Union witnesses testified that there had been meetings as far back as the late 1980's regarding the high incentive rates for the Black Plate Department. The Union presented testimony that several Management representatives had dropped their objections, when the dynamics of the team concept and the crew reduction in the Department were explained to them. There also was testimony that at least one Management representative, Mr. Roberts, had told the employees in the Department in 1990 or 1991 that as long as they kept the incentive rate below 306%, Management had no problem with it. However, going above that rate was not acceptable. Mr. Roberts testified that during the above-referenced conversation he told the employees that he was concerned that other duties were being neglected in favor of the coil-wrapping job, and for that reason suggested they reduce their work in that area.

On June 2, 1994, Management changed the way in which the incentive rate was calculated. According to the lead man, he was told to report that the Bundlers worked sixteen (16) hours per day bundling, on every day. This substantially reduced the incentive earnings. According to the Union's evidence, the incentive rate dipped from around 300% to about 115%. The Union presented evidence that this meant a loss of about $50 per day for the lead man, $40 per day for the Bundlers and $20 – $30 per day for the employees on the indirect rate.

On June 20, 1994, the Union filed a grievance over the change in the way the incentive pay calculation was being figured. Management denied the grievance, contending that Bundlers' hours were being charged to the indirect crew, even though they were still performing bundling work.

There was evidence that after the new plan went into effect, coils began piling up in the Black Plate Department. According to the Union's testimony, Management threatened to dis-

cipline the Bundlers but backed off after Union officials argued that all of the crew members should be disciplined if the Bundlers were disciplined because they worked as a crew. The Union also presented evidence that no one has ever been disciplined for any action in regard to how the figures were recorded.

The Company established an interim pay differential of about 250% in order to get out the stacked up coils. The backlog of coils was reduced.

In February, 1995, the Company established a new incentive plan for the department. The Company presented testimony that, under the new plan, the incentive rate is calculated on the basis of the hours of all the employees in the Department. The Bundlers are charged for sixteen (16) hours under the new plan for each day.

The Parties were not able to resolve the instant grievance and the matter was subsequently submitted to arbitration. It is within this factual context that the instant dispute arises.

The Union's Position

The Union contends that the Company violated the collective bargaining agreement when it changed the way in which the incentive has been calculated in the Black Plate Department. In support of its position, the Union argues that the manner in which the incentive was reported and calculated was consistent for more than twenty (20) years. Although the earnings might appear to be high, the Union argues, these earnings were the result of a reduced crew and coordinated team efforts on behalf of the Bundling crew.

The Union contends that this established practice of reporting and calculating incentive earnings was not only known but was actively condoned by the Company. If there had been an error, the Union asserts, then it would not have gone unnoticed by the Industrial Engineering Department for so long, since the payout of incentive wages is immediate.

The Union relies upon the language of the collective bargaining agreement which states that the Company must maintain existing incentive plans except under certain conditions such as a change in the product, method of production, etc. The Union contends that none of these conditions existed in this case.

Even in the absence of express contract language supporting its claim, the Union argues that the method of calculating the incentive pay is a long standing established and accepted practice, and therefore should be upheld. If the Company believed that the incentive rates were being recorded in error, it should have moved to correct the error within a reasonable period of time, the Union asserts. The Union argues that ten to twenty years is not a reasonable period of time in which to correct a mistake. The Union further argues that there was not a mistake in the first place.

The Union relies upon several arbitral awards to support its positions. As a remedy, the Union requests that the Grievants be made whole for all the incentive rates they would have earned from June 2, 1994 under the old plan.

The Company's Position

The Company contends that crew members destroyed the integrity of the incentive plan by falsely inflating their incentive percentages to 300% and 264% for the indirect rate. According to Management, the evidence indicates that the employees did this by reducing the number of hours listed as actual hours worked by the Bundlers.

The Company argues that it believed that the earnings were the result of reduced crews and a coordinated effort on the part of the Bundling crew. The Company contends that bargaining unit personnel were lowering the denominator of the incentive fraction to whatever figure was needed in order to assure a payout of at least 300%.

Under these circumstances, the Company contends, it was fully justified in taking the action it did, under the Correction of Errors clause in the collective bargaining agreement. The Company argues that an error occurred because the incentive plan clearly requires that all Bundlers' hours worked be used as the denominator of the incentive fraction.

The Company argues that this error resulted in the fact that the same incentive rate was paid on days when 40 coils were wrapped as was paid on days when 80 coils were wrapped. The Company asserts that the way the employees manipulated the figures resulted in the incentive being turned into a guarantee.

The Company also suggests that the Union has conceded that an error was made, by citing in the second step minutes a Bethlehem Steel arbitration case in which the Arbitrator ruled in the union's behalf when management tried to correct a long-standing error in an existing incentive plan. The Company also disputes the Union's argument that the Union may rely upon a long-established past practice rather than explicit contract language to

support its claim. The Company also argues that the theory relating to past practice does not apply when there is clear contract language to the contrary.

The Company notes that the Bethlehem Steel agreement does not have a correction of errors clause, and argues that therefore the case cited by the Union does not apply. In addition, the Company argues that it has a case from the Jones & Laughlin Company that is directly on point and which supports its position.

For all of the above reasons the Company contends that the grievance should be denied.

Opinion

This is a case involving a change in the way incentive rates have been calculated. The Parties submitted the following issue(s) to the Arbitrator:

1. Did the Company improperly cancel an existing incentive plan?

2. Did the Company violate the provisions of the basic labor agreement by establishing a new incentive to replace an existing incentive without proper cause?

3. Did there exist a valid reason for application of Article IV, Section 8 (Correction of Errors) which the Company alleges gives them the right to make the disputed incentive changes?

The Arbitrator has considered the testimony, other evidence and arguments put forth by the Parties and concludes that the Company did violate the Agreement when it changed the existing method of calculating the incentive earnings in the Black Plate Department. The Arbitrator's findings, conclusions and reasoning are set forth below.

As described in the Background Section of this Opinion, the instant case is one in which the Company changed a long-established method of calculating incentive earnings in the Black Plate Department. The Union contends that the change violated the collective bargaining agreement, as well as a long-standing past practice between the Parties.

The labor agreement generally protects existing incentive plans. Article IV, Section 6 states that all existing incentive plans shall remain in effect, unless: 1) they are changed by mutual agreement, or 2) they are changed in accordance with the Agreement's rules regarding new or adjusted incentive plans. According to these rules, the Company may change or adjust an incentive for specified reasons such as mechanical improvements, changes in equipment, manufacturing processes or methods, materials processed, or quality or manufacturing standards.

The Company does not argue that any of these reasons apply in this case, and there was not sufficient evidence to establish that any of them do apply. Rather, the Company contends that there has been an error in the application of the incentive plan at issue here. The Company contends that bargaining unit members "manipulated" the figures used to calculate the incentive rates in the Black Plate Department so that the incentive earnings would always exceed 250% for the Department, no matter how many coils the Department actually produced on any given day.

The Company is arguing that there was a failure to report all the hours actually spent bundling, i.e. that sometimes the Bundlers actually were performing bundling tasks, but the records show they were working in another classification, such as Black Plate Helper. This lowers the number of hours they allegedly spent bundling; thereby reducing the amount of time they spent per coil and increasing their incentive pay.

However, there is no direct evidence that time reported as doing something else was actually spent in bundling activities. The lead man, a Union member and former official, testified that he moved the Bundlers off of bundling tasks when they were not needed in the bundling tasks. He contended that this flexibility to move people around saves the Company money that it would have to spend in overtime calling someone else in to perform these tasks.

The Company did not present the testimony of anyone who claims to have seen the Bundlers performing bundling work and reporting the time as non-bundling work. Nor did the Union witnesses admit that this had occurred.

There is some circumstantial evidence which appears to support the Company's position. The statistics indicate that the incentive rate remained virtually the same, no matter how many coils were bundled.[1] The lead man testified that they tried to keep the rate at about 180 standard minutes (the established time to prepare "X" number of coils) for every actual hour worked. This amounts to three times the standard minutes for every minute worked (or about 300%

[1] It is not clear from the evidence what rate the employees earn if they bundle at a high rate for half the day, and then work in some other capacity for the rest of the day. For instance, if forty (40) coils are wrapped in half a day, which would produce incentive earnings of about 300% for that half day, it is not clear whether the high incentive rate applies to the whole turn.

incentive rate). He contended that they did this by choosing a particular mix of coils which would equal that amount in standard minutes.

However, the evidence indicates that other members of the team helped the Bundlers prepare the coils. There is no evidence that the time spent in bundling by the other team members was counted or reported as bundling time. Thus, if the Bundlers bundled—with help—for four hours, and then were moved into other non-bundling jobs, and only their bundling hours were reported, as appears to be the case, then the number of hours reported for bundling would not be accurate. The team concept gave the Department a lot of flexibility to move the Bundlers (and everyone else) around in this fashion.

The evidence suggests that the figures listed for bundling may have been somewhat arbitrary, given the team concept at use in the Department. However, the Union contends that the method of calculating the incentive rate for this Department extends back at least to 1984 and that the Company knew of the system of reporting hours, and approved, condoned and acquiesced in it.

The lead man testified convincingly that he had been shown how to fill out the reporting forms *by the foreman*, a member of supervision. There was evidence that the foremen, who supervised the department prior to the lead man position taking over that work, filled out the forms as the Union argues, reporting typically less than sixteen (16) hours per day for the Bundlers. The documents bear this out, showing signatures of several foremen.

There also was convincing testimony that the high incentive rates in the Department had been discussed with Management at least as far back as the late 1980's. The Union presented basically unrefuted testimony that at that time Management raised an objection to the high rate of incentive earnings in the Department, but after the Union explained the team concept, Management backed down.

Mr. Roberts did not directly deny that he had made a statement in the early 1990's that the Department should not go above 306% for incentive earnings. He testified that at that meeting he was telling them that he was concerned about them performing other duties as well, presumably those which did not generate incentive pay.

In addition, it is clear from the record that the statistics regarding the number of coils wrapped and the number of hours claimed were always available to the Company. There is no suggestion that the figures were ever hidden from Management. Therefore, if, as Management argues, there is no difference in the incentive earnings whether employees wrap forty (40) or eighty (80) coils in a day, the Company should have known from its own records that this practice was occurring for many years prior to the period at issue in this case.

On the basis of all the evidence discussed above, the Arbitrator concludes that Management effectively acquiesced in or agreed to the long-standing practice of reporting less than sixteen hours per day for the Bundlers. The Company argues, however, that even if that were the case, the "Correction of Errors" clause in Article IV controls this case.

That clause states that corrections in errors in application of the rates of pay shall be made, notwithstanding any other provisions of Article IV.

As other arbitrators have noted, the language in the clauses tends to be rather sweeping. In the *Jones & Laughlin* case relied upon by the Company, Arbitrator Louis A. Crane referred to the language as "unqualified and unconditional." He stated that the correction of errors clause may apply, even to overturn longstanding practices. *Jones & Laughlin Steel Corp., Steel Arb.* Vol. V, p.11630 (Crane, Arb. 1969).

Arbitrator Killingsworth noted the formidable nature of these correction of errors clauses and laid out some general principles for interpreting them.

> (W)here it is applicable, this exception overrides any and all of the other provisions of Article IV. In construing such overriding exception clauses, arbitrators generally have recognized the principle that they should be construed strictly, simply because they are clearly intended to be an exception to a general policy which the parties have spelled out in great detail. In practical terms, arbitrators have required clear proof that an "error," as that term is commonly understood, has been made before they will uphold the application of this provision. Reasonable doubt about whether an error has occurred should be resolved in favor of the general policy of stability.
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> Sometimes the existence of an error is obvious, such as the wrong total on a column of figures or a typographical error. Such obvious cases rarely come to arbitration. More often, the cases in Arbitration require at least an implied definition of the key concept, that of an "error." In the common understanding of the term, an error is a mistake resulting from ignorance, misperception, accident or similar deficiency, which results in a deviation from a norm that is generally accepted as proper. If this general definition is accepted, then a distinction must be recognized between an error, thus defined, and a judgment, consciously and knowledgeably made, about

which informed persons may reasonably disagree. Only an error, as defined here, may properly be corrected under the broad authority of Section 11. The fact that a new representative of Management disagrees with a judgment made by a predecessor does not constitute proof of an error that may properly be "corrected" under the authority of Section 11.

Persons with experience in the administration of incentive plans know that, especially with long-established plans, there is a tendency to develop informal, "off the books" types of applications with the full knowledge and consent of responsible Management representatives.

. . . the former Superintendent of this Department had approved the payment of the incentive rates for "Regular" steel for many kinds of bars sent to the Billeteers from the Bar Mill. In 1976, Company representatives recognized that this payment practice was contrary to the explicit terms of the Billeteer incentive plan, but they decided to leave it undisturbed. It seems clear that the former Superintendent had chosen to apply an established incentive rate to new work for which the rate had not been designed; that this application was acceptable both to Management, as represented by the Superintendent, and to the Billeteer Operators, who earned more money under the incentive plan that they would have received on an hourly basis for "unmeasured work." This mutually satisfactory application had remained in effect for many years, and could not reasonably be changed in 1976 on the ground that it was an "error." *Crucible, Inc.* (Killingsworth, Arb.) cited on *Wheeling-Pittsburgh Steel Corp.* (Nitka, Arb. 1989)

Arbitrator Gabriel Alexander echoed these principles in a similar case. He stated,

As a matter of principle, I adhere to the proposition that "errors" are subject to correction in accordance with Subsection 9.9 but factually, in resolving disputed questions as to what constitutes an error, I think it should be reasoned that the longer a course of action has been pursued, and the more open it is, the greater is the burden of proof and persuasion on the party who claims that it was an "error." An Arbitrator ought not, in my opinion, lightly accept a contention that a long-standing course of mutually known conduct was erroneous. To do so I fear, would open the door to "new looks" at old habits and invite unstabilizing challenges. *Armco Steel Corp.* (Alexander, Arb.) cited *Wheeling-Pittsburgh Steel Corp.* (Nitka, Arb. 1989)

In the instant dispute, the Undersigned Arbitrator has concluded that the practice of reporting Bundler hours was engaged in by bargaining unit and supervision and condoned by Management for at least ten and possibly as long as twenty years. It was "mutually known conduct," as that term was used by Arbitrator Alexander, or a "mutually satisfactory application" of an incentive plan, as that phrase was used by Arbitrator Killingsworth. As such it could not be changed in June, 1994 on the grounds that it was an error.

A similar result was reached in a case involving these Parties in 1989. At that time Arbitrator Nitka found that a long-standing practice of counting delay time in a certain way for determining incentive rates could not be considered an "error" in application of the incentive rates. In reaching this result, Arbitrator Nitka relied upon an earlier award by Arbitrator Richard Mittenthal. He also distinguished the *Jones & Laughlin* case relied upon by the Company in this case as well. He noted that "there was no reference to management in the Jones & Laughlin Steel Company case authorizing or approving the payment of incentive earnings for non-incentive work. Even more significant is the fact that the Union in that case admitted that the 'payments were made in error' by the Company." (*Supra*, at 22).

Similarly, the facts of the instant case are distinguished from the *Jones & Laughlin* case because here there is substantial evidence that Management authorized and/or approved of the reporting of the Bundler hours in the manner now under dispute. The Company also has argued that the Union's second step response during the grievance procedure indicates an admission that an error was made. However, it would be placing form above function to hold that the Union admitted that error occurred in the application of the incentive rates based upon that statement alone, given all the other evidence and arguments that the Union has put forth in this case.

Having determined that "error" has not been established in this case, the Arbitrator concludes that the Company did not have the right to unilaterally establish a new method of reporting Bundler hours which significantly lowered the earnings of the employees in the Black Plate Department. Absent an "error" in the application of the incentive plan, the incentive plan is protected by the labor agreement. Furthermore, general principles regarding a very long-standing, well-established, mutually agreed past practice regarding an issue of great importance to the employees protects the way in which the hours for the incentive plan have been reported. Therefore, based upon all the evidence put forth by the Parties, the Undersigned Arbitrator concludes that there was a violation of the labor agreement when the Company changed the way in which the reporting of Bundler hours has been done.

The Union also has asked the Arbitrator to rule on whether the Company violated the labor agreement by instituting a new incentive plan in February, 1995. The Company agreed to a statement of the issue which included the issues of whether the Company violated the labor agreement when it unilaterally cancelled an existing incentive plan *and* established a new plan. Therefore, the Arbitrator concludes that the Parties wish for him to decide this issue even though it was not included in the original grievance.

The labor agreement states that the Employer may adjust or replace an incentive for the reasons specified earlier in this Opinion. As the Arbitrator stated earlier, the Employer did not direct its case to establishing that any of these reasons existed, justifying the change in the incentive plan.

Therefore, there is not sufficient evidence to establish the need for an adjusted incentive plan permitted under Article IV. Absent such evidence the Arbitrator concludes that the Employer violated the labor agreement when it unilaterally changed the plan.

It may be that the original incentive plan did not take into account the nature of the team concept in this department. If there is a need for an adjusted incentive plan, then the Employer must either negotiate with the Union over the changes, or provide evidence that the change is due to one of the reasons specified in the labor agreement. Because there is not sufficient evidence to draw that conclusion on this record, the Arbitrator concludes that the Employer did violate the agreement when it changed the incentive plan.

AWARD

The instant grievance is sustained. The employees are to be made whole, under the terms of the incentive reporting system in effect prior to June, 1994. The Employer violated the Agreement when it unilaterally instituted a new incentive plan in February, 1995, replacing the old plan.

STARK COUNTY SHERIFF —

Decision of Arbitrator

In re STARK COUNTY [Ohio] SHERIFF and FRATERNAL ORDER OF POLICE OHIO LABOR COUNCIL, INC., FMCS Case No. 95/09886, September 13, 1995

Arbitrator: William C. Heekin, selected by parties through procedures of the Federal Mediation and Conciliation Service

SEXUAL HARASSMENT

— Discharge — Gross misconduct ▸100.552510 ▸100.5515

Sheriff had just cause to summarily discharge male correctional officer for his threats, intimidation, and coercion of fellow employees, and for sexual harassment, including his grabbing crotch of female officer, despite union's suggestion that conduct warrants at most three-day suspension under principles of progressive discipline, since totality of his conduct was gross misconduct; positive aspects of officer's service were not improperly ignored because officer had been given five-day suspension several months before for similar conduct.

— Absence of policy ▸100.552510

Male correctional officer committed sexual harassment for which he could be disciplined, despite lack of sexual-harassment policy, alleged lack of notice and alleged high tolerance of crudities by female officers, where male officer grabbed for crotch of female officer and used sexual terms that are commonly understood to be so off-color as to make joking context very implausible.

Appearances: For the employer — Leslie Iams Kuntz, attorney. For the union — Deborah L. Bukovan, attorney.

DISCHARGE

Grievance

HEEKIN, Arbitrator: — The following grievance was filed on January 31, 1995, and is the pertinent subject matter of this dispute:

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On the 30th day of January, 1995 Corrections Officer H— was discharged from his employment at the Stark County Sheriff's office by the Sheriff and or his representative without just cause. The Sheriff and or his representative failed to apply equally any and all provisions of this agreement to corrections officer H— as he and or his representative have applied to any and all other employees.

Remedy requested:

That grievant be reinstated back to his previous position as a corrections office without loss of any pay, benefits, allowances, or security rights. With reimbursement of back pay to date of remission and that Grievance be made whole.

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