STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

KENNETH A. KRAUCUNAS, Complainant, vs. LOCAL 950, INTERNATIONAL UNION OF OPERATING ENGINEERS, Respondent.	Case I No. 32213 Cw-358 Decision No. 21050-A

ORDER TO SHOW CAUSE AND
TAKING NOTICE OF ARBITRATION AWARD

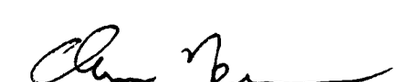
Kenneth A. Kraucunas, an individual, having on September 21, 1983, filed a complaint with the Wisconsin Employment Relations Commission alleging that Local 950, International Union of Operating Engineers, had violated Sec. 111.70, Wis. Stats., by failure to represent him fairly at the arbitration hearing concerning his discharge from his position as a boiler attendant employed by the Milwaukee Board of School Directors; and the Commission having appointed Christopher Honeyman, a member of its staff, to act as Examiner in this matter; and Respondent Union having, on October 10, 1983, filed a Motion to Dismiss the Complaint based, in part, on untimeliness of the complaint; and the Examiner having, by letter on October 14, 1983, inquired of both parties as to whether they objected to the taking of notice of the arbitration award issued in the related grievance by Arbitrator Richard U. Miller, and of the dates of hearing, briefing and decision specified in said award; and neither party having objected in writing to the taking of said notice; and the Examiner being satisfied that notice should be taken of said award; the Examiner makes and issues the following

ORDER

1. That notice be, and the same hereby is, taken of the arbitration award issued on November 3, 1982 by Arbitrator Richard U. Miller in the matter of the arbitration of a dispute between Milwaukee Board of School Directors and International Union of Operating Engineers, Local 950, in the matter of the discharge of Kenneth Kraucunas, of which the grievance number is 82-72; and that notice be, and the same hereby is, further taken of the statement by said arbitrator in said arbitration award that hearing was held in said arbitration on August 10, 1982 and that briefs were filed with the arbitrator by September 18, 1982.

2. That Kenneth A. Kraucunas, the Complainant herein, shall show cause in writing, within fourteen days from the date hereof, why the complaint filed herein should not be dismissed on the basis that it was filed more than one year after the occurrence of the alleged prohibited practice.

Dated at Madison, Wisconsin this 9th day of November, 1983.

By 
Christopher Honeyman, Examiner

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 950, Case I, Decision No. 21050-A

MEMORANDUM ACCOMPANYING ORDER TO SHOW CAUSE AND TAKING NOTICE OF ARBITRATION AWARD

The complaint alleges that the Respondent Union failed to represent Complainant fairly by failing to draw out relevant and material testimony at the arbitration hearing concerning his discharge. The complaint on its face alleges that the Complainant's termination occurred on March 15, 1983, and gives no date for the hearing at which the alleged prohibited practices occurred.

Respondent Union filed an answer denying the commission of any prohibited practices and alleging as affirmative defenses res judicata and that the complaint is filed out of time. Respondent alleges that the arbitration "case" took place on March 15, 1982 and accompanied its answer with a motion to dismiss, based on untimeliness and res judicata.

The Examiner wrote to both parties on October 14, 1983, stating inter alia as follows:

> "With respect to the motion for dismissal as it relates to untimeliness, this letter is to advise you pursuant to Section 227.08(3), Wis. Stats., that I may take official notice of the arbitration award issued in the related grievance by Mr. Richard U. Miller, and of the dates of hearing, briefing and decision specified in that award. A copy of this award is in the Wisconsin Employment Relations Commission's records, and I assume that both of you also have copies. If either party objects to said notice or maintains that the written award is in error with respect to any or all of the said dates, you may file such an objection in writing to be received at this office on or before fourteen days from the date above."

Reply was received from Counsel for Respondent Union on October 20, 1983, stating that Respondent does not object to official notice being taken of the arbitration award or of the dates of hearing, briefing and decision specified in that award. Reply was received from the Complainant on October 31, 1983, stating in pertinent part as follows:

> "... I have no comment to make (in writing) regarding your alleged request concerning dates of a previous arbitration matter that we briefly discussed in our telephone discussion. I don't know why you wanted an answer in writing. Frankly, I don't trust you or the WERC. I've seen the WERC operate before and I know that you and the WERC must be watched closely. Therefore I will not volunteer anything that might allow you to dismiss my WERC hearing set for December 12, 1983."

This reply does not, in the Examiner's view, constitute a proper objection to the taking of notice of the arbitrator's award or to the accuracy of the dates of hearing, briefing and decision specified in that award. The Examiner therefore takes notice of that award, and notes that the dates specified in the award differ from the applicable dates cited in both the complaint and Respondent's answer. The award is attached hereto as Appendix A.

On its face, the complaint alleges that the prohibited practice being complained of is failure of the Union to draw out relevant and material testimony at the arbitration hearing. The hearing was held, according to the arbitrator's award, on August 10, 1982; the complaint was filed on September 21, 1983. Section 111.07(14), Wis. Stats., as amended by Sec. 111.70(4)(a), specifies that "the right of any person to proceed under this Section shall not extend beyond one year from the date of the specific act or prohibited practice alleged". Under this statute of limitations, the Commission is without jurisdiction to determine the merits of a complaint filed more than one year after the act or prohibited practice alleged. This Section is construed strictly; see City of Madison, 1/

1/ Decision No. 15725-B, June 1980, affirmed Dane Co. Cir. Ct., 6/80.

where the Commission determined that a complaint filed 366 days after the act complained of was out of time. The Examiner accordingly finds it appropriate to give Complainant fourteen days to show cause in writing why the complaint should not be dismissed. 2/

The Examiner reserves ruling on Respondent Union's motion to dismiss as it relates to res judicata, and on Complainant's motions for physical moving of WERC records to facilitate inspection and for WERC payment of Complainant's subpoenaed witnesses' fees, pending determination of the timeliness question.

Dated at Madison, Wisconsin this 9th day of November, 1983.

By _____
Christopher Honeyman, Examiner

2/ Marathon County, Decision No. 16346, May 1978.

APPENDIX A

BEFORE THE ARBITRATOR

In the Matter of the Arbitration of a Dispute between MILWAUKEE BOARD OF SCHOOL DIRECTORS and INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 950	Kenneth Kraucunas Grievance No. 82/72 (A/PM-M82-396)

Appearances:

Anne L. Meier, Assistant Executive Director - Employee Relations, Milwaukee Public Schools, appearing on behalf of the Milwaukee Board of School Directors.

Alfred Rozran, Attorney, appearing on behalf of the International Union of Operating Engineers, Local 950.

ARBITRATION AWARD

The Milwaukee Board of School Directors, hereafter referred to as the Employer and Local 950, International Union of Operating Engineers, hereafter referred to as the Union, are parties to a collective bargaining agreement which provides for binding arbitration of grievances over the interpretation of said agreement. The parties were unable to resolve a dispute arising out of the Employer's decision to terminate an employee covered by said agreement. The parties selected the Arbitrator from a list provided for such purpose by the Wisconsin Employment Relations Commission. A hearing was held over the matter on August 10, 1982 in Milwaukee, Wisconsin at which time the parties were represented by counsel and provided an opportunity to offer argument and testimony. A transcript of the proceedings was made and transmitted to the parties on August 25, 1982. The parties chose to submit briefs, the last being received by the Arbitrator on September 18, 1982.

The Issue to be Decided

During the hearing the parties agreed to jointly stipulate the issue before the Arbitrator as follows:

> Was Kenneth Kraucunas discharged for just cause? If not, what is the appropriate remedy?

Pertinent Contract Language

Part III - Section E - Sick Leave

1.(a). General Provisions

> Classified employees, when such employees comply with the terms and conditions set forth in these rules, may be granted sick leave with pay on the following basis during any year: fifteen (15) working days for full-time employees on a twelve (12) month basis ....

. . .

(e). Leave of three (3) consecutive days shall ordinarily be permitted without requiring the employee to submit a doctor's certificate for his/her own illness, provided that the principal or the department or division head who certifies time sheets for payroll purposes has other satisfactory evidence of bona fide illness as herein above defined. When any employee's leave extends beyond three (3) consecutive days, a statement from a physician ... certifying the nature and seriousness of the illness ... shall be furnished to the principal or the department or division head and shall be filed with the time sheet. Such certifications may be required for shorter terms of sick leave absence.

. . . .

(g). ... A second or third shift employee must give notice between 6:00 a.m. and 6:30 a.m. on the day of his/her expected return to duty. Failure to notify the Director of Plant Operation, as directed above, will result in the regular employee's losing pay for the day on which he/she planned his/her return to duty if the substitute also reports for duty on that day.

Part VI - Section H. Disciplinary Matters

Any employee who is reduced in status, suspended, removed or discharged may, within five (5) working days after receipt of notice of such action, file a grievance as to the just cause of the discharge, suspension or discipline imposed upon him/her. Such grievance may proceed through all steps of the grievance procedure, including arbitration.

Background

The grievant in this case, Kenneth A. Kraucunas was last employed as a boiler attendant on the second shift at Pulaski High School of the Milwaukee Public School system. On March 15, 1982 following a hearing the grievant was terminated by the Employer for unsatisfactory work attendance, absences without approved leave, failure to follow call-in procedures, and extending and altering his lunch hour without permission. The events leading up to the Employer's decision to terminate the grievant are as follows.

Kenneth Kraucunas had been employed by the Board for approximately ten years before his discharge. After having worked for a time first as a part-time and then a full-time building service helper he was appointed to the position of boiler attendant in May 1976.

Following a series of incidents with a fellow employer the grievant was involuntarily transferred in March of 1977 from his work assignment at South Division High School to Audubon Junior High. At the same time he was given a written reprimand. Mr. Kraucunas was twice ordered to report to his new assignment and failing to report on either occasion a hearing was then held on April 12, 1977. As a consequence of the hearing the Employer agreed to withhold disciplinary action for the alleged insubordination provided the grievant seek medical attention for his "tired, upset, and nervous condition." This was done and following a brief period of treatment the grievant received a physician's certificate on April 18, 1977 to return to work.

In the months wich followed further incidents occurred involving the grievant. In May 1977 he was suspended for five days for uncooperative

work attitudes and insubordination. In late summer of the same year a number of grievances were filed by Mr. Kraucunas over the transfer and letter of reprimand.

The issue of the attendance, sick leave and call-in behavior was first raised in a formal fashion with the grievant on June 14, 1978 at a hearing over the matter. At the hearing it was brought to the attention of the grievant that he had been absent 23 times between February 11 - June 14, 1978, had abused sick leave on certain other occasions, and refused to follow proper procedures for call-in when reporting back to duty. Apparently, the absences continued throughout the remainder of 1978 and as a consequence a second warning letter was placed in the grievant's file on December 27, 1978.

The pattern of absences and sick leave use as well as alleged violations of work rules continued throughout 1979. As it had responded previously the Employer meet with the grievant over the problem and placed warning letters in his file on two separate occasions: July 13, 1979 and December 27, 1979. The former letter warned that "any further violations will be deemed cause for your discharge ..." while the latter informed the grievant that due to his excessive use of sick leave it would henceforth be necessary that he furnish a doctor's certificate for any further absences. The December 1979 letter also warned that if the record of absences was not improved "further action" would be necessary. The letter was issued under Part III, Section E(6) and remained in effect until the grievant's discharge in March 1982.

The Board argues that despite these conferences and warnings the grievant's attendance record was no better in 1980 or 1981. In support of this contention the Employer records for 1980 showed 30 excused absences, seven absences without approved leave, and four instances of tardiness. The grievant's irregular work attendance continued into 1981 with his record showing 26 excused absences, eleven times tardy and three times absent without approved leave. In November 1981 the grievant was suspended without pay for 15 days following a hearing in which he was charged with unacceptable attendance and excessive tardiness, absent without authorized leave, and failure to follow work rules regarding absence call-in procedures. At the time of the hearing the Employer outlined several options including discharge, suspension without pay, or participation in the Employee Assistance Program. The grievant apparently was noncommittal about his participation in the EAP replying that he would like to think about it.

Following the suspension without pay the grievant reported for work on January 12, 1982. However, the absences and related behavior continued such that the grievant had missed work without authorization twleve times by March 8, 1982, was not providng required doctor's certificates for absences and was failing to follow call-in procedures. Finally on March 11, 1982 the grievant was suspended pending a hearing to be held to review his record and the recommendation that he be discharged. At the conclusion of the hearing the discharge was implemented effective March 15, 1982.

Board's Position

The Board contends that the grievant is obsessed with the involuntary transfer and related letter of reprimand of 1977. Thus, the Employer does agree that Kenneth Kraucunas is a troubled employee but that this fact does not excuse the grievant's long record of absenteeism and refusal to follow the call-in procedures as well as related work rules. The Board defends its termination of Kraucunas on several grounds. First, it argues that the events of 1977 have been litigated in several forums including the collective bargaining agreement's grievance machinery and the Wisconsin Employment Relations Commission. In view of this, the Employer contends that for issues raised in 1977 the grievant "has had his day in court."

Second, the Board also avers that even if Kraucunas continues to be emotionally upset over the 1977 events to the point where he is unable to report to his job on a regular basis he has an obligation therefore to seek treatment. Yet the Board sees no evidence that the grievant has either sought help on his own or was willing to accept help when it was offered to him by the Employer. In this regard Kraucunas is characterized as a believer in self help and one who admits that the only "cure" for his irregular work performance would be vindication of the old charges and the expunging of his record.

Finally, Employer's counsel argues that the Board has more than fulfilled its obligation through a system of progressive discipline to give the grievant an opportunity to correct his deficient behavior. Cited here are a sequence of measures which began with a verbal warning in 1978 and then progressed through written reprimands and suspensions without pay to the grievant's ultimate discharge in 1982.

In support of its position the Board relies on arbitral awards in two ostensibly related cases: General Electric Co. 70 LA 1174 (1978); and Keystone Steel and Wire Co., 43 LA 703 (1964). In G.E. Arbitrator Abrams basically concluded that an employer has a right to expect regular attendance and to finally terminate an employee who is excessively absent even if there are mitigating personal problems. In this particular case the company had pursued faithfully a system of progressive discipline before finally terminating the worker.

The second case, Keystone, comprised a similar set of facts involving an employee who was frequently absent because of mitigating circumstances. Here Arbitrator Klaman, in upholding the discharge, concluded that the employee had four years to arrange his life and affairs so that he could regularly come to work. Yet he failed to do so despite repeated warnings and penalties. In Klaman's mind there was nothing to suggest that further patience on the company's part would bring improvement.

In sum, the Board contends that this is the situation in the instant case. Nothing in the record including the mitigating circumstances warrant, says the Employer, retaining the grievant in the face of his absenteeism record.

The Union's Position

The Union does not contest the record of absences and related work rule violations compiled by the Employer. Rather, it is argued that the alleged unsatisfactory attendance, absence without authorized leave, or failure to follow call-in procedures "are explained and have their origin and cause in mental and emotional disturbances recognized by the School Board and its supervisory personnel as early as March and April 1977." Further, the Union also contends that these mental and emotional problems continue to the present and stem from the grievant's conviction that he was unfairly treated by the Board as a consequence of the 1977 involuntary transfer. Thus, it is the position of the Union that illness, whether mental or physical should not be the basis for an employee's discharge.

In its challenge to the Employer's action in the instant case the Union cites a number of arbitral authorities all of which seem to affirm the conclusion that mental illness mitigates an otherwise appropriate application of "just cause" to cases of the kind considered here.[1/] That is, that

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1./ Philco Corp., 43 LA 568 (1964); Babcock and Wilcox, 72 LA 1073 (1979); Township of Neville, Pa, 75 LA 668 (1980); and Ocean Spray Cranberries, Inc., 71 LA 161 (1978).

"a person with such a condition should be dealt with less harshly and more humanly than by being discharged."

The Union avers, therefore that no basis for cause exists in the grievant's termination by the Board. Kennath Kraucunas was found to be mentally disturbed and no more than an employee with a physical illness which disables that employee from working should the grievant be discharged. "In a modern, enlightened industrial period, discharge should not be the response to an illness or disease causing employee disability, whatever its nature."

Discussion

The parties to the instant case do not dispute the central facts therein. The Union acknowledges the grievant's record of irregular attendance including the possibility that many of these were absences without authorized leave.[2/] Rather as we have seen the Board argues that regardless of the mental state of the grievant just cause was properly applied to the grievant in discharging him while the Union says his mental state is a mitigating factor and termination is harsh and inequitable. As we examine the parties' contentions it is appropriate to look more closely at the concept of cause as it is relevant to the instant case.

A number of years ago Arbitrator Carroll Daugherty set out seven tests for determining whether an employer had just and sufficient cause for disciplining an employee.[3/] Applied to the instant case they are:

1. "Did the company give the employee forewarning or foreknowledge of the possible or probable disciplinary consequences of the employee's conduct?"

   Beginning in 1978 the grievant's record of absences were brought to his attention in the form of written and verbal warnings and with increasing penalties eventuating in discharge. The Arbitrator has no doubt that the greivant understood the consequences of his action but in his singleminded pursuit of justice as he saw it chose to ignore the penalties.

2. "Was the Company's Rule or managerial order reasonably related to (a) the orderly, efficient and safe operation of the company's business and (b) the performance that the company might properly expect of the employee?"

   The rules to be judged reasonable here would relate to the requirement that the grievant attend work on a regular basis, receive proper authorization to absent himself could he not work, and finally properly "calling-in" to inform his supervisors when he was either to absent himself or to report back to work. During the course of the hearing there was ample testimony concerning the cost of hiring substitutes or paying overtime -- estimated at $25.00 per hour -- to cover absentee workers in the grievant's classification. Moreover, without proper call-in either the absentee's job might not be covered adequately with

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2./ There is some disagreement concerning the grievant's failure to comply with the call-in procedures but insofar as the case does not appear to turn on these particular allegations a resolution of the disagreement is not immediately necessary.

3./ See Enterprise Wire Company, 46 LA 359 (appendix).

attendant safety hazards or if the previously absent worker reported without warning the employer faced an excess of workers. It does not seem unreasonable under the circumstances to expect an employee to comply with the Employer's rules.

3. "Did the Company, before administering discipline to an employee make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?"

The record herein is replete with instances over four years of conferences, meetings, hearings and various forums in which the grievant's supervisors attempted to find out what was occurring with the grievant. There seems to be no evidence of undue haste or rush to judgment on the company's part. On the contrary, a picture emerges of patience almost in the extreme before the decision to terminate was taken.

4. "Was the Company's investigation conducted fairly and objectively?"

Here one sometimes finds discriminatory behavior in the investigation and handling of such cases as reported here. The Arbitrator, however, is not aware of any such allegations from Union or grievant in the instant case.

5. "At the investigation did the "judge" obtain substantial evidence or proof that the employee was guilty as charge?"

In cases involving severe penalties of discipline the burden of proof rests with the employer and as well requires a quantum of evidence beyond a preponderance of doubt. As indicated above there was no dispute as to whether the grievant had been absent, how many times, and whether instances of unauthorized leave were also involved. The grievant's record was clear and unchallenged.

6. "Has the Company applied its rules, orders, and penalties even-handedly and without discrimination to all employees?"

As with guideline #4 above a case may be marked by an Employer's undeniable unfairness in the treatment of a particular employee. Thus rules may be applied to some but not all in an arbitrary and capricious manner. Were the undersigned persuaded that was true here he would have no hesitancy in reversing the grievant's discharge. The Board's hands must be clean else it will not prevail. Again, the grievant raises no claim to discriminatory or disparate treatment over his attendance record. While he may claim so with regard to his treatment in 1977 that is not at issue here nor within the jurisdiction of the undersigned to so consider.

7. "Was the degree of discipline administered by the Company related to (a) the seriousness of the employee's proven offense and (b) the record of the employee in his service with the Company?"

If the Board's action vis-a-vis the grievant is to be reversed it must be under this guideline. Here we now come to the crux of the dispute. Given proof of the offenses with which he has been charged are there sufficient migitating circumstances, as the Union asserts, such that the Board's penalty of discharge is too harsh for the crime of absenteeism?

In the first place no weight shall be given to the fact that the grievant is a ten year employee and thus deserving of special consideration. While the grievant has in fact been in the employ of the Board for many years over nearly half his ten year service he has been at odds with the Board as reflected in his attendance record. This has therefore not been a new, novel or one-time occurrence.

Second, the Board's point is accepted that it is reasonable to hold employees to regular attendance and compliance with call-in procedures. To do otherwise is costly, inefficient, and disruptive for both the Board and other employees alike. An employee who demonstrates a long-term, consistent inability to fulfill his or her side of the employment bargain must mount a persuasive compaign that termination is not an appropriate solution.

Are the grievant's reliance on emotional and/or mental disturbance sufficient and persuasive grounds to warrant setting aside his termination? The undersigned thinks not, for the reasons set out below. In the first place the Arbitrator finds little in the authorities cited by the Union to provide a rationale to affirm the grievance. In the Township of Neville, Pa. (75 LA 668 1980) the grievant (1) had permission from his supervisor to be absent; (2) no investigation of the grievant's absenteeism problem was made; and, (3) no opportunity was provided the grievant to present his case before the discharge was carried out. Moreover, the grievant sought professional help in solving his emotional problems. None of these circumstances fit the instant case.

A second case cited, Philco Corp. (43 LA 568, 1964) is also distinguishable primarily by the long record of untarnished service of the grievant. In Philco, Arbitrator Pierce concluded this record obligated the company to afford the grievant an opportunity to continue to serve the company in an acceptable manner. Said Arbitrator conditioned the return of the grievant as follows: "It is of course understood and assumed that an employee once mentally ill must be sufficiently restored to normal health so that he can perform his work effectively." And, in addition, the company has the right to expect normal productivity from an employee.

Cited also by the Union was Babcock and Wilcox (72 LA 1073, 1979). Here while superficially similar, basic differences exist between this and the instant case. On the one hand, apparently the issue of mental illness as a defense came up only after the fact - i.e., at the discharge hearing. The grievant, a long service employee, was ashamed of his emotional problems and declined to give that as a reason for his aberrant behavior. Further, the grievant after nearly eight years of satisfactory work performance exhibited a radically altered behavior pattern only over the period of six weeks just preceding his discharge. Thus Arbitrator Mullin concluded that discharge would be cruel and undeserved if mental illness existed. He then ordered the grievant to submit to a psychiatric examination the results of which were to be used to determine whether the grievant would be returned to work, given further consideration after treatment or discharged. The undersigned therefore sees little in Babcock-Wilcox which is pertinent to the instant dispute.

Finally, the union also relies on the award of Arbitrator Stern in Ocean Spray Cranberries (71 LA 161). Here the grievant in question had a long history of intermittent emotional problems which affected his work performance including attendance. After one such spell the company scheduled a hearing on the grievant's absenteeism record at which it was to be proposed that the grievant be suspended for three days. At the hearing the grievant became irrational and instead of receiving the suspension he was ordered to see a psychiatrist. The grievant did so, simultaneously

requesting a medical sick leave. Two months later the grievant informed the company he was returning to work where upon the company notified the grievant he was terminated. Arbitrator Stern concluded the company was at fault for not ordering that the grievant be cleared by a psychiatrist instead of terminating him. In sum the basic facts in this case are also different from the instant case and the award inapposite.

If there is a common thread in any of the cases cited by either of the two parties to the dispute under consideration here it is that discharge is not sustainable on its face when mental-or physical-disability impairs an employee's work performance. The employee must be given an opportunity to have the illness properly diagnosed, to receive treatment, and then to be certified by the appropriate medical authority as fit to return to a normal and usual work environment and to fulfill customary standards of job performance.

The Employer here offered the grievant opportunities as early as 1977 and as late as November, 1981 to seek treatment for his emotional problems. The grievant, however is a believer in "self help" and apparently now rejects such offers. Rather he argues that only the clearing of his employment record of the 1977 disciplinary actions will cure him.

A disabled employee can not spurn diagnosis and treatment and still expect to return to work. This is particularly true, as in the instant case, when the disability disrupts the Employer's business activities and affects adversely fellow employees. It would not be acceptable to permit an employee with a serious communicable disease to return to work in a state of contagion and the point is equally applicable to mental disability.

The Arbitrator believes that if it chooses to do so, the Employer could require competent diagnosis of the grievant followed by treatment and certification before taking the grievant back in to its employ. The collective bargaining agreement provides in Part IV, Section D as a requirement for employment physical examinations and in Part III - Section F(a) for medical leaves.

However, the undersigned is reluctant to order the Employer to do the above should it choose not to do so. The Employer in good faith has already pursued, in part, this road to no avail. It would be understandable under the circumstances, and absent an equal good faith showing on the part of the grievant, were the Employer to be dubious of continuing any farther down that road.

Based on the foregoing analysis, the undersigned renders the following:

AWARD

The grievant Kenneth Kraucunas was discharged for just cause. The grievance is hereby denied.

Dated at Madison, Wisconsin this 3rd day of November, 1982.

Richard U. Miller, Arbitrator