BEFORE THE ARBITRATOR

In the Matter of the Arbitration of a Dispute Between AMALGAMATED TRANSIT UNION, LOCAL 519 and CITY OF LaCROSSE (MUNICIPAL TRANSIT UTILITY)	Case 183 No. 42986 MA-5865

Appearances:

Davis, Birnbaum, Joanis, Marcou and Colgan, Attorneys at Law, by Mr. James Birnbaum, appearing on behalf of the Union.

Klos, Flynn and Papenfuss, Attorneys at Law, by Mr. Jerome Klos, appearing on behalf of the City.

ARBITRATION AWARD

The above-captioned parties, hereinafter the Union and the City or MTU respectively, were signatories to a collective bargaining agreement providing for final and binding arbitration of grievances. Pursuant to a request for arbitration, the Wisconsin Employment Relations Commission appointed the undersigned to hear a grievance. A hearing, which was not transcribed, was held on February 6, 1990 in LaCrosse, Wisconsin. The City's brief in the matter was received February 27, 1990 and the Union's brief was received June 13, 1990, whereupon the record was closed. Based on the entire record, I issue the following Award.

ISSUES

The parties stipulated to the following issues:

1. Is the City's work rule prohibiting personal radios a reasonable work rule within the meaning of Section 21?

2. Was the grievant, Kenneth Bye, disciplined without just cause?

PERTINENT CONTRACT PROVISIONS

The parties' 1988-90 collective bargaining agreement contained the following pertinent provisions:

Section 6

Management Rights

Except as otherwise specifically provided herein, the management of The Municipal Transit Utility and the direction of the work force included but not limited, to the right to hire, discipline or discharge for proper cause, to decide initial job qualifications, to lay off for lack of work or funds, to make reasonable rules and regulations governing conduct or safety pursuant to Section 21, to be able to determine the methods and process of performing work, are vested in the management.

The exercise of the foregoing functions shall be limited only by the express provisions of this contract and the City has all rights which it has at law except those which were expressly bargained away in this Agreement. This Article shall be liberally construed.

The exercise of the employer of any of the foregoing functions shall not be reviewed by arbitration except in case such function is so exercised as to violate express provisions of this contract.

. . .

Section 9

Suspension or Discharge

A department head may, for cause, suspend or discharge any employee within his/her jurisdiction. Within fortyeight (48) hours of a discharge or suspension, an employee shall be given notice of the reasons for the action and notice that he/she may request a hearing before the Wisconsin Employment Relations Commission. A copy of such notice shall be given to the Director of Personnel. If such employee requests a hearing within seven (7) calendar days of the notice of discharge or suspension, said hearing shall be before the Wisconsin Employment Relations Commission. If exonerated

and reinstated, such employee shall be reimbursed for the time lost with Common Council approval.

Discipline, discharge and suspension shall be administered according to the City Operating Rules promulgated to Section 21.

During investigation, hearing or trial of any employee in any civil action or on any criminal charge, when suspension would be in the best interest of the City, an employee may be suspended by his/her department head for the duration of the proceeding. The suspension shall terminate within ten (10) days after completion of the proceeding by resignation or dismissal of the employee, by reinstatement with back pay or by other appropriate action.

. . .

Section 21

Rules and Regulations

The employee shall serve under the present rules and regulations of the City and such reasonable rules and regulations as it may hereinafter adopt. No rule or regulation may be adopted or enforced which is inconsistent with the terms of this agreement.

All new employees shall be furnished a copy of the present rules and regulations upon employment.

Any proposed change in the rules and regulations shall be posted on the bulletin board of the City in the Service Building one calendar week before the effective date of the rule.

The reasonableness of any rule or regulation shall not be challenged unless a conference is asked within one calendar week of the time that it is posted on the bulletin board of the City in the Municipal Service Building.

The City agrees that all work rules shall be applied equally.

. . .

BACKGROUND

Bus drivers have listened to personal radios on City buses for over 40 years with the City's tacit consent. Radios entertained the bus drivers and provided timely and pertinent information such as weather and accident reports.

A city bus was involved in a fatality in 1987. In that accident, a child (Mitby) being transported from school was run over and killed by a city bus. It was rumored at the time that the bus driver operating that bus was playing a radio when the accident occurred. Thereafter, a lawsuit was filed against the City which was subsequently settled. Part of that settlement agreement provided as follows:

> C. The LaCrosse Municipal Transit Utility will maintain and enforce to the extent permitted by law the policy of prohibiting personal radios or any electronic, visual or audio device on its buses as described in the June 4, 1987, memorandum, a copy of which is attached hereto as Exhibit A.

The Transit Union was not a party to this settlement agreement with the Mitby family nor was the Union consulted before the City entered into the agreement.

Pursuant to that settlement agreement with the Mitby family, the City posted a memorandum on June 4, 1987 announcing a new work rule prohibiting the use of personal radios on buses by bus drivers. That memo provided as follows:

> June 4, 1987
>
> The following will become part of the
> Operation Policies for Bus Operators:
> General Operation Policies:
>
> #9 Drivers will not be allowed to have personal radios or any electronic, visual or audio device on the bus.
>
> Effective date: June 12, 1987

About a week after this new work rule was posted, union officers met with then-Transit Manager Carol Houghton for a conference concerning same. The City did not rescind the no-radio work rule following that conference. One of those present at the meeting, Union executive board member John Scholtz, testified that Houghton told the Union officers that she personally did not care if drivers played their radios but she would have to take disciplinary action if a citizen complained. Scholtz also testified that Houghton told the Union officers to file a grievance over the new work rule. The Union contends a grievance challenging the no-radio work

rule was filed. The City disputes this contention and notes that no such grievance was produced as evidence. In a letter to Houghton dated June 15, 1987, Union Attorney Birnbaum threatened to file a prohibited practice charge against the City for implementing the no-radio work rule and called for negotiations over it. No prohibited practice charge was filed by the Union at that time though.

Sometime after the Mitby settlement agreement was reached, the no-radio work rule posted and the above-referenced letter written by Birnbaum, City Attorney Patrick Houlihan met with Transit Union officials and the driver involved in the Mitby accident. Houlihan testified that his reason for meeting with them was to explain the Mitby lawsuit settlement. At this meeting the Union complained to Houlihan about that portion of the settlement agreement dealing with personal radios. Union President Greg Johnson testified Houlihan told Union officials to back off challenging the no-radio work rule and not create waves over it. Houlihan testified that he did not tell the Union leadership not to file a grievance over the no-radio work rule.

In July, 1988, the Union filed a prohibited practice charge against the City over a new "Employee Manual" that the City was then trying to implement. This complaint was eventually settled in December, 1989 when the parties agreed to change certain work rules contained in the new "Employee manual". The settlement agreement involved therein contained the following pertinent part:

> 4. Section 2.10, SOUND EQUIPMENT ON THE BUS. The question of legitimacy of this rule shall be submitted de novo to the arbitrator who is scheduled to hear the Bye grievance and who shall independently determine the legitimacy of this rule.

FACTS

Grievant Kenneth Bye is a bus driver who is the MTU's most senior driver. He has 44 years seniority and has a clean work record with the exception of the disciplinary action in issue here which relates to the City's no-radio work rule. Bye has played a personal radio on his bus for many years. He believes there are other City bus drivers who do so too.

Bye received a verbal warning on May 4, 1988 (which was documented in writing) for playing a personal radio on his bus in violation of the no-radio work rule. He received a written warning on January 9, 1989 for again playing a personal radio on his bus in violation of the no-radio work rule. Bye admits that his radio was playing on both occasions. The Union contends these warnings were grieved. The City disputes this contention and notes that no such grievances were produced as evidence.

On September 28, 1989 Assistant City Attorney Tom Jones boarded Bye's bus and observed that Bye was playing a personal radio. Bye admits that his radio was playing at the time.

Jones reported this information to MTU management which suspended Bye for one day for playing a personal radio on his bus in violation of the City's no-radio work rule. This disciplinary action was subsequently grieved and is the grievance at issue herein.

POSITIONS OF THE PARTIES

Union's Position

The Union's initial line of argument is that the work rule prohibiting the use of personal radios (by bus drivers) is not reasonable for the following reasons. First, the Union believes that on its face, any rule that prohibits a practice that has existed for 44 years (as is the case here) is unreasonable. It believes the City has not pointed to one circumstance where the use of a personal radio has in any way impaired, interfered with or constituted a safety hazard in the operation of City buses. Thus, in its view, the use of personal radios by bus drivers not only poses no safety threat but enhances efficiency and safety of bus operation. Second, the Union argues that the work rule in question is also unreasonable because of how it was adopted. In this regard it is noted that the precipitating event which caused the City to act, and in the Union's opinion to overreact, was the Mitby accident. According to the Union, that family's grief ought not to have dictated or altered long-standing practices of the bus company that have no relationship to the cause of the accident, yet that is exactly what happened here. The Union also objects to the way in which this work rule was "marketed" because it was led to believe that the work rule in question would not be enforced against bargaining unit members. The Union therefore urges the arbitrator to not let the City "slip one by" the Union. Third, the Union contends that the work rule is also unreasonable by virtue of its application against this grievant. In this regard the Union notes that in each of the instances where the City has attempted to enforce this rule against the grievant, the incident was not precipitated by a third party complaint (i.e. a customer) but rather the person who complained was either the transit manager, her assistant or the assistant City attorney. The Union also submits that other bus drivers have played personal radios of which the City was aware and yet the City took no disciplinary action against them. It therefore contends that the work rule is unreasonable and ought not to be enforced. As a remedy on this point the Union requests that the rule be suspended. In addition, the Union suggests that the arbitrator encourage the parties to return to the bargaining table and arrive at a rule concerning the use of personal radios through the collective bargaining process.

The Union's secondary line of argument is that the City did not have just cause to discipline the grievant. In this regard it first contends that the grievant did not receive consistent notice from the City that it intended to enforce the rule. Although it acknowledges that the grievant did receive progressive discipline in the three incidents (which it avers it challenged every step of the way), it submits that the statements of non-enforcement by the transit manager constituted a mixed message as to the City's actual intention. Next, it submits that the grievant's motives in using the personal radio were to maintain his alertness; there was no intention by him to harm the City or impair the operation of his bus. Finally, the Union asks the arbitrator to consider

the grievant's overall work performance (which it characterized as unblemished but for this incident) in determining whether there was just cause herein. The Union therefore contends the City did not have just cause to impose discipline upon the grievant. As a remedy on this point it requests that the grievant be made whole and his record purged of this discipline.

City's Position

The City sees the scope of the instant dispute on much narrower terms than does the Union. In the City's view, the instant dispute does not involve the reasonableness of the City's no-radio work rule so therefore the arbitrator does not have to rule on that point. In its opinion, that work rule became effective and enforceable on June 12, 1987 (one week after it was posted). In support thereof, the City notes that the Union failed to request a conference on the proposed work rule within one calendar week of the time it was posted (by June 12). Therefore, according to the Employer it automatically became reasonable by operation of the contract language. Thus, in the Employer's opinion, the testimony of Union witnesses challenging the reasonableness of the rule is irrelevant. Likewise, the City avers that it had no duty to present evidence on reasonableness inasmuch as that determination was made in 1987 by operation of the contract. The City further contends that the Union's claim that it did not raise the matter (via a grievance) because of the community furor over the Mitby death and because of a request by the City attorney (not to do so) should be rejected. It notes in this regard that the City attorney expressly denied any such requests or reservation. In addition, the City submits that no document of any such reservation (of a right to grieve the matter) exist in City files nor was offered into evidence by the Union. With regard to the December, 1989 prohibited practice complaint settlement agreement that concerned work rule changes, the City asserts that the settlement did not and could not affect existing work rules that had already been implemented (such as the no-radio work rule) and become part of the contract. Thus, the radio work rule was expressly eliminated from that agreement and its legitimacy was specifically left to the determination of the grievance in this arbitration de novo of any of the records and proceedings in the prohibited practice settlement. Accordingly, the City asserts that this arbitration must determine the legitimacy of the no-radio work rule under the labor contract existing at the time of its inception (i.e. the 1985-87 contract). Next, the City contends that inasmuch as the no-radio work rule is reasonable, it follows that the discipline imposed upon the grievant for admittedly violating same was proper and satisfied the rules of just cause. It therefore requests that the grievance be denied and the discipline upheld.

DISCUSSION

It is uncontested that for about the last 40 years, bus drivers were able to play personal radios on their buses. As a practical matter, the City's implementation of the no-radio work rule discontinued this practice over the Union's objection. The threshold question here is whether the City could unilaterally discontinue the prior practice.

This issue is one on which arbitrators do not always agree. 1/ one view is that a long established, mutually understood and frequently observed practice becomes a part of the labor agreement even if the contract itself makes no reference to the practice. The other view, representing a substantial majority of arbitrators, maintains that a past practice may not be enforced unless it has some basis in the parties' collective bargaining agreement.

There is no contract basis whatsoever for the practice of allowing drivers to use personal radios on their buses. The Union has negotiated a number of labor contracts with the MTU and its predecessor yet, so far as the record shows, the parties never included any aspect of the personal radio practice in their agreement. Thus, there is no reason for concluding the parties implicitly intended to include the personal radio practice in the instant labor agreement. To the contrary, it is evident that the parties themselves have chosen to leave this practice on an informal basis outside the scope of their written agreement.

It is understandable for employes to believe that a practice which has been observed over a long period of time ripens into a right to which they are entitled. However, there is no provision in the instant labor agreement (such as a maintenance of standards clause) protecting all favorable working conditions or benefits which have been established by past practice. That being the case, it is held that since the labor agreement does not require the City to maintain the personal radio practice, it could unilaterally discontinue same without violating the contract.

The next question is whether the City, after discontinuing this prior practice, could then adopt a work rule prohibiting bus drivers from using personal radios. It most definitely could. Two contractual provisions specifically give the City the right to establish work rules: Section 6 (the Management Rights clause) provides that the MTU has the right "to make reasonable rules or regulations governing conduct or safety pursuant to Section 21" and Section 21 (the Rules and Regulations clause) provides that "the employee shall serve under the present rules and regulations of the City and such reasonable rules and regulations as it may hereinafter adopt." In accordance with these directives, the MTU implemented the work rule in question.

There is no question as to why the so-called no-radio work rule was adopted by the City. It arose out of a settlement agreement in the Mitby lawsuit wherein the MTU agreed to "maintain and enforce to the extent permitted by law the policy of prohibiting personal radios or any electronic, visual or audio device on its buses as described in the June 4, 1987 memorandum." This June 4, 1987 memorandum, which is the no-radio policy in question, was attached to the Mitby settlement agreement as Exhibit A.

After the above work rule was posted on June 4, 1987, it did not become binding upon bargaining unit employes immediately. This is because Section 21 provides in pertinent part:

1/ See Elkouri, How Arbitration Works, 3rd Ed., p. 395, 400.

"Any proposed change in the rules and regulations shall be posted on the bulletin board of the City in the Service Building one calendar week before the effective date of the rule." Under this language, the effective date for a rule posted June 4, 1987 would have been June 12, 1987. Section 21 goes on to provide: "The reasonableness of any rule or regulation shall not be challenged unless a conference is asked within one calendar week of the time that it is posted on the bulletin board of the City in the Municipal Service Building." This language establishes a procedural hoop that the Union must follow before it can contractually challenge a new work rule, namely that it must ask for a conference with management within one calendar week of the time the new work rule is posted. This means that in the instant case the Union was required to ask for such a conference by June 12, 1987. The record does not indicate when the Union "asked" for such a conference although obviously it did because one was held. Although it is unclear exactly when this conference occurred, it can be surmised from the record that it was sometime around June 12, 1987. The end result of that conference was that the City did not change its decision to implement the new work rule. Thus, no matter what the exact date of the conference was, the Union was obligated to immediately file a grievance in order to timely challenge the implementation of the new work rule. Although the Union contended at the hearing that it filed such a grievance challenging the Employer's implementation of its no-radio work rule, it conceded in its brief however that no such grievance was filed at the time. Nor did the Union file a prohibited practice complaint over the matter as Union Attorney Birnbaum threatened to do in a letter to then-Transit Manager Houghton dated June 15, 1987. However, even if the Union had done so (i.e. filed a complaint over the matter against the City), this would not have been contractually sufficient. This is because a prohibited practice complaint cannot be used to contractually challenge the Employer's implementation of a new work rule; rather a grievance must be filed. That simply did not happen when the instant work rule was implemented.

The Union argues that the reason it did not file a grievance at the time the work rule was implemented was because of a request by the City attorney that it not do so due to the community furor over the Mitby death. It contends it agreed to hold off challenging the no-radio work rule for the time being but reserved its right to do so later. The City attorney however denies making such a request of the Union (not to file a grievance) and contends he did not agree to any reservation of the Union's right to grieve the matter later. It is apparent from these contentions that the Union believes it had an agreement with the City to waive the timelines for filing a grievance over the implementation of the no-radio work rule. Certainly the parties are free to make any agreement they want concerning the waiving of timelines for filing or processing grievances and these agreements are enforceable. In the context of this case, the parties could have agreed among themselves to let the Union file a grievance over the no-radio work rule at a later date. However, given the conflicting testimony noted above and the lack of any other supporting evidence, I am simply not persuaded that the parties had an agreement to ignore the contractual timelines for filing a grievance challenging the Employer's no-radio work rule. In so finding, it is noted that the Union may be correct in its contention that the City "pulled a fast one" here. Be that as it may, the undersigned finds that the record evidence in that regard is insufficient to prove that such an agreement, in fact, existed.

Given the above finding, it follows that the Union was not relieved of its contractual obligation to grieve a challenge to the proposed work rule in a timely fashion. The Employer implemented the no-radio work rule effective June 12, 1987 and the Union never grieved it at that time. Although the instant grievance filed October 6, 1989 indirectly challenges the Employer's implementation of the no-radio work rule, that aspect of the grievance is clearly untimely inasmuch as it was filed over two years after the Employer's implementation of same.

This holding should end consideration of the Union's challenge to the City's implementation of the no-radio work rule because work rules which are not timely challenged become enforceable and are considered per se reasonable by operation of Section 21. However, that is not the case here ecause the City subsequently entered into a prohibited practice settlement agreement that effectively resurrected this matter from the dead. As noted in the Background section, the Union filed a prohibited practice complaint against the City over an "Employee Manual" that the City was then trying to implement. This complaint was settled in December, 1989 when the parties agreed to change certain work rules contained in the new "Employee Manual". That settlement agreement provided in pertinent part:

> 4. Section 2.10, SOUND EQUIPMENT ON THE BUS. The question of legitimacy of this rule shall be submitted de novo to the arbitrator who is scheduled to hear the Bye grievance and who shall independently determine the legitimacy of this rule.

There was no testimony at the hearing concerning the parties' intent in reaching this agreement so consequently the language speaks for itself. The American Heritage Dictionary defines "legitimacy" as "reasonableness" while Black's Law Dictionary defines "de novo" as "anew; afresh; a second time." Plugging these definitions into the above phrase, the undersigned reads it as saying that the arbitrator is to decide the reasonableness of the (no-radio) work rule anew. Certainly the above noted phrase is capable of being read to mean, as proposed by the City, that the arbitrator is to decide the legitimacy of the (no-radio) work rule under the labor contract existing at the time of its conception (i.e. the 1985-87 contract). Were I to utilize this interpretation, no determination on the reasonableness of the work rule would be made because, as previously noted, the Union clearly failed to timely challenge the City's implementation of the work rule in 1987. The problem with this interpretation though is that it does not give effect to part of the stipulation, namely that part requiring the arbitrator to decide the legitimacy (i.e. reasonableness) of the work rule. Had the parties intended to have this arbitrator decide the timeliness question first and then address the reasonableness of the work rule if it was necessary, they could easily have included language setting forth same in the settlement agreement. They did not. Instead, they utilized language which, intended or not, asks the arbitrator to decide just the legitimacy (i.e. reasonableness) of the work rule. By asking for a ruling on that point (i.e. reasonableness) and that point only, the parties implicitly indicated that any timeliness problems were to be ignored. As if to underscore this point, the parties further agreed on the following

stipulated issue in this case: "Is the City's work rule prohibiting personal radios a reasonable work rule within the meaning of Section 21?" That stipulated issue, like paragraph 4 of the prohibited practice complaint settlement agreement, specifically grants the arbitrator authority to address the reasonableness of the no-radio work rule. In contrast though, nothing is explicitly said in this stipulated issue about the question of timeliness. It is therefore held that both paragraph 4 of the prohibited practice settlement agreement and the stipulated issue herein compel the arbitrator to address the reasonableness of the no-radio work rule. Consequently, the undersigned will ignore the previously identified timeliness problem and proceed to determine the reasonableness of the rule.

Before doing so though it is noted that such a determination has been complicated by the City's failure to present evidence on this point at the hearing. Nevertheless, the record is sufficient to address and decide the matter.

The commonly accepted test of reasonableness of a work rule is whether it attempts to regulate a legitimate objective of management. 2/ Although the memo announcing the no-radio work rule did not list any reasons in support of its promulgation, there is no question that it was adopted in response to the Mitby lawsuit settlement. Specifically, the rule was posted to comply with one of the terms of that agreement, namely the part which provided: "The LaCrosse Municipal Transit Utility will maintain and enforce to the extent permitted by law the policy of prohibiting personal radios or any electronic, visual or audio device on its buses as described in the June 4, 1987, memorandum." Given the existence of this pledge/obligation by the MTU to the Mithy family, it is apparent that the MTU had to implement the no-radio work rule. Said another way, it was a business necessity that it do so. Although the Mitby settlement agreement does not indicate why the prohibition against personal radios on buses was included therein, it can easily be surmised from the record that it was not unrelated to the rumor that then existed that the bus driver's personal radio was playing at the time of the fatal accident. That being the case, it follows that safety considerations were also involved in the implementation of the rule. Certainly the promotion of bus safety and the elimination of possible safety hazards is a proper managerial motive and legitimate employer concern. While the Union contends that radio usage by bus drivers enhances their efficiency, the undersigned need not decide whether such is, in fact, the case. Instead, it is sufficient to simply note that radio usage by bus drivers can result in a situation not conducive to safety. Specifically, radios have the capacity to distract a driver's attention and can potentially impede the driver's ability to hear sounds on the bus (such as what passengers are telling him/her) as well as sounds off the bus (such as horns and sirens from other vehicles) - Consequently, a work rule prohibiting bus drivers from using personal radios can be said to promote bus safety. In sum then, it is held that the business necessity of implementing the rule following the Mitby settlement, together with safety considerations noted above, make the no-radio

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2/ Id, p. 519.

work rule reasonable within the meaning of Section 21. 3/

Having so found, the question remains whether the Employer applied this rule in a discriminatory fashion. I find that no such discrimination has been shown for the following reasons. First, even if the Union is correct that it received mixed messages from then-Transit Manager Houghton at the conference held around June 12, 1987 concerning the enforcement of the work rule, any doubt in that regard was cured in May, 1988 when Bye received a verbal warning for violating the rule. From that point forward, there was no question whatsoever that the Employer was enforcing the rule. Next, although the Union contends there are other bus drivers (other than Bye) who played their personal radios but were not disciplined for same, there is nothing in the record to support this allegation that Bye was held to a different standard than other bus drivers with regard to radios. Specifically, there is no evidence that the City had actual or constructive knowledge of violations of this rule by other bus drivers which were not enforced. Consequently, the Union's charge of unequal treatment against Bye simply has not

3/ See Anaconda Aluminum Company, Dolson, 51 LA 281 (1968).

been substantiated. Given the foregoing, it is held that the no-radio work rule was not applied in an arbitrary, capricious or discriminatory fashion to the grievant.

Attention is now turned to the issue of whether just cause existed for the grievant's one-day suspension. There is no question that the grievant violated the no-radio work rule on September 29, 1989 since he admits that he was, in fact, listening to a personal radio on that date. His motive in doing so has no bearing whatsoever on the matter. Consequently, he was not unjustly accused of violating the no-radio work rule. Inasmuch as his listening to the radio expressly violated the no-radio work rule, it follows that the Employer could discipline the grievant for that misconduct. Moreover, the grievant had prior notice of the disciplinary consequences of violating the no-radio work rule because he had received a verbal and written warning for this same type of misconduct. That being so, it is clear that the Employer utilized progressive discipline here. Therefore, since a suspension traditionally follows a written warning in progressive discipline, it is held that the severity of the discipline imposed here (i.e. a one-day suspension) was reasonably related to the grievant's proven misconduct. Accordingly, it is held that despite the grievant's long discipline-free past work record, the Employer had just cause here to suspend the grievant for one day for violating the no-radio work rule.

Based on the above and foregoing, the record as a whole and the arguments of the parties, the undersigned issues the following

AWARD

1. That the City's work rule prohibiting personal radios is a reasonable work rule within the meaning of Section 21; and

2. That there was just cause to discipline the grievant, Kenneth Bye. Therefore, the grievance is denied.

Dated at Madison, Wisconsin this 20th day of August, 1990.

By Raleigh Jones /s/
Raleigh Jones, Arbitrator

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