BEFORE THE ARBITRATOR

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| In the Matter of the Arbitration of a Dispute Between | |
| ANTIGO FIREFIGHTERS UNION | Case 61 No. 44896 MA-6449 |
| and | |
| CITY OF ANTIGO | |

Appearances:
Mr. Michael Dobish, 70 Stoney Beach Road, Oshkosh, Wisconsin 54901, for the Un
Ruder, Ware and Michler, S.C., by Mr. Ronald J. Rutlin, 500 Third Street, P.O. Box 8050, Wausau, Wisconsin 54402-8050, for the Employer.

ARBITRATION AWARD

The Antigo Firefighters Union, hereafter the Union, and the City of Antigo, hereafter the Employer, are parties to a collective bargaining agreement which provides for final and biding arbitration of disputes arising thereunder. The union made a request, in which the employer concurred, that the Wisconsin Employment Relations Commission designate an arbitrator to hear and decide a grievance concerning the city's use of non-bargaining unit personnel to replace a unit firefighter who was absent due to illness. The Commission designated Stuart Levitan as the impartial arbitrator. Hearing in the matter was held February 26, 1991, in Antigo, Wisconsin, with a stenographic transcript being provided to the parties by March 21, 1991. The parties filed briefs by May 16, 1991, and waived their right to file replies.

ISSUE:

As the parties did not agree on the statement of the issue, I have set the same as follows:

> Did the City violate past practice or Article 11A of the collective bargaining agreement when it used a paid on-call firefighter to cover for a full-time unit firefighter who was absent due to illness on September 23, 1990? If so, what is the remedy?

RELEVANT CONTRACT LANGUAGE:

> ARTICLE I - RECOGNITION
>
> The City recognizes the Union as the sole and exclusive bargaining agent for all full-time Firemen and full-time Captains and Lieutenants in the Fire Department for the purpose of engaging in conferences and negotiations establishing wages, hours and conditions of employment.
>
> Expressly excluded from the bargaining unit are the Fire Chief, clerical, seasonal, temporary, and all supervisory, managerial and confidential employes.
>
> ARTICLE 2 - MANAGEMENT RIGHTS
>
> The City possesses the sole right to operate City government and all management rights repose in it, subject only to the provisions of this contract and applicable law. These rights include, but are not limited to the following:
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> . . .
>
> C.To hire, promote, transfer, schedule and assign employes to any Fire Department positions within the County which the employe is trained to perform;
>
> . . .
>
> H.To determine the kinds and amounts of services to be performed as pertains to City government operations and the number and kinds of positions and job classifications to perform such services;
>
> I.To contract out for goods and services;

J.To determine the methods, means and personnel by which City operations are to be conducted;

. . .

ARTICLE 11 - OVERTIME

A.Overtime at time and one-half (1-1/2) shall be paid to any employe replacing another on sick leave.

. . .

ARTICLE 24 - ENTIRE MEMORANDUM OF AGREEMENT

A.Amendments: This Agreement constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

B.Waiver: The parties further acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and the opportunities as set forth in this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to in this Agreement, even though such subject may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. Waiver of any breach of this Agreement by either party shall not constitute a waiver of any future breach of this Agreement.

BACKGROUND

This grievance concerns the City's efforts to reduce its labor costs by using non-bargaining unit firefighters, known as paid on-call (POC) firefighters, to supplement and substitute for full-time, bargaining unit firefighters.

On June 11, 1986, the Antigo Common Council adopted a motion for a feasibility study of alternatives to its current fire control system, such study to include "both volunteer and/or combined departmental services with due consideration to public safety, possible cost reduction, insurance ratings and alternatives for present employes."

On November 12, 1986, the Council, on recommendation of its Fire, Police and License Committee, adopted the following resolution by a vote of 7-5:

> 1.Effective immediately no personnel be hired in the fire department
> 2.The number of full time firemen within the department be reduced through attrition to ten (10)
> 3.A volunteer program be initiated.

On June 26, 1987, the Union submitted to the City its initial proposals for a successor collective bargaining agreement. Among other proposals, the Union requested the "right to bargain the impact of less manpower at the scene and to bargain the impact of training paid on call (POC) personnel at such time as this occurs." The City did not accept this proposal, and it was not incorporated in the successor agreement.

On November 11, 1987, the Council, by a vote of 10-2, adopted a resolution initiating a Volunteer Fireman Program, and hiring three volunteers. The program included the following provisions:

> Scope of Program
>
> The program is a long term plan designed to create a combination department. The volunteers are to be trained so they can replace full-time firemen who leave through attrition. The volunteer is not to be construed or used as a vehicle to layoff any full-time fireman and it is the wishes of this committee that when any full-time firemen are to be hired in the future, that the volunteers would receive first consideration from the Police and Fire Commission.
>
> . . .
>
> Fire Calls
>
> The volunteers will receive $25 for every fire they are called for and they respond to the fire.
>
> Paid-On-Call
>
> Since we still have a full staff of firemen, the dire need for paid-on-call volunteers is not necessary at this time until we have actual retirements or quits within the department. In the event the Fire Chief feels he needs some paid-on-call volunteers because of sick leave of regular employes, this item is covered for in the budget under Cost of Sick Leave. If needed, a paid-on-call rate of $0.75 per hour would be used.

In late 1988, the City proposed to the Union the following Memorandum of Understanding:

MEMORANDUM OF UNDERSTANDING

WHEREAS, on November 12, 1986, the City of Antigo Common Council passed a Resolution stating that:

(1) Effective immediately no person will be hired in the Fire Department.

(2) The number of full-time Firemen within the Fire Department will be reduced through attrition to ten (10).

(3) A volunteer program will be initiated; and

WHEREAS, the purpose of the above Resolution was to establish a long-term plan designed to create a combined Fire Department comprised of paid-on-call volunteers and full-time employees; and

WHEREAS, the volunteer program was not to be construed or used as a vehicle to lay off any current full-time fireman; and

WHEREAS, implementation of the above plan was consistent with the City of Antigo's management rights as outlined in Article 2 of the Labor Agreement between the City of Antigo and the Antigo Firefighters' Union; and

WHEREAS, the Antigo Firefighters' Union has expressed concerns that Article 2(I) of the Collective Bargaining Agreement between the City of Antigo and the Antigo Firefighters' Union would permit the City to implement a totally volunteer Department by laying off existing full-time employees notwithstanding the stated purpose of the plan as identified above; and

WHEREAS, the City of Antigo seeks assurances from the members of the Antigo Firefighters' Union that they will cooperate in the training of volunteers necessary to assure the success of the plan.

NOW THEREFORE, the City of Antigo and the Antigo Firefighters' Union agree as follows:

1. The City of Antigo agrees that it will not lay off any existing full-time firefighter for the purpose of replacing them with a paid-on-call volunteer.

2. The Antigo Firefighters' Union and its members agree to cooperate with and assist the City in training paid-on-call volunteers who are recruited by the City to replace full-time firefighters as they retire or quit.

On January 19, 1989, the Union President, Bob Donohue, replied to Mayor Bernhard Junior as follows:

Dear Mayor:

The recent discussion on the Paid on Call/Volunteer Firefighter program prompts this letter. In the last few months Local 1000 was given a "Memorandum of Understanding" for the membership to sign. After much discussion, we the members of Local 1000 believe we cannot sign this for the following reasons.

1. The members of Local 1000 feel that the reduction to ten full-time firefighters is detrimental to the overall population of the city of Antigo. We are concerned first with the safety of the citizens we protect and also for our own safety as well. No one in the department is worried about losing their job as the City Council already passed the resolution to go to ten men through attrition. Our union would support the paid-on-call program if it is used to supplement the present force of fifteen men.

2. In recent months a lot of articles have appeared in the paper showing how the City of Antigo is growing through new business (K-Mart complex, Motel 8, Red Owl, Tradewells), and annexations (Cutlass Royale, Sheldons,

Draegers, Reifs). Several new and different businesses have entered our fire protection area.

The members of Local 1000 feel that the city should maintain the "status quo" in this department by maintaining a force of fifteen full time firefighters at all times. Not long ago the fire department employed seventeen firefighters. We have been reduced by two men and the city has saved a substantial amount of money by not replacing them.

The members of Local 1000 feel that by reducing the fire department to ten men is a step in the wrong direction. We urge you to take this problem back to the full City Council to see if the original resolution can be rescinded. In our professional opinion, to rescind the resolution would be in the best interest of every citizen in the city of Antigo.

On December 14, 1988, the Council adopted a motion to refer to the Fire, Police and License Committee the matter of employing on-call firemen. Similar motions were made and adopted on February 8 and June 14, 1989.

On or about July 6, 1989, the Union proposed to amend the collective bargaining agreement by incorporation of "a minimum manning clause (4 men)." The City did not agree to this proposal, and it was not included in the successor agreement.

On October 11, 1989, the Council, by a vote of 7-4, adopted a motion "that the Paid On Call Firemen Program be discontinued and the existing number of firefighters in that department, being fifteen, be maintained." During Council consideration of the motion, Mr. Michael Bartz, president of IAFF Local 1000, informed the Council that the Union would support the Program only if the staffing level of fifteen were maintained.

On March 14, 1990, the Council adopted a resolution approving a plan for "Paid on Call Employment within the City of Antigo Fire Department," which contained the following provisions:

. . .

II. STRUCTURE OF PROGRAM. The Common Council has appropriated funds for the Fire Department's budget for the POC supplementary program.

A. Systematic POC. POC's will be scheduled and assigned duties either as replacements for full time fire fighters, or scheduled to be "on-call" to respond to fires or natural disasters. The Fire Chief shall determine and schedule POC's so as to complement any full time work obligations of a POC. These schedules will be used to cover manpower shortages within the Fire Department.

. . .

C. CALL IN PROCEDURES. Each POC will be issued a pager that will be activated by the Police Department.

1. RESPONSE SITUATIONS. On-Call POC's will be activated in all the following situations: when there are structural fires, contents fires, natural disasters, and also respond to all calls for car fires, grass fires and rubbish fires. POC's will generally not be paged to respond to any call that does not involve a fire. The officer in charge may, at his discretion, activate additional POC's if the situation warrants the additional manpower.

2. POC RESPONSE ACTIVITY. The POC's will respond directly to the fire scene. If there is a working fire, the activation of off duty POC's will be left to the discretion of the Fire

Commander at the scene.

III. TRAINING OF POC'S

. . .

C. POC PAY

2. ACTIVE. POC's that are called to active duty to fill in for any full time firefighters will receive their hourly stipend for the actual time spent on duty. Any training sessions during active duty will first be offset by the active duty pay.

. . .

APPENDIX A

PAID ON CALL

1990 RATES

| | HOURLY RATE |
|---|---|
| FIREMAN AFTER COMPLETING 8 YEARS OF SERVICE | $7.33 |
| FIREMAN AFTER COMPLETING 4 YEARS OF SERVICE | $7.30 |
| FIREMAN (REQUIRES 6 MONTHS IN POC PROGRAM AND SUCCESSFUL COMPLETION OF FIREMAN I AND FIREMAN II CLASSES.) | $7.27 |
| NEW FIREMAN POC EMPLOYEE | $6.90 |
| MINIMUM PAY FOR ANY FIRE CALL (THE MINIMUM WILL FIRST BE OFFSET BY ANY AMOUNTS RECEIVED FROM TRAINING, ON-CALL, OR ACTIVE DUTY PAY AT THE TIME OF FIRE.) | $50.00 |

In September, 1990, the parties negotiated a successor collective bargaining agreement. Neither party proposed language relating to minimum staffing levels, and no such language was incorporated in the successor agreement.

On September 23, 1990, a full-time firefighter was unable to work due to illness. Fire Chief James E. Hubatch placed a POC on duty. Firefighter Thomas C. Vorass, who, under the pre-POC procedures, was in line for this assignment, was available and willing to accept such duty, but Hubatch never contacted him.

On October 1, 1990, the Union filed the following grievance:

> On September 23, 1990, Paid On Call Firefighter Wild was placed on call by Chief Hubatch for 12 hours of call time. This action resulted in Firefighter Vorass losing 12 hours of overtime pay, as had been practiced by the Fire Department for many years.

The Fire Chief denied the grievance on October 11, 1990, stating, "I will continue with the P.O.C. program in the future," and that "I was given permission from the City Council to replace full-time firefighters with a P.O.C. in the event sick leave had to be worked."

POSITIONS OF THE PARTIES

In support of its position that the grievance should be sustained, the union asserts and avers as follows:

> The collective bargaining agreement is clear and unambiguous in requiring that employes be offered overtime when another employe is on sick leave. This mandatory language, and the contract's recognition clause, both long pre-date the POC Program. Thus, the necessary application is that the contract directs the City to call in, and pay overtime to, employes whenever another employe is on sick leave. Such an interpretation is the only one consistent with the parties' intent, as shown by the historical context.

Any effort by the City to argue that, as Article II does not mention non-employes, the City is free to replace a full-time firefighter with a POC and avoid paying overtime is contrary to the true purpose and intent of the contract. A City victory on this argument would free the City to succeed in its apparent plans to destroy the bargaining unit through its subterfuges.

Never formally notifying the Union of its plans or offering to bargain, the City used threats of layoffs to coerce the Union into agreeing to the POC program. Initially, POC's were used only at fire and disaster scenes, and full-time employes on sick leave were replaced only by other full-time employes. But on September 23, 1990, with neither further Common Council action nor notice to the Union, the Fire Chief used a POC to replace a full-time fire fighter on sick leave -- thus violating his own minimum manning policy, the terms of the POC Program, long-standing past practice, and the collective bargaining agreement. It was an ambush.

The fact that Union members could have attended Common Council meetings at which the POC program was discussed does not mean that the Union has waived its right to object to the City's actions. A City argument that the Union has waived its rights would, if successful, abrogate the collective bargaining relationship.

Past practice is relevant to supplement and explain the proper application of Article 11; such past practice clearly supports the union. By itself, Article 11 admittedly does not speak to whether the City may call in non-employes to replace employes who are ill. However, the consistent and uniform past practice -- as testified to by the Chief, a veteran of 30 years -- was that only full-time fire fighters were called in to replace other fire fighters on sick leave. The City has submitted no evidence to disturb or discredit this practice.

If anyone is subject to the waiver argument, it is the City, for when it presented the proposed Memorandum of Agreement on POC's to the Union, the Union refused to sign. It was then that the City should have sought to change Article 11, or otherwise obtain contractual language on the subject of POC's on-call usage. That it failed to do so should serve as a waiver on its rights to use POC's as it did on September 23, 1990.

Further, even the Council minutes and the published POC Program document would not put the Union on notice of the way the City intended to use the POC's. The City's answer to the grievance implicitly shows that the City supposedly decided, after the fact, to allow the Chief to call in POC's to replace fire fighters. This represents an ambush and the destruction of a long-standing, well-known and agreeable past practice by the most devious back-door means.

Accordingly, the grievance should be sustained, fire fighter Voss paid 12 hours overtime, and the City ordered to cease calling in POC's to replace full-time fire fighters on sick leave, calling in full-time fire fighters in such circumstance instead.

In support of its position that the grievance should be denied, the City asserts and avers as follows:

The City's use of an on-call volunteer firefighter to replace an ill regular fire-fighter did not constitute a violation of the collective bargaining agreement. Neither Article 11 nor past practice require the City to call in a regular full-time firefighter to replace a firefighter on sick leave; instead, the contractual management rights clause grants the City the authority to do just that.

Arbitral law and the provisions of this agreement prevent the arbitrator from ignoring or amending clear and unambiguous contract language. Such language is present, in that Article 11(A) simply provides that if a full-time firefighter replaces a firefigher on sick leave, the replacement is to be paid at the overtime rate for the hours worked; Article 11(A) does not

mandate that the place of the sick firefighter necessarily be taken by another regular, full-time firefighter. In seeking to have the arbitrator read into the agreement this later provision, the Union is attempting to obtain through grievance what it could not obtain through bargaining, namely minimum staffing levels.

For a prior procedure to be a binding past practice, it must be unequivocal, clearly enunciated and acted upon, and readily ascertainable over a reasonable period of time as a fixed practice accepted as such by both parties. A practice which is merely the result of happenstance does not constitute a binding past practice. Here, there is only negligible evidence of previous procedure, far short of that necessary to establish an unequivocal, mutually accepted binding past practice.

Even if there were evidence to support a past practice, such practice would yet be nullified by the contractual "zipper clause," which provides that the written agreement constitutes the entire agreement between the parties. Arbitral law mandates that this clause, which precludes a claim of past practice regarding a matter on which the contract is silent, be given full force and effect.

The agreement also contains a waiver section, by which the parties recognized their mutual right to have made proposals during bargaining, and declared that those items agreed to were set forth in the contract. Given the bargaining history, this waiver is particularly relevant. In 1988 and 1989, the Union, recognizing the City's contractual Management Right to use on-call volunteers, made proposals regarding manpower and minimum staffing levels. In 1991, however, even though the City was at that time using volunteer firefighters, the Union made no further proposals in this regard. Thus, the parties' agreement on the use of on-call firefighters is embodied in the collective bargaining agreement -- and that agreement does not limit the City's right to use such personnel.

Based on the clear and unambiguous language of Article 11, the irrelevance of any purported past practice, and the record evidence as a whole, the grievance should be denied and dismissed.

DISCUSSION

It is axiomatic that an arbitrator must first consider the language of the collective bargaining agreement; only if the text of the agreement is unclear and ambiguous is recourse to such parol evidence as past practice and bargaining history appropriate. Of course, the benchmark of ambiguity is not whether the advocates disagree as to meaning and application, but whether the arbitrator finds some uncertainty or confusion in the language.

Article 11, Section A provides that overtime pay "shall be paid to any employe replacing another on sick leave." To the Union, this serves as a mandatory directive to the City to call in and pay overtime to employes whenever another employe is on sick leave.

But that is not quite what the contract provides. The contract provides that an employe who replaces another on sick leave shall be paid at overtime rates; it does not, solely by its text, provide that the person who replaces a sick fire fighter must also be a full-time, bargaining unit member. That is, the contract deals with the rate of pay when bargaining unit members are called in; it does not, by its language, mandate that only bargaining unit members can be called in.

Some ambiguity may possibly be created, however, by construction; that is, the Union claims that this language implies use of bargaining unit members, which implication, through construction, has become incorporated into the agreement. Further ambiguity may also be created by Article 11's reference to "any employe." Since the contract governs the relationship between members of this bargaining unit and the City, and only that relationship, it could be argued that any and all individuals affected by the operation of Article 11 must be employes/bargaining unit members.

To the extent that this language may thus contain some ambiguity, recourse to parol evidence is helpful, especially regarding minimum staffing. While not dispositive, it is instructive in showing what the parties understood (about contemporaneous language), what they wanted (for successor language) and what they did (in agreed-to language).

Based on a departmental roster of 15 full-time firefighters, the daily staffing level has been four. During two separate rounds of bargaining, in 1987 and 1989, the Union proposed codifying these staffing levels in the collective bargaining agreement. The City rejected these initiatives, and they were not agreed to.

As parties generally do not bother to seek what they already have, these repeated -- and repeatedly unsuccessful -- efforts at obtaining minimum staffing levels further supports a finding that such minimum staffing was not then, and is not now, in the collective bargaining agreement. When a proposal is made but not accepted, "the plain inference of the omission is that the intent to reject prevailed over the intent to include." Progress-Bulletin Publishing Co., 47 LA 1075, 1077 (Jones, 1966). An arbitrator should generally not "assume that the contract confers a specific benefit when that benefit was discussed during negotiations but omitted from the contract." Santa Cruz City School District, 73 LA 1264, 1269 (Heath, 1979), citing Torrington Co. v. Metal Products Workers Union Local 1645, 362 F. 2d 677, 62 LRRM 2495 (2nd Cir. 1966). The 1989 negotiations are particularly telling in this regard; had the City agreed to the minimum staffing level of four full-time firefighters, it clearly would not have been able to use the POC as it did here, filling in for a firefighter on sick leave.

To the extent that any further ambiguity or uncertainty remains, it is appropriate to review the Union's argument as to past practice.

The Union contends that, prior to the Fire Chief's actions of September 23, 1990, Article 11 was "uniformly and consistently" applied so that only full-time fire fighters were called in to replace other full-time fire fighters who called in sick. According to the Union, this policy, apparently unchanged for at least 30 years, creates a past practice which the City has failed to refute, disturb or discredit. The City responds in the alternative, denying that a past practice has arisen, and contending that, even if one did exist, it was superseded by the contract's "zipper clause."

It is well-established that, to be mutually binding, an alleged past practice must be unequivocal, clearly enunciated, and readily ascertainable over a reasonable period of time. Celanese Corp. of America, 24 LA 168, 172 (Justin, 1954); City of Marion, 91 LA 175, 179 (Bittel, 1988).

The crux of the Union's past practice contention is that, prior to September 23, 1990, only full-time fire fighters were called in to replace comrades who called in sick. This is undeniably true; as the Fire Chief testified, all personnel called in to replace full-time fire fighters on sick leave were themselves also full-time fire fighters. The fact that, prior to the establishment of the POC Program, there was no one other than a full-time fire fighter available for such duty, does not nullify, negate or otherwise minimize the validity of this past practice.

That a past practice has been created, however, does not mean it continues; such extra-contractual provisions can be terminated in a variety of ways. An employer may effectively repudiate a past practice by giving timely and proper notice of its intent to do so before or during contract negotiations; when management gives such notice, "it is generally recognized that, if the Union wishes to have continued whatever right is (sic) previously possessed by past practice, it has the burden of getting incorporated into the Agreement the expression of such right. Weyerhaeuser Co., 71 LA 61, 63 (Rauch, 1978). See also, Standard Oil Co., 79 LA 1333, 1336 (Feldman, 1982), and Dairy Products Company, 63-2 ARB 8538 (Greenwald, 1963). Further, "(w)hen the conditions upon which a past practice has been based are changed or eliminated, the practice may no longer be given effect." Gulf Oil Co., 34 LA 99, 100 (Cahn, 1955). See also, Copley Press, 91 LA 1324, 1331 (Goldstein, 1988); General Tire and Rubber Co., 83 LA 811, 813 (Feldman, 1984).

Without considering the process by which the prior conditions have changed, it is clear that the Weyerhaeuser standard has been met. On March 14, 1990, the Antigo Common Council adopted a resolution approving a plan for the POC Program; that plan stated that the POC's would be assigned duties both as "replacements for full time fire fighters or scheduled to be 'on call' to respond to fires or natural disasters." By itself, this language seems to indicate that there are two distinct assignments potentially available to a POC -- being on call for direct response to an emergency situation, and replacing a full-time firefighter. Replacing a full-time firefighter, of course, is what POC Wild did on September 23, 1990.

There is further documentary support for this interpretation. The March 14, 1990 plan provides for different rates of pay, depending on whether the POC is on-call (eight hours of the hourly stipend for each 24 hours consecutive on-call time) or on active duty (straight hourly stipend for the actual time spent on duty "fill(ing) in for any full time fire fighters...." That such active duty is not, as the Union contends, limited to POC's responding to emergency calls is further established by the Appendix A 1990 Rates, which sets a separate $50.00 minimum for any fire call. That is, while the fire call minimum is first to be offset by training, on-call or active duty

pay which the POC is already set to receive, the fact that the plan provides separate and distinct rates shows that the plan assumes separate and distinct duties.

Thus, as of the Council's adoption of the POC Terms and Conditions on March 14, 1990, the Union was on notice that the City intended to abrogate the former past practice of relying solely on full-time firefighters to fill in for bargaining unit employes on sick leave, and instead begin to use POC's. Thereafter, the Union, for whatever reason, did not pursue the matter of minimum staffing at the negotiations for the 1991 contract. The combination of these two factors, I believe, allowed the City to effectively terminate the prior past practice.

Having thus found no continuing past practice in this regard, it is unnecessary for me to address the City's argument as to the effect, if any, of the "zipper clause," Article 24.

It goes without saying, but is being said anyway, that by this Award, I express no opinion on whether the parties' actions were consistent with, or contrary to, external law regulating their relationship. Nor, because the issue was neither raised nor argued below, do I address the issue of the proper rate of pay for the POC's assigned to replace full-time firefighers on sick leave. My sole duty, and my only power, is to measure the City's actions against the standard of the collective bargaining agreement.

Accordingly, on the basis of the record evidence and the arguments of the parties, it is my

AWARD

That this grievance is denied.

Dated at Madison, Wisconsin this 1st day of July, 1991.

By Stuart Levitan /s/
Stuart Levitan, Arbitrator