BEFORE THE ARBITRATOR

In the Matter of the Arbitration of a Dispute Between	:	
LOCAL UNION NO. 1021, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO	:	Case 102 No. 45690 MA-6705
and	:	
CITY OF MARSHFIELD (FIRE DEPARTMENT)	:	

Appearances:

Mr. Michael Dobish, State Representative, International Association of Firefighters, on behalf of the Union.

Ruder, Ware & Michler, S.C., by Mr. Dean R. Dietrich, on behalf of the City.

ARBITRATION AWARD

The above-captioned parties, hereinafter the Union and the County respectively, are signatories to a collective bargaining agreement which provides for final and binding arbitration. Pursuant to said agreement, the undersigned was appointed by the Wisconsin Employment Relations Commission to hear the instant dispute. Hearing was held in Marshfield, Wisconsin on August 20, 1991. No stenographic transcript was made. After extension of the briefing schedule, the parties completed their briefing on November 4, 1991. Based upon the record herein and the arguments of the parties, the undersigned issues the following Award.

ISSUE:

The parties were unable to stipulate to framing of an issue.

The Union proposed as follows:

> Did the City violate Article VIII, Vacations, and/or past practice by establishing a policy whereby the Deputy Chiefs who are nonbargaining unit employes, could select and receive vacation time off ahead of more senior bargaining unit employes, thus eliminating otherwise available vacation selections for more senior bargaining unit employes? If so, what is the appropriate remedy?

The City frames the issue as follows:

> Did the City violate Article VIII of the labor agreement by its method of scheduling vacations for its bargaining unit and management employes? If so, what is the appropriate remedy?

The undersigned would frame the issue as follows:

> Did the City violate Article VIII, as circumscribed by the past practices, of the parties, by its method of scheduling vacations for its bargaining unit and management employes? If so, what is the appropriate remedy?

PERTINENT CONTRACT LANGUAGE:

ARTICLE I-RECOGNITION

Section 1: The City recognizes the Union as the exclusive bargaining agent for the regular full-time employees of the Fire Department of the City of Marshfield, excluding the Chief and the Deputy Chiefs of said Department.

. . .

ARTICLE VIII-VACATIONS

Section 1: The Fire Chief shall administer the vacation schedule according to the terms of this agreement. He shall reserve the right to determine the number of personnel to be on vacation at any one time.

Section 2: Employees shall receive vacation as follows:

Years of Service	Vacation Time
After one (1) years' service	Three (3) days
After two (2) years' service	Six (6) days
After seven (7) years' service	Nine (9) days
After fourteen (14) years' service	Twelve (12) days
After twenty (20) years' service	Fifteen (15) days

Section 3: Employees shall be eligible for vacation benefits on their anniversary date and such vacations shall be taken within one (1) year following the anniversary date.

Section 4: All employees who are eligible for vacation shall submit their choices of dates to their department head by May 1. Where two or more employees request the same dates, the senior employee shall have first choice and the selection of the 2 senior employees shall be honored. Vacation periods of all employees except those not entitled to one week shall be taken in units of not less than three (3) days. However, the choice and length of vacation may be changed by mutual agreement between the employee and the department head.

Section 5: An employee who gives at least two (2) weeks prior notice to quitting, and employees whose service is being terminated due to discharge, death, or retirement shall receive pay for their accrued and unused vacation benefits; at their regular rate of pay at the time of termination. If an employee terminates before the 15th of the month, he shall not receive credit for the month; if the termination occurs on or after the 15th of the month he shall receive credit for a full-month towards vacation accrued.

. . .

ARTICLE XXIII-RESERVATION OF RIGHTS

Section 1: The City retains all of the rights, powers,

and the authority exercised or had by it prior to the time the Union became the collective bargaining representative of the employees here represented, except as specifically limited by express provision of this agreement.

BACKGROUND

Prior to 1981, the City operated the Fire Department as a 2-platoon system pursuant to the following contractual language:

ARTICLE VIII.

VACATIONS

All vacations shall be based on the calendar year. Employees with one (1) year of service shall receive one (1) week vacation with pay. Employees with two (2) years of service shall receive two (2) weeks vacation with pay. Employees with eight (8) years of service shall receive three (3) weeks vacation with pay. Employees with fifteen (15) years of service shall receive four (4) weeks of vacation with pay. Employees with twenty (20) years of service shall receive five (5) weeks of vacation with pay.

Employees with more than one year but less than two years of employment, employees with more than seven years but less than eight years of employment, employees with more than fourteen years of employment, but less than fifteen years of employment, and employees with more than nineteen years and less than twenty years of employment as of January 1 of any year, shall be eligible to take their additional week of vacation at any time during the year. However, if the employee leaves employment prior to completion of the second, eighth, fifteenth or twentieth year, he shall repay the City an amount equal to the unearned but used weeks of vacation time. Such payment shall be deducted from his last payroll check.

All new employees shall receive a pro rata vacation allowance after January 1 of the year succeeding their date of employment. Such vacation credit shall be based on the actual months of service prior to January 1, i.e., if any employee starts employment on July 1 of the preceding year, he shall receive 6/12 or one-half of one week's vacation. The following year he shall receive vacation under Section 2 of this Article.

A week's vacation pay shall be computed on the basis of a 56 hour work week at the employee's normal hourly rate of pay (or monthly, if employee is salaried on a monthly scale).

All employees who are eligible for vacation shall submit their choices of dates to their department head by May 1. Where two or more employees request the same dates, the senior employee shall have first

choice. Vacation periods of all employees except those not entitled to one week shall be taken in units of not less than one week. However, the choice and length of the vacation may be changed by mutual agreement between the employee and the department head.

Employees who give at least two weeks prior notice to quitting and employees whose service is being terminated due to discharge, death, or retirement, shall receive all earned vacation based upon actual months of service. If an employee's service is terminated before the fifteenth of the month, he shall not receive credit for such month. However, if the termination occurs on or after the fifteenth of the month, credit for a full month shall be credited toward the prorated vacation allowance.

Vacation credits must be used each year and shall not accumulate.

Management, at that time, was comprised of a Fire Chief and an Assistant Fire Chief.

In 1981, the current language was adopted by the parties, with the exception of the last sentence in paragraph 4, which was subsequently added. When this language was agreed to, the 2-platoon system was still in place. While both City and Union exhibits reflect the current language, the City introduced a document entitled Memo to Aldermen, Mayor and City Attorney from Jon Krueger reflecting language and other changes in the 1981 labor agreement. The vacation language which is set forth in this memo with respect to Section 4 differs from that which ultimately ended up in the contract. No explanation for the discrepancy was provided at hearing. The language of the memo is as follows:

> 4) All employees who are eligible for vacation shall submit their choices of dates to their department head by May 1, and the selection of the 2 senior employees shall be honored. Where two or more employees request the same dates, the senior employee shall have first choice. Vacation periods of all employees except those not entitled to one week shall be taken in units of not less than three (3) days. However, the choice and length of the vacation may be changed by mutual agreement between the employee and the department head.

In 1983, pursuant to an interest arbitration award, the City implemented a 3-platoon system. At that time, it organized the firefighters into three sixteen person platoons and eliminated the Captain and Assistant Fire Chief positions. Four new Lieutenant and three new Deputy Fire Chief positions were created. While Lieutenants were included in the bargaining unit, Deputy Fire Chief positions were excluded as supervisory. One Deputy Fire Chief was assigned to each platoon.

In negotiations for the successor 1984 agreement, the Union submitted the following proposal:

> Modify section 1 and section 4 and insert the following.
>
> Six (6) FireFighters shall be allowed on vacation at one time - 2 from each platoon. The Deputy Chief of the platoon shall be included in the above and vacation choices shall be picked by seniority on the Marshfield Fire Department.
>
> First round vacation choices shall be as follows:
>
> Employees with 5 weeks may pick 3 weeks.
> " " 4 " " " 2 " .
> " " 3 " " " 2 " .
> " " 2 " " " 1 " .
> " " 1 " " " 1 " .

The City did not agree and the language negotiated in 1981 remained substantially unchanged.

Department policy, as established by the Fire Chief in making determinations as to minimum staffing levels, has been to permit only two employes per platoon to be on vacation at any one time. The Union has not really contested the fact that the Fire Chief is entitled to set minimum staffing levels.

From 1981 to 1990, the vacation selection method was as follows: the

most senior employe on the shift made his picks on the calendar, followed by the next most senior, and on down the line. If the two most senior had picked the same day or dates, no other employes selected those dates in accordance with the Chief's minimum staffing policy. Since the creation of their positions the Deputy Fire Chiefs have selected their vacations on the same schedule as do bargaining unit employes.Deputy Fire Chiefs, being the most senior until recently, picked first as the "most senior." The Union did not dispute the Deputy Fire Chief's entitlement to pick first since he was the most "senior" employe on each platoon.

In 1990, the Fire Chief filled a vacant Deputy Fire Chief position, with a bargaining unit employe who was not the most senior employe on his platoon. Thereafter, the new Deputy Chief selected the same time period to take a vacation as had two other more senior bargaining employes. The Union on September 23, 1990, sent the following letter to the Chief:

> The issue of vacations, namely the rotation for picking has been a source of employee discontentment and inner-shift disagreement since Lt. Schallock was promoted to Deputy Chief several months ago. I understand that the issue has been brought before you, but has not been settled.
>
> Vacations have been picked by seniority in the past, but the senior personnel have been in the Officer positions. When the Captains were pulled from the unit, this issue was never addressed. First of all, it was not realized at that time that there would be so many changes in the promotional system.
>
> Section 4 of Article VIII-Vacations clearly states that the choice of the 2 senior employees shall be honored. I realize that Section 1 states that the Chief reserves the right to determine the number of employees on vacation at one time, but it is our interpretation that this means more than two could be granted vacation at one time due to special circumstances.
>
> Following is some information gathered from surrounding fire departments:
>
> | | |
> |---|---|
> | Antigo - | Problem has not been addressed since management is senior. |
> | Merrill - | Vacations are picked strictly by seniority. No variations. |
> | Stevens Point - | Vacations are presently picked by seniority. City wants it to be picked by rank. |
> | Rhinelander - | Vacations are picked by rank, but management is and has always been senior. |
> | Wausau - | Management picks vacation separate from Union. |
> | Wisconsin Rapids- | Assistant Chief picks first whether he is junior or |

> senior. Presently he is senior.
>
> The employees of the Marshfield Fire Department feel very strongly that this issue needs to be settled promptly before it gets completely out of hand.

to which the Chief responded on October 19, 1990, as follows:

> I and the City Administrator have considered your letter dated September 23, 1990 in regard to Vacation picks.
>
> We agree that the language in the contract is contradictory and will recommend to the Fire & Police Commission that a satisfactory resolution be reached at the upcoming bargaining table.
>
> In the interest of good working relations among personnel on the Red Shift I will grant all three persons William Schallock, David Markus and Clarence Yaeger Vacation on November 16th, 18th and 20th. The granting of this request shall not be considered in the future as a past practice.
>
> If we are unsuccessful in gaining language to address this issue by January 31, 1991 I will reinstate the long established practice of granting ONLY TWO (2) PERSONS TOTAL vacation leave at any one time, and that if a Deputy Chief requests leave, then only ONE (1) Lieutenant or Firefighter shall be granted leave at the same time.

In 1991, the issue rearose when the Deputy Chief selected his vacation time prior to two more "senior" bargaining unit employes on his platoon. On March 21, 1991, the Union filed the instant grievance.

POSITIONS OF THE PARTIES

Union

The Union argues that the specific language of Article VIII requires that the City "shall honor" the vacation selection of the two senior employes and the senior employe "shall" have first choice. It stresses that this language is clear and unambiguous and should be enforced. While noting that Section 1 of Article VIII grants the Chief the authority to limit the number of bargaining unit employes at any one time, the Union claims that the language of Article VIII - Section 4 is more specific and should take precedence.

Pointing to the parole evidence rule, the Union contends that the City's statements at hearing as to its understanding of the intent of the language are inadmissible. The Union further stresses that it is significant that the parties did not include the words "up to" before the phrase "2 senior employes shall be honored" in Section 4. According to the Union, by referencing the specific number of employes, the parties made it undeniably clear that they meant to establish a minimum number of bargaining unit vacation selections to be honored on a given day.

Noting that the Union has never contested the fact that the Deputy Chiefs select vacation on the same schedule, the Union explains that this is because the Deputy Chiefs were required to select vacation by seniority on their respective shifts. If the Deputy Chiefs select and receive vacation on the same vacation schedule as bargaining unit employes, then, the Union asserts, they must follow the same selection procedure. If they are not counted as part of the total number of employes allowed on vacation at one time pursuant to Section 4, then clearly the two senior bargaining unit employes should have their vacation selection honored.

The Union stresses that past practice supports its interpretation in that the City has always permitted two employes per shift to enjoy vacations on a given day. The Union emphasizes that a ruling in favor of the City would allow Deputy Chiefs to make vacation selections on the schedule whenever they wished, bumping more senior employes after they had selected their vacation. It avers that the City is trying to gain through arbitration something contrary to the express language of the agreement.

In response to arguments presented in the City's brief, the Union maintains that the instant dispute clearly constitutes a grievance within the meaning of Article IV. In response to the City's contention that the City will be unable to provide adequate staffing should the Union's position be accepted, the Union points out that since 1983, the two most senior employes have traditionally been granted their vacation selections on any given day. The Union stresses that the City has misstated the past practice and misconstrued the clear language of the agreement. Implicit in the language is the fact that it must mean two employes per platoon. It notes that the language does not say "only the most senior employe per platoon." Arguing that arbitral principles strongly suggest that a general sentence such as Section 1 cannot be used to

prevail over a specific contract right as set forth in Section 4, the Union urges the undersigned to find that two bargaining unit employes per platoon shall have their vacation selections honored.

The Union submits that the City has been unable to provide witnesses who would testify to its interpretation. It asserts that the relevant bargaining history supports its position. It stresses that the changes in the vacation language show that the parties moved from allowing the most senior employe per platoon to requiring that the selections of the two most senior employes in each platoon be honored. It argues that the Chief's reservation language was intended to allow the Chief flexibility to grant more than the two most senior vacation selections. This interpretation, it avers, is at least as viable as that advanced by the City.

With respect to the Union's 1984 language proposal, the Union claims that the City is merely speculating as to Union intentions. According to the Union, the 1984 proposal is not determinative in any way because the practice continued thereafter unchanged.

The Union further maintains that acceptance of the City's arguments would shift the burden from management to the bargaining unit to provide sufficient staffing and would result in the grant of super-seniority for Deputy Chiefs, a result clearly not contemplated by the contract. In sum, a ruling favorable to the City would result in the erosion of bargaining unit vacation selection rights as confirmed by the language in the agreement and the parties' long-standing past practice.

City

The City maintains that the method it uses to determine vacation selection does not violate the agreement. The City submits that by reading Article VIII, Section 4, in conjunction with Section 1, it is obvious that the provision is ambiguous and must be interpreted. If the agreement is read as a "whole", and considered along with the parties' bargaining history, it will be concluded that no violation of the contract occurred.

The City asserts that a bargaining unit employe's right to utilize vacation during a specific time period exists solely as provided by the terms of the contract. Any right to select vacation before non-unit employes must be found in the labor agreement; and, according to the City, no such provision exists. The problem with the Union's contention that vacation selection of the two most senior employes per platoon must be honored is that Section 4 does not speak in terms of the two most senior employes per platoon nor does it address the inclusion of the Deputy Fire Chief in the definition of employe. Moreover, the City points out, the language of Section 1 is directly contradictory to the language of Section 4. Therefore, these provisions must be interpreted in light of each other and any interpretation must look to the parties' intent.

The City claims that when both provisions of the agreement are considered along with the parties' bargaining history, the evidence will unequivocally demonstrate that the parties clearly intended that the vacation choice of the most senior employe per platoon be honored and that Deputy Fire Chiefs not be grouped with bargaining unit employes in regard to vacation selection. Such a reading, it argues, is recognized as valid by the Union and is in accord with Department policy.

Noting that the agreement must be construed as a "whole," and that select provisions may not be viewed in isolation, the Union, according to the City's reasoning, may not rely upon Article VIII, Section 4 to the exclusion of Article VIII, Section 1 and Article I, the Recognition Clause. The City

stresses that a reading of Article VIII, Section 4 in conjunction with Article I and other provisions in the agreement which differentiate between bargaining unit employes and Deputy Fire Chiefs, makes it is clear that Deputy Fire Chiefs are not to be grouped with bargaining unit employes for purposes of determining vacation selection.

The City suggests that the only way Section 4 may be reconciled with Section 1 is by looking to the parties' bargaining history. The City submits that the parties' bargaining history establishes that the two most senior bargaining employes per platoon are not entitled to their vacation choice but rather only the most senior employe on each platoon is so entitled with Deputy Fire Chiefs not being taken into consideration. In its reply brief, the City argues that the Union has mischaracterized the evidence in this dispute. It avers that the Union's belief that Deputy Fire Chiefs were permitted to select first because they were most senior was never conveyed to the City. The City permitted them to choose first simply because they were Deputy Fire Chiefs. According to the City, the terms of the collective bargaining agreement did not require the City to group them with bargaining unit employes, and it did not do so.

The City disputes the Union's characterization of the Fire Chief's position as being in accord with the Union's interpretation. It points out that if Article VIII, Section 4 is read literally, only the two most senior employes within the entire bargaining unit would be entitled to vacation choice and not three (one per platoon) as it is willing to permit. It asserts that the language of Article VIII, Section 4 is not as clear as it appears. The City alleges that the past practice and equity issues advanced by the Union do not exist. It disputes the mutuality of the alleged practice The City dismisses Union fears that it could allow Deputy Fire Chiefs to "bump" more senior employes who had already made their selections as speculative.

It requests that the grievance be denied in its entirety.

DISCUSSION

Any discussion as to whether or not Deputy Chiefs are to be included in the vacation selection process as provided in the collective bargaining agreement must commence with a determination as to whether or not Deputy Chiefs are covered by the collective bargaining agreement. It is clear from Article I - Recognition, that Deputy Chiefs are excluded from the instant collective bargaining unit. Because they are expressly excluded pursuant to Article I, the City is free to determine how and when Deputy Chiefs select vacation in the absence of contractual language which either restricts the City from exercising its managerial rights in this regard or expressly addresses Deputy Chief vacation rights vis-a-vis those of bargaining unit employes. Since Article XXIII expressly reserves for the City, its rights in this respect and Article I specifically excludes Deputy Chiefs from coverage under the agreement, the undersigned does not presume to dictate to the City how Deputy Chiefs should make their vacation selection.

This conclusion does not, however, resolve the instant dispute. The real issue at bar is whether or not the City may limit vacation selection to only the most senior bargaining unit employe per platoon without violating the contract.

The Union is incorrect in its contention that the applicable language is clear and unambiguous. As the City correctly notes, Section 1 of Article VIII contradicts the express language of Section 4 of the same Article. Where contradictions in the language exist, it is usually or generally the task of the arbitrator to harmonize the provisions, if possible, in interpreting the

agreement.

Applying this general rule to the instant language, it is true, as the Union asserts, that Section 4 is much more specific than Section 1 which grants broad general authority to the Fire Chief to determine the number of personnel to be on vacation at any one time. Section 1, although quite broad, does contain an express limitation, i.e., that the Fire Chief shall administer the vacation schedule according to the terms of the agreement. This caveat or limitation comes before the grant of authority and because of its placement in the paragraph, it is reasonable to conclude that the second sentence is circumscribed by the first sentence. Thus, the Fire Chief's ability to determine the number of bargaining unit employes on vacation at any one time is limited by other applicable provisions of Article VIII. If this were not the case, there would be no need or reason for Section 4 to exist since the Fire Chief would have unfettered authority to determine how many bargaining unit employes could be off at any given time.

Having found that Section 1 must be read in conjunction with Section 4 and that Section 1 is limited by the express language of Section 4, nevertheless, Section 4 remains to be interpreted. The vociferous assertions of the Union to the contrary, Section 4 is not all that clear on its face either. It is subject to numerous interpretations. In fact, both parties, in their arguments ask the arbitrator to read into Section 4 language which does not appear in the clause. The Union is essentially asking the undersigned to insert the underlined phrase into the language: "where two or more employees request the same dates, the senior employee shall have first choice and the selection of the 2 senior employees per platoon shall be honored. The City is asking this arbitrator to add the following underlined phrase: Where two or more employees request the same dates, the senior employee shall have first choice and the selection of the 2 most senior employees in the bargaining unit shall be honored. Because both interpretations are equally plausible it is necessary to review the bargaining history and past practice of the parties in an attempt to ascertain the true intent of the parties at the time the language was drafted.

Both bargaining history and the practice occurring immediately after the language was adopted in 1981 favor the Union's interpretation. At that time in 1981, there were no Deputy Chiefs. Section 4 was designed to address conflicts which might arise within the two then-existing platoons between bargaining unit members desiring the same vacation dates. This is especially the thrust of the first portion of the second sentence in Section 4. Because the first portion of this sentence directly resolves interplatoon conflicts as to whose vacation preferences will be honored and in what order, it is more reasonable to assume that the second portion of the same sentence also deals with interplatoon choices, as argued by the Union.

In the view of the undersigned, the 1981 Krueger memo supports this same conclusion that the disputed phrase refers to the two most senior employes per platoon. The slightly different wording of the first two sentences of the memo, although still ambiguous, would be more supportive of the City's position because the phrase "honoring the selection of the two senior employes" is stated in a separate sentence and not tied up with competing employes' rights within the same platoon. The slight change of the language in the memo to that which was ultimately adopted in the agreement tends to buttress Union contentions that the second sentence of Section 4 resolves inter-platoon rights on the basis of seniority and guarantees the preference of the two most senior employes within the platoon.

The actual practice of the parties immediately following the implementation of this specific contract along with the placement of the language in the second sentence is decisive of the case in the opinion of the undersigned. In 1981, inasmuch as there were no Deputy Chiefs and it is unknown how or under what circumstances the Assistant Fire Chief enjoyed vacation, it is undisputed that the City honored the selections of the two most senior employes in each platoon. This practice of granting vacation preference to two employes per platoon was not questioned and was in accord with the Fire Chief's policy of allowing two individuals off on vacations at any given time. Had the parties interpreted the language as the City now argues, only one employe per platoon would have been given his vacation preference during 1981, 1982, and 1983, which was not the case. It is this specific language of Section 4 and the parties' initial practice stemming therefrom which evinces the true intent of the parties in the instant case.

The City has made two arguments which merit address. It argues that the Union's acquiescence in permitting Deputy Chiefs to select before bargaining unit employes on the shift supports its interpretation. It also points to the Union's 1984 bargaining proposal as evidence of Union acceptance of the City's interpretation. Neither of these arguments either alone or combined is sufficient to rebut the phrasing of Section 4 and the initial practice of the parties upon adopting the language.

It is true that the Union, from the 1984 implementation of the three platoon system, appears to have acquiesced in permitting Deputy Chiefs to select first before other bargaining unit employes. This acquiescence does not conclusively support the City's contention because there is no evidence to show that the selections of both of the two most senior bargaining employes per platoon were in conflict with the selection of the Deputy Chiefs until 1990. Or, in other words, there is no evidence to suggest that the second most senior bargaining unit employe in each platoon ever desired or requested a vacation choice which was unavailable because of Deputy Chief vacation selection. Mere deference to Deputy Chief selection from 1984 to 1990 may suggest some understanding as to how Deputy Chief vacation selection was to fit into some overall department policy. Without more evidence, however, it is difficult to

conclude that there was any understanding on either party's side as to how Deputy Chiefs were to fit or not fit into the contractual vacation selection scheme. Nor is there evidence that either side discussed Deputy Chief vacation selections until the problem arose in 1990, so that the contentions of both parties as to what the other side assumed to be the practice with respect to Deputy Chief vacation selection are rejected. This lack of mutuality is underscored by the Union's 1984 bargaining proposal.

While the 1984 bargaining proposal is somewhat supportive of the City's position, it is insufficient to overcome the inference of the language itself and the early bargaining history and past practice. The proposal may have been withdrawn for any number of reasons; one being that Deputy Chiefs are explicitly excluded from the contract, another being that the City did not wish to bind Deputy Chiefs to vacation selections based upon seniority. Without additional evidence as to Union intent in proposing and removing said language, the undersigned is unwilling to turn the case on this point.

Finally, the City's position that the second portion of the second sentence of Section 4 means that only one, the most senior employe per platoon is entitled to have his vacation honored is rejected. Such an interpretation would require the undersigned to make too great an inferential leap on the language presented to her. If the City's interpretation were the true intent of the parties, it is unartfully stated to say the least.

Accordingly, it is my decision and

AWARD

The City did violate Article VIII of the collective bargaining agreement by its current scheduling practices.

The City is ordered to honor the vacation selections of the two most senior bargaining unit employes within each platoon.

Dated at Madison, Wisconsin this 19th day of December, 1991.

By _____
Mary Jo Schiavoni, Arbitrator