

BEFORE THE ARBITRATOR

In the Matter of the Arbitration
of a Dispute Between

GENERAL TEAMSTERS UNION LOCAL 662,
EAU CLAIRE, WISCONSIN IBT

and

WISCO MILLING COMPANY, a Division of
WISCO FROZEN FOODS, INC.

Case 3
No. 46327
A-4840
(Krause - Bargaining Unit
Work)

Appearances:

Ms. Naomi E. Eisman, Previant, Goldberg, Uelman, Gratz, Miller & Brueggeman,
1555 North River Center Drive, Suite 202. Milwaukee, WI 53212.

Mr. Ronald Rutlin, Attorney at Law, Ruder, Ware & Michler, S.C., 500 Third Street,
Post Office Box 8050, Wausau, WI 54402-8050.

CONSENT AWARD

General Teamsters Local 662, IBT and Wisco Milling Company requested that the Wisconsin Employment Relations Commission designate a member of its staff to serve as arbitrator of a dispute concerning supervisors allegedly performing bargaining unit work while unit members were on layoff. The undersigned was so designated. A hearing was held on January 8, 1992 at the City Hall in Abbottsford, Wisconsin. In mediation prior to the hearing, the parties were able to reach agreement on a settlement of their dispute, and authorized the undersigned to issue a Consent Award. Having reviewed the terms of the proposed Consent Award, and finding them fully consistent with the agreement of the parties, the undersigned makes and issues the following

AWARD

1. This settlement is entered into to avoid the cost and expense of further litigation and is not an admission by Wisco of any violation of its contract with Local 662.
2. Wisco shall pay to Krause the sum of \$500 on or before January 17, 1992 and an additional \$500 on or before March 31, 1992. Said sum shall be considered liquidated damages and shall not be subject to withholding. However, Krause assumes any responsibility and liability for taxes on said payments.
3. The grievance shall be withdrawn with prejudice and may only be reinstated in the event Wisco does not make the above payments within 15 days of their due date.
4. Krause's recall rights under the contract between Wisco and Local 662 shall be extended to 12/31/92.
5. Krause agrees that he will not make any derogatory statements about the business practices and prospects of Wisco. Violations of this agreement shall be just cause for discipline, up to and including loss of recall rights. Violations shall be subject to expedited hearing and decision before Arbitrator Daniel Nielsen, who shall issue his Award concerning the factual underpinnings of the proposed discipline, the proportionality of the proposed discipline, and any other issues normally considered in disciplinary proceedings prior to the imposition of any discipline.

Signed and dated this 10th day of January, 1992 at Racine, Wisconsin:

Daniel Nielsen /s/
Daniel Nielsen, Arbitrator