BEFORE THE ARBITRATOR

In the Matter of the Arbitration of a Dispute Between	
NORTHWEST UNITED EDUCATORS (ASSOCIATE STAFF)	Case 34 No. 47301 MA-7226
and	
ST. CROIX FALLS SCHOOL DISTRICT	

Appearances:

Mr. Alan D. Manson, Executive Director, Northwest United Educators, 16 West John Street, Rice Lake, Wisconsin 54868, appearing on behalf of the Union.

Weld, Riley, Prenn & Ricci, S.C., P.O. Box 1030, Eau Claire, Wisconsin 54702-1030, by Mr. Stephen L. Weld, appearing on behalf of the District.

ARBITRATION AWARD

Northwest United Educators, hereafter the Union, and St. Croix Falls School District, hereafter the District or Employer, are parties to a collective bargaining agreement which provides for the final and binding arbitration of grievances arising thereunder. The Union, with the concurrence of the District, requested the Wisconsin Employment Relations Commission to appoint a staff member as single, impartial arbitrator to resolve the instant grievance. On June 19, 1992, the Commission designated Coleen A. Burns as impartial arbitrator to resolve the dispute. Hearing was held on June 23, 1992, in St. Croix Falls, Wisconsin. The hearing was not transcribed and the record was closed on September 3, 1992, upon receipt of written argument.

ISSUE:

The Union frames the issue as follows:

> 1. Did the District violate the provisions of the collective bargaining agreement by failing to pay the grievant at the starting custodial wage rate and by failing to credit hours worked for other compensation purposes?
>
> 2. If so, what is the appropriate remedy?

The District frames the issue as follows:

> 1. Was the grievance initially filed in a timely manner?
>
> 2. Was the work performed by grievant Robinson during the summer of 1991 bargaining unit work?
>
> 3. If so, what is the appropriate remedy?

The undersigned frames the issue as follows:

> 1. Was the grievance initially filed in a timely manner?

2. Did the District violate the provisions of the collective bargaining unit by failing to pay the grievant at the starting custodial wage rate and by failing to credit hours worked for other compensation purposes?

RELEVANT CONTRACT LANGUAGE

. . .

ARTICLE II - RECOGNITION

A. The Board acting for said District recognizes NUE (Northwest United Educators) as the exclusive and sole bargaining representative for all regular full-time and regular part-time employees of the District not engaged in teaching, but excluding confidential, supervisory, and all other employees. Included will be temporary employees who work more than 20 consecutive workdays in one assignment; those employees who become bargaining unit members by working more than 20 days in a temporary assignment shall be covered by all provisions of this contract except that they will not be eligible for layoff/recall rights or health, LTD, and life insurance benefits until they have been employed for 6 months, from their 21st day, which will be considered their date of hire for seniority purposes.

B. The purpose of this Article is to recognize NUE as representing employees in the bargaining unit in negotiations as provided in the statutes.

ARTICLE VIII - GRIEVANCE PROCEDURE

A. Definitions.

1. Grievance. A "grievance" is a dispute regarding the interpretation or application of a specific provision of this Agreement as it affects the wages, hours, or conditions of employment of an employee.

. . .

3. Days. The term "days" when used in this article shall mean calendar days, excluding Saturdays, Sundays, and vacation days occurring during the regular school term. Days indicated at each level should be considered a maximum. By mutual agreement, the time limits specified may be extended.

. . .

D. All grievances shall be filed on a timely basis. If a grievance is not appealed within the time limits set forth herein, it shall be determined as settled on the basis of the last answer given. If the principal, immediate supervisor,

superintendent or Board does not respond within the prescribed time limits, the grievance may be advanced to the next step, if appealed within the prescribed time limits.

E. Grievances shall be reduced to writing beginning with level two using the following format:

1. Name and position of the grievant(s).

2. Identification of the specific provision of this Agreement alleged to have been violated and a statement of the alleged grievance and the pertinent facts involved, including relevant dates.

3. Remedy sought.

4. Date of the informal conferences, if held, relative to an attempt to resolve the grievance.

5. Signature of the grievant and date of signature.

F. Initiation and Processing.

. . .

2. Level Two. If the matter is not resolved, the grievance shall be presented in writing by the employee to the immediate supervisor within fifteen days from the time grievant knew or should have known of the alleged violation. The immediate supervisor shall give his written answer within fifteen days of the time the grievance was presented to him in writing.

ARTICLE XXIV - 1989-90 WAGE RATES

Effective 7-1-89

	1	2	3	4
Custodian:	7.15	7.90	8.65	9.40

Night Differential - 15 cents/hr.

. . .

Employees from this bargaining unit who perform work as extra-curricular activity advisors or coaches shall be paid for such work in accordance with the current extra-curricular schedule in the teacher contract; furthermore, employees from this bargaining unit who work as activity advisors under the extra-curricular schedule of the District shall be treated on the same basis as teachers with respect to travel expenses, release time from regular work assignment, and shall be subject to the same rules and regulations applied by the District to coaches and activity advisors from the

teacher bargaining unit. Employees from this bargaining unit who perform voluntary extra-duties for the District shall be paid in accordance with the wage schedule established by the District for such work.

BACKGROUND

In the summer of 1991, the District posted the following notice:

> Help Wanted: Summer Custodial/maintenance worker to supervise student employees in varied cleaning and maintenance activities.
>
> If interested, please apply to:
> Rodney Krogstad, Maintenance Supervisor

Lorraine Robinson, who works for the District as a school year Special Education Aide, applied for and received the position. Lorraine Robinson worked eight hours per day from June 3, 1991 through August 15, 1991. For this work, Lorraine Robinson was paid $5.50 per hours.

On November 4, 1991, Arbitrator John Flagler issued an interest arbitration award which determined the terms and conditions of the parties' initial collective bargaining agreement. In a letter dated December 16, 1991, Union Representative Manson notified District Superintendent Fred Johnson that the Union had some concerns regarding the implementation and application of the parties' initial collective bargaining agreement. One of the fourteen items addressed in the letter was as follows:

> 10. Teacher aide Lorraine Robinson applied for and was hired as a supervisor of students who did custodial work in the summer of 1991. As such, NUE is of the opinion that Lorraine Robinson worked as a custodian during the summer of 1991, and should be paid starting custodian wages for the hours worked.

In a letter dated December 24, 1991, District Attorney Stephen Weld advised Union Representative Manson that the Board of Education had ratified the initial collective bargaining agreement at its December meeting. Attorney Weld further stated as follows:

> As with any first contract, there are questions regarding implementation. However, those implementation problems are particularly acute here where so many items were placed in the contract by the arbitration process. Accordingly, the District anticipates a continuing dialogue such as that which has been engaged in by Superintendent Johnson, Bookkeeper Gubasta, this office and NUE.

In a letter dated December 30, 1991, Superintendent Johnson advised Union Representative Manson that the District would implement nine of the fourteen items referenced in Union Representative Manson's letter of December 16, 1991. The District did not agree to implement the Union's request to have the District pay the starting custodial wage rate to Lorraine Robinson for work performed during the summer of 1991. This letter was received by Union Representative Manson on January 6, 1992.

On January 14, 1992, the parties met to commence negotiations on a

successor collective bargaining agreement. In a letter dated January 22, 1992, entitled "RE: Grievances Involving the 1989-91 NUE ESP Contract", Union Representative Manson advised Superintendent Johnson of the following:

* * *

> Of the 14 items NUE wrote about on 12-16, it appears that nine are resolved. The remaining five are the subject of this letter, plus a note on bus driver compensation.
>
> At the session on the 14th, NUE explained its hope that these matters can be voluntarily resolved in the dialogue which will surround the current negotiations. However, in the event that such a dialogue does not produce agreement, NUE is hereby filing a grievance over these matters so that, if we cannot agree, they are on track for a third-party resolution.
>
> Mr. Weld told me that since these were matters which the Board was dealing with that the grievance could be filed directly with the Board through this letter to you. Thus please take this letter as a written grievance on the five matters below in accordance with Level 4 of the grievance procedure.
>
> NUE is willing to hold the further processing of this grievance (I am referring to a grievance even though it involves five separate matters) in abeyance while the parties are negotiating for the 1991-92 contract and exploring possible resolutions of these matters while doing so.
>
> The elements of the grievance are these:
>
> * * *
>
> 3. Article XXIV sets forth the wages for custodians, and Article XIV sets forth the procedure for filling vacancies. In the summer of 1991 the District posted a notice for a vacancy for a position which NUE believes was a custodial position. The District hired Lorraine Robinson, who works during the school year as a teacher aide, to fill this position. Ms. Robinson worked the position during the summer of 1991 for a wage rate which was below the custodian wages in Article XXIV. NUE believes that Ms. Robinson should have been paid custodian wages for that work and requests, as a remedy, that she be paid the difference between what she was paid and the custodial wages for the work she did in that position in the summer of 1991.

When discussions between the parties failed to resolve the grievances, Union Representative Manson, by a letter dated March 15, 1992, notified Superintendent Johnson that the Union intended to process the unresolved grievances. One of the grievances to be processed was identified as follows:

3. Article XXIV of the contract sets forth the wages for custodians, and Article XIV sets forth the procedure for filling vacancies. In the summer of 1991 the District posted a notice for a vacancy for a position which was identified, in the posting, as a custodial position. The District hired Lorraine Robinson, who works during the school year as a teacher aide, to fill this custodial position. Ms. Robinson worked the position during the summer of 1991 for a wage rate which was below the custodian wages in Article XXIV. NUE believes that Ms. Robinson should have been paid custodian wages for that work and requests as a remedy, that she be paid the difference between what she was paid and the custodial wages for the work she did in that position in the summer of 1991.

In a letter dated March 31, 1992 and entitled "RE: Grievance of summer custodial work", Superintendent Johnson advised Union Representative Manson of the following:

> The Board of Education believes that there is a timeliness issue regarding the above stated grievance. The Board is, by this communication, responding to the grievance, but reserves the right to re-raise the timeliness issue should it be advanced to the next level.
>
> The Board of Education considers the summer custodial position to be seasonal work. Further, by being seasonal work, it is non-bargaining unit work. As a district, we believe we went beyond the contract by offering summer employment to bargaining unit members. The bargaining unit members have the choice of accepting or rejecting the summer work at the rate of pay offered. In this case, the employee chose to accept the work at the salary rate offered.

Thereafter, the matter was submitted to arbitration.

POSITIONS OF THE PARTIES

Union

There was no collective bargaining agreement until the interest arbitration award was issued in November of 1991. Nor was a printed collective bargaining agreement available until January of 1992. It was the failure of the District to implement the new collective bargaining agreement, by its failure to pay retroactive custodial wages to Lorraine Robinson, that is the basis of the instant grievance.

Immediately after the interest arbitration award was issued, the Union asked the District if it intended to pay retroactive wages. The District's written communication of December 30, 1991 was the first indication that it was not going to pay the retroactive wages. This communication was received by Northwest United Educators on January 6, 1992.

The Union filed a grievance on January 22, 1992, well before the 15-day time line in the collective bargaining agreement grievance procedure. The grievance was filed directly with the School Board in accordance with the directions provided by the Board's legal advisor. Northwest United Educators filed the grievance as soon as reasonably possible and within the timelines of the grievance procedure.

The District maintains that, unless it is an officially recognized

bargaining unit position, that any current bargaining unit member who takes the position must step outside of the unit to perform the work. The Union disagrees. The Union represents employes, not positions. Lorraine Robinson was a bargaining unit member when she took the summer custodial job and remained a bargaining unit member thereafter. The Employer posted and filled the position in accordance with Article XIV of the collective bargaining agreement.

The collective bargaining agreement clearly addresses temporary employes, but does not address temporary positions or temporary work. Under the terms of the collective bargaining agreement, a temporary employe becomes a bargaining unit member after working 20 days in one assignment.

Article XXI, Insurance, clearly establishes that the parties addressed and accepted the situation at hand, i.e., a school year employe accepting summer work remains subject to the terms of the collective bargaining agreement. The parties agreed, in writing, that one important fringe benefit, i.e., insurance, does not apply to such summer work as performed by school year employes. The specific exclusion of one significant fringe benefit from summer work compensation for school year employes means that other types of fringe benefits are to be paid to school year employes who work summer jobs while in the employ of the District.

For the District to properly deviate from or ignore the negotiated wage schedule, it would need either a specific limitation, as found in the insurance provision for part-time school year employes who do summer work, or a general 12-month versus school year employe distinction, as in the holiday and vacation provisions, which specifically limits particular form of compensation to 12-month employes. There is no such language which would justify the exclusion of Lorraine Robinson from the custodian wage scale for her work as a custodial worker in 1991.

While the Union does acknowledge that the health insurance benefit does not apply to Lorraine Robinson in this case for her summer work, the Union does not acknowledge that summer work is non-bargaining unit work. The Union does acknowledge that summer work is bargaining unit work when performed by bargaining unit employes and is, therefore, subject to dues deductions. The Union does not acknowledge that other bargaining unit employes who work in the summer are doing non-bargaining unit work. The results of this test case will determine what strategy the Union uses to further the interest of the bargaining unit members it represents.

Lorraine Robinson was improperly denied negotiated wages for her 1991 summer custodian work and she should be made whole for her loss by having the District pay to her the difference between the $5.50 per hour she was paid and the $7.44 per hour starting rate for custodians, plus interest. In addition, Lorraine Robinson should obtain two sick leave days to be added to her accumulation of sick leave.

The District points out that Lorraine Robinson did not pay Union dues during the time that she worked in the summer of 1991. At the time that the grievance was filed, the Union was concerned with benefits for Lorraine Robinson and overlooked the obligation to pay union dues, as well as the companion obligation of the District to deduct the dues or fair share equivalent, in accordance with the contract. The Union, therefore, believes that if the grievance is granted, the remedy should include the appropriate payment of union dues.

District

The triggering event for grievance timeline purposes was the date on which Lorraine Robinson accepted the summer work, sometime during late spring

of 1991. At that time, Lorraine Robinson knowingly accepted work at the offered pay rate of $5.50 per hour even though it was different from both her regular teacher aide pay rate and the regular custodial pay rate. In the instant case, the very latest date on which the grievance time line could be considered to have been triggered was the date on which Robinson received her first paycheck for summer work, sometime in mid-June. On that date, Lorraine Robinson knew with certainty what the summer pay rate was.

The Union argues that the contract was not in place until Arbitrator Flagler's November 4th decision. Well over 15 days passed after the receipt of Arbitrator Flagler's decision before the Union voiced any concern about Ms. Robinson's summer pay. The grievance was not timely filed.

Arbitrators have long held that failure to adhere to the specific time lines set out in a grievance procedure is sufficient justification for the complete dismissal of a grievance. Especially where, as here, the parties incorporate specific language in the contract which governs situations where grievance timelines are not followed. To conclude that the grievance was timely would be to constitute a modification of the express terms of the contract, contrary to Article VIII, Section F.5.C.

Article II provides that temporary employes working in the same assignment for more than 20 consecutive days become bargaining unit members. While the student summer workers worked in the same assignment more than 20 days, the Union has never requested union status and union wages for student summer workers. The District asserts that this failure is because the Union recognizes that the temporary employe language applies only to bargaining unit work and that the summer custodial work is not bargaining unit work. The most telling fact in this whole dispute is that the Union is not seeking the inclusion of students into the bargaining unit.

The District has a practice of hiring seasonal employes for its summer custodial crew and has never treated this work as regular bargaining unit work. In prior years, supervisor Krogstad did occasionally have his regular custodial employes check on the student summer crew. However, supervision of students was never considered part of the custodians' regular job responsibilities.

The work performed by Lorraine Robinson during the summer of 1991 was not bargaining unit work and, therefore, the District was not required to pay the regular custodial wage rate. Furthermore, Lorraine Robinson was hired primarily as a supervisor to the summer student workers, as indicated in the position posting.

Various other school year employes performed nonbargaining unit work during the summer of 1991. In every instance, this wage rate for summer seasonal work was less than the employe's regular bargaining unit wage. The Union's failure to grieve the summer wages paid to theses employes reveals, once again, the Union's tacit acknowledgement that the work performed by school year employes during the summer does not constitute bargaining unit work.

If the Union were truly unaware that there were other school year employes working during the summer at less than bargaining unit wages, why then did it make a specific proposal to alter that particular practice in its initial bargaining proposal during negotiations for the successor contract? The District asserts that the Union offered proposal #7 because it realizes that summer work is not regular bargaining unit work and has never been regular bargaining unit work.

In its first three communications with the District regarding this matter, the Union requested as a remedy only the payment of the regular custodial wage rate. No award of benefits was ever requested as a remedy, nor

did the Union request for the deduction of dues as provided in Article XX.

The union or nonunion status of an employe is not the determining factor as to whether the work performed by that employe is bargaining unit work. The fact that Lorraine Robinson, a school year bargaining unit employe, volunteered and was hired to do the work in the summer of 1991, does not transform the work into bargaining unit work. It is the nature of the work that determines its bargaining unit status, not the status of the individual performing it. Thus, if Lorraine Robinson had been placed in a teaching position in the District, that would have not made the teaching position support staff bargaining unit work.

The health insurance language of Article XXI is a clear indication that the parties never intended that summer work would constitute bargaining unit work. The summer work was not posted as a bargaining unit vacancy pursuant to vacancy language found in Article XIV, but rather, was an announcement of available summer work.

The District did not violate the contract by unilaterally setting and paying a wage rate other than the regular custodial wage rate for the voluntary, extra assignments. Both the contract language and past practice support the District's assertion that the 1991 summer work performed by Robinson was not bargaining unit work. However, if bargaining unit work, the District had reserved, in Article XXIV, the right to unilaterally set the rate for extra duty assignments.

The nature of the work performed by Lorraine Robinson in the summer of 1991, i.e., temporary, supervisory tasks, were not within the jurisdiction of the bargaining unit. If the arbitrator concludes that the work was, in fact, bargaining unit work, then the Employer believes that it has, in Article XXIV, negotiated the right to unilaterally set the rate for extra voluntary work such as that performed by Lorraine Robinson in the summer of 1991. It is well established that grievance arbitrators do not order interest.

DISCUSSION

Timeliness

Article VIII, Section F, provides that the written grievance will be filed at Level Two. Under this provision, the written grievance is required to be filed "within fifteen days from the time grievant knew or should have known of the alleged violation." As set forth in Article VIII, Section A, the fifteen day time limit for filing a written grievance refers to "calendar days, excluding Saturdays, Sundays, and vacation days occurring during the regular school term."

In the instant case, the District agreed that the written grievance could be filed with the Board of Education. The written grievance was embodied in Union Representative Manson's letter of January 22, 1992. 1/ The District, contrary to the Union, argues that the written grievance was not filed within the fifteen day contractual time period and, therefore, the undersigned is without jurisdiction to determine the merits of the grievance.

The parties' initial collective bargaining agreement, which by its terms was effective from February 14, 1989 through June 30, 1991, was the subject of an interest arbitration award which was issued on November 4, 1991. Given the fact that the grievance procedure relied upon by the Union was contained in the collective bargaining agreement which was the subject of the interest arbitration award, it was not possible for the instant grievance to be filed at

1/ Under the provisions of Article VIII, a grievant is "an employe, NUE, or a group of employees with the same grievance."

any time prior to the issuance of the interest arbitration award.

The basis of the grievance is that the District did not properly implement the parties' initial collective bargaining agreement. The undersigned is satisfied that the fifteen day contractual time limit for filing the written grievance commenced when the Union "knew or should have known" that the District did not agree with the Union's position on the implementation of the initial contract.

With respect to the instant grievance, the District received notice of the Union's position on the implementation of the initial contract when it received Union Representative Manson's letter of December 16, 1991. In that letter, Union Representative Manson advised District Superintendent Johnson that the Union considered the implementation of the contract to require the District to pay the contractual starting Custodian wage rate to Lorraine Robinson for the work which she had performed during the summer of 1991. It is not evident that the Union received any notice that the District did not agree with the Union's position on this matter until January 6, 1992, when Union Representative Manson received Superintendent Johnson's letter of December 30, 1991. 2/

The grievance which was filed by the Union on January 22, 1992 raised the claim that Lorraine Robinson was entitled to be paid at the custodial wage rate for the work that she had performed during the summer of 1991. Neither the grievance letter of January 22, 1992, nor any other record evidence, establishes that, prior to the arbitration hearing, the Union sought any other remedy or made any other claim of contract violation with respect to Lorraine Robinson's 1991 summer employment by the District.

The record does not establish that there were any vacation days between January 6, 1992 and January 22, 1992. Excluding the Saturdays and Sundays which fell between January 6 and January 22, 1992, it is evident that the letter of January 22, 1992 was issued within fifteen days after the Union received Superintendent Johnson's letter of December 30, 1991. While it may be that the District did not receive the grievance on January 22, 1992, such a fact is not established by the record evidence.

Given the circumstances presented herein, the undersigned concludes that the grievance contained in Union Representative Manson's letter of January 22, 1992, contesting the wage rate paid to Lorraine Robinson during the summer of 1991, was filed in a timely manner. The Union's claim that Lorraine Robinson is also entitled to have the hours worked during the summer of 1991 credited for other purposes, such as sick leave and Union dues deduction, was not filed in a timely manner. Accordingly, the undersigned is without jurisdiction to determine the merits of this latter claim.

MERITS

It is true that the job announcement indicated that the District wanted a "Summer Custodial/maintenance worker to supervise student employees in varied cleaning and maintenance activities". 3/ The record, however, does not

2/ In the present case, it is not evident that the affected employe, Lorraine Robinson, knew or should have known of the District's response at any time prior to Union Representative Manson's receipt of the Superintendent Johnson's letter of December 30, 1992.

3/ Contrary to the argument of the Union, it is not evident that the "Summer Custodial/maintenance worker" position in dispute was posted pursuant to the posting provisions of the parties' initial collective bargaining agreement.

demonstrate that Robinson was a supervisory employe when she performed work for the District during the summer of 1991. Rather, the record establishes that the vast majority of Robinson's work time was devoted to performing the same type of cleaning duties that were performed by the students, i.e., washing walls, furniture and fixtures. 4/

The parties do not argue, and the record does not establish, that the cleaning work performed by Lorraine Robinson during the summer of 1991 was her normal Special Education Aide work. Nor does the Union argue that she should receive her Special Education Aide wage rate for performing the summer work. Rather, the Union argues that the cleaning work performed by Lorraine Robinson was custodial bargaining unit work and, therefore, she should receive the contractual starting wage rate for the Custodian position.

Fred Johnson has been the District's Superintendent for nine years. During his tenure as Superintendent, the District has hired students to perform an in-depth "Spring cleaning" of classrooms during the summer months. The cleaning work performed by the students, which was the same work which was performed by Lorraine Robinson during the summer of 1991, was not work which was normally performed by the District's custodial staff. During Superintendent Johnson's tenure, the students were usually supervised by the District's Maintenance Supervisor, i.e., Rodney Krogstad. Occasionally, Krogstad would have District custodial employees check on the students.

Despite the Union's assertion to the contrary, the record does not establish that the work performed by Lorraine Robinson during the summer of 1991 was the work of Custodian's represented by the Union. Accordingly, the District does not have a contractual obligation to pay Lorraine Robinson at the contractual Custodian starting wage rate for the work that she performed during the summer of 1991.

Article XXIV contains the wage rates for employees covered by the parties' collective bargaining agreement. The record fails to establish that, during the summer of 1991, Lorraine Robinson performed any work for which the Union had bargained a contractual wage rate. The undersigned is persuaded, therefore, that the following provision of Article XXIV is applicable: "Employees from this bargaining unit who perform voluntary extra-duties for the District shall be paid in accordance with the wage schedule established by the District for such work."

Despite the Union's argument to the contrary, the record does not establish that the voluntary extra-duties referred to in Article XXIV apply only to chaperoning, ticket taking, and other such extra durties performed by both teachers and bargaining unit members. As the District argues, the provisions of Article XXIV provide the District with the contractual authority to unilaterally establish the wage rate for the work performed by Lorraine Robinson during the summer of 1991.

Based upon the above and foregoing, and the record as a whole, the undersigned issues the following

AWARD

1. The grievance is timely filed with respect to the claim that the District violated the collective bargaining agreement when it failed to pay Lorraine Robinson at the contractual Custodian starting wage rate for work

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4/ While the parties refer to the summer workers as "students", two of the summer workers were students and one was from PIK. Robinson was responsible for evaluating the work performance of the PIK worker for PIK and for maintaining the PIK records.

performed during the summer of 1991.

2. The grievance is not timely filed with respect to the claim that the District violated the collective bargaining agreement by failing to credit the hours worked by Lorraine Robinson during the summer of 1991 for other compensation purposes.

3. The District did not violate the collective bargaining agreement when it paid Lorraine Robinson at the rate of $5.50 per hour for work performed during the summer of 1991, rather than at the contractual Custodian starting wage rate.

4. The grievance is hereby denied and dismissed in its entirety.

Dated at Madison, Wisconsin this 2nd day of December, 1992.

By _____
Coleen A. Burns, Arbitrator