BEFORE THE ARBITRATOR

In the Matter of the Arbitration of a Dispute Between	
LODGE NO. 487, INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIPBUILDERS, BLACKSMITHS, FORGERS AND HELPERS, AFL-CIO	Case 23 No. 49205 A-5066
and	
KEWAUNEE ENGINEERING CORPORATION	

Appearances:

Mr. James Blaha, Union Steward, Lodge No. 487, International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers and Helpers, AFL-CIO, 1223 Milwaukee Street, Kewaunee, WI, with Mr. James Lutzen, President, Lodge No. 487, 624 Second Street, Kewaunee, WI, appearing on behalf of the Union.

Mr. Dennis W. Rader, Godfrey & Kahn, S.C., Attorneys at Law, P.O. Box 13067, Green Bay, WI, appearing on behalf of the Employer.

ARBITRATION AWARD

The Union and the Company named above are parties to a 1991-1994 collective bargaining agreement which provides for final and binding arbitration of certain disputes. The Union requested, with the concurrence of the Company, that the Wisconsin Employment Relations Commission appoint an arbitrator to hear a dispute involving personnel performing sweeper work while a sweeper was on layoff. The undersigned was appointed and held a hearing in Kewaunee, Wisconsin, on August 11, 1993, at which time the parties were given full opportunity to present their evidence and arguments. The parties completed filing briefs by October 21, 1993.

BACKGROUND:

Allen Ferron worked for the Company for about 16 years as a Sweeper. He took care of rest rooms, emptied garbage cans, swept up areas, picked up paper and broken pallets, etc. He was laid off on July 10, 1992, and filed a grievance on March 30, 1993, because the Union told him that employees in other classifications were doing his job. Ferron was one of two employees in the Sweeper classification. The other one, Walter Berkovitz, is still employed as a Sweeper on the day shift. Ferron used to work the day shift, and no Sweepers were on duty on the night shift.

Ferron's grievance states:

> I Allen Ferron Seniority date 8-8-77 submit this grievance because Kewaunee Eng. Corp. has violated our current Labor Agreement by having Personnel from Fabrication and Machinist Classifications perform my normal duties as a Sweeper (Art. 10, Section 1 Number 4, and Section 10) while I'm currently on a laid-off status.
>
> I therefore request to be recalled back to work, and be compensated for all lost benefits retroactive from my lay-off date (7-10-92).

Human Resource Manager Robert Papke responded on April 19, 1993 as follows:

> The Grievance is denied for the following reasons:
>
> 1. It is untimely. The layoff in question happened on July 10, 1992 and a

> grievance should have been filed within five (5) working days pursuant to Article XI, Section 2 page 30 of the Labor Agreement.
> 2. Fabrication and machinist employees are not doing sweeper work.
> 3. This matter has been previously grieved and is now pending a decision from an arbitrator.

On July 28, 1992, the other first shift Sweeper, Walter Berkovitz filed a grievance that stated:

> I Walter Berkovitz do hereby submit this Grievance because I feel the Company is in violation of our present Labor Agreement of having employees in other classifications performing the duties of the Sweeper which was put on lay-off status according to Article X Section 10.
> I therefore request the Union employee on the lay-off status in the Sweeper class. be recalled to work immediately.
> I therefore also request that any other Articles or Sections of this Agreement which may have been violated be taken care of immediately.

The Company denied Berkovitz's grievance, and the grievance proceeded to arbitration before William C. Houlihan on January 21, 1993. Arbitrator Houlihan issued an Award on May 18, 1993. The relevant portions of that Award follow:

> This arbitration involves the layoff of Allen Ferron, a Sweeper.
>
> . . .
>
> The Company operates a plant in Kewaunee, Wisconsin. During times of full employment it employs approximately 200 bargaining unit employees. Those employees are represented by Local 287, International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers. There are a number of classifications, including Machinist, Fabricator, Truck Driver, and Sweeper, found within the bargaining unit.
>
> During 1992 the Company laid a number of employees off for economic reasons. As of the date of the hearing, the work force was at approximately 142. On or about July 10, 1992, the Company laid off Allen Ferron, a Sweeper. Mr. Ferron, along with Walter Berkovitz are the two full-time Sweepers employed by Kewaunee Engineering. Mr. Ferron was recalled on November 25 and laid off again on November 30, 1992. He was recalled on December 14 and laid off on December 29, 1992. In each of the latter instances, Ferron was recalled to cover for Berkovitz who was on vacation. On July 28, 1992, Walter Berkovitz filed a grievance over the layoff of Allen Ferron. The essence of Mr. Berkovitz' grievance is that employees in classifications other than Sweeper were performing Sweeper duties while Ferron was on layoff. Berkovitz

alleged a violation of Article X, Section 10. The grievance was denied by an August 6, 1992 letter from Robert Papke, Human Resource Manager, which letter indicated that the Company was not using "loaners" and was following past practice relative to the use of employees to sweep.

When the Company has a full complement of workers, it employs two sweepers during the first shift. There are no Sweepers employed during the second shift. The record establishes that during the first shift, it is common for Fabricators and Machinists to clean up, including sweep, in their immediate work area. The record also establishes that Fabricators and Machinists on second shift do most, if not all of the clean up around their respective work areas, including operating the sweeper equipment that Berkovitz and Ferron would normally use. There was also testimony relative to maintenance of the rest rooms. It appears that the Sweepers were charged with that task on first shift, and that a storeroom employe, classified as a Fabricator, was responsible for that assignment on second shift.

There was somewhat conflicting testimony with respect to certain consequences of the layoff. The testimony of Mr. Berkovitz indicated that a considerable amount of the Sweeper work was being performed by Fabricators. Testimony of Company witness Papke was to the effect that a good deal of the work described by Berkovitz was simply not being performed. Harold Ebert, a Fabricator and member of the union's bargaining and grievance committee, testified and indicated that he had received numerous complaints about the status of the housekeeping, about the trash barrels, the cleanliness of toilets and urinals, causing Ebert to conclude that there was a very poor job of clean-up being done. Berkovitz also indicated that the place was filthy.

The Company introduced production records from August and December of the years 1989, 1990, 1991 and 1992 (August only). What those records show is that production workers engaged in janitorial work for no less than 293 hours nor more than 930 1/2 hours per month.

It appears to me that when the Company laid Mr. Ferron off, the result was that Mr. Berkovitz was required to clean the entire plant. This is a task that is beyond Mr. Berkovitz' capacity. One result is that production workers have more or less pitched in to clean up a little more than they had when there were two Sweepers present. A second result is that the plant is simply not as clean as it once was.

There was a previous layoff, in 1982. At that time, the work force was reduced to approximately 100 employees and Mr. Ferron was laid off. At that time, the same phenomenon developed with Berkovitz assigned to clean the entire facility and the entire facility was left somewhat dirty. No grievance was filed in

1982.

There is language in the contract, set forth below, relative to a loaner program. There was also testimony with respect to the existence or non-existence of a loaner program. Suffice it to say that there was never a meeting between the Company and the Union to establish a loaner program involving the Sweeping classification.

ISSUE

The parties stipulated to the following issue:

> Has the Company violated Article X, Section 10, or any other contract provision by allowing employees in classifications other than Sweepers, to continue performing certain clean-up duties when one of the two Sweepers has been laid-off?

. . .

DISCUSSION

The circumstance underlying this dispute does not involve a "loaner" under Article X, Section 10. None of the elements called for in that provision are present. There are no "additional employees" involved. The cleaning that goes on incidental to the production work is not temporary. The economic circumstances giving rise to the layoff of Mr. Ferron may or may not be temporary. Obviously, Ferron is on layoff. There are no agreements involved. The previous experience of these parties is that a loaner situation arose following the execution of a formal agreement. That was not done in this instance. However, there is no claim by the Company that the authority for the cleaning that goes on is derived from Article X, Section 10.

The Company's claim here is that there has been established a practice of Fabricators and Machinists cleaning incidentally to their production work. I agree. By all accounts, Fabricators and Machinists have performed incidental cleaning for years. It occurs on all shifts. There is no Sweeper on the second shift. All Sweeping classification work is performed by non-Sweepers on the second shift. In 1982 there was a layoff which gave rise to circumstances strongly paralleling those involved here with no objection from the Union.

Cleaning incidental to production work appears to satisfy all the requirements commonly applied to determine the existence of a practice. The practice is unequivocal. All production workers, both Fabricators and Machinists, appear to do incidental cleaning. There is no evidence to the contrary. Historically, no such sharp demarcation has existed. Fabricators and Machinists have traditionally done sweeping and other

ancillary tasks normally assigned to the Sweeper classification.

The practice must be "clearly enunciated and acted upon." In this circumstance, there was no declaration or pronouncement that all production workers will sweep. The parties have simply run the shop that way. This work has always been performed surrounding production work. I believe that satisfies the requirement that the practice be "enunciated and acted upon."

The practice must be "readily ascertainable over a reasonable period of time as a fixed and established practice accepted by both parties." This method of performing work has existed in excess of 25 years. All workers do the work. Certainly all are aware of the fact that they do the work. That includes both the Union as an institution and the Company.

In my mind, there is no question that a practice exists. The real question is whether or not some other provision of the contract overrides this practice.

In essence, the Union argues that Article X, Section 10 does so. I disagree. This practice can be, and has been, harmonized with the article. As a practical matter, Fabricators and Machinists have always done sweeping work. Similarly, all the sweeper work performed on the second shift has been performed by non-sweepers. The article appears to address the situation where work in one department is up and work in another department is down. It appears to be an effort to allow an orderly transfer of workers from one jurisdiction to another to avoid layoff where both the company and the workers can be accommodated. That describes the way this article was applied previously. It is simply not the circumstance that exists currently. Here, the Company faces economic layoff. There is no effort to loan an individual or group of individuals from one department to another. What there most likely is is an effort to have employees who have historically done some amount of clean-up do a little more. Company records show that the amount of incidental clean-up has varied significantly over the course of the years. That being the case, it is difficult to identify some fixed amount of time committed to such work by production workers and hold the Company to that standard. The numbers suggest to the contrary.

The Union claims that Article XIII, Section 2 has been violated. There was considerable testimony that the premises were not being maintained to a suitable level of cleanliness. However, there is no evidence that the "health and welfare of employees" is compromised. Similarly, there was no evidence suggesting that the facility was not "properly heated and ventilated." What the testimony seemed to suggest was that the contractual provisions requiring that "toilets and washrooms shall be kept in a clean and

sanitary condition" was being violated. There was considerable evidence that the care of the washrooms was significantly inadequate. However, I do not believe this constitutes a basis, standing alone, to force a recall of Mr. Ferron. On the second shift, there has not been a sweeper responsible for this work at all. Perhaps the most extreme criticism levied by the employe witnesses was that toilets were not being flushed. If that is the source of the problem, the Company should not be expected to increase its workforce as a remedy. Adults know how to flush a toilet. It is my reading, however, that the Company is directed in Article XIII, Section 2 to maintain toilets and washrooms in a clean and sanitary condition. The Company is hereby directed to do just that.

The Union disputes the cost effectiveness of having production workers perform Sweeper work. The Union contends that having more expensive employees do the work of less expensive employees is hardly cost effective. While the Union may or may not be correct in this contention, that is not a question for my consideration. My task is to determine whether or not the Company violated the terms of the collective bargaining agreement. The wisdom of work assignments and/or the underlying economic rationale of decisions made are beyond my role.

Mr. Berkovitz' job status is not presented by this grievance. It is not my task to comment one way or another on the consequences of this decision or other Company actions on Mr. Berkovitz' employment stability.

AWARD

The grievance is denied; except for that portion of the Award which goes to the cleanliness of the washrooms. As noted, the Company is directed to keep the toilets and washrooms in a clean and sanitary condition.

Dated at Madison, Wisconsin this 18th day of May, 1993.

By William C. Houlihan, Arbitrator

Much of the record developed at the August 11, 1993, hearing is the same as that developed before Arbitrator Houlihan. It is not necessary to repeat it all, and this record will be limited to the differences between the two cases.

Ferron did not file a grievance when he was laid off, as other employees were also being laid off. He filed a grievance only after the Union told him that employees in other job classifications were performing Sweeper work. Ferron did not appear at the hearing before Arbitrator Houlihan and was not aware of the Union's grievance filed by Berkovitz.

The President of the Union, James Lutzen, is a Fabricator and has worked for the Company for 25 years. Lutzen noted that when Ferron was laid off in 1982, only 83 people remained employed and Ferron was recalled as a Sweeper when the work force was up to 127 employees. He further pointed out that at the time of the hearing, 162 people were working but Ferron had not been

recalled.

On June 16, 1993, Ferron was asked to come back to work as a Fabricator on the second shift and notified that he would be required to pass a fabrication test. Ferron came in but did not pass the test. The labor agreement requires that before hiring additional personnel, the Company must give anyone laid off in different classifications the opportunity to come to work in the classification where the Company needs additional personnel.

Company records show that probationary employees have performed Sweeper work, as well as regular employees. The probationary employees were not performing work as "loaners" under the bargaining agreement language. The probationary employees were hired as Fabricators and do not attain any seniority until they have served their 30 day probationary period.

Larry Blahnik is a Fabricator/Forklift Driver who has worked for the Company for 27 years. In August of 1993, Blahnik heard from the yard crew that a Supervisor, Dennis Rodrian, told the crew that they had to empty garbage barrels. Blahnik told Rodrian that emptying garbage barrels was not the work of employees on the forklift, and that the Sweeper always did it. Blahnik asked Rodrian what would happen if the yard crew refused to empty garbage barrels, and Rodrian replied that he would send them home. Rodrian also told Blahnik that he and another Supervisor, Mike Skornicka, emptied garbage barrels on one occasion after everyone left the plant.

Blahnik has seen some employees -- such as Gary Romald, Sidney DeMoulin and Emil Castro -- operate the sweeping machine, usually around 11:00 p.m. The amount of sweeping work being performed by those employees does not always get credited on Company records as Sweeper work. For example, Peter Cherovsky, a Fabricator with 25 years at the Company, testified that he would run the sweeping machine for about one hour but charge the work to the job he was working on at the time, not Sweeper work (or Code 045 for the Company records of janitorial services).

James Nemecek, the Machine Shop Supervisor, has worked for the Company for 27 years and has seen non-sweeper personnel run the sweeper on the second shift for many, many years. Nemecek said it happens regularly on the second shift, although not on the first shift. Ed Prucha, a maintenance electrician and maintenance supervisor, agreed that engineering and maintenance personnel have run the sweeper on the night shift for the past 28 years. He agreed that there never was a Sweeper laid off when this occurred.

During the day shift, Berkovitz is supposed to stock and clean the wash rooms. If Berkovitz is not there, a Fabricator has stocked and cleaned the wash rooms. Cherovsky stated that the wash rooms are very dirty, smelly, and unsanitary. Toilets become plugged up and overflow on the floor. When Ferron was working, he cleaned the toilets as his first duty. Lutzen noted that when Berkovitz was on vacation in the summer of 1993, no one cleaned the wash rooms or the water fountains for a week. The lunchroom is also not cleaned regularly.

CONTRACT LANGUAGE:

SENIORITY AND LOANERS
ARTICLE X

> Section 1. Seniority shall be established for all employees in the following classifications and shall be cumulative for all employees from date of hiring and shall include all time worked, all time off during vacation, sickness, leave of absence or lay off, except

that new and former employees shall accumulate no seniority during their probationary period. If retained by the Company after their probationary period, their seniority shall accumulate from the date hired.

1. FABRICATION: includes: FITTER, WELDER, MACHINE OPERATOR, ELECTRICIAN, CRANE OPERATOR, CARPENTER, STOCKCLERK, TOOLROOM, SHIPPING AND RECEIVING, MAINTENANCE, HAND-MACHINE BURNER, TEMPLATE-MAKER, ASSEMBLER, HOOKER-ON, FAIRING-UP AND STRAIGHTENING, DRILLING BY PORTABLE MACHINE, GRINDING, SCALING, CLEANING, CHIPPING, TOWMOTOR, POWER WIRE BRUSHING, TAPPING, REAMING, PAINTING, AND SANDBLASTING.

2. MACHINIST: includes: TURNING, MILLING, DRILLING, BORING, PRECISION GRINDING, SAWING, PUNCHING, AND SHEARING.

3. TRUCK DRIVER

4. SWEEPER

All work in the above classifications shall become the work of the mechanics and the learners within their classification except the sweeper classification.

. . .

Section 10. When additional employees are needed temporarily in another classification, and there are no employees laid off in the classification, loaners may be employed. Loaners may be obtained from other classifications by agreement of the employee, the Company and the Union Committee. Employees accepting these jobs must have seniority to be working in their own classification while working as a loaner.

. . .

GRIEVANCE PROCEDURE
ARTICLE XI

. . .

Section 2. Step 1. Any employee, or group of employees, with or without the Union representation, shall discuss the issue with their Supervisor, and attempt to resolve the issue. Such issue is to be presented to the Supervisor within five (5) working days from when an employee gained knowledge of the problem. If a settlement cannot be worked out in three (3) working days, it shall proceed to Step 2.

. . .

SAFETY, SANITATION AND
MISCELLANEOUS
ARTICLE XIII

. . .

Section 2. The Company shall provide and maintain such safety and sanitary needs as are necessary to protect and preserve the health and welfare of the employees. All toilets and wash rooms shall be kept in a clean and sanitary condition, properly heated and ventilated, and suitable quarters with heat shall be provided for the employees to change and dry their clothes and eat their lunch.

. . .

THE PARTIES' POSITIONS:

The Union first states that the grievance is timely. Ferron accepted his lay off when other people were being laid off. The Union then monitored the amount of sweeping being done by employees outside of the Sweeper's classification for three months, January through March of 1993, and found enough evidence to support a grievance on Ferron's behalf. After Ferron gained knowledge of the problem, he asked that a grievance be filed in a timely manner. The labor agreement states that an issue is to be presented to the supervisor within five working days from when an employee gained knowledge of the problem, and Ferron did this.

While the Company denied the grievance partly on the ground that Fabricators and Machinists are not doing Sweepers' work, the Union asserts that the evidence indicates the contrary. The Union points to Company Exhibit #11 and Union Exhibit #8. Fabricators, Machinists, and new hires are all doing Ferron's work.

The Union further disputes the Company's contention that the prior arbitration award rendered by Arbitrator Houlihan disposes of the current grievance. The Union notes that Arbitrator Houlihan ruled on Article 10, Section 10 of the contract, and Ferron's grievance is based on Article 10, Section 1 of the contract. The Union asserts that the provision that overrides the past practice of Article 10, Section 10, is Article 10, Section 1, Seniority and Classification.

Moreover, the Union asserts that testimony and records clearly show that there is work available for Ferron in the Sweeper's classification, and that there is an abundance of hours of sweeping done by personnel not holding seniority in the Sweeper's classification. Other classifications are doing Ferron's work. Testimony shows that sweeping and janitorial services are not being recorded as such, as noted by Blahnik and Cherovsky. Finally, the Union argues that there has never been a past practice of laying off any employee from a classification and having other classifications do that work.

As a remedy, the Union asks that Ferron be placed back on his job and be compensated for all lost wages and benefits from the time of his lay off, July 10, 1992, to the present.

The Company asserts that the grievance is not timely, because Ferron was laid off on July 10, 1992, and did not file a grievance until eight months later, March 30, 1993. The Company does not believe that Ferron had no knowledge of the prior grievance filed by Berkovitz seeking the recall of Ferron, since the Union stated in that case that Ferron was not asking for back pay, and the Union must have consulted with Ferron to seek such a remedy.

The Company also contends that Arbitrator Houlihan's prior award involved the same parties, the same issue, and the same contract provisions, and in that case, the Arbitrator found that the Company did not violate the terms of the labor agreement and that a past practice existed whereby non-sweepers performed cleaning incidental to their production duties. This case has been heard and decided and should not be arbitrated again. There was no new evidence or testimony that would warrant this Arbitrator to disregard the Houlihan decision, which must be upheld.

The Employer argues that it has an enforceable past practice of allowing non-sweepers to spend small amounts of time each day performing clean-up duties. The practice has been long standing, and continued through a period in 1982 when Ferron was laid off and did not file a grievance. The Union failed to show that the Employer somehow altered its past practice. The Company argues that Article X, Section 10 does not control this situation, as it applies where additional employees are needed temporarily in another classification. Moreover, Arbitrator Houlihan already found that the Employer was not in violation of Article X, Section 10.

Finally, the Company asserts that the union may not raise the issue of a violation of Article XIII at the hearing where it did not raise it in its grievance or place an catch-all phrase in its grievance. The issue of the condition of the rest rooms was not discussed during any of the grievance steps and is beyond the scope of the Arbitrator.

DISCUSSION:

The principle of res judicata (a matter settled by judgment) applies and gives effect to the prior arbitration award where there is no material discrepancies of fact between the prior dispute and the subsequent one, and there is an identity of parties, issue and remedy.

The parties are the same, as well as the issue and the remedy. The issue before Arbitrator Houlihan, as stipulated by the parties, was:

> Has the Company violated Article 10, Section 10, or any other contract provision by allowing employees in classifications other than Sweepers to continue performing certain clean-up duties when one of the two sweepers has been laid off.

This is the same issue being raised by the Union in the instant grievance. While Berkovitz, the Sweeper remaining employed, filed the first grievance and Ferron, the Sweeper laid off, filed the second one, the issue is the same. Berkovitz complained that employees in other classifications were performing the duties of the Sweeper, and Ferron complained that personnel from Fabrication and Machinist classifications were performing his normal duties as a Sweeper. Although the Union did not frame the issue in the instant grievance in the form of a question, it told this arbitrator that:

> The union is asking that the sweeper, Allen Ferron, be put back to work according to Article 10, Section 1, of the current labor agreement.
>
> We also contend that there was never a past practice of laying off a worker from a classification and allowing other classifications into the laid off worker's classification to perform work duties.
>
> This is a contract violation, not a past practice. The company simply wishes to establish a practice of using layoffs to eliminate classifications. 1/

In addition to the issue of timeliness, the Company framed the issue as follows:

> Has the Company violated Article X, Section 1(4) and/or Section 10 by allowing employees in classifications other than sweepers to continue performing certain clean-up duties when one of the two sweepers has been laid off?

The Union now claims that its case is different than the one before Arbitrator Houlihan, because it no longer claims a violation of Article X, Section 10, but now claims a violation of Article X, Section 1. However, the parties stipulated in the first case to an issue which included the phrase -- has the Company violated Article 10, Section 10, or any other contract provision . . . The Union cannot not now claim that it wants a different

1/ TR - page 5.

arbitrator to look at a different section of the contract, since the Arbitrator Houlihan already determined that there was no contract violation of Article 10, Section 10 or any other contract provision.

Moreover, a reading of the transcript made at the hearing before Arbitrator Houlihan shows that the Union did refer to Article 10, Section 1. In the Union's opening statement, made by Union President Lutzen, the following:

> MR. LUTZEN: Yes. The union is asking that the sweeper that is laid off be put back to work because of Article 10, Section 1 and Section 10 of the labor agreement. The union and the employee that is laid off is not asking for any back pay. Article 10, Section 1 reads --
> MR. RADER: Is it Section 10?
> MR. LUTZEN: Article 10, Section 1. This is one of the sections. 2/

The Union seems to have a different theory of its case now, but it is essentially the same case as the prior case, with the same issue and same parties.

The remedy sought it basically the same -- both grievances ask that Ferron be recalled to work. Berkovitz asked that Ferron be recalled immediately, and at the hearing, the Union stated that it was not seeking back pay. Ferron's grievance asks that he be recalled to work and compensated for all lost benefits from the date of his lay off. The only difference in the remedy is how much back pay Ferron would be due if the Union were able to force a recall through a grievance. The essence of the remedy sought is the same -- getting Ferron back to work.

The only other question is whether there are any material discrepancies of fact between the two cases. I find that there are no significant differences in the factual information between the two cases. The evidence presented to me includes, of course, circumstances that continued beyond the case presented to Arbitrator Houlihan, such as the incident described by Blahnik when Rodrian told him that he and Skornicka emptied garbage barrels themselves and asked the yard crew to do such work. This happened in August of 1993, even after the filing of Ferron's grievance. However, none of this type of evidence presents any material or significant differences between the facts of the Berkovitz grievance and the facts of the Ferron grievance.

I conclude that this grievance is to be denied based on the grounds that it has been decided by the prior grievance which was filed by Walter Berkovitz and presented for decision to Arbitrator Houlihan. The Houlihan Award disposes of the issue presented here, including the issue of the failure of the Company to keep the washrooms clean. The Union is entitled to enforcement of Arbitrator Houlihan's order regarding the washrooms, but not through another arbitrator. It has other means to seek enforcement of an arbitration award.

The Houlihan Award is final and binding on the parties.

AWARD

The grievance is denied.

Dated at Elkhorn, Wisconsin, this 17th day of December, 1993.

2/ Company Exhibit 14 - pages 4, 5.

By Karen J. Mawhinney /s/
Karen J. Mawhinney, Arbitrator