

BEFORE THE ARBITRATOR

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 In the Matter of the Arbitration :  
 of a Dispute Between :  
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 J.P. CULLEN & SONS, INC. : Case 18  
 : No. 51119  
 and : A-5241  
 :  
 TEAMSTERS LOCAL UNION NO. 579 :  
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Appearances:

Previant, Goldberg, Uelmen, Gratz, Miller & Brueggeman, Attorneys at Law,  
 by Mr. Kenneth R. Loebel and Mr. Darrell Shelby, Business Agent,  
 Teamsters Local Union No. 579, for the Union.  
 Melli, Walker, Pease & Ruhly, Attorneys at Law, by Mr. Joseph A. Melli  
 and Mr. Douglas E. Witte and Mr. Richard Cullen, for the Company.

ARBITRATION CONSENT AWARD

Pursuant to the terms of the collective bargaining agreement between the parties, the undersigned was designated by the Wisconsin Employment Relations Commission as the arbitrator to hear and to resolve a grievance filed by Merrill Moore. Hearing was held in Janesville, Wisconsin, on September 1, 1994.

During the course of the hearing, the parties agreed to resolve the grievance and the arbitration proceeding on the basis of the following Consent Award:

1. Merrill Moore is reinstated to the date of termination, January 13, 1994, but Moore has agreed that he has effectively terminated his employment with the company effective September 1, 1994. Moore has agreed not to apply for employment in the future with J. P. Cullen & Sons, Inc.
2. J. P. Cullen & Sons, Inc. will tender to the Teamsters Central States, Southeast and Southwest Area Pension Fund pension contributions for Moore as follows:

For January, 1994, one week at \$85 per week.  
 For February, 1994 two weeks at \$85 per week.  
 For March, 1994, two weeks at \$85 per week.  
 For April, 1994, four weeks at \$85 per week.  
 For May, 1994, five weeks at \$91 per week.  
 For June, 1994, four weeks at \$91 per week.  
 For July, 1994, four weeks at \$91 per week.  
 For August, 1994, five weeks at \$91 per week.

3. J. P. Cullen & Sons, Inc. has no other liability to Merrill Moore, except, if the said pension fund refuses to accept the tender provided for in paragraph 2 above, then it will pay the said sum directly to Merrill Moore.
4. In consideration of the foregoing, Merrill Moore releases and discharges J. P. Cullen & Sons, Inc. and its officers and agents from any liability to or for him, except as set forth in paragraph 2 above.

In addition to the above-noted appearances on behalf of the parties, Mr. Merrill Moore was present at the hearing and stated his understanding of, and agreement with, the terms of the Consent Award as set forth above. Based on the instant Consent Award, the undersigned considers the arbitration proceeding resolved and relinquishes jurisdiction of the matter.

Dated at Madison, Wisconsin, this 29th day of September, 1994.

By Douglas V. Knudson /s/  
Douglas V. Knudson, Arbitrator