BEFORE THE ARBITRATOR

In the Matter of the Arbitration of a Dispute Between

**GENERAL TEAMSTERS UNION,
LOCAL 662, AFL-CIO**

and

ELLSWORTH CO-OP CREAMERY

Case 12
No. 58510
A-5823

Appearances:

Previant, Goldberg, Uelmen, Gratz, Miller & Brueggeman, S.C., by **Attorney Jill M. Hartley,** appearing on behalf of the Union.

Mr. Ken McMahon, General Manager, Ellsworth Co-op Creamery, appearing on behalf of the Employer.

ARBITRATION AWARD

The General Teamsters Union, Local 662, AFL-CIO (herein the Union) and the Ellsworth Co-op Creamery (herein the Company) are parties to a collective bargaining agreement, dated June 1, 1999, covering the period June 1, 1999, to May 31, 2002, and providing for binding arbitration of certain disputes between the parties. On February 2, 2000, the Union filed a petition with the Wisconsin Employment Relations Commission to initiate grievance arbitration on behalf of bargaining unit members Philip Halverson and Rex Hines and requested the appointment of a member of the WERC staff to arbitrate the issue. The undersigned was appointed to hear the dispute and a hearing was conducted on March 16, 2000. There was no transcript and the parties filed briefs on March 31, 2000.

To maximize the ability of the parties we serve to utilize the Internet and computer software to research decisions and arbitration awards issued by the Commission and its staff, footnote text is found in the body of this decision.

ISSUE

The parties did not stipulate to a framing of the issue, therefore, the arbitrator frames the issue as follows:

Did the Employer violate the Collective Bargaining Agreement when it offered overtime to Chris Cordie on August 2, 1999, instead of to the Grievants?

If so, what is the appropriate remedy?

PERTINENT CONTRACT PROVISION

ARTICLE 5
SENIORITY

Section 1. Seniority rights for employees shall prevail under this Agreement and all Agreements Supplemental hereto unless it is specifically noted otherwise in any Article or Section. For determination of seniority rights, the rule shall be that the oldest employee in respect to his employment with the Employer in the bargaining unit, is the senior employee and has seniority over anyone his junior who is hired later in the bargaining unit. This shall continue on down the seniority list with the above interpretation. Therefore, any place in this Agreement that seniority is mentioned, unless qualified, it shall mean the oldest employee of the Employer in respect to length of employment with the Employer in the bargaining unit. Where no specific mention is made of seniority or any qualification, seniority shall prevail with the above ruling. It is also understood that should any employee leave the bargaining unit for any reason other than that which is granted in this Agreement, he shall lose all seniority accumulated to date. Seniority is a period of continuous employment of employees by the Employer in bargaining unit commencing with the first hour and date of work and including time for vacations, Leave of Absence, temporary layoff due to lack of work, military service as prescribed by law, illness, accident or other mutual agreement. Should two or more employees be employed the same date and hour, then seniority shall be determined by arranging said employees or group of employees in alphabetical order on the seniority list starting with the last name and then the first name.

Section 2. Seniority shall be plant wide for each plant covered by this Agreement unless it is agreed to otherwise by the Employer, the Union and the employees.

OTHER RELEVANT LANGUAGE

ARTICLE 7
GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. All disputes and grievances which arise by employees and/or their representatives, or the Employer, shall be processed in the following manner and sequence except that Employer or Union Representative grievances shall proceed immediately to the Fourth Step:

(1) The employee originating the grievance shall discuss the matter with the foreman under whom he is working or he may submit the grievance to the steward or member of the Shop Committee assigned to his department, who shall in the presence of the employee, discuss the matter with the foreman.

(2) If the issue is not resolved in Step (1) above, the employee shall reduce his grievance to writing and sign same, then the employee or steward shall present the written grievance to the Employer.

(3) Within seven (7) days from the receipt of the written grievance by the Employer, the Shop Committee and/or steward and the employee submitting the grievance, shall meet with a designated representative of the Employer to discuss the grievance. If the issue is resolved, settlement reached shall be noted in the written copy of the complaint, and the copy so completed shall be filed.

(4) Any grievance remaining unsettled after having been cleared through the Steps (1) through (3) shall then be taken up between the Employer and the Union, within three (3) days if possible. All time limitations in this Article may be extended if either party is not available to meet.

BACKGROUND

For the past several years, by mutual agreement between the Company and the Union, the Company has posted a monthly overtime list next to the time clock in the cheese plant. Bargaining unit members who wish to be considered for overtime during the month are to sign their names on the list. If overtime becomes available, the plant supervisor will consult the list and offer the overtime to the employes that have signed it in descending order of seniority. This practice was begun as a result of complaints by senior employes who did not want to be called for overtime, particularly at inconvenient hours, and wanted the option of waiving consideration for overtime.

At approximately 3:00 p.m. on Monday, August 2, 1999, an employe called in sick for his shift in the barrel room, which was from 9:00 p.m. until 5:30 a.m. that night. Plant Superintendent Joe Hines, who ordinarily handles assigning of overtime, was absent, therefore, Ken McMahon, the Co-op's General Manager, took the call. McMahon checked the overtime list, which had been posted by Hines earlier, and saw that no employes had yet signed up. McMahon then checked the schedule to see who was available to work the overtime and began calling employes that were not scheduled that day. After four unsuccessful phone calls, Chris Cordie, an employe for approximately one year, who also had not been scheduled that day, arrived at the plant. McMahon offered Cordie the overtime and he accepted.

On August 2, Lab Technician Rex Hines, one of the Grievants herein, was scheduled to work from 8:00 a.m. until 4:30 p.m. During his shift he learned of the availability of overtime that night and went to sign the overtime list. When he arrived, the list was still blank and he was the first to sign it. Hines has been a Co-op employe for 23 years and is qualified to work in the barrel room. The same day, cheesemaker Philip Halverson, also a Grievant, was scheduled to work between 1:00 p.m. and 9:00 p.m. Halverson, too, heard of the available overtime and went to sign the list. He was the second employe to sign, immediately after Hines. Halverson has been a Co-op employe for more than 31 years and is also qualified to work in the barrel room. Although Halverson did not want to work the entire shift, the Co-op has been willing in the past to split overtime shifts if the employes wish it. Neither of the Grievants was offered the opportunity to work the overtime prior to it being offered to Cordie.

On August 3, Hines approached his supervisor, Lab Superintendent Bob Johnson, and complained about not being offered the overtime. Johnson responded that assigning the overtime was outside his authority and there was nothing he could do. On August 4, Halverson spoke to his supervisor, Plant Superintendent Joe Hines, about the issue and Hines responded that he had not been there at the time and knew nothing about it. 1/ He referred Halverson to McMahon. Later that day, both Grievants drafted grievances and gave them to the Union Steward, Dennis Boettcher. Boettcher spoke to McMahon, who explained that neither of the Grievants had signed the overtime list by the time he assigned the overtime and that he would not pay overtime to employes who had not worked the hours. He advised Boettcher that the Co-op would contest the grievances and asked him to find out how serious the Grievants were about pursuing the matter. After consulting the Grievants, Boettcher met with McMahon again on August 5 and advised him that the Grievants were prepared to drop the issue in return for an apology and an agreement to follow the seniority provisions of the contract in the future. McMahon indicated this was unacceptable, whereupon Boettcher gave him the grievances, which McMahon initially threw away.

1/ The record is silent as to whether a familial relationship exists between the Grievant, Rex Hines, and Plant Superintendent Joe Hines, but in any event any such relationship appears to be irrelevant to the events set forth herein, or to the Employer's actions in this matter.

On August 19, Steve Novacek, a Bargaining Agent for the Union, wrote to McMahon requesting a response to the grievances. McMahon called Novacek and explained the Co-op's position. Novacek responded that he had not yet completed his investigation and would advise McMahon when he had done so. On August 30, Boettcher attended a meeting of the Co-op Board of Directors, wherein the Hines and Halverson grievances were discussed, but nothing was resolved. Neither of the Grievants was present at this meeting. On September 2, Novacek again wrote McMahon indicating the Union's position that the Grievants were each entitled to four hours of overtime pay and requesting a response. McMahon replied, in a September 3 letter, that the Grievants were not entitled to the overtime because they had not signed the overtime list prior to his assigning the time to Cordie. He further advised Novacek that Steps 1 and 3 of the grievance procedure had not been complied with and finally indicated that the Co-op's attorney would be contacting Novacek to discuss the matter further. No such contact was made. On January 26, 2000, Boettcher and Novacek met with a management committee to discuss the grievances. No settlement was reached and the Union, thereafter, petitioned for arbitration.

POSITIONS OF THE PARTIES

The Union

The Company argues that the matter is not procedurally arbitrable because the Union did not comply with Step 3 of the grievance procedure, which required the Grievants, along with a Union representative, to meet with a representative of the Company within seven days of filing the grievance. While it is true that neither of the Grievants met with a Company representative after filing the grievances, the record also reflects that the Union steward met with the Company manager, Ken McMahon, before and after the filing of the grievances to attempt to reach a settlement, and that McMahon refused all overtures and, in fact, threw the grievances away. The Steward also attended a Company Board meeting to discuss the grievances and later met with a Union representative and McMahon pursuant to Step 4 of the grievance procedure.

Traditionally, arbitrators are reluctant to decide cases based on technical procedural violations, where there has been no prejudice to a party thereby and where there has been substantial compliance with the contract. JOHNSON WIRE TECHNOLOGIES, 111 LA 216, 221 (FRANKIEWICZ, 1998); ACCORD COLUMBUS SHOW CASE CO., 44 LA 507 (KATES, 1965). In this case, there has been no harm to either the Company or the Union caused by the Grievants' failure to meet with Company officials. The purpose behind the Step 3 meeting is to bring the parties together to attempt a settlement. In this case, the Steward had met with the Grievants and had received their authority to settle for an apology and an agreement by the Company to comply with seniority requirements in future overtime situations, but the Company refused this offer. Clearly this met with the intent of the grievance procedure, and resulted in no prejudice to either party.

It should also be noted that the contract provides for no sanctions in the event of a failure to strictly adhere to the grievance procedure. Arbitral precedents establish that where there is not a forfeiture clause for procedural violations an arbitrator may not deny a grievance solely on that basis. BROWARD COMMUNITY COLLEGE, 108 LA 100, 103 (THORNELL, 1997); JOHNSTOWN WIRE TECHNOLOGIES, supra. For these reasons, the grievances are arbitrable on the merits.

The contract between the parties establishes that overtime is to be offered according to seniority. Article 21 of the agreement provides for payment of time and one-half for all hours worked in excess of 8 per day or 40 per week, but is silent on how overtime is to be assigned. Article 5, Section 1, states, however, that "where no specific mention is made of seniority or any qualification, seniority shall prevail." Section 1 further defines seniority as being based on length of employment, with greatest seniority going to those employed by the Company longest. Under these provisions, therefore, overtime is to be assigned according to seniority. This language is clear and unambiguous, and in such cases the arbitrator is bound to enforce and uphold the language.

The overtime sign-up list utilized by the Company does not supercede the seniority language of the contract. The Company argues that the use of the sign-up sheet constitutes an agreement between the parties to ignore seniority in assigning overtime, pursuant to Article 5, Section 2, but this has no basis in fact. The overtime list, which has been used for years as a means of assigning overtime, was instituted as a courtesy to senior employes that did not wish to be called for overtime. It merely gives senior employes an opportunity to opt out of overtime, but it does not eliminate seniority as the determining factor in assigning overtime. Article 5, Section 2, provides for plant wide seniority, as opposed to departmental, classification-based, etc., unless the parties agree otherwise, and does not apply here.

The Company apparently feels that if the overtime list is blank, it can fill overtime in any fashion it wants. This defies the contract, as well as its own past practice. The Plant Superintendent, Joe Hines, testified that when the sheet is blank he calls employes in order of seniority to fill open shifts. He further stated that had he been in the plant on the day in question, he would have offered the overtime to the Grievants. Offering the overtime instead to a less senior employe was clearly in error.

The Company further attempts to characterize this situation as an emergency wherein there was a need for immediate action to fill the shift. The Union agrees that there is a need to have full shifts, but the facts show that the sick call came in at 2:00 p.m. for a shift beginning at 9:00 p.m., and that both the Grievants were in the plant at the time. Therefore, the Manager had ample time to follow contract procedures and offer the hours to them.

The Company is also unable to justify its actions based on a concern that both Grievants had already worked full shifts and might not wish to work longer, or based on either of the Grievants declining overtime in the past. There are no work rules prohibiting employes from

working more than a specific number of hours in a row, or requiring a certain number of hours between shifts. The Grievants testified that they would have split the shift, which is a common practice in the Company. Regardless, the Employer did not offer the hours to the Grievants, as it was bound to do under the contract, and the grievances should be sustained.

The Company

The Company is not in violation of the labor agreement. Article 5, Sections 1 and 2 define seniority. The Company in no way violated these sections and the grievances should be dismissed.

There is no language in the labor agreement setting forth a procedure for filling shifts for workers who call in sick. The Company's practice in such cases has been to post a monthly sign-up sheet for employes that desire extra hours. When a vacancy occurs on a shift, the employes that sign the sheet are called in order of seniority and offered the hours. On the day in question, August 2, 1999, the Plant Superintendent posted a sheet early in the morning. At the time the sick call came in, no one had signed the sheet; therefore, the Manager began calling unscheduled employes to offer them the shift. During this process, the Manager encountered Chris Cordie, who was not working that day, and who indicated he would be willing to work the shift.

Both Grievants testified that they were working on the day in question. Therefore, both had ample opportunity to sign-up on the overtime list, but declined to do so. Despite the testimony of Grievant Hines that the July list, which he had signed, was posted when he came to work on August 2, it is not the Company's practice to refer to outdated lists when assigning overtime. Further, Hines contradicts himself at several points regarding when or whether the sign-up sheet was posted.

Despite the Union's reliance on Article 5, Section 2, this clause clearly provides for exceptions to seniority when agreed by the parties. The parties agreed to such an exception in adopting the sign-up sheet as the means of allocating overtime. Further, despite the Union's assertion, seniority does not prevail in all circumstances. For instance, in a case where a senior employe is not qualified to do a particular job, the hours would be offered to a qualified employe, even if less senior, in the interests of safety and efficiency. This, too, is a situation where seniority does not prevail and the grievances should be denied.

DISCUSSION

Arbitrability

The Company first seeks to have the grievances dismissed on the basis that the Grievants and Union did not comply with the grievance procedure set forth in Article 7 of the

labor agreement. Specifically, the Company alleges that the Grievants did not meet with their foremen concerning their complaints prior to filing their grievances, as required by Step 1 of the grievance procedure, and that the Grievants and Union did not meet with a representative of the Company within seven days of filing their grievances, as required by Step 3.

With respect to the first allegation, both Grievants testified that they went to their immediate supervisors the day after the incident and complained about not being offered the vacant shift. Grievant Hines spoke with Bob Johnson, the Lab Superintendent, who told him that he had no authority in the assigning of overtime. Grievant Halverson spoke to Joe Hines, the Plant Superintendent, who said he hadn't been there at the time and referred Halverson to the General Manager, Ken McMahon. Bob Johnson did not testify and Joe Hines corroborated Halverson's testimony. It is conceded that Johnson and Hines are the Grievants' "foremen" for the purposes of Step 1 of the grievance procedure and Step 1 requires nothing beyond discussion of the issue. That neither of the foremen was capable of resolving the issue is of no import. By approaching them in a timely fashion, I find that the Grievants satisfied the requirements of Step 1 of the grievance procedure.

Step 3 states that within seven days of the filing of the grievance a meeting is to occur between the Union Steward, the Grievant and a representative of the Employer to discuss the possibility of settlement. It is not disputed that no such meeting took place. In fact, after filing the grievances, neither of the Grievants ever met with an Employer's representative to discuss them. Notwithstanding this, however, there were ongoing discussions between the Employer and the Union concerning the grievances. Union Steward Dennis Boettcher testified that he met twice with McMahon to discuss the matter before filing the grievances and was unable to resolve the dispute. He met with the Employer again on August 30, when he attended a meeting of the Co-op's Board of Directors, wherein the grievances were again discussed, but not resolved. Union Representative Steve Novacek wrote to General Manager McMahon on August 19 and again on September 2 requesting the Employer's formal response to the grievances and McMahon responded on September 3, first raising at that time the issue of non-compliance with the grievance procedure. He also indicated that the Employer's attorney would contact Novacek to discuss the matter further, which, however, never occurred. Novacek finally met with Boettcher and the Employer's representatives on January 26, 2000, as called for in Step 4 of the grievance procedure, but again without result.

I hold with the view, adhered to by many arbitrators, that generally a party should not be denied a resolution on the merits of an otherwise arbitrable dispute due to procedural defects which are of a non-prejudicial nature. In this instance, the Employer would have the matter dismissed due to the failure of the Grievants to personally meet with an Employer's representative after filing the grievances. I do not find this to be fatal. There is no indication that the Grievants were acting in bad faith. Further, it appears that, at the time the grievances were filed, the Grievants gave the Union Steward authority to settle the disputes on their behalf. The Employer, however, rejected the Union's settlement offers and made no counter-proposals of its own other than requesting an outright withdrawal of the grievances. Under the circumstances, it is difficult to see how a meeting with the Grievants present would have

advanced the settlement process appreciably, or how the Employer was placed at a disadvantage by their absence, and the record is silent as to any particular harm caused to the Employer.

I further note that the Employer's conduct in the grievance process has not been without blemish. When the Steward filed the grievances, the General Manager initially threw them away. Also, at least a month after the grievances had been filed, the Employer still had not formally responded to them. Although the contract does not provide any prescribed method for responding to grievances, some form of formal denial is implied by the progression of steps in the grievance procedure. Finally, while it is true that the Step 3 meeting was not held, the contract does not specify which party is responsible for initiating the meeting, so the Employer is arguably as much at fault as the Union. When one party seeks to have the grievance procedure strictly construed against the other, it must follow the procedure just as strictly. For all the foregoing reasons, therefore, I find that although there was not strict compliance with the grievance procedure, it is a shared error. Further, the procedural defects are of a minor and non-prejudicial nature and do not warrant dismissal of the grievances.

The Merits

The central issue in this dispute is whether the Grievants, by virtue of seniority, were entitled to the first opportunity for filling a vacant shift. One of the functions of seniority is to determine priority in job preferences, such as layoff, recall, transfers, promotion, work assignments and overtime. THE COMMON LAW OF THE WORKPLACE, SEC. 5.1, 124, (T.J. ST. ANTOINE ED., 1998). Seniority is a creature of contract, however, and so in order to establish such privileges, the contract typically must identify seniority as the criterion for preference. In this instance, the contract contains a seniority provision in Article 5, which defines seniority, and generally asserts that seniority will prevail under the contract, unless specifically noted otherwise. It then discusses the application of seniority in a number of specific areas, such as layoff and recall. It does not, however, address the impact of seniority on rights to overtime. Likewise, Article 21, the provision addressing hours of work, discusses the payment of time and one-half for overtime work, but, again, is silent on what, if any, effect seniority has on entitlement to overtime. By virtue of the fact that Article 5, Section 1, makes seniority the rule, rather than the exception, and that Article 21 makes no exception in the area of assigning overtime, therefore, I find that the general rule under this contract is that seniority controls in the assignment of overtime.

It appears, further, that in years past the parties did, in fact, agree to the offering of overtime on the basis of seniority, with the proviso that the employe also be qualified to perform the duties required. This was testified to by representatives of both parties. This created problems, however, as a number of the more senior employes did not wish for overtime, nor did they wish to be disturbed at odd hours to be offered overtime, which the Employer was required to do under a seniority based system. Thus, for the past several years

the parties have, by mutual agreement, used the overtime sign-up system currently in place, which is, in fact, a modification of, rather than a replacement for, the seniority system since those employes who sign the list are still offered overtime in order of seniority.

The difficulty faced by the Employer in this case, however, was that at the time the vacancy occurred no one had yet signed the list for August, as it had only been posted earlier the same day, thus, the list was of no use on this occasion. 2/ Further, the Cheese Plant Superintendent, who is typically responsible for filling vacancies and assigning overtime, was not at the worksite at the time the situation arose. Under the circumstances, therefore, the General Manager, who made the decision, concluded that without the overtime list for guidance, he needed to get anyone who was available to fill the open shift, with availability, rather than seniority, apparently being the principal criteria other than qualification. Thus, when a junior employe, Chris Cordie, fortuitously stopped by the plant in the afternoon, he was offered and accepted the overtime shift, without it first being offered to the Grievants.

2/ At the time the General Manager checked the overtime list it was blank. Both Grievants testified, however, that when they heard of the vacancy they both separately went to sign the list and, in fact, both their names appear on the list before that of Chris Cordie, who was the third employe to sign.

The question thus becomes, in the absence of a signed overtime list what is the appropriate method for allocating overtime? The Employer argues that in such a case it is proper to offer the hours to any available employe so long as they are qualified for the open position, as was done in the present case. The rationale is that, under Article 5, Section 2, the current system was intended by the parties to supercede the general seniority language of Article 5, Section 1, and, therefore, seniority is no longer applicable to the allocation of overtime. The overtime list alone controls and in the rare circumstance when it is unsigned, it is management's prerogative to fill overtime hours as best it can. For a variety of reasons, I disagree.

I am not persuaded that the adoption of the overtime sign-up list was an agreement, under Article 5, Section 2, to depart from the rule of seniority. As I read it, that provision concerns how seniority is applied to specific employes. That is to say, seniority is deemed to be plant wide, as opposed to within departments or classifications of employes, unless otherwise specifically agreed. Article 5, Section 1, however, deals with the circumstances to which seniority applies, such as layoffs, posting, etc., and states that seniority controls, unless specifically excepted under the contract or any supplement thereto. The contract does not make any exception for assignment of overtime and I do not find the use of the overtime sign-up list to be such. Indeed, it is unlikely that the senior employes who wished overtime would voluntarily give up the advantage of their own seniority merely to accommodate their fellows

who did not wish overtime. The fact that seniority is still used when referring to the sign-up list supports this conclusion, and nothing in past practice or bargaining history suggests otherwise.

Thus, the underlying premise of the Employer's position, that the overtime list was intended to replace the seniority system, does not bear close scrutiny. As I have alluded earlier, in actuality it is merely a modification of the seniority system, which was instituted for the benefit of senior employes who didn't want to be considered for overtime. For those employes who sign the overtime list, seniority still applies and all parties agree that if the Grievants had signed the list they would have, by virtue of seniority, been entitled to the vacant shift, assuming no one more senior than they had also signed. In the absence of a signed list, therefore, the clear inference is that the parties would continue to observe seniority and would be expected to return to the previous system, which utilized the entire seniority list. This is corroborated by the testimony of the Cheese Plant Superintendent, Joe Hines. The Superintendent ordinarily is responsible for assigning overtime, and would have on the day in question, but was absent at the time the vacancy occurred. He testified that, when the overtime list is unsigned, the practice is to check the schedule to see which qualified employes are available to work the open shift and then call them in order of seniority. He indicated that unless a more senior employe had taken the shift, he would have offered the hours to the Grievants.

At the hearing, the Employer argued that the situation was an emergency and required immediate action, which justified its departure from utilizing seniority. I, likewise, do not find this argument persuasive. According to the General Manager, Ken McMahon, he was notified at approximately 3:00 p.m. that an employe would be absent for the shift commencing at 9:00 p.m. McMahon undoubtedly had many duties to perform other than filling vacant shifts. Nevertheless, under the circumstances, I would still expect there to be enough time to consult the seniority list and call employes in order of seniority. Furthermore, both Grievants were at work at the time, which McMahon knew, so he needed only to go to their stations and ask them if they were available. Finally, according to McMahon's own testimony, he had apparently considered both Grievants, but had not asked them for other reasons – Hines, because he thought he would be working too many hours in a row, and Halverson, because he had turned down overtime in the past. Thus, his decision to not offer the hours to them was one of choice, not necessity.

In summary, therefore, I find that under the contract overtime is to be offered according to seniority. The overtime sign-up list was adopted as an accommodation to senior employes that wish, in effect, to opt out of overtime. As such, the list does not do away with seniority for overtime purposes, but streamlines the process by eliminating from consideration employes who would refuse overtime anyway. Consistent with the language of the contract and past practice, when the overtime list is unsigned, seniority still prevails. On the day in question, therefore, both Grievants were entitled to be offered the available overtime prior to the employe who, although junior to them, ultimately worked the hours.

Based upon the foregoing and the record as a whole, the undersigned enters the following:

AWARD

By offering available overtime to a junior employe instead of the Grievants, the Employer violated the collective bargaining agreement. It is ordered, therefore, that the Employer shall pay to each of the Grievants the equivalent of four hours pay at one and one-half times their regular hourly wages as of the date of the violation. It is further ordered that in the future, in cases where there is no signed overtime list, overtime is to be offered to qualified employes based upon plantwide seniority.

Dated at Eau Claire, Wisconsin this 29th day of June, 2000.

John R. Emery /s/
John R. Emery, Arbitrator

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