

BEFORE THE ARBITRATOR

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In the Matter of the Arbitration of a Dispute Between

**WISCONSIN PROFESSIONAL POLICE ASSOCIATION/  
LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION**

and

**CITY OF WISCONSIN RAPIDS (POLICE DEPARTMENT)**

Case 134  
No. 59743  
MA-11393

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**Appearances:**

**Attorney Richard Thal**, General Counsel, Wisconsin Professional Police Association/LEER Division, 340 Coyier Lane, Madison, Wisconsin 53713, appearing on behalf of the Wisconsin Professional Police Association.

Ruder, Ware & Michler, S.C., by **Attorney Dean R. Dietrich**, 500 Third Street, P.O. Box 8050, Wausau, Wisconsin 54402-8050, appearing on behalf of the City of Wisconsin Rapids.

**ARBITRATION AWARD**

Wisconsin Rapids Professional Police Association, hereinafter Association, and City of Wisconsin Rapids, hereinafter City, are parties to a collective bargaining agreement that was in effect at all times relevant to this proceeding and which provides for final and binding arbitration of certain disputes. The Association filed a request to initiate grievance arbitration on March 6, 2001. Commissioner Paul A. Hahn was appointed to act as arbitrator on March 8, 2001. An arbitration hearing was scheduled and took place on May 24, 2001 in the City of Wisconsin Rapids, Wisconsin. The hearing was not transcribed. The parties were given the opportunity and filed post hearing briefs. The parties' post hearing briefs were received by the Arbitrator on July 2 (Association) and July 3, 2001 (City). The parties were given the opportunity and declined to file reply briefs. The record was closed on July 6, 2001.

**ISSUE**

**Association**

Has the City violated the Collective Bargaining Agreement by failing to promote Officer Robert Webster to the Safety Officer position? If so, what is the appropriate remedy?

**City**

Whether the City violated the Collective Bargaining Agreement by assigning Safety Officer duties to Officer Robert Webster. If so, what is the appropriate remedy?

**Arbitrator**

Whether the City violated the Collective Bargaining Agreement by failing to promote Officer Robert Webster to the Safety Officer position. If so, what is the appropriate remedy?

**RELEVANT CONTRACT PROVISIONS**

ARTICLE 2  
RECOGNITION

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The City recognizes the Wisconsin Rapids Professional Police Association as the sole and exclusive collective bargaining representative for all regular full-time and regular part-time law enforcement employees with the power of arrest employed by the City of Wisconsin Rapids, excluding supervisory, managerial and confidential employees.

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ARTICLE 3  
RESERVATION OF RIGHTS

The City possesses the sole right to operate City government and all management rights repose in it, but such rights must be exercised consistently

with the other provisions of the labor agreement. These rights, which are normally exercised by the Chief of Police, include, but are not limited to, the following:

- A. To direct all operations of City government.
- B. To hire, promote, transfer, assign and retain officers in positions with the City and to suspend, demote, discharge and take other disciplinary action against officers, pursuant to the authority and under the rules and regulations of the Department and the Wisconsin Rapids Police and Fire Commission. No officer shall be disciplined or discharged without just cause and without the right to proceed under Article 24 (Grievance Procedure) of this Agreement.
- C. To lay off officers from their duties because of lack of work or for other legitimate reasons (subject to 62.13(5)).
- D. To maintain efficiency of City government operations entrusted to it.
- E. To introduce new or improved methods or facilities.
- F. To change existing methods or facilities.
- G. To determine the methods, means, equipment and personnel by which such operations are to be conducted.
- H. To take whatever action which must be necessary to carry out the functions of the City in situations of emergency.
- I. To take whatever action is necessary to comply with State or Federal law.
- J. To establish reasonable work rules, policies, regulations, and job duties consistent with the labor agreement.
- K. To establish schedules of work consistent with the labor agreement.
- L. To determine the number, structure and location of departments and divisions within the Police Department; the kinds and amounts of service to be performed by the Police Department, and the number and kind of positions and job classifications needed to perform such services.

- M. Any policy or procedure which affects wages, hours, and conditions of employment will be negotiated.
- N. No right reserved by this Article shall be exercised in a manner inconsistent with any other provision of this contract.

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#### ARTICLE 24 GRIEVANCE PROCEDURE

The procedure under this Article provides an orderly method to present and settle grievances which may arise between the Association and the City, as to the meaning or application of or compliance with the provisions of this Agreement. It is a further purpose of this grievance procedure to assure observance of the terms and work relationships set forth in this Agreement. The grievance procedure is available to the Association and is limited to matters covered by this Agreement. Time limits may be extended by mutual agreement of both parties.

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- F. The decision of the arbitrator shall be limited to the subject matter of the grievance and shall be restricted solely to interpretation of the contract. The arbitrator shall not modify, add to, or delete from the express terms of the Agreement.

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#### ARTICLE 26 PROMOTION, SUSPENSION, DISMISSAL AND REDUCTION IN RANK

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Promotion to the position of Sergeant, Detective, and Safety Officer shall be determined by the Chief of Police.

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#### ARTICLE 33 SCHEDULING

The parties have agreed to a 5-2, 5-3 work schedule. The patrol officer assigned Safety Officer-type duties in the schools will be scheduled the hours of 8:00 a.m. until 4:00 pm.(sic) when working in the schools.

The Detectives and Safety Officer will continue to work a 5-2 work schedule. As much as reasonably possible, the Detective Sergeant and School Liaison Officer shall work the hours of 7:30 a.m. until 3:30 p.m. and the other Detectives shall work from 8:00 a.m. until 4:00 p.m.

- A. Detectives and the Safety Officer, when working a forty (40)-hour week annually, shall have 4-1/2 days as gained by the Patrol, due to their 5-2, 5-3 work schedule credited to their compensatory account.

### STATEMENT OF THE CASE

This grievance involves the Wisconsin Rapids Professional Police Association and the City of Wisconsin Rapids. (Jt. 1) The Association alleges that the City violated the parties' collective bargaining agreement by refusing to promote Safety Officer Robert Webster (Grievant) to a permanent position of Safety Officer. (Jt. 2)

The City established a Safety Officer position in its Police Department in 1974. Various officers filled the position of Safety Officer until July of 1997 when then Safety Officer Bill Voight retired. Prior to Officer Voight's retirement, then Chief of Police, Robert A. Ziegert, proposed to recreate the Safety Officer position by establishing a Safety Officer Coordinating position and three or four Safety Officer Assistant positions. (Jt. 8, June 5, 1997) 1/ When the Association learned of the Chief's proposal, then Association President Claud D. Ostram wrote letters to City Personnel Director Jim Jansky and Chief of Police Ziegert, expressing an interest in bargaining the changes made to the Safety Officer position. (Jt. 6 & 7) The parties were unable to resolve the concerns of the Association with the new Safety Officer program and the Association filed a grievance on or about May or June of 1997 alleging that the City violated Articles 34 and 39 of the parties' collective bargaining agreement by implementing a new Safety Officer program. (Jt. 8) The Association requested as a remedy for the grievance to bargain with the City over contractual issues including their "impacts upon scheduling, compensation, hours, vacation, etc." (Jt. 8)

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*1/ Joint exhibit 8 is a multi-paged exhibit. Reference to individual documents are noted by date where possible.*

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In a letter dated June 11, 1997 to Andy Dewitt, Association Grievance Official, from Human Resource Director Jansky, a meeting was scheduled between the parties on June 26, 1997, to discuss the Chief's Safety Officer program and the Association's grievance regarding

that program. (Jt. 8) In a letter dated June 26, 1997, from Chief of Police Ziegert to President Ostram of the Association, the Chief affirmed what the Chief understood to be the resolution of the Association's grievance. In that letter the Chief set forth a Safety Officer Coordinator position description and stated that the position would be appointed by the Chief of Police for a period of two years; such appointment could be revoked by the Chief of Police for cause. (Jt. 8) At that point, the City regarded the grievance as settled.

After a meeting of the parties' labor/management committee on August 27, 1997, the Chief of Police wrote Andy Dewitt, now Association President, a letter raising what "appears to be a difference of opinion as to the status of the grievance regarding the Safety Officer position and the resulting changes regarding same." In the letter, the Chief asked President Dewitt for a response as to the Association position on the current status of the grievance. (Jt. 8) President Dewitt responded to Chief Ziegert in a letter dated September 2, 1997 indicating "the grievance is held in abeyance to allow management some latitude in getting this program running." (Jt. 8) The letter also stated "WRPPA reserves the right to move forward with this grievance at any time its members are not satisfied with the direction or impact the changes are placing upon them." President Dewitt's September 2, 1997 response to the Chief's June 26, 1997 letter also stated that the Association took issue with only one item, the duty hours for Grievant "when assigned Safety Officer duties." (Jt. 8) The City did not implement Chief Ziegert's changes to the Safety Officer program but assigned the Safety Officer duties to the Grievant during the 1997-1998 school year; the Grievant has maintained those Safety Officer's duties through the date of the arbitration hearing.

The City and the Association negotiated a contract change for the 1998-2000 labor agreement between the parties (Jt. 1) modifying the first paragraph of Article 33 to read:

The parties have agreed to a five – two, five – three work schedule. The Patrol Officer assigned Safety Officer-type duties in the schools will be scheduled the hours of 8:00 a.m. to 4:00 p.m. when working the schools.

The City has compensated the Grievant at the contractual Safety Officer rate of pay which has continued through the date of the arbitration. (Jt. 9) In a June 17, 1998 letter from Jansky to Dewitt, Jansky stated that the City was treating Grievant's position as Safety Officer as a temporary appointment to allow the new Chief of Police the opportunity to evaluate the position. (Jt. 9) At a labor/management committee meeting of the parties on January 24, 2000 the City stated that it was still undecided whether to promote the Grievant permanently to the Safety Officer position and that the position would remain an "assigned position" until further notice. (City 1) In September of 2000, the City included among its initial bargaining proposals for the 2001 labor agreement a proposal that the language of Article 26, filling the Safety Officer and Detective positions, by promotion, would be deleted. (Jt. 11)

The City continues to take the position that the grievance was resolved in 1997 and that the new language added to Article 33 establishes that a patrol officer will be assigned Safety Officer duties and that the City is not required to promote an officer to the Safety Officer position. The Association claims the grievance was never resolved and only held in abeyance since it was first filed in May or June of 1997, and that the failure of the City to promote Grievant to the Safety Officer full-time position led to the grievance resulting in this arbitration. (Jt. 2)

The parties processed the grievance through the grievance procedure of the parties' collective bargaining agreement. The Association appealed the matter to arbitration. Hearing in the matter was held by the Arbitrator on May 24, 2001 at the City Hall in Wisconsin Rapids, Wisconsin. No issue was raised as to the arbitrability of the grievance.

### **POSITIONS OF THE PARTIES**

#### **Association**

The Association takes the position that the language of Article 26 provides that "Promotion to the position of Sergeant, Detective and Safety Officer shall be determined by the Chief of Police" and that this contractual term requires the Chief of Police to fill the Safety Officer position by promotion. Citing case law, the Association argues that management's right to determine promotions may be restricted by a collective bargaining agreement and when such an agreement requires that a vacant position be filled by promoting an employee to that position the employer is obligated to fill the position by promotion. This, the Association submits, requires the City to fill the Safety Officer position by promotion and not by temporary assignment. The Association points out that by temporary appointment to the Safety Officer position the Grievant's appointment can be revoked simply by a negative performance appraisal, whereas an Officer appointed to the Safety Officer position by promotion would be protected by the "just cause" standard of the collective bargaining agreement.

The Association submits that the City argument that the grievance should be denied because the Association's May, 1997 grievance concerning these issues was settled should be rejected because the parties never settled the 1997 grievance. The record, the Association posits, shows that the matter was held in abeyance to allow the City the opportunity to determine whether it wanted to reorganize the Safety Officer programs as former Chief Ziegert proposed. The Association submits that there is no evidence in the record of any agreement between the parties to settle the 1997 grievance.

The Association takes the position that the new scheduling language in Joint 1 that provides under Article 33 "the Patrol Officer assigned Safety Officer-type duties in the schools will be scheduled the hours of 8:00 a.m. to 4:00 p.m. when working the schools" only governs

the scheduling of Patrol Officers who are assigned to work “Safety Officer-type duties,” and does not govern the scheduling of the Grievant as Safety Officer because in fact the Grievant is the Safety Officer and not a Patrol Officer assigned Safety Officer-type duties. The Association avers that there was never any intent to change the status of the Safety Officer position to a position filled by assignment or appointment by the additional language added to Article 33 of the parties’ collective bargaining agreement.

The Association takes the position that the City’s September 2000 bargaining proposal, deleting the language filling the positions of Detective and Safety Officers by promotion, shows that the City knew that it had to negotiate changing the Safety Officer position to an appointed position, but that proposal was never agreed upon and never incorporated in the parties’ collective bargaining agreement. 2/ Lastly, the Association takes the position that nothing in Article 33 or in the collective bargaining history nullifies the Article 26 language that requires the City to do what it should have done long ago, and that is to promote the Grievant to the Safety Officer position.

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*2/ There is no evidence in the record regarding a successor to Joint Exhibit One.*

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In conclusion the Association requests that the Arbitrator sustain the grievance and submits as the appropriate remedy an order that the City promote the Grievant to the Safety Officer position.

### City

The City takes the position that two critical articles of the parties’ agreement are in conflict: Article 26 provides that the Patrol Officer will be promoted to the position of Safety Officer as determined by the Chief of Police: Article 33 provides that a Patrol Officer is assigned Safety Officer-type duties. The City submits that the issue in this case is whether the City may assign Safety Officer duties to an Officer or whether the City is required to promote an Officer to the Safety Officer position. The City submits that the new language added to Article 33, resulting from the settlement of the previous grievance, is controlling in this dispute and not Article 26.

The City presents case law that when an agreement contains two conflicting articles the agreement is ambiguous and must be interpreted under applicable arbitration case law. The City submits that applicable contract interpretation standards support its position that the City may assign Safety Officer’s duties and that it need not promote an officer (Grievant) to the Safety Officer position. The City argues that the new language in Article 33 was adopted more



recently than Article 26, that the parties added the language to Article 33 as a result of the 1997 grievance settlement and therefore, the parties' past practice establishes that the City may assign the Safety Officer duties to an Officer.

The City recounts the 1997 discussions regarding Chief Ziegert's proposal to recreate the City's Safety Officer program and argues that the record, particularly the documentary evidence, proves that the only objection that the Association made to the Chief's Safety Officer job description, as an appointed position, was the Association's understanding that the Safety Officer (Grievant) would work an 8:00 a.m. to 4:00 p.m. shift. The City submits that Association President Dewitt in his 9-2-97 letter (Jt. 8) to Chief Ziegert states as their only concern that "it is our understanding that Officer Webster will work 8:00 a.m. to 4:00 p.m. when assigned the Safety Officer duties." The City submits that the Association's letter to Chief Zeigert clearly and unequivocally establishes that the Grievant will work an 8:00 a.m. to 4:00 p.m. shift and that the City may assign Safety Officer duties to Officer Webster. The City further argues that the Association's letter did not in any manner take issue with the job description of the Safety Officer which clearly provides that it will be an appointed position.

The City lastly argues that the Association has acquiesced to the City's determination to appoint Safety Officer duties to a Patrol Officer rather than promoting an officer to the permanent position. Discussing applicable case law, the City points out that in 1997 the Association did nothing to challenge the City's position that it was not going to promote an Officer to Safety Officer but assign those duties on a temporary basis. The City avers that the record establishes that in 1998 the City informed the Association that "the City is currently compensating Robert Webster at the Safety Officer rate under a temporary appointment to that position." (Jt. 9) The City argues that as of that letter, almost a year after the initial announcement of the change in the Safety Officer position status, the Association knew that the City was taking the position that Safety Officer was a temporary appointment and yet the Association refused to either take its grievance out of abeyance at that point or file an entirely separate grievance. The City submits that by remaining silent the Association acquiesced to the City's position that it could assign Safety Officer duties to the Grievant; the Association accepted the City's conduct as a mutual and binding practice. The City further bolsters the acquiescence argument by pointing out that in a January 24, 2000, labor/management meeting, the City again reminded the Association that the Safety Officer position, in response to the question of whether it would be made a permanent position, would remain an assigned position until further notice. The City submits that even then the Association did nothing to challenge the City's position.

Lastly, the City argues that its proposal to eliminate the Article 26 promotion language, as it relates to Detective and Safety Officer, was only to recognize that the 1998-2000 labor agreement (Jt. 1) language presented a conflict between Article 26 and Article 33. The City argues that its proposal was only to clarify the agreement between two conflicting articles and does not prove that the City believed that it was required to promote an individual into the Safety Officer position.

In conclusion, the City asserts that the standards of contract interpretation prove that the City may assign Safety Officer duties to the Grievant, as it has done from the 1997-1998 school year to present, and that the Association failed to challenge the City's decision, a silence that clearly establishes that the Association acquiesced to the assignment of Safety Officer duties. The City requests the Arbitrator to dismiss the grievance in its entirety.

### DISCUSSION

This arbitration involves an interpretation of the parties' labor agreement. The two pertinent provisions of the agreement that are the substance of the dispute are Article 26, which requires that an officer be promoted to the position of Safety Officer and Article 33 which states that Safety Officer duties are assigned to an officer. The Association states that Article 26 controls and the Grievant should be promoted immediately to the Safety Officer position which he has held on a temporary basis for almost four years. The City takes the position that Article 33 controls and the Chief of Police can and has assigned Safety Officer duties to the Grievant without promoting Grievant to a full time position.

The City does not rely on the Reserved Rights Article of the Agreement, and the Association only mentions it to the extent that the City cannot exercise a right that is in conflict with a specific provision of the Agreement, in this case, Article 26. (Jt. 1) The City argues that the two provisions are in conflict, thereby, supporting the City's argument that the agreement is ambiguous. Certainly the two provisions on their face could be considered in conflict. Article 26 requires the Safety Officer position to be filled by the Chief by promotion, affording the officer certain protections under the Agreement. Article 33, however, allows the City to assign Safety Officer duties to any officer without any necessity of promotion to the full time position. The two provisions could be harmonized by finding that there will be a full time Safety Officer who receives the position through promotion (Art. 26), and Article 33 merely means that other officers can be assigned Safety Officer duties on an as needed basis, for example when the regular Safety Officer needs help or is absent. If this analysis were all that was before me, I think the Association might have a stronger case but such is not the situation.

The parties do not dispute most of the facts in this matter which are established by various documents, primarily contained in Joint Exhibit 8. There is little issue that historically up to 1997 the position of Safety Officer (hereinafter simply referred to as position) was a full time position held by a number of officers. There is no dispute that in 1997 the Chief of Police intended to change that situation by creating a safety officer coordinator and several assistant positions. More importantly, the position was to be appointed for a two year period. The Association responded but did not specifically challenge the Chief's plan to assign or appoint the position but only requested bargaining on the impact, which the City agreed to. (Jt. 6 & 7) The Association confirmed this request to bargain impact in its undated grievance of 1997. (Jt. 8)

The parties did bargain which was confirmed in the record by a June 11, 1997 scheduling letter from the HR Director to the Association President. (Jt. 8) The results of the bargaining were confirmed in a letter dated June 26, 1997 from the Chief to Association President Ostram which summarized in some detail the Chief's understanding of what had been agreed to in the June 26 bargaining meeting. (Jt. 8) The Chief's letter makes clear that no longer would an officer be promoted to the position but would be appointed to the duties of Safety Officer for a two year period and that the officer could be removed for cause including a negative performance evaluation. It is at this point that the parties disagree on a key issue and that is whether this bargaining meeting and the Chief's letter resolved the grievance. The City argues the grievance was settled and the Association argues that it was not settled.

The resolution of the grievance issue evidently was still before the parties at their August 27, 1997 labor/management meeting. On August 27<sup>th</sup> the Chief wrote Association President Dewitt asking what was the current status of the grievance and what the Association considered were the particulars of the position. (Jt. 8) Dewitt responded with a September 2, 1997 letter saying the grievance was held in abeyance to give the City latitude in getting the program running. The only specific item mentioned in this letter were the hours the Grievant would work "when assigned to Safety Officer duties." (Jt. 8) At this point, I find that the Association would have to have had clear knowledge that the Chief did not intend to promote Grievant to the position but only intended to appoint Grievant to the position under the plan clearly spelled out in the job description for the Safety Officer contained in the Chief's June 26, 1997 letter. It is also notable that in his September 2, 1997 letter to the Chief, Dewitt uses the word "assigned" when speaking of Grievant's assignment to Safety Officer duties.

I agree with the Association that there appears not to have been a settlement of the Association's 1997 grievance, but I am not sure that is of much help to the Association. As the City argues, there is the doctrine of acquiescence, and I believe the Association in August of 1997 took the first step in violating that doctrine. I also find that there was no agreement between the parties to hold the grievance in abeyance, only the declaration by the Association.

In a June 17, 1998, the City confirmed that it was paying the Grievant the position rate as called for by the labor agreement. More importantly, the letter from the HR Director stated that Grievant was receiving the pay "under a temporary appointment to that position." (Jt. 9) At this point in time the Association again knew that Grievant was not going to be promoted to the position. The Association did not respond. I cannot but wonder why the Association continued to hold its 1997 grievance in abeyance if it objected to the appointment of Grievant to the position rather than promoting Grievant to it. I find that by this time it would be reasonable on the City's part to assume the grievance was resolved, particularly as to the assignment part of the Chief's restructuring of the position.

Further confirmation of the City's position came during a labor/management meeting on January 24, 2000 when in response to a specific Association question, whether the position

would be made permanent, the City responded that it would continue to remain an assigned position until further notice. (City 1) The Association did nothing to challenge this position by bringing forward their 1997 grievance or instituting a new grievance. Perhaps the Association thought that eventually the Chief would make the Grievant's job permanent. There is nothing in the record to indicate why the Association, almost three years later, continued to not challenge the City when I believe the passage of time and significant evidence made it clear that the City had no intention of promoting Grievant to the position.

It was not until the current grievance subject of this arbitration was filed on December 29, 2000 that the Association challenged the temporary assignment of Grievant to the position. (Jt. 2) I agree with the City that the Association violated the acquiescence rule. I do not find that the Association acted in bad faith. However, there is good reason for the rule. It prevents one party from ambushing another by holding back until a more convenient or strategic time a challenge to another party's action or reliance. I believe it is reasonable to assume that the City's continued position regarding the Safety Officer position and the Association's lack of a challenge allowed the City to reasonably assume that it was not in violation of the labor agreement in changing the position from one filled by promotion to one filled by assignment. I believe the Association had an obligation that if it did not agree with the City's actions it could not wait over three and one half years to challenge that action. As I said earlier, while I agree there was no mutual settlement of the 1997 grievance, there also was no agreement between the parties that the Association could hold its grievance in abeyance allowing the Association to challenge the City's revamping of the position any time that it wished.

The Association introduced a City bargaining proposal for a successor or 2001 agreement to the current agreement (Jt. 1) to argue that this was evidence that the City knew it could not just assign the position but had to promote an officer to it. (Jt. 11) The meaning of that proposal both parties seem to agree was to delete the language in Article 26 that the Safety Officer position would be filled by promotion. The City counters that given the fact that the Article 33 assignment language was negotiated in the current agreement and therefore came later than the Article 26 language all the City was trying to do was clear up conflicting language. 3/ As I have noted above, there is no evidence in the record that a successor agreement to Joint Exhibit one has been negotiated nor is there evidence on the status of bargaining on any specific proposals.

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*3/ Only Inspector Rude testified as to any bargaining history. Rude (a member of the City's bargaining team) testified that the reason for the City's proposal to change the language of Article 26 (Jt. 11) was that the City "looked at the Safety Officer position as an assignment starting with Grievant, not as a promotion." Rude further testified that the Article 33 language was added to include the Safety Officer shift schedule when Grievant or any other officer was assigned the Safety Officer duties.*

I further find that the fact that the Article 33 language assigning the Safety Officer duties to an officer was placed in the agreement (Jt. 1) covering the years 1998-2000, after the City's alteration of the position in 1997 and the ensuing discussions, lends weight to the City's argument that the Article 33 language meant the Safety Officer duties could be assigned.

I do not reach all of the City's arguments as I find that the Association acquiesced, by its inaction, to the City's decision in 1997 to assign the Safety Officer duties to an officer, the Grievant, rather than promote Grievant to the position. A party to a labor agreement, in this case the Association, has an obligation to pursue a remedy if it believes the other party, in this case the City, has failed to live up to the labor agreement. In the alternative, in this case, the Association needed to secure an agreement from the City that it could challenge the City's decision at any time. The Association therefore has failed to meet its burden to prove a contractual violation by the City.

Based on the foregoing and the record as a whole I issue the following

**AWARD**

The City did not violate the labor agreement by its failure to promote the Grievant to the position of safety officer. The grievance is denied

Dated at Madison, Wisconsin this 17th day of July, 2001.

Paul A. Hahn /s/

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Paul A. Hahn, Arbitrator

