

BEFORE THE ARBITRATOR

In the Matter of the Arbitration of a Dispute Between

MILWAUKEE COUNTY

and

MILWAUKEE DEPUTY SHERIFF'S ASSOCIATION

Case 624

No. 67050

MA-13729

(Welniak Grievance)

Appearances:

Timothy R. Schoewe, Deputy Corporation Counsel, 901 North 9th Street, Room 303, Milwaukee, Wisconsin, 53233, on behalf of Milwaukee County.

Mathew L. Granitz, Attorney at Law, Cermele & Associates, S. C., 6310 West Bluemound Road, Suite 200, Milwaukee, Wisconsin, 53213, on behalf of Milwaukee Deputy Sheriff's Association and Richard Welniak.

ARBITRATION AWARD

Milwaukee County and the Milwaukee County Deputy Sheriff's Association are Parties to a collective bargaining agreement which provides for the final and binding arbitration of certain disputes. The Association filed a request to initiate grievance arbitration with the Wisconsin Employment Relations Commission for arbitration of a grievance filed by the Association concerning the discipline of one of its members, Richard Welniak, herein Welniak or the Grievant. The Commission designated Paul Gordon, Commissioner, to serve as arbitrator. Hearing was held on the matter on October 11, 2007 in Milwaukee, Wisconsin. No transcript was prepared. The Parties filed written briefs and the record was closed on December 7, 2007.

ISSUES

The Parties did not stipulate to a statement of the issues. The Association states the issues as:

Did just cause support the rule violations as charged?

If so, did just cause support a two day suspension? And if not, what is the appropriate remedy?

The County states the issues as:

Did just cause exist for the finding of a violation of rules cited?

If so, did just cause exist to suspend Deputy Welniak (Welniak) for two (2) days? If not, what remedy.

Both Parties' statement of issues reflects a just cause standard for both a violation of rules and the level of discipline, if any. Whether there is just cause for these matters is better reflected in the County's statement of the issues.

BACKGROUND AND FACTS

The Milwaukee County Sheriff's Department has established rules and regulations which govern the conduct of its employees. Milwaukee County has civil service rules which also govern its employees. The management rights clause in the Parties' agreement reserves in the County the right to make reasonable rules and regulations relating to personnel policy, procedures and practices and matters relating to working conditions, giving due regard to the obligations imposed by the Parties' collective bargaining agreement. Among those are the following:

Milwaukee County Sheriff's Department Rules and Regulations

1.05.14 Efficiency and Competency

Members shall adequately perform reasonable aspects of police work: such expected aspects include, but are not limited to: report writing, physical intervention, testimony, firearms qualification and knowledge of the criminal law.

Milwaukee County Civil Service Rule VII, Section 4(1)

(l) Refusing or failing to comply with departmental work rules, policies, or procedures;

. . .

(u) Substandard or careless job performance.

These rules and regulations were in effect at all material times herein.

Grievant has been employed by the Milwaukee County Sheriff's Department for a little over nineteen years. He worked as a Deputy in the Courts, Airport, Patrol and at the Jail doing various assignments. He has no record of previous discipline. Among his assignments at the Jail was jail records, which he started about two weeks before the incident involved in the grievance. He received training in his duties for jail records.

Jail records duties are a second step in certain record keeping, the first being performed by a Booking Clerk. When booking inmates into the jail the Booking Clerk takes certain information from paper documents and enters it onto several fields in a computer screen for electronic records purposes. This can include, among other things, the amount of a fine, if any, the length of sentence, if any, and the amount of bail, if any. The paperwork is put into a packet and this packet is provided to a jail records deputy, in this case the Grievant. The Deputy then "breaks down" the packet to check to see that all the necessary documentation is there, and enters certain information, such as good time, if needed, to the same or related fields on the same computer screens prepared by the Booking Clerk. Items that can and do appear in the packet are arrest warrants, judgments of conviction, commitment sheets, arrest detention reports (ADR), and other things. One of the duties of the Deputy is to review the packet information against the information entered into the computer screen by the Booking Clerk to check for accuracy.

When the Deputy is finished with the packet the documents go back into a plastic container and are placed in a box from which records clerks then take the packets and file them in active ADR drawers. The Judgment of Conviction goes into a cabinet. Inmates can be transferred at some point to the House of Corrections. The decision of which inmates to transfer to the House of Corrections is based, in part, on the commitment information. This decision is not made by the Deputy performing jail records duties. Once in the House of Corrections, inmates are eventually released based, in part, on the information in the computer system. The Deputy performing the jail records duties does not make decisions for release from the House of Corrections.

Grievant was working jail records on March 1, 2007 when an inmate was booked into the jail on a disorderly conduct warrant. The warrant and the arrest detention report stated he had "25 days straight time." The Judgment of Conviction states the commitment is for 25 days. In addition he had a \$150.00 fine. The information in the paperwork was correct. The Booking Clerk incorrectly entered information into the fields on the computer screens. The Clerk incorrectly entered into the CC25 screen "FINE OR 25 DAYS". The records packet was then given to Grievant by the Clerk. Grievant broke down the packet. In doing so he also pulled the CC25 screen. He saw the Clerk's entry of FINE OR 25 DAYS, figured the good time the inmate would have and entered the good time onto the CC25 screen. He was busy that night. He did not read all of the information in the packet and compare that to Booking Clerk's entries to check for accuracy. The inaccurate information as to FINE OR 25 DAYS remained in the computer system. The packet was then routed to be filed.

At some later point the Jail classification personnel chose that Inmate to be transferred to the House of Corrections based on the commitment. The Inmate was transferred to the House of Corrections and later released from there based on the inaccurate data entry completed on the CC25 screen. This release was seven days early because of, at least in part, the inaccurate information on the CC25 screen.

Grievant first became aware of the improper release when the Records Commander, Sergeant McKenzie, told him what happened and pointed out the mistake. Grievant responded: "Yes, it appears that I had made a mistake. And ah, I, I was probably in a rush workin' too fast, you know, it's' cause we, we're swamped all the time, and you know, I, I'm, I probably made the assumption that the records per-, clerk put in there was true and accurate. And I shouldn't a done that. I should have looked at the commitment, but I didn't." McKenzie responded that he was right, don't do it again, don't worry about it and, its no big deal. McKenzie is not authorized to discipline Grievant. There is no record that this conversation between Grievant and McKenzie was disciplinary in nature.

After an Internal Affairs investigation into the matter the Booking Clerk received a one day unpaid suspension and Grievant received a two day unpaid suspension. Grievant received a Notice of June 5, 2007. The Notice of Suspension contained the following:

ATTACHMENT TO COUNTY OF MILWAUKEE
NOTICE OF SUSPENSION

On Monday, March 12, 2007 Internal Affairs received an Authorization for Investigation request written by Captain Kevin Nyklewicz relative to Deputy Richard Welniak. The investigation involves the improper release of Inmate Eddie L. Norwood, M/B, DOB: 01/09/44 from the House of Correction.

Inmate Eddie Norwood was booked in to the CJF on March 1, 2007 on a warrant for Disorderly Conduct. The ADR as well as the warrant stated, "25 days straight time." The Judgment of Conviction states the commitment is for 25 days. In addition to the 25 days, Inmate Norwood is to pay a fine of \$150.00

Booking Clerk AC2 Antwaunette Harris entered into the computer (CC25 screen) "Fine **OR** 25 days". Deputy Welniak, working as the Jail Records officer, broke the booking packet down and added to the CC25 screen the good time credit for Inmate Norwood. He did not check/amend the error listed by CA2 Harris.

Inmate Harris (sic) was subsequently transferred to the HOC and was released by HOC staff based on the data entry completed by CA2 Harris on the CC25 screen.

CJF Classification personnel chose Inmate Norwood to be transferred to the HOC based on his commitment. There is no check in place as with a normal release from custody to make sure that the release and charge information is correct prior to the transfer of inmates to the HOC. The following rules are

MSCO Rule: 1.05.14 – Efficiency and Competence and Milwaukee County
Civil Service Rule VII (4) (1)

- (l) Refusing/failing to comply with departmental work rules, policies, or procedures;
- (u) Substandard or careless job performance.

Deputy Welniak was assigned as the Jail Records officer, tasked with the breakdown of Inmate Norwood’s booking packet. In doing so, he did not read the Judgment of Conviction, the ADR, or the warrant confirmation and compare the information to the CC25 screen, which he updated with the good time.

(emphasis supplied)

There have been prior instances where Deputies have been disciplined for rule violations, including Efficiency and Competence, resulting in inmates being improperly released early. These are known as “bad releases.” Deputy Michalski has been suspended for two days for a bad release. Deputies Wargolet, Jackson, D’Amato, and Gleason each received a one day suspension for bad releases in 2006. Some of these also involved clerical employees and some did not. A Deputy working in the courts received a written warning for improper paperwork that involved a bad release. There are other disciplines for bad releases that are not of record.

The Association filed a grievance over the suspension which was denied by the County. This arbitration followed. Further facts appear as are in the discussion.

POSITIONS OF THE PARTIES

County

In summary, the County argues that the question of just cause for rule violations has already been answered in the affirmative as Grievant concedes this in both his testimony and his statement to Internal Affairs. The only true remaining issue is that of disposition. The Union intimated that a one day suspension was appropriate given the Union’s discovery of four orders of suspensions for a single day for a “bad release”. The Union search was not exhaustive in that other deputies, namely Michalski, had been similarly suspended for two days.

The County argues that the Union intimated that Grievant had been disciplined when he spoke with Sergeant McKenzie. But, no record of discipline exists. There is no corroborating evidence. McKenzie is in the same Union as Grievant and it was shown that she did not and could not impose discipline.

The County also argues that the Union did not present evaluations designed to show that Grievant was a superior employee. He is a veteran officer with over nineteen years of service and previously worked in the Jail and courts. He readily knew the difference between fines and bail, the source of the error. He offered that he made a mistake and that he ought not to have handled the inmate's record as he did.

The County further argues that in this case, as opposed to the other cases cited by the Union, other employees were involved. The responsible Deputy, Grievant, is ultimately responsible as the final check on record accuracy and completeness. In the other cases no other employees were involved. Captain Richards also averred that where there is greater responsibility, greater accountability is also conferred. The clerk had partial responsibility and was likewise held accountable. Given their duties and responsibilities, deputies are held to higher standards.

Association

In summary, the Association argues that just cause does not support the rule violations as charged. The record does not sufficiently link Grievant's conduct to any of the charged rules. The evidence confirms he did not violate any of the charged rules. The County bears the burden of proof and it has not met its burden. The county failed to prove Grievant's conduct resulted in the early release. Harris' error resulted in Norwood's early release. Contrary to the County's contentions, the rule violations occurred at the moment when Harris erroneously entered information on the CC25. The rule violations occurred before Grievant came into contact with Norwood's jail information packet. Grievant cannot reasonably be held accountable for Harris' error. Grievant had no control over decisions made by House of Corrections. The County bases its argument on the mistaken belief that Grievant's actions resulted in Norwood being released early. This is incorrect. Grievant did not decide to transfer Norwood to the House of Corrections and did not decide to release him from the House of Corrections. The decision to release Norwood is outside the scope of Grievant's responsibilities.

The Association argues that just cause does not support a two day unpaid suspension. If just cause does support one or more rule violations then Grievant contends that just cause does not support the level of discipline imposed. The discipline should reflect Grievant's record of service, comparable disciplines, and the verbal reprimand he received. A past disciplinary history is frequently a major factor in determining whether the discipline is appropriate. Arbitrators commonly reduce discipline for employees who have good employment records. Unblemished length of service is a definitive factor that weighs in an employee's favor, citing arbitral authority. Grievant's record is void of any discipline whatsoever. He has no previous suspensions or written reprimands. He has never been charged with violating a rule. He has been a Deputy for approximately nineteen years. He

to incur the personal monetary loss of two days wages for the very first rule violation that has ever been sustained against him. Discipline must be consistent with all employees involved. Harris received a one day suspension when her error ultimately resulted in Norwood's early release. There is no justification for Grievant receiving a harsher discipline than Harris. Comparable disciplines for other early releases in the past year confirm Grievant's suspension is inappropriate. Four other Deputies all received one day unpaid suspensions. All of them violated three rules, while Grievant is alleged to have violated only one. Thus Grievant's suspension is inconsistent with past practice. And, once discipline is imposed, it cannot thereafter be increased. Sergeant McKenzie called Grievant into her office and explained what must be done to prevent future occurrences. This was a verbal warning. Thus, the subsequent two day suspension is additional discipline imposed for the same conduct. Therefore, it must be reduced.

The Association reiterates that the County has not met its burden of proof. Grievant never admitted to violating rules. He admitted to breaking down the jail information packet after someone else entered incorrect information. He admitted to being involved. He did not admit violating any of the rules. The distinction is critical. Without an admission the employer must prove a rule violation. It has not. Grievant was not present when the error was entered into the computer system. He had no knowledge. He is being disciplined for another's conduct. Just cause does not permit the County to hold Grievant responsible for another's conduct. Comparable discipline confirms that a two day suspension is unwarranted. The County never refuted the validity of the comparable disciplines introduced. The County did not introduce any comparable disciplines besides that of Michalski. The Sheriff historically levies one day suspensions for involvement in early release. This standard should apply here. Grievant's prior record must be considered. A two day unpaid suspension is too harsh for his first sustained rule violation. And, Grievant was previously disciplined. Evidence confirms this with Richard's mention of Grievant's discussion with McKenzie in her investigative brief. Grievant referenced his meeting with McKenzie in his internal affairs statement, and he testified credibly to this meeting at the hearing.

The Association requests the rules charges be rescinded. Alternatively, the level of punishment should be reduced.

DISCUSSION

There are no substantial fact issues in this case. The basic facts are that Grievant, a Deputy working jail records, did not read all the written information in the booking packet of an inmate to compare that with information on the computer system to check for errors that might have been made by the Booking Clerk. The Clerk had made an error in entering important data from the written material into the computer system on what is known as the

days. The Booking Clerk had incorrectly entered "FINE OR 25 DAYS". It is part of Grievant's jail records duties to review the written paperwork and compare it to the CC25 screen for accuracy. When Grievant did not read and compare the information, and thus did not correct the information, the incorrect information on the CC25 screen was later used, at least in part, by the House of Corrections personnel in improperly releasing the inmate seven days early. Grievant has been a Deputy in the Department for over nineteen years and has no record of prior discipline. Other disciplines of record of Deputies for what are known as "bad releases" range from a written warning to a two day unpaid suspension, and also include one day suspensions. Grievant received a two day unpaid suspension. The Booking Clerk received a one day suspension. The Grievance challenges whether there is just cause for imposing discipline, and if so whether there is just cause for a two day suspension.

The Parties did not point to a definition of just cause in the collective bargaining agreement and they did not stipulate to a definition of just cause. Generally, just cause involves proof of wrongdoing and, assuming guilt of wrongdoing is established and that the arbitrator is empowered to modify penalties, whether the punishment assessed by management should be upheld or modified. See, *Elkouri & Elkouri, How Arbitration Works*, 6th Ed., p. 948. In essence, two elements define just cause. The first is that the employer must establish conduct by the Grievant in which it had a disciplinary interest. The second is that the employer must establish that the discipline imposed reasonably reflects its disciplinary interest. See, *AMERIGAS PROPANE*, A-6129 (Gordon, April, 2006). Although the agreement here does not specifically provide for modification of penalties, the finding of a just cause standard includes the ability to consider the level of discipline, if any, for which there is just cause to impose. See, *BIG BUCK BUILDING CENTERS, INCORPORATED*, A-6354 (Gordon, July, 2007). See also, *MILWAUKEE COUNTY*, MA-13562 (Gordon, August, 2007).

As noted above, the essential facts are not in dispute. The County has established the conduct it alleges. Much of this is substantiated by the statements and testimony of Grievant himself. He did not look at all the necessary paperwork. He did not compare the information in the paperwork to that entered by the Booking Clerk on the CC25 screen. He did not check the CC25 screen against the paperwork for accuracy. This is part of his duties in jail records. The CC25 screen contained inaccurate information as to Fine or 25 days. The undersigned is also convinced by the record evidence that the inaccurate information, and the failure of Grievant to check for and correct that inaccurate information, was later used by the House of Corrections in the improper release of the inmate seven days early.

The Association argues that Grievant did not make the initial error in the data entry, he did not make the decision to transfer the inmate to the House of Corrections, and he did not make the actual release of the inmate or the decision to release the inmate. The record evidence actually supports those conclusions. They are also not dispositive as to whether Grievant violated the Department and County Rules. Other jail and House of Corrections

making their decisions on transfer and release. It is very important that the information concerning inmates is accurate. It is the accuracy of this information and Grievant's duty to check for accuracy of that information before others use it which is the basis for the County's case. The County's position is correct. It is Grievant's job to check for accuracy by comparing the written information to the CC25 information entered by the Booking Clerk. It is his job to catch any errors the Booking Clerk may have made. This is what he did not do. This is what he was disciplined for. The fact that others transferred and released the inmate does not mean that Grievant did not fail to perform the duties of jail records which he knew he was supposed to do. Grievant points out that he was busy that night and referred to being swamped all the time. That may very well be true. It does not relieve him from performing his duties. Even though busy, there is no evidence in the record which suggests he could not have actually read all the necessary documents and compared them to the CC25 to check for accuracy or that anything prevented him from doing so.

The County has an interest in this conduct. The County certainly has an interest in seeing that the Judgment of Conviction in any case is carried out. The County certainly has an interest in seeing that sentences of inmates are carried out. The County must also certainly have an interest in seeing that this type of information is accurately kept and reflected in the reports and information, including electronically recorded information, which its employees use and rely on in carrying out Judgments of incarceration. The County has an interest in having methods and procedures for its Deputies, including those doing jail records, to check for accuracy, including a double check of the Booking Clerk entries by the jail records Deputy. The duty of the jail records Deputy is designed, in relevant part, to specifically check for that. The County does have a management right to make reasonable rules and procedures in carrying out its functions, and has promulgated County Civil Service Rules and Sheriff's Office Rules and Regulations. The duties of a Deputy working jail records are covered by the Rules and Regulations alleged to have been violated in this case. Those are:

Milwaukee County Sheriff's Department Rules and Regulations

1.05.14 Efficiency and Competency

Members shall adequately perform reasonable aspects of police work: such expected aspects include, but are not limited to: report writing, physical intervention, testimony, firearms qualification and knowledge of the criminal law.

Milwaukee County Civil Service Rule VII, Section 4(1)

- (l) Refusing or failing to comply with departmental work rules, policies, or procedures;

. . .

The County has an interest in seeing that these rules and regulations are carried out and that the duties of a Deputy working jail records performs the duties for that position.

Grievant did not perform important duties required for jail records. This has a direct result in the improper early release of an inmate. Thus, the County has established conduct on the part of Grievant in which it has a disciplinary interest. To read and check the written records against the CC25 Booking Clerk information is a reasonable aspect of jail records work and is a type of record keeping close to and similar to report writing. Grievant did not do this. The County has established a violation of Sheriff's Department Rules and Regulation 1.05.14 Efficiency and Competency. The Civil Service Rules require Deputies to comply with policies and procedures. It is the policy and procedure in jail records to read and check the written records against the CC25 information for accuracy. Grievant did not do this. The County has established a violation of Civil Service Rule VII, Section 4(1)(l). To read and check the information for accuracy is a jail records duty reflecting a standard of job performance. Grievant did not meet that standard. The County has established a violation of Civil Service Rule VII, Section 4(1)(l). The County established conduct of Grievant which is just cause to find violations of the three Rules as charged in the Notice of Discipline. The County has established just cause for discipline.

The Association challenges whether there is just cause for a two day suspension here. Their first challenge is the contention that Grievant was already disciplined through the discussion that Sergeant McKenzie had with him in bringing this matter to his attention. The Association argues that this was a verbal warning and prevents issuance of the further discipline with the suspension. The Association's argument is not persuasive. This was not discipline and is not a bar to the suspension. There is no evidence that she even used the word "warning" or said anything that can reasonably be construed as a warning. It is part of McKenzie's job as Records Commander to discuss and instruct Deputies in their duties and procedures. This is not discipline. McKenzie, who is in the same bargaining unit as Grievant, is not authorized to issue discipline and no disciplinary record of her conversation with Grievant exists. There is no evidence that she was directed by the Sheriff or anyone on the Sheriff's behalf to administer discipline. Without authorization to issue discipline there could have been no discipline, and there was none in this instance.

The Association, pointing to other cases of one day suspensions for bad releases, contends Grievant's suspension is inconsistent with past practice. However, no binding past practice of a one day suspension for a bad release has been established here. In order for a past practice to become binding as part of a collective bargaining agreement, such practice must be well established. As in *Elkouri & Elkouri, How Arbitration Works*, (6th Ed.) pp. 605 - 609, a past practice, to be binding, must be unequivocal, clearly enunciated and acted on, readily ascertainable over a reasonable period of time as a fixed and established practice accepted by both parties. None of these attributes of a past practice has been demonstrated by the Association. The fact that bad release disciplines have ranged from a written warning to a two day suspension alone eliminates the possibility of a binding past practice of a one day

suspension here.

The Association challenges the severity of the two day suspension, citing Grievant's lack of prior discipline in over nineteen years, the issuance of only one day suspensions or less in several other bad release cases, and the Booking Clerk's one day suspension for the same incident.

Grievant's prior length of service without prior discipline does stand in his favor. He also readily accounted for his actions and was not evasive in acknowledging that he made a mistake. From all appearances he is capable of correcting his actions in performing jail records duties. Although he did not admit that his actions were a violation of any rules, the above analysis demonstrates that he did violate three rules. The Parties do not point to any general order or regiment of discipline that is required by the collective bargaining agreement. Generally, progressive discipline can range from verbal warnings or disciplinary counseling up to and including immediate discharge, depending of the circumstances. Just cause considerations generally take this range of potential penalties into account. It is noted here that among the circumstance of the case is the improper release of an inmate. This is very important. Inmates are to be incarcerated because the judicial system has determined a legal need to do so based upon legal and public policy considerations. It is not difficult at all to understand that an element of danger to society and the judicial system exists if inmates do not serve their sentences. More work is added to a jail system which even Grievant recognizes is "swamped". This is the first time Grievant has violated rules implicating these circumstances. The Association argues that Grievant is alleged to have violated only one rule. This is incorrect. The attachment to the Notice of Suspension specifically refers to all three rules analyzed above. As noted above, three rules were violated by Grievant's conduct. His employment was not terminated, he was not demoted, and the length of suspension was near the minimum that might be possible. Standing alone, a suspension is not unreasonably related to the conduct and disciplinary interests established here.

The Association points out the several other one day suspensions and the written warning given to other Deputies for bad releases. But, as the County points out, there has also been a two day disciplinary suspension of a Deputy in another recent bad release case. Thus, disciplines for bad releases have fallen in that range on this record. The suspension here is not out of that range. In view of this and the considerations immediately above, it is difficult to find Grievant's discipline not reasonably related to the conduct that has been established. Given the lack of a disciplinary or due process schedule of violations and commensurate discipline set out in the collective bargaining agreement, it is difficult to review discipline with mathematical precision. That is not what is required in a just cause analysis. Rather, the issue is whether the discipline is reasonable. This certainly does afford some leeway to the employer, provided the discipline is not unreasonable. Arbitrators take very seriously the matter of the review of penalties imposed by management. Some views are more restrictive, some less. See, *Elkouri & Elkouri, How Arbitration Works*, 6th Ed. pp. 958-962. Even though others may have received lesser discipline for bad releases, Grievant's suspension does not exceed that in at least one other case and it is reasonably related to the disciplinary interest of

A similar challenge is raised by the Association in that the Booking Clerk, who is represented by a different labor organization, only received a one day suspension for making the initial erroneous entry. The County counters that Grievant, as a Deputy, has more responsibility in this instance and that carries with it greater disciplinary accountability. Arbitrators analyze situations where employees receive different disciplinary treatment for similar offenses by examining whether the employer had a valid reason for treating employees differently. See, *Brand, Discipline and Discharge in Arbitration*, p. 83. Often these differences can be length of service, prior disciplines, degree of culpability, and other things. Here, differences do exist between Grievant and the Booking Clerk. Grievant, a Deputy, is in a relatively higher level of responsibility than the Clerk. This distinction is not shocking. And it is specifically part of his duties to check for accuracy of the Booking Clerk's data entry. The Clerk made an error in doing her job. Part of Grievant's duties in jail records is specifically designed to look for and correct any such errors. Grievant did not just make an error doing his job, he did not check the paperwork against the CC25 screen as his duties require. He did not do this part of his job at all. Contrary to the Association's argument, he is not being disciplined for the Clerk's conduct. These two distinctions may each be slight but, together they are a valid reason for treating the two employees differently.

Given all of the above, the two day suspension is reasonably related to the County's disciplinary interest. There was just cause for the two day suspension.

Accordingly, based upon the evidence and arguments of eh Parties I issue the following

AWARD

The grievance is denied and dismissed.

Dated at Madison, Wisconsin, this 25th day of March, 2008.

Paul Gordon /s/

Paul Gordon, Arbitrator

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