

BEFORE THE ARBITRATOR

 :
 In the Matter of the Arbitration :
 of a Dispute Between :
 :
 POLK-BURNETT ELECTRIC COOPERATIVE : Case 18
 : No. 45946
 and : A-4801
 :
 INTERNATIONAL BROTHERHOOD OF ELECTRICAL :
 WORKERS, LOCAL NO. 953 :
 :

Appearances:

Weld, Riley, Prenn & Ricci, S.C., Attorneys at Law, 715 South Barstow Street, P.O. Box 1030, Eau Claire, Wisconsin 54702-1030, by Mr. Stephen L. Weld, appearing on behalf of the Company.
Previant, Goldberg, Uelmen, Gratz, Miller & Brueggeman, S.C., Attorneys at Law, 1555 North Rivercenter Drive, Suite 202, Milwaukee, Wisconsin 53212, by Ms. Marianne Goldstein Robbins, appearing on behalf of the Union.

ARBITRATION AWARD

Polk-Burnett Electric Cooperative, hereinafter Cooperative or Company, and the International Brotherhood of Electrical Workers, Local No. 953, hereinafter Union, are parties to a collective bargaining agreement which provides for final and binding arbitration of grievances by an arbitrator appointed by the Wisconsin Employment Relations Commission. Pursuant to said agreement, the Union requested the WERC to appoint a member of its staff as arbitrator in the captioned matter. The Company concurred in the Union's request, the Commission appointed the undersigned, and a hearing was held in Balsam Lake, Wisconsin on September 24 and October 16, 1991. A stenographic transcript of the hearing was made, and following receipt of the transcript the parties filed posthearing briefs by December 27, 1991.

ISSUE:

At hearing the parties stipulated to the following statement of the issue to be resolved by the Arbitrator:

Did the Employer terminate the Grievant, Allen Lindley on May 2, 1991, without just cause? If so, what is the appropriate remedy?

PERTINENT CONTRACT LANGUAGE

ARTICLE 2

MANAGEMENT RESPONSIBILITIES

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ARTICLE 2, SECTION 2.2 - DISCIPLINE - The maintenance of discipline is a responsibility of management. Therefore, the right to discipline (including discharge) employees shall remain with the Cooperative except that no discipline or discharge shall be made without cause. Any complaint as to the nonexistence of cause may be presented as a grievance.

BACKGROUND

The Polk-Burnett Electric Cooperative is in the business of distributing electrical energy to the counties of Polk and Burnett in northwest Wisconsin. The Cooperative employed the Grievant, Allen Lindley, from April of 1983, until his termination on May 2, 1991. Mr. Lindley was initially hired as a handyman. In March of 1984, he was promoted to the position of warehouseman, a position he held until his termination in 1991. After his promotion, and until February, 1990, the Grievant continued to perform handyman responsibilities as well as his warehouseman duties.

The evidence established that as early as fiscal year 1984, the Company's accounting firm, in its annual audit, was noting problems with the materials and supplies inventory control system. In each of its annual audits from 1984 through 1990, the accounting firm noted problems with physical inventory counts being at variance with perpetual inventory records and in each case a year end inventory adjustment was required because of a shortage or excess in the physical inventory. As a consequence of these continuing problems with the physical count, the Company created a committee of employees to study the inventory control procedures not only including the responsibility of the warehousemen, but also involving the clerical and accounting assistants' jobs affecting inventory as well. A consequence of that committee's work was a comprehensive position description for the Warehousemen, outlining the principal responsibilities of the job. This position description spelled out the Warehouseman's responsibilities in the areas of receiving, charge-outs and retirements. The Company's outside accounting firm had also made recommendations regarding changes in the physical inventory control system. Some of these changes were implemented, some were not. Despite the internal study committee's work and the outside accounting firm's recommendations, the inventory control system continued to be a problem for the Cooperative inasmuch as the physical counts did not match the perpetual inventory records and these variances continued to result in annual adjustments being required in physical inventory.

The Grievant was the Warehouseman during this entire period, and was responsible for maintaining the physical inventory and verifying that the actual physical inventory on hand matched the perpetual inventory records of material on hand. The Grievant was also aware, through conversations with his supervisor, that the Company was determined to eliminate the problems with the physical inventory system. He knew through these conversations that his supervisor believed not only was the Warehouseman's job in jeopardy, but also the supervisor's job was in jeopardy if the Warehouseman could not resolve the problems with the physical inventory. The Grievant acknowledged, as early as the fall of 1990, that the matter had become quite serious and he was aware that his job was in jeopardy.

On February 12, 1991, the Company's outside accounting firm provided the General Manager with a report of its findings resulting from a surprise physical inventory test count it had been asked to take on January 30, 1991. As noted in the report, the purpose of the surprise test count was "to determine if the new inventory procedures were being followed and if they were working." This report noted several problems the accounting firm uncovered during the test count. The report concluded:

Based on the above three comments, it is obvious the warehouseman is not closely monitoring inventory activity. Since the Warehouseman is responsible for recording inventory usage, returns, and purchases, it is important that he review inventory reports after posting to insure everything has been posted correctly.

Seven days after receipt of the accounting firm's letter, the Operations Manager, Lindley's supervisor, wrote him the following memo:

As you are keenly aware of, (sic) the control of all inventory has been an area of concern for the past several years. Polk-Burnett Electric Cooperative has been continually commented on and criticized by our independent auditing firm in that procedures need to be set forth, established, and followed to the letter, in order to eliminate the frequent and continuing errors found during physical count of the inventory when compared to the office records.

As you will recall, personnel involved in inventory and warehousing, including yourself, made an extensive effort in 1989 to discuss these problems, try to work out solutions and establish procedures for bringing into line daily control of the warehousing activities.

These procedures are as follows:

- 1) Elimination of all personnel being involved in receipt, handling, stocking, charging out, and returning materials to stock, other

than yourself, or individuals expressly authorized by you to carry out these procedures.

- 2) Purchasing gates to try to secure the small inventory items, in an attempt to assist you in controlling these items which previously had been available to all.
- 3) Changing the charge-out procedure so that all items leaving any PBEC storage facility would be accounted for as charge-outs immediately, rather than the previous practice of not recognizing these items as charged out until the job was completed.
- 4) Initiating a procedure where each vehicle was inventoried as a rolling warehouse, to assist you in identifying problem areas sooner, so they could be corrected immediately.
- 5) Any activity in the inventory and warehousing, whether it is purchasing, charge-out, restocking, transferring, invoicing, or adjustments, be entered into the Cooperative's record keeping system on a daily basis, so that a perpetual inventory could be maintained to assist you in your duties.
- 6) A procedure was developed for overhead wire that would be weighed upon receipt, tagged, and continued to be weighed following any usage on each reel. Underground wire was to be stocked and charged out according to footage markings supplied on the cable by the manufacturer. After any usage of each URD reel, comparison checks between used reel and job charge-out sheets are to be made.
- 7) Continuing support of your supervisors in instituting these and other workable procedures initiated by you was, again, a key factor in the ongoing control of the inventory and the performance of your duties.

To assist you in your warehousing control, the Cooperative has responded with time consuming, expensive committee input, has purchased gates and scales, and sent you to another cooperative to review their warehousing procedures. The decision to hire a full-time custodian was made, in part, to allow you to devote your entire time to your warehouse duties and responsibilities.

During the past year I have repeatedly talked with you

about your warehousing responsibilities. I have continually told you not to be involved in other Cooperative activities when your duties as Warehouseman have not been completed, or are in need of attention. This has taken a great deal of time for the Line Superintendent and myself, and we simply, because of other duties, do not have time to continue this. You are well aware of your responsibilities. You are, or should be, well aware that controlling both the line material and Member Services inventory at PBEC accurately entails counting, (sic) on going, fully dedicated attention on your part. You have the responsibility, we have given you the control and support, and you are compensated for the duties this position demands. I do expect that you will live up to these responsibilities and duties.

Allen, once again, to make this perfectly clear, I shall restate the general responsibilities and duties of your position as Warehouseman. It is your responsibility to:

- 1) Maintain an accurate and well-balanced inventory of materials and supplies needed by the Cooperative for all new construction, system improvement, ordinary replacement, and maintenance, installed by PBEC. The salvage and scrap of material and hardware shall be done on a daily basis, to keep a neat and orderly warehouse. This also includes control of materials purchased by the Member Services Department of PBEC.
- 2) With the help of the Line Superintendent, to have available to the appropriate personnel, all material they require in a timely manner.
- 3) To have an maintain an accurate perpetual inventory record-keeping system, to provide, in a timely manner, all information required by the Accounting Department, or any other department, that is needed to fulfill the requirements of PBEC.
- 4) To be in control, either directly or indirectly, of all stated materials and hardware owned by PBEC, regardless of warehouse or location.
- 5) To work with all PBEC personnel, and others, in a courteous, efficient manner, in the fulfillment of all your duties.

Attached to this memo is a copy of a letter from our auditors referencing a recent test of a few items of

the inventory items. (sic) As you can see, the auditors are displeased with these test results, and other items that they found. PBEC can no longer ignore or tolerate this type of situation. It must be corrected.

At his (sic) point, it is entirely up to you to accomplish these tasks. PBEC is going to get this situation under control; we hope with you as Warehouseman, but if you cannot accomplish these duties, or you are not willing to, be advised that we will place an individual in that position that will do the job.

Allen, it seems that our talks over the past two years regarding your duties and responsibilities as Warehouseman have not produced lasting improvement. After these discussions your interest and attitude toward your job does improve, but after a few weeks you slide back to a lower unacceptable level again. It seems you have an "I don't care attitude," which in any job situation is completely intolerable. I still maintain that the last thing I wish to do is to terminate you, but the complete job must be done, and continue to be done in the future. I will continue to support you in your efforts, and see that everyone does their job so as not to hinder your work; however, the main individual here is you, the Warehouseman. I am giving you until May 1, 1991, to accomplish and maintain, to the fullest extent, the procedures in this memo. You will be a full-time warehouseman (sic) every hour on the job; only when you have all areas of your job completed, and upon approval of the Line Superintendent or myself, shall you do anything, or help anyone, outside of your primary position. You can make the difference, if you desire to do so. I sincerely hope that you do.

Again, on March 25, 1991, the Company had its outside accounting firm perform another surprise test count of inventory both at its Siren and Centuria warehouses. 1/ Of the 13 items in the test count, six were found to be at variance with the perpetual inventory record at the Centuria warehouse and nine were at variance with the perpetual inventory record at the Siren warehouse as well as one item not being able to be located at the Siren warehouse. The following day, the Grievant discussed the previous day's test count with Operations Manager, Peterson. The Grievant stated he was unable to locate the #2 triplex and the general inventory processing system was also discussed at this meeting. The Operations Manger reminded the Grievant that he had a little over a month to correct the inventory problems and the Grievant acknowledged

1/ It should be noted that the Grievant had responsibility for two warehouses. He was physically located at the Company's principal warehouse located in Centuria, but also had responsibility for the satellite warehouse in Siren. There was considerable testimony and discussion as to the Grievant's ability to monitor physical inventory at Siren and the procedures in place for other employees located at Siren to assist him in that effort.

his situation. The day following his conversation with the Operations Manager, the Grievant stopped the General Manger to have a conversation with him about the inventory situation. The conversation lasted about 45 minutes and during the course of that conversation the Grievant was advised that if he could not correct the problems with the inventory control system the Company would have to put someone in the position who could resolve the problems and function effectively as the Warehouseman. The Operations Manager had another conversation with the Grievant on April 2 about inventory control, and what he had to do to be able to continue in his position as Warehouseman. Clearly, he was aware of his predicament.

Thereafter, the Company arranged with its accounting firm to conduct another inventory test count on April 30, 1991, at both its Centuria and Siren warehouse locations. During the April 30 test count, the accounting firm checked the physical count of 31 different items at each location. At the Centuria location the audit disclosed that 12 of the items counted were at variance with the perpetual inventory records. At the Siren warehouse, the count disclosed that there were also 11 items at variance with the perpetual inventory records.

Because the test counts on April 30th revealed that there were still discrepancies between the physical count and the perpetual inventory records in about one-third of the items counted, the Company believed Grievant had not been able to overcome his difficulties in managing the inventory control system for which he was responsible as Warehouseman. Consequently, the Company determined that its recourse in this matter was to terminate the Grievant from his position as Warehouseman. The Grievant was given written notification of that decision on May 2, 1991, by the Operations Manager:

This is a difficult letter to present to you since after the February 22, 1991, letter, I sincerely felt that you would change your procedures as Warehouseman.

True, you have appeared to be diligently attempting to balance the inventory count at Centuria, but there is much more to being a warehouseman than just this.

- 1) I have asked you, over the past six months, to go to Siren every week to two weeks at the most, in order to keep a direct handle on the inventory at that office. You have gone to Siren on rare occasions.
- 2) Several years ago, during one of our discussions and walks through the cold storage warehouse, it was suggested that you build, or have built, an upright storage rack to use the height of the building to help condense the material. This has not been done.
- 3) I had to ask you twice to install Polk-Burnett Electric signs on the stock tanks containing oil dry for leaking transformers.
- 4) The reels of ACSR wire that are stored outside should be up, off of the ground, to keep them from rotting away. This has not been done.
- 5) It took several weeks after you suggested to change the small material storage area to be used more efficiently and effectively, before you had someone get the building material and do

the remodeling. After it was purchased, you had to be told to concentrate on your counting, since the May 1 deadline was close at hand.

- 6) After the February, 1991 auditing count, you did not transfer the 1/0 URD jacketed wire from Siren to Centuria, causing an embarrassing situation.
- 7) Over the years, I have told you that you must be firm, but polite, with the linemen in charging out material, or questioning them about a charge-out concern, and that I would stand behind you. This, I feel, you have not accomplished, since too many mistakes have gone into the office; some of which I feel were never caught, causing a variance in the material.

These examples, plus the fact that the recent auditor's count shows a definite lack of accuracy in the count of inventory, lead me to only one conclusion, you are to the man for the job of Warehouseman.

Polk-Burnett Electric is a progressive cooperative, and will continue to be one. I am kept busy in the administration area of the Operations Department, Steve Sylvester is busy in the field operations right-of-way work and job coordination with the line crews, and we do not have the time to keep continually reminding you of the day-to-day projects to be completed by the Warehouseman. Therefore, it is necessary to have you immediately remove your personal belongings from the premises, and leave today by 2:00 p.m.

I most certainly wish you the best in finding future employment.

This letter was presented to the Grievant in a meeting on May 2, 1991, between the Grievant, the General Manger and the Operations Manager.

The Cooperative argues that under Article 2, Section 2.2 of the parties' collective bargaining agreement, it must have cause to discharge an employe; and in this case, it has established that clearly it had cause to terminate the Grievant because of his continued poor job performance in carrying out his responsibilities in the area of inventory control as the Warehouseman. The Grievant's inability to perform up to the Company's expectations in the area of managing the inventory control system continued despite the Company's efforts to improve his job performance. The Grievant was aware of the problems the Company had uncovered with the inventory control system as well as how those problems were directly related to his performance. The Grievant was aware of these problems and his situation as early as 1990, when the Company had created a committee to review and improve the inventory system. It was common knowledge among other employes of the Cooperative that there were problems with the inventory control system and that the Grievant was aware that his job security was in jeopardy if his performance did not improve. The Grievant's inability to correct his deficiencies led the Company to terminate his employment.

The Union, however, believes that the Company did not have cause to discharge the Grievant. It believes the burden of proof on the Company in this

case is to establish by a clear and substantial preponderance of credible evidence that there was cause to terminate the Grievant. However, the Company did not establish that the Grievant was the cause of the variances which were found to exist between the physical count and the perpetual inventory records or for that matter, that the variances could have been prevented by the Grievant. The Union notes that there were other people who had access to physical inventory and could remove material without the Grievant's knowledge, and furthermore, that while the Company's accounting firm made suggestions to modify at least seven aspects of the inventory control system, only three of those recommendations were implemented to any serious extent. Also, the Union contends that it was impossible for Lindley to keep the physical inventory and perpetual inventory records in balance at the Company's Siren warehouse location when he was not physically located there. Thus, even though he might uncover a discrepancy he was not always in a position to determine where and how the discrepancy occurred. Also, it was determined that the Grievant's job of tracking inventory at the Siren warehouse was made more difficult by the fact that the material tickets were not returned to the Centuria warehouse until the end of the month. The Union concludes that the evidence established that the inventory control system the Company had in place at both its Siren and Centuria warehouse locations was prone to error. Further, the evidence established that of the 17 cooperatives represented by the Union, only three have more than one warehousing facility and of those only the Polk-Burnett Cooperative maintained an inventory control system where one person had responsibility for charging out items at both locations.

The Union believes the evidence established that by April 30th the Grievant had cleared many earlier variances shown in physical counts and had reduced others significantly. Thus, by April 30th, there was only one new significant variance and that one could have been avoided had the count been conducted as it had in the past. However, the Company directed the audit firm to not follow its previous procedures in trying to justify variances. Thus, the Union concludes that by April 30th, Lindley had accomplished what was reasonably possible in terms of improving inventory control. Finally, the Union concludes that the Company in its discharge letter relied on prior incidents which were not the subject of earlier discipline and which were not relevant to the Grievant's current job performance. The Union believes it is not appropriate within the meaning of cause to terminate an employe on the basis of past misconduct for which the Company chose not to discipline. Furthermore, the Company did not follow a pattern of progressive discipline with respect to the Grievant's alleged poor job performance, but rather engaged in a process of preparing notes to the Grievant's personnel file which were never shared with the Grievant. These memoranda cannot be used as a basis for terminating the Grievant. For all these reasons, the Union concludes that the grievance should be sustained and the Arbitrator should find that the Grievant was discharged without cause.

DISCUSSION

The undersigned agrees with the Union's contention that several of the items contained in the written notice of termination dated May 2, 1991, cannot now be relied on to support the Cooperative's decision to discharge the Grievant. The first item in the termination letter references the Grievant's failure to go to Siren every week or two weeks at the most to keep a direct handle on inventory at that location. There can be no doubt that the Grievant's not making it a priority to get to the Siren warehouse more frequently affected his ability to keep the physical inventory count and perpetual inventory records in balance. However, if the Company wanted the Grievant to be at the Siren warehouse more frequently than he had been, it was up to the Company to affirmatively direct him to go to Siren on a certain number of occasions per week or per month, and if the Grievant failed to do

that to commence a process of progressive discipline to ensure that he was complying with supervision's directions. That, obviously, did not occur in this case, but the discharge letter mentions the fact that the Grievant did not go to the Siren warehouse as frequently as the Operations Manager had previously asked him to do. Therefore, the undersigned will disregard that aspect of the Grievant's conduct in determining whether the Company had cause to terminate his employment.

The same comments can be made about items 2-6 on the discharge letter. They all involved matters which were not handled to the satisfaction of the Operations Manger, either in the sense that the tasks were never performed or that the Grievant had to be reminded before the tasks were performed, and thus they were not performed as timely as desired. Clearly, these were individual instances of the Grievant not completing tasks as directed, and would have been appropriately addressed with progressive discipline at the time of their occurrence. The Union is correct however, that by failing to do so then, the Company is now precluded from using these incidents as a basis for terminating the Grievant. Consequently, the undersigned has not taken these matters into account when determining if the Company had cause to terminate the Grievant.

Also, there is a question of whether progressive discipline for poor performance as Warehouseman was a necessary prerequisite to the Company's decision to terminate his employment. As noted in the earlier paragraph, there were incidents of alleged poor job performance which would have warranted progressive discipline in the past. For example, if the Warehouseman had been directed to go to the Siren warehouse on at least one occasion per week and the Warehouseman disregarded that direction, progressive discipline could and probably should have been imposed to impress upon the Warehouseman the importance in following management's directives and making sure that he got to the Siren warehouse once per week. Progressive discipline in that type of situation would clearly signify to the warehouseman the importance the Company placed on his getting to the Siren warehouse as directed, and that his failure to do so would continue to result in progressively more severe discipline until he conformed to their direction regarding visits to the Siren warehouse. There were other matters contained in the May 2nd termination letter which also would have been matters appropriately dealt with through progressive discipline. However, after giving this case considerable thought, the undersigned is persuaded that the Company was not obliged to embark on a course of progressive discipline prior to termination in an attempt to correct the Grievant's general inadequacies in managing the inventory control system. The Grievant knew that the variances between the physical count and the perpetual inventory records that had been occurring throughout the years were matters of significant concern to the Company. The Grievant was also aware that the Operations Manger believed both the Grievant's and his own job were in jeopardy if the variances continued and the Warehouseman was not unable to manage the inventory control system in such a fashion that the physical inventory and perpetual inventory records were in balance on a regular basis. The Company created a committee in 1990, to study the inventory control system, and as a consequence of that committee's study, a specification of job duties and responsibilities relative to the inventory control system were developed for the Warehouseman position. The Grievant was, thereafter at least, knowledgeable of his responsibilities in this area.

Admittedly, the fact that the Company had two warehouses, one in Centuria and one in Siren, with the Grievant being responsible for inventory control at both locations notwithstanding that he was working in the Centuria warehouse made his job more difficult. Further, were it established that the variances between physical count and perpetual records only occurred at the Siren warehouse and that the Grievant was visiting that location on a regular basis to do whatever was reasonable under the circumstances to preclude the

continuation of variances, the undersigned might have a different opinion about whether the Company had cause to terminate the Grievant. However, that was not the case. There were also variances at the Centuria warehouse just as at the Siren warehouse. The Grievant was located at the Centuria warehouse, worked there day in and day out and clearly the problems associated with trying to keep control of the inventory at Siren were not the same as those in Centuria.

Also, the Union argues the fact that linemen had access to physical inventory and could remove inventory from the Centuria warehouse on account of emergency outages, etc., at times when the Warehouseman was not working. However, the undersigned is persuaded that if the Warehouseman was concerned that variances in inventory were being created by others removing the physical inventory, he could have taken steps to account for such instances. For example, determining at the commencement of the shift each day, whether there had been any crews working the evening before or subsequent to the end of his shift the day before who could have removed material from the warehouse. Upon making that daily determination, he then could have followed up with the crews to in fact determine whether materials had been removed for which he did not have a record. Clearly, there was no testimony from the Warehouseman that he was doing anything to ensure that materials were not being removed from the warehouse without his knowledge.

Also, the testimony of the Cooperative's Systems Analyst and Programmer convinced me that the inventory control system was capable of being adequately managed by the Warehouseman even though, as pointed out by the Union, events could occur that could cause the physical count to be shown as out of balance with the computer perpetual inventory record. However, it was clear from the Programmer's testimony that the Warehouseman could verify on his own computer terminal if his count were matching with the computer records and if the prior days' transactions were being accurately entered.

Finally, the undersigned is most persuaded by the fact that the Grievant's testimony gave me no sense that with his knowledge about the problems with inventory, his acknowledged awareness of the Cooperative's concern about correcting these problems, and his understanding that his job was in jeopardy were he not able to get the inventory control system working efficiently, that in the several months prior to his discharge, he was doing everything reasonably possible to make sure that any problems with inventory were not problems from his end of the operation as Warehouseman. The Grievant's testimony left me wanting to know what he was doing every day to try and get a handle on the inventory situation. His testimony however, focused on all of the various aspects of the operation that could possibly account for the variances between physical count and perpetual records. However, he never testified that he was constantly vigilant in attempting to insure that if linemen were removing materials from the warehouse during his nonworking hours he had a procedure or process he followed by which he could become aware of those occasions so that the inventory records could be changed to reflect those occurrences. Furthermore, it may very well be that some of the variances in inventory were the result of poor keypunching in the office. However, there was no testimony from the Grievant as to actions he had taken to make sure that on a daily basis the information he was giving to the office for input into the perpetual record system was being accurately input. For example, he could have asked for a printout of the entries that the office people were making to the perpetual inventory system on a daily or weekly basis and could have gone to the Operations Manager and said if I can't get a copy of this on a daily or weekly basis, there is no way for me to make sure that some of the variances are not the result of the office people keying inaccurate information.

Also, as the Programmer testified he could have asked to see the hard copy records from which the computer entries were made. Had there been testimony by the Grievant that he was taking reasonable actions, such as those

described above, to make sure that the physical inventory stayed in balance with the perpetual record, the undersigned would not be inclined to find that the Company had cause to terminate the Grievant. Indeed, had he been more assertive in his attempt to manage the inventory system within in his responsibilities as Warehouseman it may have disclosed that the problems were not with the Warehouseman, but rather with the system design. Had that been established the Company should not have terminated the Grievant, but rather, have taken steps to alter the inventory system design. To the contrary, the undersigned is satisfied the Grievant didn't fulfill his responsibilities as a Warehouseman in the matter of inventory control.

In conclusion, I am persuaded that the Grievant's job performance during the several months preceding his discharge, as evidenced by the continuing imbalance between physical inventory and perpetual inventory records, warrants a finding that the Company did have cause to discharge him. Again, I believe the facts of this case warrant such a conclusion notwithstanding that the Company did not engage in a program of progressive discipline relative to his management of the inventory control system during that period. Thus, I conclude that the Grievant's job performance as Warehouseman was sufficiently deficient to warrant his termination by the Company.

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

AWARD

The Company did have cause to terminate the Grievant on May 2, 1991, and therefore, the grievance is denied.

Dated at Madison, Wisconsin this 6th day of May, 1992.

By _____
Thomas L. Yaeger, Arbitrator