

BEFORE THE ARBITRATOR

In the Matter of the Arbitration
of a Dispute Between

RICHLAND CENTER DEPARTMENT OF PUBLIC
WORKS EMPLOYEES LOCAL 2387-A, AFL-CIO

and

CITY OF RICHLAND CENTER (DEPARTMENT
OF PUBLIC WORKS)

Case 45
No. 52225
MA-8878

Appearances:

Mr. David White, Staff Representative, Wisconsin Council 40, AFSCME, AFL-CIO, 8033 Excelsior Drive, Suite B, Madison, Wisconsin 53717-1903, appearing on behalf of the Union.

Boardman, Suhr, Curry & Field, Attorneys at Law, Firststar Plaza, Suite 410, One South Pinckney Street, P. O. Box 927, Madison, Wisconsin 53701-0927, by Mr. Stephen C. Zack, appearing on behalf of the City.

ARBITRATION AWARD

The City of Richland Center, hereafter the City or Employer, and Richland Center Department of Public Works Employees Local 2387-A, AFSCME, AFL-CIO, hereafter the Union, are parties to a collective bargaining agreement which provides for the final and binding arbitration of grievances. The Union, with the concurrence of the City, requested the Wisconsin Employment Relations Commission to appoint a staff member as a single, impartial arbitrator to resolve the instant grievance. Hearing was held on April 23, 1995, in Richland Center, Wisconsin. The hearing was not transcribed and the parties did not file post-hearing briefs.

ISSUE:

The parties stipulated to the following statement of the issue:

Did the Employer have just cause to issue Joint #4?

If not, what is the appropriate remedy?

RELEVANT CONTRACT LANGUAGE:

points. Since Jim is not dependable working on his own, Jim will be assigned to general building and grounds maintenance at the plant where closer supervision will be available. This will also lessen the effect that Jim's meter reading, fire calls, and work for the Water Dept. has on the plants (sic) work scheduling.

- 2) I want to make it clear what my policy is on using the utilitys (sic) building and equipment. Any use of the plants (sic) facilities for an employees (sic) personal use must be o.k.ed my (sic) me. The plants (sic) garage will no longer be available for personal auto repair, washing, ect. (sic) Any plant tools must be signed out for and returned by the next work day. Signed out equipment must be returned promptly (sic) and in good condition. Failure to do this will result in total discontinuation of private use of tools. This policy will be posted in the near future but it is in effect now as far as you are concerned.
- 3) It was my intent that when I told everyone to note their arrival and departure times when working weekends and holidays that the employees should note their start time upon arrival and quit time upon departure. Control panel meter reading should be the first thing you do.
- 4) I've noticed some poor B.O.D. results on Jim Birch's weekend bench sheets. Review these result with Kay, go through the procedure and be more careful in the future.
- 5) Because of excess use of your privilege to purchase supplies at local stores any future purchases by you must be preapproved by me or the operator in charge.

Mike Meyer /s/

9-22-94

On September 23, 1994, the instant grievance was filed alleging that the Employer lacked just cause to issue the disciplinary letter. The grievance requested that the Employer remove the disciplinary letter from the grievant's file. The grievance was denied at all steps and, thereafter, submitted to arbitration.

DISCUSSION:

The Union and the City agree that Joint #4, the letter of September 22, 1994, is a disciplinary letter. The issue to be determined is whether or not the Employer had just cause to issue this disciplinary letter.

Paragraph One of Joint #4

While an incident on September 16, 1994, was the "straw that broke the camel's back," the Grievant's supervisor, Mike Meyer, also relied upon other incidents, referenced in a handwritten log, when he issued Paragraph One of Joint #4.

Meyer's log contains the following:

5-26-94 J. Birch 20 min. Late for Work

5-26-94 Told J. Birch to do a plant check at the end of the day. Employee did not do this.

6-7-94 J. Birch 40 min. late for work

6-23-94 J. Birch arrives at work at 7:30 exactly. He must change and is not ready for work at normal start time.

7-14 Asked Jim Birch to wash floors and clean bathrooms after he returned from meter reading (about noon). By 3:00 I noticed that this had to been done - asked Birch why? He said he was busy sweeping and didn't have time. Apparently Jim feels washing floors and urinals is below him. Employee became surly when I questioned him.

7-15 J. Birch came to work and confronted me with the allegation that I was "out of line" in questioning him and said I had use (sic) profanity. That is totally untrue.

J. Birch was called away from his work place at least twice to read meters that he had forgotten.

8-26 Told Jim Birch to clean out the new sludge truck. Jim decided to hose down the parking lot instead. Jim has done this sort of thing a lot lately. If it continues, written reprimands will be

in order.

9-15-94 Asked Jim Birch to sawcut manholes on Hasiltine St. Jim returned about 10:30 and stated he could not do the job safely by himself. I think the job can be done safely by one man. I then told Jim to wirebrush the aeration headers on the aeration tanks. He argued with me when I told him a drill driven brush would be unsafe as he might drop it in the water. Told him to use a hand brush. I also told (sic) Jim he could no longer work on his car at the plant. Jim changed his oil at the plant Tuesd. evening and left a mess. He said it was his right to use the plant after work hours. I told him it was a privilege. He then threatened to call David White about it. I told him to go ahead.

9-16-94 Had a high level alarm at Hwy. 80 lift station. I checked the station and found that it had not been running since it was checked by J. Birch Tuesday afternoon. We also found one of the pump switches in the off position. This lift station will not operate with pump switches in the off position. I asked J. Birch if he left the switch off. He said he must have. I told him that the reason we check lift stations is to prevent problems not cause them. J. Birch's job performance (sic) over the last year has been poor. He has a surly attitude. He tries to duck jobs he doesn't like to do and the jobs he does do are often done haphazardly and incompletely.

9-22 Jim Birch meeting about job performance - put letter in his file.

With the exception of the notes of September 16, 1994, which were written sometime between September 16, 1994 and September 22, 1994, the log notes were made within a day of the referenced incident.

May 26; June 7 and 23, 1994

The Grievant does not deny being late for work on 5-26-94 and 6-7-94 or changing clothes on work time on 6-23-94. The Grievant states that he was tardy because he had a faulty alarm clock. The Grievant further states that, following replacement of the alarm clock, there were no further incidents of tardiness.

Tardiness is not expressly referenced in Paragraph One of Joint #4 and Meyer

acknowledges that the Grievant is not being disciplined for tardiness. According to Meyer, the Grievant's tardiness is indicative of a problem with the Grievant's "general attitude toward his job."

While the first incident of tardiness due to a faulty alarm clock may be considered to be an accident, repeated reliance upon a faulty alarm suggests that the Grievant is not very concerned about arriving at work on time. Thus, the evidence of the Grievant's tardiness supports the conclusion that the Grievant has a problem with his "general attitude toward his job."

The Grievant does not recall whether or not he failed to check the plant at the end of the work day on May 26, 1994. Having no reasonable basis to discredit the notes contained in Meyer's log, the undersigned is persuaded that, on May 26, 1994, the Grievant failed to check the plant at the end of the day as instructed by his supervisor. This failure supports the conclusion that the Grievant "does not follow instructions well and does not complete assigned tasks."

July 14

Meyer's testimony and log notes indicate that Meyer told the Grievant to wash floors and clean the bathroom. While the Grievant agrees that he was told to clean the bathroom, he neither confirms, nor denies, that he was told to wash floors.

Given Meyer's uncontradicted testimony, the undersigned is persuaded that Meyer did tell the Grievant to wash floors. The Grievant does not claim to have washed the floors, but rather, claims to have swept the floors. This evidence of the Grievant's conduct supports the conclusion that the Grievant "does not follow instructions well" and "does not complete assigned tasks."

Meyer recalls that he checked the bathroom at 3:00 p.m.; that there was no discernible cleaning; and that, when confronted by Meyer, the Grievant claimed that he was busy sweeping and did not have time to clean. Meyer claims that he knew that the bathroom was not cleaned because the floors, urinal, walls, and toilet were dirty.

The Grievant agrees that he and Meyer had a conversation at approximately 3:00 p.m. According to the Grievant, Meyer approached the Grievant and, in a vulgar manner, asked why the Grievant had not cleaned the toilets. According to the Grievant, he responded that he had cleaned the toilets. The Grievant recalls that Meyer then stated that there was a ring in the toilet and that the general appearance of the bathroom was dirty. The Grievant further recalls that Meyer made a remark about Meyer's children cleaning the toilet and that Meyer stated that he would show the Grievant how to clean the toilet. The Grievant states that, following this conversation, he returned to the bathroom and used a stronger cleaner on the toilets, but was not able to remove the "black ring" of mineral deposits which had formed as a result of infrequent cleaning.

The Grievant does not recall telling Meyer that he did not have time to clean and insists that he did clean the bathroom. According to the Grievant, since Meyer did not specify a standard of cleanliness, the Grievant cleaned the bathroom in the "general sense," by sweeping the floors, cleaning the sinks and mirrors, and "spraying and swishing" the urinals and toilets. Having no reasonable basis to conclude that either the Grievant or Meyer is untruthful, the undersigned is persuaded that the Grievant made a statement which led Meyer to conclude that the Grievant had not cleaned as directed by Meyer, but that the Grievant, in fact, had cleaned the bathroom "in the general sense." 1/

1/ Given the reference to sweeping, it may be that the Grievant was explaining why he had not washed the floor.

It is evident that the bathroom was grungy. Regardless of whether or not Meyer specified a standard of cleanliness, the Grievant should have known that "scrubbing and scouring," rather than "spraying and swishing," was the appropriate cleaning technique. The Grievant's failure to "scrub and scour" supports the conclusion that the Grievant "does not complete assigned tasks." 2/

At hearing, Meyer acknowledged that the Grievant did not state that washing floors and urinals is below the Grievant. According to Meyer, he "guessed" that this was the reason that the Grievant had not cleaned the bathroom.

The Grievant's statements that he had cleaned the toilets and that he was busy sweeping and did not have time to clean were in response to Meyer's query as to why the Grievant had not cleaned the bathroom. The two responses are explanatory, not argumentative.

While not denying that he occasionally uses profanity, Meyer does deny that he used profanity on July 14, 1994. Given Meyer's acknowledgement that he does not recall all of the conversation of July 14, 1994, as well as the Grievant's detailed testimony concerning the July 14, 1994 discussion with Meyer, the undersigned is persuaded that the Grievant has the better recollection of this conversation. Crediting the Grievant's testimony concerning the conversation of July 14, 1994, the undersigned is persuaded that Meyer used profanity when confronting the Grievant about the bathroom.

Apparently, Meyer considered the Grievant to be "surly" because the Grievant looked "mad." As Meyer stated at hearing, he is not in the habit of using profanity. Given Meyer's use of profanity, it is as reasonable to conclude that the Grievant's "mad" expression was a response to Meyer's use of profanity, as it is to conclude that the Grievant was responding to the legitimate criticism of the Grievant's cleaning. Accordingly, the evidence of the July 15, 1994 conversation does not support the conclusion that the Grievant becomes "surly" when "challenged" on his work performance.

July 15

Meyer does not supervise the Grievant's meter reading work. However, if the Grievant is recalled to read meters, the Grievant is not available to perform work for Meyer. Thus, Meyer has a right to be concerned if the Grievant is recalled to read meters which were "forgotten" by the Grievant.

2/ Between noon, when the Grievant received his work instructions, and 3:00 p.m., when the Grievant was confronted by Meyer, the Grievant had been called away for one-half hour to read meters. The Grievant does not claim, and the record does not demonstrate, that this interruption prevented the Grievant from washing floors or making a reasonable effort to clean the bathroom.

The Grievant acknowledges that there were two occasions on which he was recalled to read meters. The Grievant denies that he "forgot" the meters. According to the Grievant, his failure to read all of the meters was due to one of two factors, i.e., either he had been locked out of a building or, since he was new to meter reading, he was unable to locate meters which were not in standard locations.

The record fails to demonstrate that Meyer's conclusion that the Grievant "forgot" meters is based upon any factor other than Meyer's understanding that the Grievant had been recalled by the Electric Department to read meters which had not been read. Having no reasonable basis to discredit the Grievant's explanation for the recalls, the undersigned is satisfied that the Grievant did not "forget" to read the meters, but rather, was unable to read the meters. Notwithstanding Meyer's assertions to the contrary, the evidence of the recalls does not support the conclusion that the Grievant "does not complete assigned tasks."

Meyer asserts that, on July 15, 1994, the Grievant stated that Meyer was "out of line" in questioning the Grievant about his work habits. Meyer understood the Grievant's comments to be a reference to the conversation of July 14, 1994. Meyer does not allege that the Grievant made any other statements during this conversation

The Grievant offers no testimony with respect to the conversation of July 15, 1994, other than to insist that Meyer did use profanity on July 14, 1994. As discussed above, the undersigned is persuaded that Meyer did use profanity when confronting the Grievant on July 14, 1994.

Meyer's use of profanity was "out of line." It not being evident that the Grievant's comment was an objection to Meyer's criticism of the Grievant's work performance, rather than an objection to the profane manner of the criticism, the record of the conversation of July 15, 1994, does not support the conclusion that the Grievant is "argumentative and surly" when "challenged" on his work performance.

August 26, 1994

The Grievant acknowledges that he was instructed to clean out the sludge truck. According to the Grievant, he received these instructions approximately one-half hour before lunch, and, since Meyer had not said "do it now," the Grievant decided to clean the driveway before lunch and clean the sludge truck after lunch. The Grievant does not dispute Meyer's claim that he never told the Grievant to hose the driveway.

Having been instructed to clean the sludge truck, the Grievant should have proceeded to clean the sludge truck. If the Grievant wished to clean the sludge truck at the Grievant's convenience, then the Grievant should have requested permission to do so. The evidence of the events of August 26, 1994 does support Meyer's conclusion that the Grievant "does not follow

instructions well."

At hearing, the Grievant stated that he did eventually clean the sludge truck. The record does not demonstrate otherwise. 3/ The evidence of the events of August 26, 1994, does not support the conclusion that the Grievant "does not complete assigned tasks" or "avoids work he doesn't like to do."

September 15, 1994

There is little, if any, dispute concerning the following events: During the morning of September 15, 1994, the Grievant and a fellow employe were assigned to sawcut manholes. While setting up, it was discovered that the two employes did not have water. When the other employe returned to the shop to obtain water, Meyer told the employe that the Grievant could do the sawcutting by himself and assigned other work to the employe. The employe returned with the water and told the Grievant that the Grievant was to complete the sawcutting without assistance. The Grievant returned to the shop and told Meyer that it was not safe to sawcut without assistance. Meyer disagreed, but told the Grievant to put away the equipment and return to the shop, which the Grievant did.

While recalling that the Grievant was argumentative, Meyer did not describe the conduct which was argumentative. Apparently, Meyer was distressed by the fact that the Grievant questioned Meyer's decision to have the Grievant sawcut without assistance.

The undersigned is persuaded that the Grievant had legitimate concerns about the safety of sawcutting without assistance. 4/ Questioning a work directive by raising a legitimate safety concern is not "argumentative." Likewise, interrupting work to raise a legitimate safety concern is not indicative of a "general attitude" problem.

There is little, if any, dispute concerning the following events: Meyer told the Grievant to use a wire brush to clean the headers on the aeration tanks. While the Grievant was setting up, an independent painting contractor provided the Grievant with a drill attachment. The painter claimed that the attachment would clean the equipment more efficiently. The Grievant attached the tool to a City drill and proceeded to clean the equipment. Meyer approached the Grievant, told

3/ While it is evident that Meyer checked the sludge truck at some point in time, it is not evident that Meyer checked the sludge truck after the point in time at which the Grievant claims that he cleaned the sludge truck.

4/ According to the Grievant, a second person was needed to ensure that the employe using the saw does not pull back into traffic; to assist the employe in case of injury due to flying debris; and to assist the employe in lifting the saw onto the truck.

the Grievant that the drill was unsafe over water, and told the Grievant to use the wire brush. The Grievant put away the drill and used the wire brush.

The Grievant acknowledges that he was told to use the wire brush to clean the aeration tank equipment. By using the drill, the Grievant provided Meyer with a reasonable basis to conclude that the Grievant "does not follow instructions well." 5/ Since the Grievant ultimately used the wire brush, the record does not establish that he did not complete "his assigned task."

It is not evident that the Grievant used the drill for any reason other than his belief that the drill attachment would clean more efficiently than the wire brush. Thus, this evidence does not support the conclusion that the Grievant "avoids work that he does not like to do."

According to Meyer, the Grievant was argumentative when Meyer told the Grievant not to use the drill. The Grievant recalls that he was upset, but states that he was not surly, unresponsive, impolite, or yelling.

When asked to explain why he considered the Grievant to be argumentative, Meyer indicated that, when Meyer said the drill would be unsafe over water, the Grievant indicated that the drill attachment was a more efficient scraper, so why not let the Grievant use the drill. Generally, suggesting that another method may be more efficient is not argumentative. In this instance, however, the point being raised by Meyer was that the drill would be unsafe over water. By responding to Meyer's safety concerns by addressing the relative efficiencies of the two techniques, the Grievant was argumentative.

Meyer's log references a conversation between Meyer and the Grievant concerning the Grievant's use of the plant to work on his car. The Grievant acknowledges that he changed the oil on his car at the plant; that he spilled oil; and that his attempts to clean up the oil were not successful. Since this conduct was not work related and occurred "off-duty," this conduct does not support the conclusion that the Grievant "does not follow instructions well," "does not complete assigned tasks" and "avoids work he doesn't like to do."

Meyer recalls that he slipped on the oil spill when he arrived at work and that there was quite a bit of oil on the floor. The record does not demonstrate otherwise.

The oil spill was a hazardous condition. The fact that the Grievant left the oil spill at the work site provides Meyer with a reasonable basis to be concerned about the Grievant's "general attitude towards his job."

5/ The fact that the Grievant considered the drill to be more efficient does not excuse the Grievant from his obligation to use the method prescribed by his supervisor.

The Grievant has the right to express an opinion about his contractual rights and to advise his supervisor that he would refer the matter to his union representative. While it is evident that the Grievant was not happy about being told that he could not use plant facilities to service his car, the evidence of the Grievant's conduct fails to establish that the Grievant was "argumentative and surly."

September 16, 1994

There is little, if any, dispute concerning the incident of September 16, 1994. On that day, an alarm sounded at a lift station. Upon investigation of the alarm, it was discovered that the pump switch was on the off position. While there was the potential for a sewer back up, no damage occurred. The Grievant did not work on September 16, 1994. When Meyer subsequently confronted the Grievant, who was the last person to check the lift station, the Grievant responded that he "must have" left the switch off. 6/

Meyer does not claim, and the record does not establish, that the Grievant was "surly and argumentative" when Meyer confronted the Grievant about the incident on September 16, 1994. The Grievant's failure to turn on the pump switch supports the conclusion that the Grievant "does not complete assigned tasks."

Summary

Upon consideration of the incidents relied upon by Meyer in preparing Paragraph One of the disciplinary letter of September 16, 1994, the undersigned is satisfied that Meyer has a reasonable basis to be concerned about the Grievant's general attitude toward his job. The undersigned is further satisfied that Meyer has a reasonable basis to conclude that the Grievant "does not follow instructions well" and "does not complete assigned tasks." Given the Grievant's difficulties in not following instructions and not completing assigned tasks, it was reasonable for Meyer to conclude that the Grievant is not dependable working on his own.

It is evident that the Grievant has procrastinated in performing work, has not completed work, and/or has performed work carelessly. The record, however, fails to demonstrate that this conduct, or any conduct of the Grievant, was motivated by the Grievant's desire to avoid work that he does not like to do. Accordingly, Meyer does not have just cause to discipline the Grievant on the basis that the Grievant "avoids work he doesn't like to do."

6/ When employes check the lift station, they flip the pump switch on and off to ensure that there is proper rotation. If the pump switch is not on, it is possible that the sewer could back up and flood basements. The lift station, however, is equipped with a float which turns the switch on in high water situations. There is no claim that the Grievant's failure to reset the pump switch caused any damage.

Within the context of Paragraph One, Meyer's statement "Jim becomes surly and argumentative when challenged on these points" indicates that the Grievant is "argumentative and surly" each time that he has been confronted about his work performance. While the record supports Meyer's conclusion that the Grievant was "argumentative" during the wire brush incident of September 15, 1994, the record does not support the conclusion that the Grievant was "argumentative and surly" each time that he has been confronted about his work performance. Thus, Meyer does not have just cause to discipline the Grievant on the basis that "Jim becomes surly and argumentative when challenged on these points."

In conclusion, given the number of performance problems occurring within a relatively short time span, Meyer has just cause to discipline the Grievant by issuing the following written statements contained in Paragraph One of Joint #4:

I'm concerned with Jim Birch's general attitude towards his job. Jim does not follow instructions well and does not complete assigned tasks. Since Jim is not dependable working on his own, Jim will be assigned to general building and grounds maintenance at the plant where closer supervision will be available. This will also lessen the effect that Jim's meter reading, fire calls, and work for the Water Dept. has on the plant's work scheduling.

Paragraph Two

The Union does not contest Meyer's right to issue Paragraph Two of Joint #4. As the Union recognizes, Paragraph Two is not discipline, but rather, is a statement of policy. 7/

Paragraph Three

The Union does not contest Meyer's right to issue Paragraph Three of Joint #4. As the Union recognizes, Paragraph Three is not discipline, but rather, provides notice of work procedures. Meyer does not claim, and the record does not demonstrate, that the Grievant has violated this work procedure.

Paragraph Four

The Grievant recalls that, following his discussion with Meyer, the Grievant discussed the B.O.D. readings with the Lab Technician; that the Lab Technician told the Grievant that she

7/ The right of the Employer to issue the policy is the subject of another proceeding.

had reviewed the graphs and determined that there was only one weekend in which the Grievant had poor B.O.D. readings; and that this occurred during a weekend in which a probe wire intermittently shorted out, causing some, but not all, of the readings to be inaccurate.

Meyer does not acknowledge that there was an equipment malfunction. While the undersigned does not doubt the sincerity of the Grievant's testimony, the Grievant's hearsay testimony, in which he attributes statements to the Lab Technician, is not reliable evidence.

The Grievant performs B.O.D. readings every fourth weekend. The Grievant acknowledges that his B.O.D. readings were poor on one weekend. The Grievant denies that he had any other poor B.O.D. readings.

At hearing, Meyer stated that there must have been "numerous" poor B.O.D. readings, because otherwise he would not have spoken with the Grievant about his B.O.D. readings. 8/ It is evident, however, that Meyer could not recall the details of these "numerous" instances of poor B.O.D. readings.

While the record does not substantiate Meyer's claim that there were "numerous" poor B.O.D. readings, the record does establish that the Grievant had "some" poor B.O.D. results on weekend bench sheets. Having no reasonable basis to conclude that the "poor" B.O.D. readings were other than another instance of carelessness on the part of the Grievant, the undersigned is satisfied that Meyer has just cause to issue Paragraph Four of Joint #4.

Paragraph Five

Meyer has the right to monitor employee purchases of Employer supplies at local stores and to require that such purchases be preapproved by Meyer or the operator in charge. To be sure, the Grievant is the only employee who is required to obtain such prior approval. However, the fact that the Grievant's purchases involved significantly more money than those of the other employees provided Meyer with a reasonable basis to single out the Grievant. 9/

Meyer does not claim, and the record does not establish, that the Grievant's purchases were fraudulent. Rather, Meyer claims that the Grievant used poor judgment because he

8/ According to the Grievant, Meyer did not specify which B.O.D. readings were poor when Meyer met with the Grievant on September 22, 1994. Meyer does not claim otherwise.

9/ City Exhibit #4 shows that, from January of 1994 through September of 1994, the Grievant purchased \$534.92 in supplies from local stores and that the other four employees purchased \$62.17, \$125.40, \$143.02, and \$287.18, respectively. The Grievant does not dispute the accuracy of these figures.

purchased supplies at local stores which were not needed or could have been purchased less expensively from other vendors. Since Meyer was unable to identify a specific instance of such conduct, Meyer's claim that the Grievant used poor judgment is not supported by the evidence.

According to the Grievant, he purchased more because (1) he was most likely to go to the store for needed supplies and (2) even when other employees were in the store, he was most likely to take purchases to the register. The record does not demonstrate otherwise.

Having no reasonable basis to conclude that the Grievant's purchase of supplies involves any wrongdoing on the part of the Grievant, the undersigned is not persuaded that Meyer has just cause to issue Paragraph Five as discipline. Meyer, however, does have just cause to issue Paragraph Five for the purpose of placing the Grievant on notice that (1) the Grievant's purchases of supplies at local stores has exceeded the individual purchases of other employees and (2) the Grievant is to be required to have future purchases of supplies at local stores preapproved by Meyer or the operator in charge.

Based upon the above, and the record as a whole, the undersigned issues the following:

AWARD

1. With respect to Paragraph One of Joint #4, the Employer does not have just cause to issue a statement that the Grievant "avoids work he doesn't like to do" or to issue a statement that "Jim becomes surly and argumentative when challenged on these points." The Employer is to immediately remove these two statements from Paragraph One of Joint #4.
2. With respect to Paragraph One of Joint #4, the Employer does have just cause to issue the following:

I'm concerned with Jim Birch's general attitude towards his job. Jim does not follow instructions well and does not complete assigned tasks. Since Jim is not dependable working on his own, Jim will be assigned to general building and grounds maintenance at the plant where closer supervision will be available. This will also lessen the effect that Jim's meter reading, fire calls, and work for the Water Dept. has on the plant's work scheduling.
3. The Employer does have just cause to issue Paragraphs Two, Three and Four of Joint #4.

4. The Employer does not have just cause to issue Paragraph Five of Joint #4 as discipline, but does have just cause to issue Paragraph Five of Joint #4 as a notice that (1) the Grievant's purchasing of supplies at local stores exceeds that of other employees and (2) the Grievant may not purchase supplies at local stores without obtaining prior approval by Supervisor Meyer or the operator in charge.

Dated at Madison, Wisconsin, this 12th day of July, 1995.

By Coleen A. Burns /s/
Coleen A. Burns, Arbitrator