Labor Arbitration Decision, Firestone Building Prods. Co., 2023 BL 184340, 2023 BNA LA 117

BNA Headnotes

LABOR ARBITRATION

SUMMARY

[1] Discharge – Negligence – Notice – Work rules – Weingarten rights – Work record ►118.651 ►118.305 ►118.25 ►93.27 ►118.33 [Show Topic Path]

Arbitrator Bradley A. Areheart ruled that Firestone Building Prods. Co. didn't have just cause to discharge the grievant for negligence when he left a fuel nozzle on as it was refilling a generator fuel tank, which led to approximately 40 gallons of diesel fuel being spilled onto the ground and having to be discarded. Arbitrator Areheart found that discharge wasn't warranted in this case because the punishment was disproportionate to the seriousness of the offense, and the grievant's work record over nearly ten years didn't indicate that negligence was a consistent problem with him. In addition, there was no specific work rule or procedure which the grievant violated and he wasn't provided union representation when he was initially suspended, and later discharged.

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Pagination

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117 p

FEDERAL MEDIATION & CONCILIATION SERVICE

VOLUNTARY LABOR ARBITRATION TRIBUNAL

In the Matter of Arbitration
Between
UNITED STEELWORKERS,
Union

-and-

FIRESTONE BUILDING PRODS CO.,
Company

FMCS Case No. 220906-09005
Grievant: A ___
Issue: Termination

OPINION AND AWARD

Arbitrator: Bradley A. Areheart
Date of Award: April 18, 2023

April 18, 2023

Appearances for the Parties:

For the College: Paul Raney

United Steelworkers

For the Company: Jerry D. Garner, Attorney

Barber Law Firm

I. PROCEDURAL HISTORY

This matter arises under a labor agreement entered into between Firestone Building Products Company ("the Company")[1] and United Steel, Paper and Forestry, Rubber, Manufacturing, Entergy, Allied Industrial and Service Workers, International Union ("the Union"), AFL-CIO, CLC, on behalf of Local Union 970) covering the period December 12, 2019 through May 31, 2024 ("the CBA" or "labor agreement"). Jt. Exh. 2. Grievance No. FSBP-2022-0011 was submitted to the Company in writing on May 22, 2022 and thereafter processed in accordance with Article 6 of the labor agreement. Following unsuccessful attempts at resolving the grievance it was referred to arbitration. Using the services of the Federal Mediation and Conciliation Service, Bradley A. Areheart was appointed as Arbitrator.

An in-person evidentiary hearing was held in Hope, Arkansas on February 8, 2023, at which time the parties had full opportunity for the presentation of evidence, examination and cross-examination of witnesses, and oral argument. A recording of the hearing was made for the Arbitrator's sole use. The parties both filed briefs by March 8, 2023, at which time the record closed.

II. RELEVANT CONTRACT AND POLICY PROVISIONS

Section 6.10 of CBA

> In the event an employee is found to be unjustly discharged or suspended, he shall be reinstated without a loss in seniority or wages. A meeting will be scheduled within seven (7) scheduled working days after the Company receives the grievance at which time an attempt will be made to settle the grievance.

Jt. Exh. 2, p. 12.

Section 6.11 of CBA

> The Company may discuss any matter personally with an employee, but *if any employee is directed by Supervision to attend the office, there to be reprimanded for a matter likely to result in discharge or suspension*, he/her [sic] will be reminded of his/her right to bring his/her Union representative into the discussion at the time. If the employee desires his/her Union representative, the Company will make arrangements to have such Union representative excused as soon as possible in order that he/she may be in attendance at the discussion.

Jt. Exh. 2, p. 12 (emphasis added).

Diesel Equipment, Safe Fueling/Containment Procedures

Dated 5/17/2022

> 1. PURPOSE:

To provide instructions on Safe Filling and Containment of Fuel for Diesel Equipment.

. . .

2. PROCESS: Fueling

. . .

E. Begin filling. (**DO NOT OVERFILL**)

F. **DO NOT** leave equipment unattended during fueling process.

G. After filling is complete, return nozzle to hanger.

H. In case of malfunction of nozzle or hose, make yourself aware of shut off valve location, usually at the tank or pump.

. . .

Comp. Exh. 7 (emphasis in original).

III. ISSUE

Did Firestone have just cause to terminate Grievant A___ on August 18, 2022? If not, what is the appropriate remedy?

IV. SUMMARY OF THE EVIDENCE

A___ ("Grievant") began working for Firestone Building Products in December**[*2]** of 2013. He worked there as a boiler operator until he was terminated on May 18, 2022. The parties largely agree upon the facts, which follow below.

On May 11, 2022, Grievant went in to work a 12-hour shift from 7 PM to 7 Am. Around 1:30 AM, Grievant noticed that the tank for the temporary generator that supplies air to the boilers was low (around 15% of capacity). Jt. Exh. 1. (There is some dispute about the size of the tank. Both Grievant and Randy Rather, a boiler operator at the facility for over 31 years, testified that the tank held 100 gallons of fuel. Alex Mathis, an environmental manager at Holcim, testified it only holds about 20 gallons, though he acknowledged on cross that it might hold more.) Grievant began to fill up the tank and then left the generator, walking about 100 feet away to check the temperature on the oil tank. It was reading "error." He retrieved his tools and proceeded to fix certain wires at the tank. According to his own testimony, he was away from the generator for 15 to 20 minutes. According to Grievant, "the diesel nozzle slipped my mind." Comp. Exh. 6. Once everything was working properly, he returned to the generator and discovered that diesel fuel had spilled onto the ground.[2] Comp. Exh. 6. There is a mildly conflicting account regarding how the spill may have happened. There was questioning about a potential "malfunction" of the automatic shut-off feature, but Mr. Mathis testified the nozzle was inspected after the spill and found to be working fine.

After the spill, Grievant immediately notified his supervisor, Justin Russell. Comp. Exh. 5. Grievant, along with janitorial services, began to clean up the area and contain the spill. The incident report notes that "[u]sing booms, and absorbent pads along with pumps the excess fuel was collected up and all material was placed into 55 gallon drums for proper disposal." Jt. Exh. 1. The estimate is that approximately 40 gallons of diesel spilled onto the ground.

Around 6:45 AM, Grievant received a text message from his supervisor, Mr. Russell. The message stated: "I was given instructions to give to you. Go home, Jeff will give you a call today. They are going to investigate today. They will let you know to come back tonight or take some time off. Grievant responded, "Ok. Go now?" He was then told by Mr. Russell to wait until 7 AM and then leave. Later that day, at 4:43 PM, Grievant texted Mr. Russell, "Well they've left me hanging. I got no idea if I work tonight or not." Mr. Russell responded, "If you haven't heard anything I'd say no." Un. Exh. 2.

Chris Wilkerson, Human Resources Manager at Holcim, testified that he told Jeff Harter on May 12, 2022 to call Grievant and suspend him—pending an investigation into the spill. There is no documentary evidence (such as a written reprimand) that this call or suspension took place. And Grievant testified he did not receive a call from Mr. Harter. Grievant testified that he did not know anything**[*3]** about his status until he received a call from Mr. Wilkerson six days later. On May 18, 2022, Grievant did receive a call from Mr. Wilkerson who told him he was being terminated. A letter memorializing the termination conversation was sent out by first class mail that same day. Mr. Wilkerson noted Grievant was not terminated because of the spill. Rather, Grievant was terminated both because he left the generator tank unattended while it was re-fueling *and* that led to a spill of diesel fluid.

The Spill Itself

There was extensive testimony regarding the potential detriment of the spill. Mr. Mathis, an environmental manager at Holcim, testified regarding the risk of a possible explosion. Fumes from diesel could possibly ignite, a danger made worse by the spill's proximity (just a few feet) to the boiler, which is heated by natural gas. Any explosion could lead to loss of life or destruction of equipment. Additionally, there was the risk of a spill reaching a US waterway. On this point, Mr. Mathis, noted that the diesel came dangerously close to overflowing into the spill pond, which in turn, could possibly make its way to a US waterway. Were that to happen, Firestone would have to notify state and federal authorities and would likely be fined ($10,000/day was the figure given) or even possibly shut down for a period of time. Beyond any fines, there would be the cost of cleanup.

Containment was largely achieved and nothing catastrophic transpired.[3] However, there were real costs associated with this spill. Mr. Mathis testified that within a few days, they paid $10,000 to a contractor to come out and address the residual cleanup that was needed due to the spill. While the Company believed the spill was contained and had not made it into any other waterways, they engaged in additional testing to ensure there had not been any inadvertent contamination of soil or water. Finally, there is Holcim's professed commitment to protect the environment. According to Mr. Mathis, Holcim is a European-owned company and is endeavoring to get to zero landfill waste by 2025.

Relevant Policies

One part of the factual development in this dispute relates to the policy that was put in place after the spill in question. Five days after the incident and one day before Grievant was terminated, a policy on diesel fueling was published. That policy provides, among other things, that one must "**NOT** leave equipment unattended during the fueling process." Comp. Exh. 7 (emphasis in original). It also notes that "[i]n case of malfunction of nozzle or hose, make yourself aware of shut off valve location, usually at the tank or pump." Union argues this policy is proof that the Company bore some responsibility for the incident. The Union also argues, and Grievant testifies, that if some policy like this had existed prior to the spill in question, that spill likely**[*4]** would not have taken place. The Union elicited testimony from Grievant that remaining at a piece of machinery during fueling is a common-sense safety-related precaution. Even so, Grievant testified that if a policy around fueling had existed at the time of the spill, he would have been more mindful of that directive and thus more likely to comply with it.

Union Representation

Another piece of the factual development relates to whether Grievant was provided the opportunity for union representation concerning the alleged suspension or the ultimate termination. Mr. Wilkerson acknowledged under cross that he did not offer Grievant union representation for Mr. Harter's alleged call, nor for the call Mr. Wilkerson made to terminate. Mr. Wilkerson did say that he asked Fredrick Muldrew whether he wanted to be present for the termination call, and Mr. Muldrew declined.

Mr. Wilkerson testified that if an employee is being suspended for a disciplinary reason (which was not the case here), that person would be reminded of their union representation rights. Mr. Wilkerson also testified that if an employee were called into the *office* to be terminated (which was not the case here), that person would also be reminded of their union representation rights. Mr. Wilkerson further testified that the Company's practice is *not* to call a suspended employee back into the plant in order to terminate the worker; hence, because Grievant's termination meeting did not take place in the office, Mr. Wilkerson did not ask Grievant if he desired union representation.

The Grievance

On May 20, 2022, the Union filed a grievance on behalf of Grievant. The grievance registered several complaints: (1) there was no procedure for the task of filling up the tank; (2) overfilling had occurred in the past and those employees were not terminated; and (3) Grievant was denied union representation when he was suspended and later terminated. Jt. Exh. 3. For its part, the Company staked out the following position: "The grievant was terminated due to leaving the fueling process unattended causing diesel to spill onto the ground and into the drainage ditch resulting in safety and environmental consequences. The grievant was not denied union representation." Mr. Wilkerson signed for the Company in denying the grievance on May 24, 2022. The basis for the denial was the reasons provided by the Company. Un. Exh. 5. On June 8, 2022, the Union requested that the grievance be advanced to arbitration.

Prior Incidents

Another key fact concerns possible similarly situated employees who were treated differently. Union's argument is that Grievant is being singled out and treated differently. Mr. Wilkerson testified he was aware of a prior oil spill where the employee responsible for the spill, B__, was not terminated. In that

situation, the summary states as follows: "On 9-11-15 B__ left the oil pumping**[*5]** from tank #5 into tank #2, allowing 1000 gallons to spill. The only reason he is not being discharged is because we could not confirm training." Under decision and action taken, the document notes: "3 days unpaid suspension October 16, 17, & 20 suspension dates."

Mr. Wilkerson observed there were a few key differences in Grievant and Mr. B__'s situations. First, Mr. B__'s incident took place in September of 2015—well before Holcim acquired Firestone. He testified that Holcim took environmental threats more seriously than Firestone. Second, the Company was unable to confirm training for Mr. B__. Comp. Exh. 7. In contrast, the Company did introduce evidence that Grievant received training on "spill prevention control and countermeasures" ("SPCC") both in 2020 and 2021. Comp. Exh. 2 & 3.

Grievant also had a prior incident on October 10, 2021 for which he was counseled. Union Exh. 9. He was attempting to access a condensate blow down valve. In the process of attempting to access that valve, Grievant fell and injured his shoulder. The area where Grievant was walking was, according to the Reprimand, poorly lit and had debris scattered on the floor. As such, Grievant was reprimanded "for not recognizing the hazards associated with the task." Id.

V. POSITIONS OF THE PARTIES

The Union's Position.

The Union argues that Grievant should not have been terminated. Grievant was a model employee who had been with Firestone for almost 10 years. He had no issues with attendance, nor any with his work product. He testified that he liked his job and got along with his co-workers. The Union observed that Randy Rather, a long-time employee at the facility, "testified [Grievant] was a good worker, and a hard worker that performed the duties of his job responsibilities very well." The only defect in Grievant's file was a reprimand concerning a fall in which he injured only himself; for this he received merely counseling.

While the Union does not dispute the role Grievant played in the spill, they note that Grievant sprang to action after the spill and his actions prevented it from causing more damage. According to Mr. Mathis, Grievant caught the spill "just in time." The Union also notes that there was no refueling policy prior to the spill and that one was created right after the incident in this case.

Finally, the Union argues that the Company violated Section 6.11 of the CBA by not offering Grievant union representation for the meetings in which he was to be suspended and terminated, respectively.

The Company's Position.

The Company argues that discharge was appropriate for Grievant's negligence in large part due to the risks of explosion and contamination of nearby waterways. They argue that he had been trained on the Company's spill prevention expectations and that his negligence was admitted. They further note their wide latitude under the CBA to impose whatever discipline they find appropriate for safety violations.

The Company argues that it didn't**[*6]** need a specific policy on refueling for Grievant to know the safest thing is to stay with equipment that is refueling. He was an experienced employee. His choice to walk away from refueling equipment was a major breach of common-sense safety practices.

The Company further argues that any lack of union representation is meritless, because Grievant was never directed to the office to be reprimanded. This is not a situation where Grievant was brought in to be interrogated by management. Here, no such meeting was necessary since the Company had all of the information it needed. Accordingly, any lack of union representation did not prejudice Grievant.

VI. ANALYSIS

The parties have asked the Arbitrator to determine whether the Company had just cause to terminate Grievant. The CBA does not include standards for when the Company may discipline or discharge workers. Instead, in the grievance procedure section of the CBA, there is a single reference to potential remedies in the event "an employee is found to be unjustly discharged or suspended[.]" CBA Section 6.10. Even so, the Company does not argue something less than just cause is required. Further, it is well-settled that a Company ought to have just cause for terminating workers under a CBA.[4] This is a rare discharge case where the parties agree on nearly everything that occurred. What they disagree on is whether Grievant's actions justified his termination after almost ten years of commendable employment with the Company.

Just Cause Generally

A determination of whether just cause exists for discipline is a two-step process.[5] First, it must be determined whether the Grievant is guilty of the misconduct charged and second, it must be determined whether the penalty assessed is appropriate under all of the circumstances. One of the principles inherent in the appropriateness of a penalty is due process. Due process requires that employees are treated fairly during the disciplinary process, including having notice of the charges against them and the opportunity to present their side before discharge.[6] The primary justification for associating due process rights with just cause is to prevent discipline where there is little evidence on which to base a just-cause discharge.[7] The Company bears the burden of proving just cause.

Seriousness of the Offense

The Company argues that it has the right to choose what level of discipline is appropriate—and this is true even where Grievant's record was relatively clean. But a discharge is different from other discipline. This is not a matter of whether Grievant should have received a three-day or ten-day suspension. It is a far more serious matter to be separated from one's job entirely and an Arbitrator will closely examine such decisions.

The degree of penalty should naturally track with the seriousness of the offense. One can see workplace offenses as generally falling into two general categories: extremely serious**[*7]** offenses, such as fighting, stealing, or repeated racial slurs; and less serious offenses, such as absences, insolence, or negligence in carrying out one's duties.[8] A single act in the former category will sometimes warrant termination, while a single act in the latter category will rarely support termination. Discipline may be considered excessive

"if it is disproportionate to the degree of the offense, if it is out of step with the principles of progressive discipline, if it is punitive rather than corrective, or if mitigating circumstances were ignored."[9]

Here, I find the punishment outsized in light of the undisputed facts. Grievant walked away from equipment that was refueling to go work on a different piece of equipment in a different location. While he was doing that other work, the refueling "slipped [his] mind." When he returned, a significant spill had occurred. There is no question whether Grievant was negligent. He freely admits that he should have stayed with the fueling equipment and that if he had done so, he could have prevented such a large spill. That said, Grievant did not violate a specific rule or protocol. Grievant lost focus of his primary task, which resulted in an accident. The Company argues it did not have "a rigid progressive discipline policy" that would prevent it from terminating an employee for one bad act. Even so, Grievant's consequence seems disproportionate and other mitigating facts (below) support that conclusion.

Notice of Rules

One way to understand the degree of offense is through considering whether there were clear rules or standards that were violated. One arbitrator put it this way: "An employee can hardly be expected to abide by the 'rules of the game' if the employer has not communicated those rules, and it is unrealistic to think that, after the fact, an arbitrator will uphold a penalty for conduct that an employee did not know was prohibited."[10] Additionally, another arbitrator stated that "[j]ust cause requires that employees be informed of a rule, infraction of which may result in suspension or discharge, unless conduct is so clearly wrong that specific reference is not necessary."[11]

Here, there were no policies in place that would have drawn Grievant's attention to the fact that he should not leave refueling equipment unattended. There was no rule that clearly indicated leaving equipment refueling (with an automatic shut-off feature) to address another need in the workplace would violate safety protocols. This does not completely excuse Grievant's actions, but it does soften his culpability.

The Company contends—and even Grievant admitted—that he didn't need a policy to tell him not to leave refueling equipment unattended. The Company argues this is common sense, especially for an experienced employee like Grievant. Even if a rule was not necessary, the failure of specific notice mitigates the seriousness of the offense. Moreover,**[*8]** Grievant's conduct was not clearly wrong (as in the case of fighting or stealing), such that no policy is necessary.

Rules do not exist only to prohibit conduct that one would otherwise think is okay. Policies and rules raise our consciousness regarding how to conduct business safely and properly. This is surely why the Company published the "Diesel Equipment, Safe Fueling/Containment Procedures" document five days after Grievant's spill. Not because workers would otherwise think it is acceptable to overfill or leave equipment unattended during the fueling process. But instead to draw workers' attention to the need to exercise care when fueling up equipment. The Company argues, and Grievant acknowledged under cross, that a written policy would not have prevented the spill in this matter. That counterfactual may or may not be true. What one can say is that if the diesel fueling procedures had been in place at the time, all workers (including Grievant) would have been a little more conscious of safety concerns associated with fueling up equipment.

Due Process

Arbitrators may refuse to uphold discipline if the Company failed to fulfill a procedural requirement specified by the agreement.[12] But if an arbitrator feels the company "has complied with the spirit of the procedural requirement," the company's action may be deemed sufficient.[13] Process rights (such as progressive discipline and procedural requirements) may also be dispensed with if the Grievant's offense is extremely serious and involved the risk of injury to employees. Violence in the workplace is the most typical example of such an offense.

Here, I believe there were inexcusable due process violations. Section 6.11 of the CBA states that if a supervisor believes a meeting with a subordinate is likely to result in discharge or suspension, the supervisor should remind the worker of "his/her right to bring his/her Union representative into the discussion." The Company places significant emphasis on the fact that the clause specifically identifies meetings which take place at the *office* ("if any employee is directed by Supervision to attend the office"). In particular, Company counsel argues the telephone call to terminate "was not a directive for [Grievant] to attend the office to be reprimanded about a disciplinary matter as required by Section 6.11." Comp. Br. at 14.

I do not interpret Section 6.11 to indicate that the *place* of the meeting is critical for whether a worker has the right to union representation. I read this provision to indicate that when a supervisor is planning to administer discipline, an employee should be able to have a union representative present for the meeting. The location of the meeting does not seem material to the *spirit* of the clause: which is to have the support of the Union and those who understand the details of the CBA present at a time when the worker could lose his/her job. The Company seems to share this understanding,**[*9]** at least in part, since it asked Mr. Muldrew if he wanted to be present for the termination. Whether in person, by Zoom, or on a telephone call, it seems clear that Grievant should have been given the opportunity for union representation. This would apply to both the suspension and the termination.

The Company argues in response that the suspension was non-disciplinary and thus did not trigger union representation rights. This seems like a distinction without significant difference. The meeting to apprise Grievant of an investigatory suspension seems it would have involved a "reprimand" of sorts and the meeting itself seems like a natural prelude to possible disciplinary suspension or discharge. Especially since the spill-related facts were largely uncontested.

The Company further argues that it asked Union President Muldrew to be on the call and he declined the opportunity to do so. Even so, this does not seem to satisfy the text of Section 6.11. The clause notes that the employee will be reminded of his right "to bring his/her Union representative into the discussion at the time" and that the Company will "make arrangements to have such Union representative excused" for said meeting. Claiming to have invited one union representative for a termination meeting does not seem to satisfy this contractual obligation. Further, even if it did satisfy the Company's obligation, it does not appear union representation was offered or sought for the suspension call Mr. Harter was directed to make.

The Company finally argues Grievant was not prejudiced by any potential violation of Section 6.11. They note the Company was able to decide about his termination based solely on statements provided by Grievant and other witnesses of the spill. However, there are a variety of reasons an employee might

desire union representation for a discipline or termination-related meeting—only one of which is to ensure the employee has the chance to tell their story.

Other Mitigating Facts

Most awards where penalties are modified or set aside involve some combination of mitigating circumstances. Arbitrators are more likely to set aside or reduce penalties when the disciplined employee had not previously been reprimanded or warned about their conduct. Within the same vein, lengthy good service is normally considered a mitigating factor in discharge cases. For example, one arbitrator reinstated a 10-year electrical lineman who had been discharged for a serious safety violation.[14] The lineman had received two written reprimands and a three-day suspension just prior to his discharge. Even so, the arbitrator wrote the following:

> To place these events in context, we must remember that the Grievant had a discipline-free, ten-year career with the Company before the last quarter of calendar year 2011. Although it does not guarantee a job forever, lengthy good service is normally considered a mitigating**[*10]** factor in a discharge case. Long seniority and a good work record "buys extra consideration, it merits the benefit of any reasonable doubt and it obligates an employer to view the employee's record as a whole rather than treating events in isolation."[15]

In the present case, Grievant worked at the Company for almost ten years. In that time, evidence was only presented of one safety-related infraction, which affected only him, and for that Grievant received mere counseling. The Holcim employees who participated in this hearing (Mr. Rather, Mr. Mathis, and Mr. Wilkerson) all testified that Grievant was a very fine worker and had nothing negative to say about him. Moreover, Grievant was remorseful and admitted that he made a mistake. He explained his actions but did not appear to rationalize them. Finally, he expressed his sincere desire to return to his old job and vowed to work safely if given that opportunity.

The Grievant was terminated for doing something that he had not been warned about. He left refueling equipment to check the temperature on the oil tank and fix certain wires. He was trying to do his job—not talking on the phone or take a break. Under such facts, his discharge was not warranted.

VII. AWARD

The Company did not have just cause to terminate the Grievant. The grievance is sustained.

By way of remedy, the Company shall reinstate Grievant with no loss of seniority and with backpay, which will be reduced by amounts received for unemployment.

The undersigned will retain jurisdiction of this matter for a period of sixty (60) days to address any issues regarding implementation of this Award.

Date: April 18, 2023

Bradley A. Areheart, Arbitrator
Knoxville, TN

fn

1 While most of the documents in this matter refer to Firestone, some refer to Lafarg-Holcim—which is the company that acquired Firestone Building Products after the grievance was filed.

fn

2 Grievant's testimony is corroborated both by a report Grievant prepared around the time of the incident, Comp. Exh. 6, as well as a report prepared by maintenance supervisor Justin Russell. Comp. Exh. 5.

fn

3 A report prepared by maintenance supervisor Justin Russell notes, for example, that only "[a] small amount made its way to the storm drainage ditch." Comp. Exh. 5.

fn

4 Many arbitrators have been willing to imply a just cause limitation in collective bargaining agreements. Elkouri & Elkouri, How Arbitration Works, Section 15.2.B.i (2021). The reasoning is that "[i]f management can terminate at any time for any reason, such as one finds in the 'employment-at-will' situation, then the seniority provision and all other 'work protection' clauses of the labor agreement are meaningless." *Herlitz, Inc.*, *89 LA 436, 441* (Allen, Jr., 1987).

fn

5 See, e.g., *Atlantic Automotive Components*, **122 LA 630, 638** (Brodsky, 2006).

fn

6 Elkouri & Elkouri, How Arbitration Works, Section 15.3.F.ii, Due Process and Procedural Requirements (2021).

fn

7 Id. (citing *Lincoln Lutheran of Racine, Wis.*, **113 BNA LA 72** (Kessler, 1999)).

fn

8 *Huntington Chair Corp.*, **24 BNA LA 490, 491** (McCoy, 1955).

fn

9 Discipline and Discharge in Arbitration 2-83 (Brand & Biren eds., Bloomberg BNA 3d ed. 2015).

fn

10 McQuay Int'l, Case No. 99-06558, *1999 WL 908632*, at *27 (Howell, 1999).

fn

11 *Lockheed Aircraft Corp.*, **28 BNA LA 829, 831** (Hepburn, 1957).

fn

12 *Marriott Servs. Corp.*, **109 BNA LA 689** (Kaufman, 1997)

fn

13 *Western Textile Prods.*, **107 BNA LA 539** (Cohen, 1996).

fn

14 *Progress Energy*, **131 BNA LA 1673, 1678** (Abrams, 2013).

fn

15 **Id.** (citation omitted).

General Information

Case Name	Firestone Building Prods. Co.
Date Filed	Tue Apr 18 00:00:00 EDT 2023
Judge(s)	Bradley A. Areheart
Citation	2023 BL 184340; 2023 BNA LA 117; 220906-09005