

STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

SHOPMENS' LOCAL UNION NO. 471, INTER-  
NATIONAL ASSOCIATION OF BRIDGE,  
STRUCTURAL AND ORNAMENTAL IRON WORKERS,  
AFL-CIO,

Complainant,

vs.

THE SKOBIS COMPANY,

Respondent.

Case I  
No. 14222 Ce-1330  
Decision No. 10024-A

Appearances:

Mr. H. L. Kastrul, Attorney at Law, and Mr. Joseph W. Weigel,  
Attorney at Law, for the Complainant.

Mr. Earl Lenger, Corporate Secretary, for the Respondent.

FINDINGS OF FACT, CONCLUSION OF LAW AND ORDER

Complaint of unfair labor practices having been filed with the Wisconsin Employment Relations Commission in the above entitled matter, and the Commission having authorized Howard S. Bellman, a member of the Commission's staff, to act as Examiner and make and issue Findings of Fact, Conclusions of Law and Orders as provided in Section 111.07(5) of the Wisconsin Employment Peace Act, and hearings on such complaint having been held at Milwaukee, Wisconsin, on January 11, 1971, and March 1, 1971, and April 21, 1972, before the Examiner, and the Examiner having considered the evidence, arguments and briefs of counsel, and being fully advised in the premises, makes and files the following Findings of Fact, Conclusion of Law and Orders.

FINDINGS OF FACT

1. That Shopmens' Local Union No. 471, International Association of Bridge, Structural and Ornamental Iron Workers, AFL-CIO, hereinafter referred to as Complainant is a labor organization with offices at 1012 North Third Street, Milwaukee, Wisconsin.

2. That The Skobis Company, hereinafter referred to as the Respondent, is a Wisconsin corporation which was formerly engaged in manufacturing miscellaneous steel and aluminum products for commercial construction at a plant located at 4601 West Woolworth Avenue, Milwaukee, Wisconsin.

3. That at all times material herein the Respondent recognized the Complainant as the exclusive bargaining representative of its production and maintenance employees; that in said relationship, the Respondent and Complainant were, at all times material herein, parties to a collective bargaining agreement covering the wages, hours and conditions of employment of such employees, which agreement

had as its term September 1, 1969 to August 31, 1971; and that said agreement included a grievance procedure, and provided for final and binding arbitration of grievances, which aforesaid arbitration provision the Complainant and Respondent have waived for the purposes of this proceeding.

4. That said collective bargaining agreement also included provisions for certain wages, vacation pay, severance pay, health and welfare insurance payments and pension fund payments to be paid by the Respondent, to or on behalf of the employees covered by said agreement pursuant to certain eligibility requirements and specified procedures; that on approximately September 26, 1970 the Respondent ceased to operate its aforesaid manufacturing plant; and that since said date it has been delinquent in its payments to and on behalf of certain of its employees according to the above-listed provisions of the aforesaid collective bargaining agreement.

5. That the aforesaid delinquency in the Respondent's payments under the collective bargaining agreement's pension fund provisions is in the amount of \$580, which amount should have been paid to the Multi Employer Pension Plan, 3510 West St. Paul Avenue, Milwaukee, Wisconsin; and that, specifically, the Company is delinquent in this regard at the rate of \$30.00 each in its payments to the accounts of employees Robert Doriot, Frank Froehlig, Rudolph Gerstler, Charles G. Kaus, Marvin Link, Palmer Lyday, Donald McDaniel, Anton Meyer, Donald Novak, Gerald M. Novak, Benjamin A. Priebe, Daniel Ronkowski, Ellsworth E. Schmidt, Floyd Thames, Kenneth Weishaar, and Christian Werginz.

6. That Respondent's aforesaid delinquencies pursuant to the collective bargaining agreement's wage, vacation, severance pay and health and welfare insurance provisions, which amounts should have been paid directly to the individual employees named, are as follows: employee Doriot: \$60.18 wages and \$300.90 severance pay (total \$361.08); employee Gerstler: \$64.00 wages, \$192.00 vacation pay and \$1,280.00 severance pay (total \$1,536.00); employee Kaus: \$84.24 wages and \$421.20 severance pay (total \$505.44); employee Lyday: \$54.08 wages, \$162.24 vacation pay, \$135.20 severance pay and \$438.60 insurance (total \$790.12); employee Meyer: \$53.44 wages and \$133.60 severance pay (total \$187.04); employee D. Novak: \$73.28 wages, \$293.12 vacation pay, \$1,832.00 severance pay and \$438.60 insurance (total \$2,637.00); employee G. Novak: \$64.00 wages, \$1,600.00 severance pay and \$438.60 insurance (total \$2,102.60); employee Priebe: \$66.40 wages and \$332.00 severance pay (total \$398.40); employee Ronkowski: \$55.00 wages and \$137.50 severance pay (total \$192.50); employee Schmidt: \$68.48 wages, \$171.20 vacation pay, \$1,712.00 severance pay and \$438.60 insurance (total \$2,390.28); employee Thames: \$60.16 wages, \$451.20 severance pay and \$438.60 insurance (total \$949.96); employee Weishaar: \$64.80 wages, \$259.20 vacation pay, \$972.00 severance pay and \$487.00 insurance (total \$1,783.00); employee Werginz: \$61.76 wages, \$92.64 vacation pay and \$328.95 insurance (total \$483.35).

Upon the basis of the above and foregoing Findings of Fact, the Examiner makes the following

#### CONCLUSION OF LAW

That by failing to comply with wage, vacation, severance pay, pension, and health and welfare insurance provisions of its aforesaid collective bargaining agreement with the Complainant, the Respondent

violated the terms of a collective bargaining agreement, and thereby, committed, and is committing, unfair labor practices, within the meaning of Section 111.06(1)(f) of the Wisconsin Employment Peace Act.

Upon the basis of the above and foregoing Findings of Fact and Conclusion of Law, the Examiner makes the following

ORDER

IT IS ORDERED that Respondent, The Skobis Company, its officers and agents, immediately take the following affirmative action, which the Examiner finds will effectuate the policies of the Wisconsin Employment Peace Act:

- (a) Immediately pay to each of the individuals specified in Finding of Fact 6., above, the amounts of money found therein to be owing to each of them respectively; and immediately pay to the Multi Employer Pension Plan the amount of \$480.00 to be attributed to the accounts of the individuals specified at Finding of Fact 5., above, at the rate of \$30.00 per individual.
- (b) Notify the Complainant, Shopmens' Local Union No. 471, International Association of Bridge, Structural and Ornamental Iron Workers, AFL-CIO, in writing within twenty (20) days from receipt of a copy of this Order, as to what action it has taken to comply with this Order.
- (c) Notify the Wisconsin Employment Relations Commission in writing, within twenty (20) days from receipt of a copy of this Order as to what action it has taken to comply with this Order.

Dated at Madison, Wisconsin, this 4th day of May, 1972.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By Howard S. Bellman  
Howard S. Bellman, Examiner

MEMORANDUM ACCOMPANYING  
FINDINGS OF FACT, CONCLUSION OF LAW AND ORDER

The instant complaint was filed on November 17, 1970 alleging that the Company had failed to comply with its agreement with the Complainant by failing to make certain payments to and on behalf of certain of its employees, and by refusing to submit grievances filed on such matters to arbitration.

During the hearings, which were conducted over a very extended period to allow the parties to settle upon the amounts owed, the Company stipulated to the amounts of its delinquencies, the provisions of the labor contract under which said delinquencies occurred, and the identities of the employees involved. It never denied any of the complaint's allegations of fact or legal contentions. Further, the Company stipulated to the bypassing of the contractual arbitration procedure and the issuance of this determination "on the merits" by the Examiner.

The Company's only factual allegation is that its financial condition, which was the basis for its cessation of operations, as well as its delinquencies under the labor agreement, renders it unable to remedy the delinquencies.

It is understood that the Company is also delinquent as to premiums of the Associated Hospital Service, Inc., the carrier of the health and welfare insurance. However, the Complainant herein is not seeking to recover such amounts. Rather, the amounts indicated as owing to named employees for insurance is stipulated to cover amounts that they would have realized pursuant to the agreement's health and welfare provisions had the Company paid said premiums as the labor agreement and the Company's agreement with the carrier required.

Dated at Madison, Wisconsin, this 4th day of May, 1972.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By

Howard S. Bellman

Howard S. Bellman, Examiner