

STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

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DRIVERS, WAREHOUSE AND DAIRY EMPLOYEES :  
LOCAL NO. 75, :

Complainant, :

vs. :

EVELYN MUELLER d/b/a EVELYN :  
MUELLER TRUCKING, :

Respondent. :

Case I  
No. 15232 Ce-1387  
Decision No. 10740-A

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Appearances:

Goldberg, Previant & Uelmen, Attorneys at Law, by Mr. Albert  
J. Goldberg, for the Complainant.

Mr. James O. Ebbeson, Attorney at Law, for the Respondent.

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

A complaint of unfair labor practices having been filed with the Wisconsin Employment Relations Commission in the above entitled matter; and the Commission having appointed Robert M. McCormick, a member of the Commission's staff, to act as Examiner and to make and issue Findings of Fact, Conclusions of Law and Order as provided in Section 111.07(5) of the Employment Peace Act; and hearing on said complaint having been conducted at Sturgeon Bay, Wisconsin, on February 16, 1972 before the Examiner; and the Examiner having considered the evidence and arguments and being fully advised in the premises, makes and files the following Findings of Fact, Conclusions of Law and Order.

FINDINGS OF FACT

1. That Drivers, Warehouse and Dairy Employees Local No. 75, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the Complainant, is a labor organization having its principal office at 1546 Main Street, Green Bay, Wisconsin.

2. That Evelyn Mueller, doing business as Evelyn Mueller Trucking Company, hereinafter referred to as the Respondent, is a sole proprietorship engaged in the general trucking business and maintains its principal office at 1605 South Shelloh Road, Sturgeon Bay, Wisconsin.

3. That on or near February 1, 1971 Mr. Virgil A. Mueller, manager of the Respondent was approached by representatives of the Complainant, who requested that Respondent sign a labor agreement with Respondent-Union, and further advised Mueller that Complainant represented a majority of Respondent's employees; that Respondent initially declined to sign an agreement; that subsequently and before March 31, 1971, the Complainant filed a charge with National Labor Relations Board, Region 30, alleging that the Respondent was a successor employer and that it had committed certain unfair labor practices by its refusal to honor a collective bargaining agreement; that Mueller, on behalf of Respondent, entered into a tentative agreement with Complainant, which was to be followed by a formal Settlement Agreement

to be approved by the Regional Director of the NLRB, which tentative agreement reads as follows:

"We, the undersigned, hereby agree to settle the above-captioned case on the following principles:

(1) A lump-sum payment of \$2400 from Evelyn Mueller d/b/a Evelyn Mueller Trucking to Teamsters Local 75 in payment of all disputed claims, included but not limited to backpay, health & welfare benefits, and/or any employee or dependent medical expenses;

(2) Evelyn Mueller Trucking agrees to sign the Union master freight agreement effective from April 1, 1970 to June 30, 1973, with amendments applicable to Evelyn Mueller Trucking to be negotiated by the parties hereto. 1/

(3) It is understood that the parties will subsequently formalize the above-principles in settlement of the above-captioned case, and that upon signature of the formalized settlement by the parties, the Union will request withdrawal of the charge in the above-captioned case.

-Evelyn Mueller d/b/a Evelyn  
Mueller Trucking

By /s/ V.A. Mueller

Drivers, Warehouse & Dairy  
Employees Union Local No. 75

By /s/ Steven L. Hotchkiss

1/ The master freight agreement with amendments shall not presently be considered applicable to operations of Mueller Trucking north of Sturgeon Bay, which will subsequently be negotiated or discussed between the parties."

4. That on April 14, 1971, the Complainant and Respondent executed a formal Settlement Agreement which was approved by the Regional Director, NLRB, Region 30, which operated to cause withdrawal of the NLRB's complaint and notice of hearing and which provided for lump sum payment of monies to employees as follows:

". . .

BACKPAY-The Charged Party will make whole the employees named below by payment to each of them of the amount set opposite his or her name.

Allan Vandertie - \$ 967.15  
Kenneth Laubenstein - \$ 717.33  
Herbert Brauer - \$ 715.52"

That said formal settlement agreement executed by Steve L. Hotchkiss on behalf of the Complainant, and Mueller, on behalf of the Respondent on April 14, 1971 further provided inter alia:

"The undersigned parties hereby agree that in the event Evelyn Mueller d/b/a Evelyn Mueller Trucking

signs the National Master Freight Agreement and Central States Area Local Cartage Supplemental Agreement, which agreement shall be effective until June 30, 1973, said Company will not be bound by the wage rates set forth in that agreement.

It is further agreed that upon execution of the above-described agreement by the Company, the parties will bargain over wage rates applicable to the particular operations of the Company.

The parties further agree that the above-described agreement, together with any wage amendments resulting from negotiations between the parties, shall not presently be considered applicable to operations of the Company north of Sturgeon Bay, Wisconsin, but that application of such agreements to those operations shall be negotiated at a future date.

. . ."

5. That on June 4, 1971, the Respondent by Virgil Mueller, and the Complainant by Steven L. Hotchkiss, signed a participation agreement which provided for certain weekly contributions from Respondent Employer toward a pension fund, which reads as follows:

"THIS AGREEMENT made and entered into on the 4 day of June, 1971 by and between the employer and the Union signatory hereto by their duly authorized representatives.

WITNESSETH:

WHEREAS, the Union and the Employer have entered into an Agreement which provides for participation in the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND in order to obtain retirement benefits for employees represented by the Union and employed by the Employer.

NOW, THEREFORE, For and in consideration of the premises and mutual covenants herein contained, and subject to the written acceptance of the parties as participants by said Trust Fund, the Union and the Employer hereby agree as follows:

1. The Union and the Employer agree to be bound by, and hereby assent to, all of the terms of the Trust Agreement creating said CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, all of the rules and regulations heretofore and hereafter adopted by the Trustees of said Trust Fund pursuant to said Trust Agreement, and all of the actions of the Trustees in administering such Trust Fund in accordance with the Trust Agreement and rules adopted.

2. The Employer hereby accepts as Employer Trustees the present Employer Trustees appointed under said Trust Agreement and all such past or succeeding Employer Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement.

3. The Union hereby accepts as Union Trustees the present Union Trustees appointed under said Trust Agreement and all such past or succeeding Union Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement.

4. In accordance with the collective bargaining agreement, copy of which is attached hereto, the effective date of participation in the Pension Fund is June 1, 1971.

5. The Employer agrees to make contributions as required of all other contributory Employers as follows:

The Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND the sum of \$6.00 per week for each employee covered by the collective bargaining agreement, said sum to be increased to \$7.00, effective January 1, 1972, increased to \$8.00, effective January 1, 1973, increased to \$--- effective ----.

6. This Participation Agreement shall continue in full force and effect during the life of the current collective bargaining agreement between the parties and during all renewals and extensions thereof; subject only to increases in the rate of contributions as required by such renewals or extensions. The obligation to make contributions to the Fund shall be terminated when and if such contributions are no longer required by a collective bargaining agreement between the parties.

PLEASE NOTE: This Agreement is not binding upon the Fund until accepted by the Trustees and confirmation of same is sent out over the signature of the Executive Secretary.

IN WITNESS WHEREOF said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

. . . " ;

that on June 4, 1971 the aforementioned representatives also signed a participation agreement on behalf of said parties which provided for certain employer contributions to a health and welfare fund which reads as follows:

"THIS AGREEMENT made and entered into on the 4 day of June 1971, by and between the employer and the Union signatory hereto by their duly authorized representatives.

WITNESSETH:

WHEREAS, the Union and the Employer have entered into an Agreement which provides for participation in the CENTRAL STATES SOUTHEAST & SOUTHWEST AREAS HEALTH & WELFARE FUND in order to obtain benefits for employees represented by the Union and employed by the Employer and in certain cases, non-unit employees of the Employer.

NOW, THEREFORE, For and consideration of the premises and mutual covenants herein contained, and the acceptance of the parties as participants by the said Trust Fund, the Union and the Employer hereby agree as follows:

1. The Union and the Employer agree to be bound by, and hereby assent to, all of the terms of the Trust Agreement creating said CENTRAL STATES, SOUTHEAST & SOUTHWEST AREAS HEALTH & WELFARE FUND, all of the rules and regulations heretofore and hereafter adopted by the Trustees of said Trust Fund pursuant to said Trust Agreement, and all of the actions of the Trustees in administering such Trust Fund in accordance with the Trust Agreement and rules adopted.

2. The Employer hereby accepts as Employer Trustees the present Employer Trustees appointed under said Trust Agreement and all such past or succeeding Employer Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement.

3. The Union hereby accepts as Union Trustees the present Union Trustees appointed under said Trust Agreement and all such past or succeeding Union Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement.

4. In accordance with the COLLECTIVE BARGAINING AGREEMENT, COPY OF WHICH IS ATTACHED HERETO, the effective date of participation in the Health & Welfare Fund is June 1, 1971.

5. The Employer agrees to make contributions as required of all other contributory Employers as follows:

The Employer shall contribute to the CENTRAL STATES, SOUTHEAST & SOUTHWEST AREAS, HEALTH & WELFARE FUND the sum of \$11.50 per week for each employee covered, said sum to be increased to \$12.50, effective January 1, 1972, increased to \$13.50, effective January 1, 1973, increased to \$---, effective -----.

6. Termination date of Contract June 30, 1973.

7. Approximate number of employees 2.

8. This Joint Application shall continue in full force and effect during the life of the current collective bargaining agreement between the parties and during all renewals and extension thereof; subject only to increases in the rate of contributions as required by such renewals or extensions. The obligation to make contributions to the Fund shall be terminated when and if such contributions are no longer required by a collective bargaining agreement between the parties.

9. The employees who are to be covered under the CENTRAL STATES SOUTHEAST & SOUTHWEST AREAS HEALTH & WELFARE FUND by virtue of this application for participation (were or were not)\* covered under a private Health & Welfare plan prior to this application.

IN WITNESS WHEREOF said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

. . . " ;

that at the time of Respondent's execution of the participation agreements, representatives of Complainant did not present to Respondent either separately, or as attached documents to said participation agreements, any copies of a collective bargaining agreement, according to the reference in said participation agreements covering Pensions and Health and Welfare.

6. That on June 8, 1971, Hotchkiss, on behalf of Complainant, sent a list of written proposals to Respondent alluding to certain monetary proposals as a basis for a completed Master Freight and Supplemental Agreement and suggesting that same would be subjects for future discussion between the parties; that sometime in early August 1971, Hotchkiss, on behalf of Complainant, requested that Mueller sign the National Master Freight Agreements, advising Mueller that Respondent was obligated to do so under the terms of the NLRB Settlement Agreement; that Mueller, on behalf of Respondent, signed same; and that Complainant advised Respondent's representative that certain monetary items would be negotiated by the parties in the future as supplements thereto, which conditions, Mueller accepted.

7. That Respondent failed to make any payments on behalf of any employees in the bargaining unit to the Pension or Health and Welfare Funds, designated in the respective participation agreements, after June 1, 1971, the date set forth in said agreements as the effective date for employer contributions, nor after August 14, 1971, the date by which Complainant had presented a collective bargaining agreement to Respondent for signing; that the question of Respondent's contributions to the aforesaid Funds was settled by August 14, 1971, and said proposition was not part of the "open-monetary items" that Complainant and Respondent had agreed to lay-over for prospective negotiations as a local supplement to the Master Freight Agreements; that by August 14, 1971, Complainant and Respondent did effectuate a collective bargaining agreement covering language and certain fringe benefits, namely, agreements with respect to Respondent's making contributions to the Pension and Health and Welfare Funds, but which agreement excluded other monetary items.

8. That after August 14, 1971, the parties did not participate in any further negotiations in an effort to reach an accord on monetary items; that sometime between August 14, 1971 and September 24, 1971, Complainant made a verbal demand upon Counsel for the Respondent for the arrearage in Respondent's contributions to the aforesaid Funds; that on September 24, 1971, the Joint Committee designated by the collective bargaining agreement for final settlement of disputes mailed written notices to Respondent, wherein among other matters, the question of Respondent's obligation to make payments to the Pension and Health and Welfare Funds, and its arrearage in that regard, were noticed for hearing; that on October 6, 1971 the Joint Committee conducted hearing on said questions, and on other matters concerning the alleged violation of the wage-schedule provision of Respondent's collective bargaining agreement; that Respondent made no appearance before said body; and that the Joint Committee rendered a default award to Complainant on certain wage-payment obligations of Respondent as well as one concerning the Respondent's arrearage in payments to the aforesaid Funds, solely on the basis of participation

agreements executed by the Respondent and Complainant on June 4, 1971; that thereafter, Respondent failed to comply with the decision of the Joint Committee after said Committee dispatched written notice of same on November 4, 1971.

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

#### CONCLUSIONS OF LAW

1. That Evelyn Mueller, d/b/a Evelyn Mueller Trucking has not violated, and is not violating, any terms of a collective bargaining agreement with respect to wages otherwise due and owing to any of its employees since March 31, 1971, on the basis that said Respondent and Drivers, Warehouse and Dairy Employees Local No. 75 never reached an accord with respect to a wage schedule as a part of such a collective bargaining agreement, and therefore said Respondent has not committed, and is not committing, any unfair labor practices within the meaning of Sections 111.06(1)(f) and (g) of the Wisconsin Employment Peace Act by refusing to either, comply with an award issued by Wisconsin State Joint Area Committee on October 6, 1971, with respect to the issue concerning Respondent's obligation to pay wages at a level prescribed by a National Master Freight Agreement, or by refusing to pay according to the wage-schedule contained in such an instrument.

2. That said Respondent has not committed, and is not committing, any violation of Sections 111.06(1)(f) and (g) of the Wisconsin Statutes by its refusal to comply with an award issued by the Wisconsin State Joint Area Committee on October 6, 1971 with respect to the issue concerning the obligation of Respondent to make contributions to Pension and Health and Welfare Funds set forth in its collective bargaining agreement, including participation agreements, with said Complainant-Union on the basis that, there exists insufficient evidence within the meaning of Section 111.07(3) of the Wisconsin Statutes for the Examiner to determine whether said tribunal could exercise competent jurisdiction to decide the matter in controversy before it.

3. That Evelyn Mueller, d/b/a Evelyn Mueller Trucking has violated, and continues to violate the terms of the collective bargaining agreement existing between it and Drivers, Warehouse and Dairy Employees Local No. 75 with respect to its obligation to make contributions to the Pension and Health and Welfare Funds as prescribed in said collective bargaining agreement, including the participation agreements, on behalf of its employees employed in the bargaining unit for the period since August 14, 1971 and has thereby committed, and is committing, an unfair labor practice 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 Conclusions of Law, the Examiner makes the following

#### ORDER

IT IS ORDERED that Evelyn Mueller, d/b/a Evelyn Mueller Trucking shall immediately:

1. Cease and desist from violating the terms of its collective bargaining agreement, including participation agreements, in effect between it and Drivers, Warehouse and Dairy Employees Local No. 75, with respect to its obligation to make contributions on behalf of its employees in the bargaining unit to the Pension and Health and Welfare

Funds according to the terms and designations in said participation agreements.

2. Take the following affirmative action which the Examiner finds will effectuate the policies of the Act:

(a) Immediately make payment by certified check to the order of Drivers, Warehouse and Dairy Employees Local No. 75, 1546 Main Street, Green Bay, Wisconsin, 54302, for delinquent Health and Welfare-contributions covering its employees which has accumulated since August 14, 1971 in the total amount, and according to the terms and calculation-formula, set forth in paragraph #5 of the participation agreement entitled, Joint Application Central States Southeast & Southwest Areas Health and Welfare Fund;

(b) Immediately make payment by certified check to the order of said Complainant-Union for delinquent Pension-Fund contributions covering its employees, which has accumulated since August 14, 1971 in the total amount, and according to the terms and calculation-formula, set forth in paragraph #5 of the participation agreement entitled, Participation Agreement, Central States, Southeast & Southwest Areas Pension Fund;

(c) Continue to make timely contributions of monies as required by the terms of its collective bargaining agreement, and the aforementioned participation agreements, to Drivers, Warehouse and Dairy Employees Local No. 75, or payees designated by said labor organization, in the amount and for employees as prescribed by the terms of its collective bargaining agreement, up to June 30, 1973.

(d) Notify the Wisconsin Employment Relations Commission in writing within twenty (20) days of the date of this Order as to what steps it has taken to comply herewith.

Dated at Madison, Wisconsin, this 9<sup>th</sup> day of November, 1972.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By Robert M. McCormick  
Robert M. McCormick, Examiner



EVELYN MUELLER d/b/a EVELYN  
MUELLER TRUCKING

I Decision No. 10740-A

MEMORANDUM ACCOMPANYING  
FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

PLEADINGS, PRAYER FOR RELIEF AND AMENDMENTS THERETO

Complainant in its initial pleadings, alleged that the Respondent was bound by the terms of a Settlement Agreement and Master Freight Agreements that its representative signed, including a wage schedule which Respondent allegedly failed to effectuate; that Respondent was signator to, and obliged under, separate participation agreements to make contributions to Pension and Health and Welfare Funds for all employes in the bargaining unit; that Respondent was subject to the jurisdiction of the forum provided by dispute-settlement machinery in the Master Freight Agreements, and that it had failed to comply with a decision of a Joint Committee, with regard to delinquencies in making contributions to said Funds and violations of the contractual wage schedule. The Complainant charged Respondent with violation of its collective bargaining agreement, failure to abide by an award of the Joint Committee, conduct that Complainant charged to be violative of Sections 111.06(1)(f) and (g) of the Statutes.

The Respondent, in answer, did admit that its representative, Mueller, entered into a representation agreement, but denied the other allegations in the complaint. In course of hearing Respondent argued and adduced evidence for the purpose of showing that it agreed, only to enter into negotiations with Complainant after the Settlement Agreement in an effort to reach an accord on the Master Freight Agreements; that it executed and signed a Settlement Agreement to resolve all disputes between it and Complainant existing prior to March 31, 1971, and further arranged to effectuate a make-whole payment of \$2400, to be divided among three employes then in its employ; that the participation agreements were subject to agreement on all monetary items; that at most the signed participation agreements involving Pension and Health and Welfare Funds were to apply only to the two (2) employes in question employed on June 4, 1971; and that said employes quit on August 14, 1971; and that ultimately the parties never did agree upon a collective bargaining agreement.

Complainant in course of hearing abandoned its prayer for relief regarding wage claims for the employes covered by the Settlement Agreement as well as those of their replacements. Complainant requested that, in the alternative, Respondent be found to have violated its collective bargaining agreement and/or the participation agreements on Pension and Health and Welfare as separate collective bargaining agreements, and further requested that the Respondent be directed to make whole the Funds, for all contributions due and owing since June 1, 1971, and an order directing future payments up to June 30, 1973.

The Examiner has concluded that no collective bargaining agreement was reached between the parties as to amendments regarding monetary items, including a wage schedule, which otherwise would have become part of the Master Freight Agreements. We further conclude that the Joint Committee had no jurisdiction to fix liability for any deficiency in wages payed by Respondent, based upon Complainant's grievance before the Committee, absent such a completed labor agreement. Therefore Complainant's allegations in that regard have been dismissed.

## FACTS AND POSITIONS:

The facts have been sufficiently set forth in the Findings of Fact, and the arguments of parties shall be covered under Discussion to follow.

## DISCUSSION:

With respect to Complainant's contention that Respondent has failed to comply with the Joint Committee's decision that Respondent had failed to implement the participation agreement as to Pension and Health and Welfare contributions, the Examiner concludes that there is insufficient evidence in this record to establish that the Joint Committee relied upon any evidentiary facts other than the signed participation agreements. For instance, on the other pleaded counts concerning deficient wage payments and whether Respondent was bound by a completed master freight agreement with amendments, the Joint Committee found Respondent had failed to comply with the contractual wage schedule, evidently concluding that such a labor agreement had been completely negotiated as to monetary items. The evidence here could only support a contrary finding. There is no evidence in this record to indicate that the Joint Committee gave any consideration to the circumstances surrounding the Settlement Agreement and to the evolution of the bargaining relationship between the parties before it determined that Respondent had a contractual obligation to make payments to the Funds for all employees in the unit. (emphasis supplied)

The Examiner would closely scrutinize a default award before a forum such as the Joint Committee and therefore has concluded that Complainant has failed to establish by a clear and satisfactory preponderance of the evidence, that Respondent had failed to accept as conclusive, the determination of the Joint Committee regarding Respondent's contractual obligation to make contributions to the Pension and Health and Welfare Funds, within the meaning of Section 111.06(1)(g) of the Statutes. For the same reasons, the Complainant has failed to prove that Respondent is bound by an award of the Joint Committee in that regard, otherwise enforceable under Section 111.06(1)(f) of the Employment Peace Act.

Proceeding to the question on the merits, as to whether Respondent violated the terms of the Master Freight Agreements and/or separate participation agreements by its failure to make periodic contributions for all employees after June 1, 1971, the Respondent in effect argues in the alternative that its representative signed the participation agreements believing that Respondent's obligation to make contributions to the Funds, applied only to the then current employees, who were affected by the Settlement Agreement before the National Labor Relations Board.

The record discloses that Respondent's manager was aware at the time he signed the tentative Settlement Agreement, that he was dealing with the representative of his employees. Mueller was aware, as of March 31, 1971, that Respondent would be called upon to sign the Master Freight Agreement. The notice posted pursuant to the NLRB approved Settlement Agreement set forth an acknowledgement that the Respondent considered itself bound by the National Master Freight Agreement. Mueller signed the participation agreement in June of 1971. There is nothing in the testimony of either Mueller or Union witnesses that any Union representative advised Mueller at the time he signed the participation agreements, that same was only to apply to two of three employees involved in the back-pay arrange-

ments under the Settlement Agreement approved by NLRB. The participation agreements refer to contributions "for each employee covered by the collective bargaining agreement." The evidence clearly preponderates for the proposition that Mueller signed the Master Freight Agreement by middle-August 1971. There is no credible evidence in the record to indicate that the Respondent's obligation to make contributions to the Fund prescribed in the June 1971 participation agreement were merely conditional, only to become binding upon Respondent when the parties finally effectuated an agreement on all monetary items. The evidence would indicate that wages and other fringes, excluding employer contributions outlined in the participation agreements, were the only open items to be negotiated after August 14, 1971.

In the federal area, Section 301 law (29 U.S. Sec. 185(a)), which permits suits by a party to secure enforcement of agreements between employers and unions, the bell-cow case is Retail Clerks v. Lion Dry Goods, 369 U.S. 17, 49 LRRM 2670 (1962), wherein the Court held that the word "contract" was not limited to a collective bargaining agreement, nor was it limited to an agreement with a union, which at the time qualifies as the recognized exclusive bargaining representative of the employees of an employer. The U.S. Supreme Court held that a strike-settlement agreement between an employer and a minority union was such a contract entitled to enforcement under Section 301(a). Similarly, a U.S. District Court held that a recognition agreement between an employer and a union was entitled to such enforcement, which by its terms provided for interest arbitration. The Court refused to stay the interest arbitration and rejected the employer's defense that the Union had failed to furnish the employer with proof of its majority status. (See Seltzer v. Livingston (U.S.D.C., S.D. of New York) 61 LRRM 2581).

In Packerland Packing Co., Inc., WERC-7414-B, 11/66, this Commission has held that a settlement agreement between an employer and union is a collective bargaining agreement within the meaning of Section 111.06(1)(f) of the Employment Peace Act. Similarly, a grievance-settlement agreement was held by the Commission to be such a collective bargaining agreement enforceable under the statute in Stolper Industries, Inc., WERC-8157, 8/67.

The Examiner is satisfied that Respondent entered into a collective bargaining agreement by August 14, 1971 when it signed the Master Freight Agreements, which included the previously signed participation agreements, and that said participation agreements separately constitute collective bargaining agreements within the meaning of Sections 111.06(1)(f) of the Employment Peace Act. However, as to remedy, the Examiner has directed that Respondent make the required contributions to the Funds only from August 14, 1971, the date the Master Freight Agreements were signed by Respondent.

Dated at Madison, Wisconsin, this 2<sup>nd</sup> day of November, 1972.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By Robert M. McCormick  
Robert M. McCormick, Examiner