

STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

CARPENTERS' LOCAL #1074,

Complainant,

vs.

HOEPPNER-BARTLETT COMPANY,

Respondent.

Case V

No. 15615 Ce-1426

Decision No. 11207

ORDER

Carpenters' Local #1074 having filed a complaint with the Wisconsin Employment Relations Commission wherein it alleged that Hoeppner-Bartlett Company had committed unfair labor practices within the meaning of Section 111.06(1)(f) and (g) of the Wisconsin Employment Peace Act by its failure or refusal to accept an arbitration award issued by Commissioner Zel S. Rice II, where the parties had previously agreed that such arbitration award should be final and binding upon them; and a hearing having been held in the matter at Eau Claire, Wisconsin on August 4, 1972, Marvin L. Schurke, Hearing Officer being present; and during the course of such hearing it having become apparent that the primary issues in dispute between the parties concern the determination of amounts necessary to make certain employees whole under the terms of the arbitration award; and further, it being apparent that the arbitrator retained jurisdiction to determine the amount of back pay the employees are entitled to receive in the event that the parties could not agree thereon; and the Commission being satisfied that it has no jurisdiction in the matter,


NOW, THEREFORE, it is

ORDERED

That the complaint filed in the above entitled matter be, and the same hereby is, dismissed.

Given under our hands and seal at the
City of Madison, Wisconsin, this 11th
day of August, 1972.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By 
Morris Slavney, Chairman


Jos. B. Kerkman, Commissioner

Commissioner Rice did not participate in the consideration or decision of this case.

No. 11207

MEMORANDUM ACCOMPANYING
ORDER

In its complaint filed on May 10, 1972, the Union alleged that a dispute between it and the Company had been processed to arbitration; that Zel S. Rice II, a Commissioner of the Wisconsin Employment Relations Commission, was appointed as the impartial arbitrator; that a hearing was held before the arbitrator on January 12, 1972; that an agreement was reached between the parties to resolve one of the disputes before the arbitrator, whereby checks for reimbursement of employee parking expenditures would be forwarded to the Business Representative of the Union for distribution to the employees; and that an arbitration award had been issued, wherein the Company was found to have violated the collective bargaining agreement by the layoff of a steward and was ordered to make the steward whole for time lost as a result of the lay-off, and to make the other employees whole for time lost as a result of a work stoppage related to the improper layoff of the steward. The Union further alleged that the Company had failed to send the checks and had demanded that the employees stop at the Company office with the slips showing they paid for parking before reimbursement would be made; and that the Company had refused to pay for the lost time. The Company did not file an answer.

Prior to the opening of the hearing on August 4, 1972, the parties met and resolved the dispute concerning the payment of the reimbursement for parking fees, as follows:

"That the employees would verify to the local Business Representative of the Carpenters' Union their payments on parking and thereafter would be paid by the Company for their parking under the arbitration agreement."

While admitting, during the course of the hearing, that it had not made any payments pursuant to the arbitration award, the Company claimed that it disagreed with the Union as to the amounts to be paid. The Union takes the position that the amount due in each case is equal to the number of hours lost due to the layoff or work stoppage, multiplied by the full hourly wage and benefit rates for the employee. The Company contends that, since no work was performed on the job during the work stoppage and all of the work on that job was later performed by the same employees, the job merely took one and one half days longer to complete than it would have in the absence of the work stoppage. Certain of the employees involved were laid off at the completion of that job and went on unemployment compensation. The Company argues that in those cases, the "loss" to the employees resulting from the work stoppage was limited to the loss of one and one half days of unemployment compensation benefits which they would have received had they been laid off one and one half days sooner.

Arbitrator Rice issued a written arbitration award on April 13, 1972, which states, inter alia:

"AWARD

"The Employer violated the labor agreement between the parties when it gave David Koch a layoff from the Library Addition job. The Employer is directed to reinstate Koch under the contract with full rights, and he shall be made whole for the time lost as a result of the layoff. The Employer shall also make whole all employees for the period of the work stoppage resulting from the economic action. The checks making whole the employees shall be delivered by the Employer to the Union for distribution.

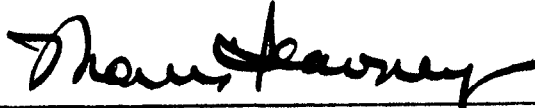
"The arbitrator will retain jurisdiction to determine the amount of back pay the employees are entitled to receive in the event that the Employer and the Union cannot agree."

It is clear that the primary dispute presently existing between the parties concerns the interpretation of the arbitration award and the computation of the amount of back pay the employees are entitled to receive. Under the circumstances, the Commission finds that the dispute is still within the jurisdiction of the arbitrator, and the Commission has no jurisdiction. Should the parties fail in their efforts to reach agreement as to the amounts necessary to make the employees whole for the time lost, they should so advise the arbitrator.

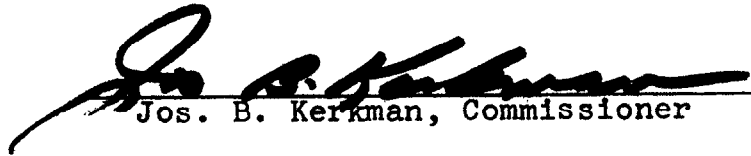
Dated at Madison, Wisconsin, this 11th day of August, 1972.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By



Morris Slavney, Chairman



Jos. B. Kerkman, Commissioner

Commissioner Rice did not participate in the consideration or decision of this case.