

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

Respondent.

No. 12390-A

by the Wisconsin Employment Relations Commission. . . .
Written notice by registered return receipt letter
of a demand for arbitration shall be given to the
Contractor and Association or as applicable to the
Union at its Milwaukee headquarters. The Contractor
and Association as the case may be shall agree in
writing within seven (7) calendar days to arbitrate
the dispute."

4. That by registered letter dated November 10, 1973, the
Union filed a grievance with Respondent concerning certain subcontracting
work, at which time the Union advised that it was requesting arbitration
of the dispute in the event that Respondent did not want to settle the
matter; that Respondent acknowledged receipt of said registered letter
on November 13, 1973; and that Respondent thereafter refused to respond
to said letter.

5. That the Union thereafter mailed another registered letter
to Respondent on November 19, 1973, in which the Union referred to
its earlier November 10, 1973 communication, and reiterated that it
wanted to meet with Respondent to discuss the grievance it had filed;
that Respondent acknowledged receipt of said registered letter on
November 20, 1973; and that Respondent thereafter refused to respond
to said letter.

6. That the Union filed the instant complaint on or about
January 4, 1974 alleging that Respondent had refused to comply with
the contractual provisions of the aforesaid Agreement, by failing to
proceed to arbitration and that said refusal constituted an unfair
labor practice under Section 111.06(1)(f) of the Wisconsin Employment
Peace Act.

7. That Respondent has refused to proceed to arbitration and
that therefore it had breached the terms of the Agreement.

Based upon the above and foregoing Findings of Fact, the
Examiner makes the following

CONCLUSIONS OF LAW

1. That Respondent and the Union have agreed to a valid
contract within the meaning of the Wisconsin Employment Peace Act.

2. That by failing and refusing to proceed to arbitration,
as required in Article 9 of the Agreement, Respondent has committed
an unfair labor practice within the meaning of Section 111.06(1)(f)
of the Wisconsin Employment Peace Act.

Based upon the above and foregoing Findings of Fact and Conclusions
of Law, the Examiner makes the following

ORDER

IT IS ORDERED that Respondent, Edward Ryan, Inc. its officers
and agents shall immediately:

(1) Cease and desist from:

Refusing to comply with the terms of the collective
bargaining agreement Respondent signed with the Union,

including the arbitration provision contained in Article 9 of the Agreement.

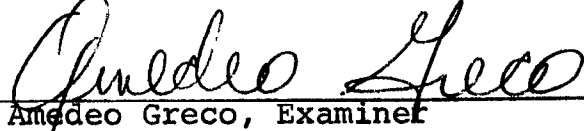
(2) Take the following affirmative action which the Examiner finds will effectuate the policies of the Wisconsin Employment Peace Act:

- (a) Immediately comply with all of the terms contained in the aforesaid collective bargaining agreement, including the contractual arbitration provision.
- (b) Immediately proceed to arbitration.
- (c) Notify the Wisconsin Employment Relations Commission, in writing, within twenty (20) days from the date of this Order, as to what steps it has taken to comply herewith.

Dated at Madison, Wisconsin this 25th day of April, 1974.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By


Amedeo Greco, Examiner

MEMORANDUM ACCOMPANYING FINDINGS OF FACT,
CONCLUSIONS OF LAW AND ORDER

As noted above, Respondent did not appear at the hearing. The Examiner attempted to telephone Respondent on the day of the hearing, but received no answer. Respondent had earlier been advised of the hearing by means of a certified letter dated January 10, 1974, receipt of which Respondent acknowledged. Following the close of the hearing, the Examiner by letter dated March 29, 1974 accorded Respondent an opportunity to receive a copy of the transcript and to file a brief. Respondent did not reply.

With reference to the substantive issues herein, the record establishes that Respondent executed a valid collective bargaining agreement with Respondent, that the agreement contained an arbitration clause, that the Union requested arbitration of a dispute, and that Respondent thereafter refused to proceed to arbitration, as it was required to do under Article 9 of the contract. Accordingly, the undersigned finds that Respondent has breached the contractual arbitration requirement and that such action constitutes an unfair labor practice within the meaning of Section 111.06(1)(f) of the Wisconsin Employment Peace Act.

Dated at Madison, Wisconsin, this 25th day of April, 1974.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By Amedeo Greco
Amedeo Greco, Examiner