STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

FIREFIGHTERS LOCAL 1633,	:	
Complainant,	:	Case XVIII No. 18492 MP-404
vs.	:	Decision No. 13175-A
CITY OF SOUTH MILWAUKEE,	:	Case XIX No. 18493 MP-405
Respondent.	:	Decision No. 13176-A

Appearances:
Mr. Ed Durkin, Vice President, International Association of Firefighters, on behalf of Firefighters Local 1633.
Kenneth J. Bukowski, Esq., City Attorney, for the City of South Milwaukee.

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

Firefighters Local 1633, having filed two separate complaints with the Wisconsin Employment Relations Commission, herein Commission, wherein it alleged that the City of South Milwaukee had committed certain prohibited practices; and the Commission having appointed Amedeo Greco, 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 for in Section 111.70(5) of the Wisconsin Statutes; and a consolidated hearing on both complaints having been held at Milwaukee, Wisconsin, on December 19, 1974, 1/ before the Examiner; and the Examiner having considered the evidence and arguments of Counsel, makes and files the following Findings of Fact, Conclusions of Law and Order.

FINDINGS OF FACT

1. That Firefighters Local 1633, herein Complainant, is a labor organization and at all times material herein has been the exclusive bargaining representative of certain firefighting personnel employed by the City of South Milwaukee.

2. That the City of South Milwaukee, herein Respondent, constitutes a Municipal Employer within the meaning of Section 111.70(1)(2) of the Wisconsin Statutes; that, as part of its municipal services, Respondent maintains a Fire Department which provides fire protection; and that in said Fire Department, there are approximately ten full-time paid firefighters, herein regulars, and about eight unpaid part-time firefighters, herein volunteers.

3. That Complainant and Respondent at all times material hereto were parties to a collective bargaining agreement which contained a grievance procedure; and that Article 12, Section 3, of said procedure provided that:

1/ Unless otherwise noted, all dates hereinafter refer to 1974.

"STEP III. The grievance shall be considered settled in Step II, unless the Association within fifteen (15) days appeals the decision of the Chief of the Fire Department to the Wages, Salaries and Welfare Committee of the Common Council.

The Wages, Salaries and Welfare Committee of the Common Council shall meet initially to allow the Association to present and discuss all facts and data regarding the issue at hand. Upon request of the Association, additional time shall be given as mutually agreed upon to gather additional data and amend the form of the written grievance prior to final action of the Wages, Salaries and Welfare Committee.

Thereafter the Wages, Salaries and Welfare Committee of the Common Council shall be empowered to convene and to confer with the aggrieved and the Association to hear the evidence pursuant to such rules as they may adopt and to make a written decision within twenty-one (21) days which shall be final and binding on both parties."

4. That Fire Chief Russel Wendt scheduled a fire drill for September 9; that all regular and volunteer firefighters were required to attend said drill for training purposes; and that all such firemen would be paid about nine dollars for attending that drill.

5. That shortly before said drill was held, regular firefighters Robert Stoesser and Russel Maass asked Chief Wendt for permission to be excused from said drill because a union convention was also scheduled for September 9; that Chief Wendt replied that he would not grant such permission; that Stoesser and Maass then stated that they were going to the union convention even without Wendt's permission; and that Wendt replied that if they did miss the scheduled September 9 drill without permission, that in that case neither Maass nor Stoesser would be paid for attending the next scheduled drill.

6. That Respondent for several years has required all of its regular and volunteer firefighters to attend training drills; that Respondent has adopted a policy under which a firefighter who misses a drill without a valid excuse is not paid for attending the next drill thereafter; that regular firefighters are excused from attending such drills only in cases of death, vacation, sickness, or emergency; that while Respondent has been fairly lenient in excusing volunteers from attending such drills, Respondent has been more reluctant to similarly excuse regulars because, in Chief Wendt's words:

"Well, I feel they're professional men and the only time these people really get out to practice driving, hooking up to the hydrants, actually pumping, and doing jobs that are important to their job and making them professional, they have only this one opportunity during the month where we get all the men together; and this is part of their duty. We don't have any outside training in the department because we do not have that type of manpower on duty; we have only five or six men on duty; and we do not pull the men out of the station to train during the day."

7. That Maass and Stoesser attended their union convention and therefore missed the September 9 drill; that Maass and Stoesser attended the next regularly scheduled drill; that, pursuant to its past practice, Respondent refused to pay Maass and Stoesser for attending the second drill, while at the same time Respondent did pay all other firemen for attending the second drill.

8. That Complainant subsequently filed a grievance with Respondent on September 12, which provided:

> "On September 9, 1974, while off duty, two officers of local 1633 attended an association seminar at West Allis Wisc. On this date the South Milwaukee Fire Dept. held its monthly drill and meeting. The two officers of local 1633 asked the fire chief to be excused from this drill and meeting. Permission to be excused was denied. Attendance at this drill showed that 5 members were excused, while the two officers of local 1633 were marked absent. By being marked absent these two men will also lose the credits they would receive for their next on duty drill. We feel that this is a discriminatory practice. As a solution we feel that the two officers of local 1633 be excused from this drill, that all fire dept. members be treated equally, and that the two association officers not lose credits for their next on duty drill."

9. That by letter dated September 16, Chief Wendt denied the grievance.

10. That by letter dated September 23, Complainant appealed Chief Wendt's denial to Respondent's Wages, Salaries and Welfare Committee, which, as noted in Paragraph 3 above, was the final step in the contractual grievance procedure, and that said Wages, Salaries and Welfare Committee was comprised of members from Respondent's Common Council.

11. That by letter dated October 24, George Swessel, the Chairman of the Wages, Salaries and Welfare Committee, denied the relief sought in the grievance, and there stated, inter alia:

> "The initial paragraph of the grievance procedure set forth in the agreement between the City of South Milwaukee and the South Milwaukee Firefighters Protective Association states that only matters involving interpretation, application or enforcement of the terms of this agreement shall constitute a grievance under the provisions set forth below. It is the unanimous feeling of the Wages, Salaries and Welfare Committee that the September 12, 1974 matter entitled a grievance is not subject to the grievance procedure since the subject matter does not involve the interpretation, application or enforcement of the terms of the agreement. For this reason, the solution requested in the September 12, 1974 statement of grievance is denied."

12. That following receipt of said letter, Complainant filed the complaint herein, wherein it alleged that Respondent's refusal to pay Maass and Stoesser for attending the second drill was based on discriminatory considerations and was therefore violative of Section 111.70(3)(a)1 of the Municipal Employment Relations Act, herein MERA.

13. That with respect to its second complaint allegation, Complainant alleges that Respondent was contractually required to pay Stoesser for the duration of a 1973 work-related disability and that it failed to do so.

14. That as to that issue, the record establishes that firefighter Stoesser suffered a work-related injury in 1970; that Stoesser thereafter received disability benefits under workman's compensation; that during the time of this 1970 disability, which lasted about a month, Respondent continued to pay Stoesser his full salary, minus the amount of money that he was receiving under workman's compensation; and that Stoesser was then retained on Respondent's payroll, without having to use any of his accumulated sick leave.

15. That at about this time, Respondent had adopted the practice of paying full salary to employes who suffered job-related injuries; that Respondent apparently pursued this policy with respect to its other municipal employes; and that, pursuant thereto, Respondent had, over a period of years, paid former firefighter Robert Hoffa his full salary for his entire disability caused by a recurring back injury.

16. That following his 1970 injury, Stoesser subsequently reinjured his back in 1973, and was disabled from August 11, 1973 to December 3, 1973; that Stoesser asked then Fire Chief Max Dinkelman what procedure he should follow in order to obtain payment for his injury; that Chief Dinkelman replied that Stoesser should pursue the matter with Respondent's insurance carrier and that if the injury were job-related, Respondent would then pay Stoesser his full salary.

17. That Stoesser thereafter applied for workman's compensation; that his claim was initially denied by the insurance carrier; that, on appeal, the Wisconsin Department of Industry, Labor and Human Relations, Workman's Compensation Division (herein Division or Workman's Compensation Division), ruled on July 29, 1974, that Stoesser's injury was work-related and therefore compensable under workman's compensation; and that in so ruling, the Division found (and the parties agree that it did so correctly), inter alia, that:

> "That the applicant engaged in heavy work for the respondent from January, 1971, until his last day worked on August 11, 1973 and during this period of time experienced low back pain which became progressively worse until he had to discontinue work; that his work duties during this period consisted of lifting stretcher patients as well as his fire fighting duties which included the lifting and handling of hoses, ladders, and fire extinguishers; that rolled hoses lifted by the applicant unassisted weighed approximately 50 pounds, and ladders lifted and handled by applicant and other employes weighed from 100 to 150 pounds, and fire extinguishers handled and lifted by applicant alone weighed approximately 50 pounds; that the foregoing work duties during this period were sufficiently strenuous and arduous as to have caused an accidental injury to applicant's low back arising out of his employment on an occupational basis; that the date of injury is the last day worked on August 11, 1973; that the applicant underwent low back surgery (laminectomy) on August 21, 1973.
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> That the applicant sustained additional temporary total disability from August 11, 1973 to December 3, 1973, both dates exclusive, a period of 16 weeks, one-third of which is apportioned to the injury of August 11, 1973, entitling applicant to the sum of $480.00 and two-thirds to the injury of October 26, 1970, entitling applicant to the sum of $842.68, for a total of $1,322.68; that the injury of October 26, 1970 caused 5 per cent permanent total disability which entitled the applicant to compensation for 50 weeks, at the rate of $48.50 per week, in the sum of $2,425.00, all accrued."

18. That the collective-bargaining agreement provided in Article 17, entitled "Duty-Incurred Disability Pay", that:

> "Any employee who sustains an injury while performing within the scope of his employment, as provided by Chapter 102 of the Wisconsin Statutes (Workmen's Compensation Act) shall receive full salary in lieu of workmen's compensation for the period of time he may be temporarily totally or temporarily partially disabled because of said injury, not to exceed one (1) year from the date of

injury. Any compensation received by the employee during this period shall be turned over to the City Clerk."

19. That by letter dated August 13, Stoesser informed Chief Wendt that:

"Due to the ruling of the Industrial Commission and by advice of City Attorney, Kenneth Bukowski [sic] I hereby submit, in writing, a request for payment of wages for November 1st, 1973 thru December 3rd, 1973 for that period of disability.

I also request the return of (55) fifty-five sick days charged to me during the period of my absence."

20. That Respondent apparently replied by letter dated September 18, wherein it stated that Stoesser was not entitled to such additional compensation.

21. That by letter dated October 1, Stoesser's Attorney, C. K. Sabrowsky, advised Respondent, inter alia, that:

"It appears that the award made by the Workmen's Compensation Division of the Department of Industry, etc. amounts to $1,322.68 for 16 weeks disability beginning August 11, 1973, and ending December 3, 1973. During this period of time Duty-Incurred Disability Pay in lieu of workmen's compensation under Stoesser [sic] pay scale would amount to $3,488.00. We, therefore, stand ready to turn over to the City Clerk of the City of South Milwaukee the sum of $1,322.68 in exchange for payment of $3,488.00.

Please present our demand to the Common Council of the City and advise what action is taken in order that we might know how to proceed."

22. That by letter dated November 1, Respondent's City Attorney, Kenneth J. Bukowski, denied this request and replied in part that:

"It is the Council's position that Mr. Stoesser has made an election to pursue his remedies under the Workmen's Compensation Act. Having done so, he is now foreclosed from seeking reimbursement from the City.

Relative to the case of Grede Foundaries, Inc. vs. Price Erecting Co. (38 Wis. 2nd 502) cited in your October 1 letter, it appears that this case does not stand for the proposition that [sic] employee may pursue two liability approaches against his employer, Workmen's Compensation and another approach. This case, and cases cited therein, dealt with the situation of an employee recovering from his immediate employer, under Workmen's Compensation, and then attempting to recover on a negligence theory, against a party who had contracted with his immediate employer. The courts have consistently held, that once an employee pursues his Workmen's Compensation remedies, he is foreclosed from pursuing other remedies against his employer.

Therefore, based on the above, and further based on the fact that Section 102.03 (2) of the Wisconsin Statutes provides that Workmen's Compensation liability is the sole remedy against an employer, the Common Council does not feel that Mr. Stoesser's claim is warranted."

23. That following receipt of said letter, Complainant filed the complaint herein, wherein it alleged that Respondent's refusal to fully

compensate Stoesser for the duration of his 1973 disability was violative of Article 17 of the collective bargaining agreement.

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

CONCLUSIONS OF LAW

1. That Respondent's refusal to pay Stoesser and Maass for attending a second fire drill, after they had missed the September 9, 1974 drill without a valid excuse, was not based on any discriminatory considerations and therefore was not violative of Section 111.70(3)(a)1, or any other provision, of MERA.

2. That Respondent's refusal to fully compensate Stoesser for his 1973 work-related injury was violative of Article 17 of the collective bargaining agreement, and, as such, violated Section 111.70(3)(a)5 of MERA.

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

ORDER

1. IT IS ORDERED that the complaint allegation relating to Respondent's failure to pay Stoesser and Maass for attending a fire drill be, and the same hereby is, dismissed.

2. IT IS FURTHER ORDERED that Respondent, its officers and agents, shall immediately:

(1) Cease and desist from refusing to comply with Article 17 of the collective bargaining agreement under which Respondent has agreed that it will make its employes whole in the event they incur work-related injuries.

(2) Take the following affirmative action which the Examiner finds will effectuate the policies of MERA.

(a) Immediately comply with Article 17 of the contract by paying to Stoesser his full salary, minus the benefits that he received under workman's compensation, for the duration of his 1973 disability.

(b) Notify all employes, by posting in conspicuous places in its offices where employes are employed, copies of the notice attached hereto and marked "Appendix A". That notice shall be signed by Respondent, and shall be posted immediately upon receipt of a copy of this Order and shall remain posted for thirty (30) days thereafter. Reasonable steps shall be taken by the Respondent to insure that said notices are not altered, defaced or covered by other material.

(c) Notify the Wisconsin Employment Relations Commission, in writing, within twenty (20) days following the date of this Order, as to what steps have been taken to comply herewith.

Dated at Madison, Wisconsin, this 18th day of March, 1975.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By Amedeo Greco
Amedeo Greco, Examiner

APPENDIX "A"

NOTICE TO ALL EMPLOYES

Pursuant to an Order of the Wisconsin Employment Relations Commission, and in order to effectuate the policies of the Municipal Employment Relations Act, we hereby notify our employes that:

1. WE WILL comply with all of the terms of the 1974 collective bargaining agreement, including Article 17 therein, which provides that employes who sustain work-related injuries shall receive full salary in lieu of workman's compensation.

2. WE WILL immediately award Robert Stoesser his full salary, minus the benefits that he received under workman's compensation, for the duration of his 1973 disability.

3. WE WILL NOT in any other or related matter interfere with the rights of our employes, pursuant to the provisions of the Municipal Employment Relations Act.

Dated this _____ day of _____, 1975.

By _____
City of South Milwaukee

THIS NOTICE MUST BE POSTED FOR THIRTY (30) DAYS FROM THE DATE HEREOF AND MUST NOT BE ALTERED, DEFACED OR COVERED BY ANY MATERIAL.

MEMORANDUM ACCOMPANYING FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

The allegations in the two complaints are discussed separately.

1. Respondent's alleged discriminatory refusal to pay Stoesser and Maass for their attendance at a fire drill.

With respect to this allegation, Complainant primarily asserts that Respondent refused to pay Stoesser and Maass for attending the second drill herein, that Respondent paid all other firefighters for attending such drill, and that, therefore, Respondent's refusal to similarly pay Stoesser and Maass was based on discriminatory considerations which were violative of Section 111.70(3)(a)1 of MERA. Respondent, on the other hand, argues that this issue cannot be considered in the instant forum because it has already been disposed of in the contractual grievance-arbitration procedure, and that, in any event, Respondent has consistently followed the policy it followed herein and that, accordingly, it has not discriminated against either Stoesser or Maass.

Contrary to Respondent, the undersigned finds that the issue herein should be resolved in the present complaint proceeding. This is so because the contract does not provide for final and binding arbitration by a neutral party to the dispute. Rather, the contract only provides, as its penultimate step, that grievances can be submitted to Respondent's Wages, Salaries and Welfare Committee of the Common Council which, in turn, shall make a decision "which shall be final and binding on both parties." The Wages, Salaries and Welfare Committee, obviously, is not an impartial party to a dispute, since it in effect is a subordinate body of the Municipal Employer. Accordingly, and because said Wages, Salaries and Welfare Committee in any event has refused to pass upon the merits of the grievance herein on the ground that it was not arbitrable under the contract, and since Complainant here is asserting a violation of a statutory, rather than a contractual right, the undersigned finds that it is appropriate to decide the merits of this issue.

With respect to Respondent's refusal to pay Maass and Stoesser for attending the fire drill in question, the record establishes that: (1) Respondent for several years has consistently excused its regular firemen from attending fire drills only in cases of death, vacation, sickness or emergencies; (2) when a fireman missed a regularly scheduled drill without a valid excuse, Respondent would then penalize that fireman by not paying to him the nine dollars he would otherwise receive for attending the next drill; and (3) Respondent is more lenient in excusing volunteers from attending these fire drills. However, Respondent's policy of demanding a higher standard from its regulars regarding their absences at fire drills is based on a legitimate business reason, i.e., the fact that such attendance is the only means under which regulars can receive the training needed for the performance of their full-time job duties. On the other hand, inasmuch as volunteers serve without pay, and are therefore not required to work as much as the regulars, Respondent's interest in having them attend the training drills is obviously not as great as is the case with the regular firemen.

In light of the foregoing, the undersigned concludes the Respondent's refusal to pay Maass and Stoesser for attending the second drill was not based on any anti-union discriminatory considerations, but rather, was in accord with Respondent's well-established past practice, and as such, was based on legitimate.business considerations. As a result, there is no merit to this complaint allegation and it must therefore be dismissed.

2. Respondent's alleged violation of the collective bargaining agreement.

Complainant maintains that Respondent is contractually required under Article 17 of the contract to pay employes full salary for work-related injuries, that Stoesser sustained such an injury in 1973, and that Respondent's refusal to pay Stoesser his full salary for the duration of his 1973 disability is violative of Article 17.

In its defense, Respondent primarily 2/ argues that: (1) Stoesser elected to receive workman's compensation as his exclusive remedy and that, therefore, he cannot now seek additional compensation from Respondent; and (2) assuming, arguendo, that Stoesser is entitled to further compensation from Respondent, Stoesser in any event is entitled to only a third of his salary during the time of his 1973 disability, on the ground that only one-third of Stoesser's disability stemmed from his 1973 injury, with the remaining two-thirds relating back to Stoesser's prior 1970 injury, which, says Respondent, is not now compensible under the contract.

With reference to Respondent's point (1), it is true that an employe in Wisconsin generally cannot sue his employer to seek redress for an industrial injury. Instead, such an employe must pursue his claim through the Division of Workman's Compensation. This normally is the exclusive means under which an employe can receive compensation for a job-related injury.

Nonetheless, an employe may be entitled to receive additional compensation from his employer, if the employer voluntarily agrees to do so. Thus, Respondent here concedes that a municipal employer can voluntarily reimburse its employes over and above that which is provided for in workman's compensation and that Article 17 of the contract specifically provides for such additional compensation. Further, it is undisputed that Respondent in the past has voluntarily agreed to provide such additional compensation to its injured employes. In light of these considerations, then, the undersigned finds that Stoesser is not precluded from seeking additional compensation from Respondent, over and above that which he received under workman's compensation.

In this same connection, Respondent asserts that Stoesser wrongly pursued his claim through the Division of Workman's Compensation, when in fact he should have initially presented his claim to Respondent. The record reveals, however, that Stoesser went to the Division of Workman's Compensation because he was told to do so by then Chief Dinkelman. Additionally, Stoesser followed this same procedure when he suffered his original injury in 1970, at which time Respondent did not challenge the procedure that Stoesser then followed. Accordingly, in view of these factors, the undersigned finds no merit in Respondent's allegation that Stoesser followed the wrong procedure in pursuing in instant claim.

Turning to the merits of that claim, Respondent argues that even if it is required to pay Stoesser some additional compensation under Article 17, that its liability is limited to only one-third of Stoesser's salary for the duration of his 1973 disability. This is so, says Respondent, because the Division of Workman's Compensation found that one-third of Stoesser's 1973 disability stemmed from his August 11, 1973 injury, with the remaining two-thirds being a recurrence of Stoesser's prior 1970

2/ Unlike the prior issue, Respondent makes no claim that this complaint allegation should be deferred to the contractual arbitration machinery. Accordingly, and because Stoesser in any event did pursue this matter in accord with the contractual grievance machinery, and for the reasons noted above, it is appropriate to rule on the merits of this issue in the instant forum.

injury. Respondent claims that it is not contractually obligated to compensate Stoesser for the two-thirds of his 1973 disability attributed to the prior 1970 injury on the ground that Article 17 limits Respondent's liability to one year within the "date" of the work-related injury.

In resolving this issue, it is necessary to consider the specific language contained in Article 17, entitled "Duty-Incurred Disability Pay" which, as noted above, provides:

> "Any employee who sustains an injury while performing within the scope of his employment, as provided by Chapter 102 of the Wisconsin Statutes (Workmen's Compensation Act) shall receive full salary in lieu of workmen's compensation for the period of time he may be temporarily totally or temporarily partially disabled because of said injury, not to exceed one (1) year from the date of injury. Any compensation received by the employee during this period shall be turned over to the City Clerk."

The clear intent of this language, obviously, is to make an employe whole for his job-related disability by paying to him the difference between what he would otherwise receive under workman's compensation and his full salary.

The only qualifying statement therein is the proviso that it is "not to exceed one (1) year from the date of injury." Since this proviso immediately follows the requirement governing full payment, the latter qualifying clause relates back to the full payment clause and, as such, provides that Respondent's liability will be limited to one year's payment for a particular injury.

In the past, under similar contract language, 3/ it appears that Respondent has paid former firefighter Robert Hoffa his full salary when he suffered a recurring back injury over a six or seven year period. That being so, and in the absence of any clear contractual language to the contrary, it is reasonable to assume that Article 17 is to be read in light of the past manner in which the parties have interpreted and applied that language.

When such past compensation is considered along with the present language, it seems clear that Article 17, read in its entirety, provides that an employe is to be fully compensated for a work-related injury, provided only that Respondent's liability for a particular injury will not exceed one year's salary for the injured employe. That being so, it is immaterial that there is a reoccurrence of the original injury more than one year from its inception, since in any event the injured employe is entitled to a maximum of one year's salary for said recurring injury, irrespective of the time frame over which it occurs.

Applying this principle here, the facts establish that Stoesser's 1970 disability lasted for about one month, that Respondent reimbursed Stoesser for that one month period, and that about three months of Stoesser's 1973 four month disability was attributable to his prior 1970 injury. Stoesser, then, has been disabled for four months as a result

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3/ The record indicates that some years ago, similar contract language was in effect between Respondent and certain other of its municipal employes, and that Respondent then applied such provisions to the firefighters herein, notwithstanding that such language was not then in the firefighters' contract.

of the 1970 injury, i.e., the one month in 1970 and the three months in 1973. Such a four month disability is of course well short of the twelve month maximum established in the contract.

Accordingly, and for the reasons noted above, Respondent is therefore contractually required under Article 17 to reimburse Stoesser for the two-thirds of Stoesser's 1973 disability attributable to the 1970 injury. When this is coupled with the remaining one-third of Stoesser's 1973 disability which was caused by the August 11, 1973 accident, it is clear that Respondent was contractually required to provide Stoesser with full salary for the duration of his August 11 to December 3, 1973, disability. By having failed to make such payment to Stoesser, Respondent thereby violated Article 17 of the contract, in contravention of Section 111.70(3)(a)5 of MERA.

As a remedy, and in lieu of workman's compensation, Respondent is therefore required to pay Stoesser his full salary during the course of his August 11 to December 3 disability. At the hearing, Complainant stated that full payment could be made if Respondent would credit Stoesser with fifty-five (55) days of sick leave credit and also pay to him the sum of $1,020. Stoesser, in turn, according to Complainant, would then reimburse Respondent for the sum of $1,322.68. Although Respondent did not object to the accuracy of these figures, the undersigned concludes that, in the absence of greater record specification as to the accuracy of this computation, it is unwarranted at this time to order Respondent to make that specific mode of payment, unless it so agrees. Accordingly, it is sufficient for present purposes to order that Respondent fully reimburse Stoesser, without specifying as to the precise dollar amount in issue. That is a matter which can be worked out among the parties.

Dated at Madison, Wisconsin, this 18th day of March, 1975.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By Amedeo Greco
Amedeo Greco, Examiner