

STATE OF WISCONSIN  
BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

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BRICKLAYERS, MASONS & PLASTERERS  
INTERNATIONAL UNION LOCAL NO. 11, 1/  
Complainant,

vs.

LEE REALTY, INC. OF SHEBOYGAN,  
and  
LEE MASONRY AND CONCRETE, INC.,  
Respondents.  
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Case I  
No. 19101 Ce-1609  
Decision No. 13613-A

Appearances:

Mr. Donald E. Koehn, Attorney at Law, for the Respondents.  
Mr. Lloyd Luecke, Business Agent, for the Complainant.

ORDER OF DISMISSAL

A complaint of unfair labor practices having been filed with the Wisconsin Employment Relations Commission by Bricklayers, Masons & Plasterers International Union Local 11, wherein it alleged that Lee Realty, Inc. of Sheboygan and Lee Masonry and Concrete, Inc. had each committed unfair labor practices within the meaning of Section 111.06 of the Wisconsin Statutes; and the Commission having appointed the undersigned as Examiner to make and issue Findings of Fact, Conclusions of Law and Orders in the matter; and a hearing having been commenced May 29, 1975 during the course of which the parties having resolved the matters in dispute; and the Complainant having requested that the complaint filed herein be dismissed with prejudice on the basis of that settlement;

NOW, THEREFORE, it is

ORDERED

That the complaint in the above-entitled matter be, and the same hereby is, dismissed with prejudice to refile.

Dated at Milwaukee, Wisconsin, this 2nd day of June, 1975.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By Stanley H. Michelstetter II  
Stanley H. Michelstetter II, Examiner

1/ At the outset of the hearing, the Complainant amended the instant complaint to more clearly state its cause of action and to properly reflect the names of the parties.

LEE REALTY, INC. OF SHEBOYGAN,  
and LEE MASONRY AND CONCRETE, INC., I, Decision No. 13613-A

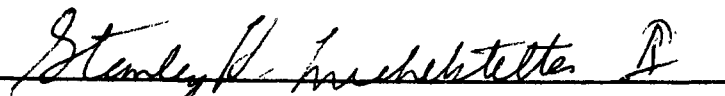
MEMORANDUM ACCOMPANYING ORDER OF DISMISSAL

During the course of the hearing the parties reached agreement that Respondent Lee Masonry and Concrete, Inc. would pay Complainant's pension trust fund the sum of \$1248.92 and pay Complainant's insurance funds that amount which is owed after accrued funds were exhausted. It is contemplated that the amount owed will not exceed one month's contribution for each of the involved employees: N. DeBlaey, R. Flipse, R. Olson and E. Kath. The Respondents restated their position that the above payments are not being paid pursuant to the collective bargaining agreement then in effect. Upon the basis of that agreement, Complainant agreed that the instant complaint should be dismissed with prejudice to refile against either Respondent.

Dated at Milwaukee, Wisconsin, this 2nd day of June, 1975.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By

  
Stanley H. Michelstetter II, Examiner