

STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

LOCAL 73, AMALGAMATED MEAT CUTTERS
AND BUTCHER WORKMEN, NA, AFL-CIO,

Complainant,

vs.

FOOD QUEEN STORES, INC.,

Respondent.

Case XII
No. 19436 Ce-1621
Decision No. 13860-A

Appearances:

Mr. Gordon E. Loehr, Business Representative, appearing on behalf
of the Complainant.

Mr. Ben B. Gordon, Treasurer, appearing on behalf of the Respondent.

FINDINGS OF FACT, CONCLUSION OF LAW AND ORDER

Local 73, Amalgamated Meat Cutters and Butcher Workmen, NA, AFL-CIO, having filed a complaint with the Wisconsin Employment Relations Commission alleging that Food Queen Stores, Inc., has committed unfair labor practices within the meaning of the Wisconsin Employment Peace Act; and the Commission having appointed Dennis P. McCilligan, 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 Wisconsin Employment Peace Act; and hearing on said complaint having been held at Oshkosh, Wisconsin on September 22, 1975, before the Examiner; and the Examiner having considered the stipulation entered into by the parties, the evidence, arguments and being fully advised in the premises, makes and files the following Findings of Fact, Conclusion of Law and Order.

FINDINGS OF FACT

1. That Local 73, Amalgamated Meat Cutters and Butcher Workmen, NA, AFL-CIO, hereinafter referred to as the Complainant, is a labor organization having its principal office at 3510 West Saint Paul Avenue, Milwaukee, Wisconsin and an upstate office located at 50 East Bank Street, Fond du Lac, Wisconsin.
2. That Food Queen Stores, Inc., hereinafter referred to as the Respondent, is engaged in the retail food business and maintains its principal office at Box 586, Neenah, Wisconsin.
3. That Complainant and Respondent are parties to a collective bargaining agreement effective from May 20, 1974 to and including February 15, 1977, covering the wages, hours and working conditions of certain of Respondent's employes; that said agreement, in Exhibit "A", provides for a rate increase on May 18, 1975 of 50 cents for Journeymen Meatcutters, of 50 cents for Head Meatcutters, and of 51 cents for Meat Wrappers with 24 or more months of service.
4. That Complainant in its complaint filed on August 4, 1975, alleged that Respondent had committed certain unfair labor practices by refusing to pay wage increases due meat department employes on May 18, 1975; that hearing in the instant matter was held by the undersigned on September 22, 1975; that at said hearing the Complainant and the Respondent stipulated that the Union made a demand for payment of such wage increases

and that the Company denied said demand; that the Complainant and the Respondent further stipulated that as of the date of the above hearing the wage rate increases provided by the parties' collective agreement had not gone into effect.

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

CONCLUSION OF LAW

That the Respondent, by not granting wage increases due meat department employes on May 18, 1975, violated the collective bargaining agreement existing between it and the Complainant, and therefore, in that regard, Respondent 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 Conclusion of Law, the Examiner makes the following

ORDER

IT IS ORDERED that the Food Queen Stores, Inc., its officers and agents, shall immediately:

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

- (a) Immediately make whole all meat department employes represented by the Complainant by paying said employes proper sums of monies due them as a result of the Company's failure to grant said employes the wage increase due on May 18, 1975;
- (b) 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 29th day of January, 1976.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By

Dennis P. McGilligan
Dennis P. McGilligan, Examiner

MEMORANDUM ACCOMPANYING FINDINGS OF FACT,
CONCLUSION OF LAW AND ORDER

During the course of the hearing, the Complainant and the Respondent stipulated that there is a collective bargaining agreement in effect between the parties; that said agreement specified a wage rate increase for employes in the meat department represented by the Complainant; that the Union made a demand for said wage increase; and that the Company denied same. The Examiner has issued an Order based on said stipulation requiring the Respondent to make the above employes whole for all wages lost as a result of the Company's failure to pay the wage increase on May 18, 1975 as provided by the collective bargaining agreement.

In its closing statement at hearing, the Respondent argued that the Complainant had agreed to a ten percent reduction in wages to help in trying to save the Company from going through bankruptcy and also argued that it had no money to pay the employes the wage increase due them. The record, however, does not support the Company's contention as the Respondent offered no evidence or testimony regarding same.

Dated at Madison, Wisconsin this 29th day of January, 1976.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By

Dennis P. McGilligan
Dennis P. McGilligan, Examiner