STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

MARY M. MASON and AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME), COUNCIL 24, AFL-CIO, Complainants,[1/] v. THE STATE OF WISCONSIN, DEPARTMENT OF ADMINISTRATION, Respondent.	Case CX No. 22246 PP(S)-49 Decision No. 15945-A

Appearances:
Lawton & Cates, Attorneys at Law, by Mr. Richard V. Graylow, for Complainants.
Mr. Lionel L. Crowley, Attorney at Law, Department of Administration,* for Respondent.

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

The above-named Complainants having filed a complaint with the Wisconsin Employment Relations Commission alleging that the above-named Respondent committed unfair labor practices within the meaning of Section 111.84(1)(a) and (c) of the State Employment Labor Relations Act;[2/] and a hearing in the matter having been held at Milwaukee, Wisconsin, on February 17, 1978, before Stanley H. Michelstetter II, Examiner; and the Transcript of Proceedings having been received May 8, 1979; and the Examiner having considered the evidence and arguments and being fully advised in the premises makes and issues the following Findings of Fact, Conclusions of Law and Order.

FINDINGS OF FACT

1. That Complainant Mary M. Mason, herein Mason, is an individual.

1/ The complaint was amended during the course of the hearing to join the Union as a party.

2/ All citations herein of Statutes are to Wis. Stats.

*/ Succeeded in relevant part by the Department of Employment Relations.

2. That Complainant American Federation of State, County, and Municipal Employees (AFSCME), Council 24, AFL-CIO, herein the Union, is a labor organization.

3. That the State of Wisconsin, per its agency, the University of Wisconsin-Milwaukee, hereinafter referred to as Respondent, is an employer with its offices at Kenwood and Downer Avenues, Milwaukee, Wisconsin.

4. That in January, 1976 the Commission certified the Union as the representative of certain of Respondent's employes; that Mason voted in the election leading to said certification and was included by the parties in said bargaining unit.

5. That at all relevant times until October 17, 1977 Mason was the secretary to George Keulks, Acting Dean of the Graduate School at the University of Wisconsin-Milwaukee; that she was responsible for making his travel arrangements, scheduled his appointments, took his dictation and transcribed it, and assisted him in keeping track of project expenses; that this work did not involve confidential matters affecting the employer-employe relationship.

6. That prior to June, 1976 Respondent classified Mason's position as Administrative Secretary 3 - Personal; that in or about June, 1976 Respondent reclassified Mason's position to Administrative Secretary 3 - Confidential, but did not make any change in Mason's duties.

7. That on April 12, 1976 Mason executed a card which, in essence, authorized Respondent to deduct the Union's dues from her wages; that she submitted said card to the Union shortly thereafter; that the evidence is insufficient to conclude that such authorization was ever submitted to Respondent.

8. That on March 16, 1977 the Union notified Respondent that it had designated Mason as a steward; that as a steward Mason was to have represented the Union in dealings with Respondent with respect to grievances unit employes might have had; that on March 16, 1977 and at all relevant times thereafter until October 17, 1977 Respondent refused to recognize Mason as the Union's steward.

9. That on May 10, 1977 Keulks issued an evaluation of Mason, the body of which reads:

PERFORMANCE RATING
(check only one)

RATING	DESCRIPTION
1 ☐	Outstanding: This employe consistently exceeds the standards of performance for this position (see Supervisor's Comments).
2 ☒	Very Good: This employe generally exceeds the standards of performance for this position (see Supervisor's Comments).
3 ☐	Satisfactory: This employe meets the established standards of performance for this position.
4 ☐	Unsatisfactory: This employe meets some but not all of the standards of performance for this position (see Supervisor's Comments).
5 ☐	Unacceptable: This employe consistently does not meet all of the standards of performance for this position and improvement is required in one or more phases of overall performance to justify retaining this employe (see Supervisor's Comments).

SUPERVISOR'S COMMENTS

Mary has continued to provide me with excellent assistance under rather trying conditions, i.e., the temporary nature of my position as well as her own. Unfortunately, this uncertainty has apparently affected Mary's performance somewhat (compared to previous years). By her own admission (testimony before WERC), she has indicated that she is performing at a level below that expected of an AS-3 Conf.

That thereafter, but prior to May 27, 1977, said evaluation was withdrawn; that on May 27, 1977 Keulks issued another evaluation, which was identical in all relevant respects to the May 10, 1977 evaluation, except the last sentence of the "Supervisor's Comments" section was deleted; that the May 27, 1977 evaluation became a permanent personnel record of Respondent; that as a permanent personnel record, said evaluation could be a factor in denying Mason a future promotion.

10. That the evidence is insufficient to establish that Keulks intended to discriminate against Mason for having given testimony before the Commission or otherwise having assisted the Union, or intended to otherwise interfere with the exercise of rights guaranteed in Section 111.82.

11. That on October 17, 1977 Mason transferred to another position in the same bargaining unit, with another employing agency of the State of Wisconsin.

On the basis of the above and foregoing, the Examiner makes and issues the following

CONCLUSIONS OF LAW

1. That since Complainants have failed to establish that Mason ever notified Respondent that she authorized it to deduct the Union's dues from her wages, Respondent was not, and is not, committing an unfair labor practice within the meaning of Section 111.84(1)(a), or any other prohibited practice, by not deducting said dues.

2. That since at all relevant times Mason was not privy to confidential matters involving the employer-employe relationship as that term is used in Section 111.81(15) and since at all relevant times she was employed by Respondent, she was an employe within the meaning of Section 111.81(15).

3. That since Respondent refused to recognize Mason as the Union's designated steward, Respondent has committed, and is committing, an unfair labor practice within the meaning of Section 111.84(1)(a).

4. That since Complainants have not demonstrated that Respondent was unlawfully motivated when it issued the May 27, 1977 evaluation of her, Respondent did not, and is not, committing an unfair labor practice within the meaning of either 111.84(1)(a) or (c).

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

ORDER

IT IS ORDERED that Respondent, State of Wisconsin, University of Wisconsin-Milwaukee, shall immediately:

1. Cease and desist from interfering with the rights of its employes, under the State Employment Labor Relations Act, by refusing to recognize stewards duly selected by their exclusive collective bargaining representatives.

2. Notify, in writing, the Wisconsin Employment Relations Commission within twenty (20) days of the date of this Order what steps it has taken to comply with this Order.

Dated at Milwaukee, Wisconsin, this 16th day of July, 1979.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

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

MEMORANDUM ACCOMPANYING FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

Complainants allege Respondent interfered with Mason's protected rights when it refused to deduct the Union's dues from her check for the period December 1, 1976 to October 17, 1977. They allege they were denied due process of law with respect to any issue of fact as to whether such an authorization had ever been submitted to Respondent. Alternatively, they allege the weight of the evidence establishes that the Union did, in fact, submit her authorization to Respondent. As a separate cause of action, Complainants also contend Respondent interfered with her protected rights when it refused to recognize her as a union steward at all relevant times on and after March 16, 1977. As a third cause of action, Complainants also contend Respondent discriminated against Mason and, derivatively and independently, interfered with her protected rights when Respondent, on May 27, 1977, issued an allegedly negative evaluation of Mason allegedly in retaliation for the tenor of her testimony before the Commission in a preceding case. In response to Respondent's position that Mason was a confidential employe at the relevant times, Complainants deny that Mason, in fact, performed any confidential duties. With respect to all three causes Complainants seek a finding of violation, an appropriate cease and desist order, and notices. With respect to the dues deduction cause of action they ask that they be made whole by requiring Respondent to pay all the dues that should have been deducted. By letter of February 21, 1978, Complainants seek $500.00 punitive damages with respect to the same cause of action. Complainants also seek an order requiring Respondent to recognize her as a union steward and requiring Respondent to change the evaluation to "outstanding."

Respondent asserts the allegations of the complaint are mooted by Mason's having transferred to a position clearly within the bargaining unit represented by the Union. It also asserts the allegations of the complaint are barred by the one year statute of limitations contained in Section 111.07(14) because the gravamen of all three causes of action involves Respondent's unilateral classification of Mason as "confidential" more than one year prior to the date the complaint was filed. It contends that Mason was "privy to confidential matters affecting the employer-employe relationship" within the meaning of Section 111.81(15) at the relevant times and, therefore, not an employe entitled to the protections of the Act. It alleges Complainants are

collaterally estopped from asserting Mason was not a confidential employe at the relevant times because of their failure to litigate that issue in the clarification proceeding involving her position, State of Wisconsin (14163-B) 10/77. Alternatively, Respondent takes the position that the Commission should conclude Mason was confidential within the meaning of the statute for the relevant period solely on the basis that Respondent classified her as "confidential" and assertedly attempted to assign her confidential duties, absent any showing by Complainants that such actions were in bad faith. If the Commission finds Mason was not confidential at the relevant times, Respondent asserts it did not interfere with Mason's rights by not deducting dues, because she failed to cause the required authorization therefor to be submitted to Respondent. It denies the instant evaluation is discriminatory because (1) it was not negative, (2) there is no evidence of anti-union animus in general or specifically against Mason and (3) if it was based on her testimony to the Commission in the clarification proceeding at all, it was based on her admission that she was refusing to perform confidential duties.

DISCUSSION

Timeliness

Section 111.07(14) states:

> The right of any person to proceed under this section shall not extend beyond one year from the date of the specific act or unfair labor practice alleged.

The instant complaint involves the alleged failure to deduct dues for the period commencing December 1, 1976; the alleged failure to recognize Mason as a steward commencing March 16, 1977; and discrimination occurring May 27, 1977. All specific unfair labor practices occurred within one year of the filing of the complaint on November 16, 1977. Complainants have not alleged Respondent committed an unfair labor practice by its reclassification of Mason as "confidential" in June, 1976. Instead, the only issue involving confidential status relates to Mason's asserted confidential status for the period commencing December 1, 1976. The complaint is, therefore, timely filed in all respects.

Interference by Failing to Check Off Dues

i. Adequacy of Notice as to Issue Concerning Authorization

Paragraph 3 of Complainants' complaint sets forth its only allegation concerning Mason's having authorized dues deduction and having had the authorization communicated to Respondent. It states:

> 3. On or about May 1, 1976, Complainant Mason authorized dues deductions to be forwarded by the Respondent to the Wisconsin State Employees Union, Council 24, AFSCME, AFL-CIO, hereinafter simply referred to as 'Union,' pursuant to a duly authorized and recignized [sic] dues-deduction card. Said Union was and continues to be the exclusive bargaining agent for all Clerical and Related employees.

That paragraph is ambiguous in that it may be read to encompass submission of the authorization card to Respondent or merely submission to the Union. Paragraph 3 of Respondent's answer sets forth its only answer with respect to paragraph 3 of the Complaint. Respondent made no affirmative allegations about failure of submission. Paragraph 3 of the answer states:

> 3. That as to paragraph 3 of the Complainant's Complaint, the Respondent has not sufficient information to form a belief as to the allegations contained in the first sentence of said paragraph and, therefore, denies same while leaving Complainant to his proofs thereon. The Respondent admits the second sentence of said paragraph.

If paragraph 3 of the Complaint is broadly construed, paragraph 3 of the Answer must be construed to put Complainants to their proof on the issue of submission of the authorization card to Respondent. If paragraph 3 of the Complaint is not so broadly read, neither the Complaint nor the Answer alleges or denies the authorization card was submitted to Respondent. Only under the latter construction could Complainants claim inadequate notice. At the hearing, Respondent adduced testimony commencing at page 28 of the Transcript tending to establish the authorization card had not been submitted. At page 34 thereof it clearly indicated that it was litigating this issue. Despite these clear statements, Complainants raised no objection and made no requests concerning adequacy of notice (surprise). In its only statement during the hearing concerning the matter, which occurred near the end of the hearing,[3/] Complainants' only position was that the Examiner should draw a negative inference from the alleged circumstances. I conclude that Complainants failed to raise this issue in a timely manner and, alternatively, conclude that Complainants ought not be permitted to benefit from the ambiguity of their own complaint.

ii. Failure to Submit Dues-Deduction Authorization to Respondent

Section 111.84(1)(a) makes it an unfair labor practice for an employer "[t]o interfere with . . . state employes in the exercise of

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3/ Page 69 of the Transcript.

their rights guaranteed in s. 111.82."[4/] Section 20.921[5/] guarantees state employes the right to have union dues deducted. However both Section 20.921 and Section 111.84(1)(f)[6/] require that the employe first cause an authorization therefor to be submitted to the state employer. Assuming, without deciding, that it would be an unfair labor practice within the meaning of Section 111.84(1)(a) for Respondent to fail to deduct dues, I conclude Complainants would have to establish as an element of such cause of action that the proper authorization had been submitted to Respondent.

4/ Section 111.82 guarantees state employes the following rights:

> 111.82 Rights of state employes. State employes shall have the right of self-organization and the right to form, join or assist labor organizations, to bargain collectively through representatives of their own choosing under this subchapter, and to engage in lawful, concerted activities for the purpose of collective bargaining or other mutual aid or protection. Such employes shall also have the right to refrain from any or all of such activities.

5/ Section 20.921 states in relevant part:

> 20.921 Deductions from salaries. (1) OPTIONAL DEDUCTIONS. (a) Any state officer or employe may request in writing through the state agency in which he is employed that a specified part of his salary be deducted and paid by the state to a payee designated in such request for any of the following purposes:
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> . . .
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> 2. Payment of dues to employe organizations.
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> . . .
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> (b) The request shall be made to the state agency in such form and manner and contain such directions and information as is prescribed by each state agency. The request may be withdrawn or the amount paid to the payee may be changed by notifying the state agency to that effect, but no such withdrawal or change shall affect a payroll certification already prepared. However, time limits for withdrawal of payment of dues to employe organizations shall be as provided under s. 111.84(1)(f).
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> (c) The written requests shall be filed in the state agency and shall constitute authority to the state agency to make certification for each such officer or employe and for payment of the amounts so deducted.
>
> . . .

6/ Section 111.84(1)(f) states:

> 111.84 Unfair labor practices. (1) It is an unfair labor practice for an employer individually or in concert with others:
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> . . .

[continued to p. 9]

Complainants have failed to establish by a clear and satisfactory preponderance of the evidence that an authorization for the relevant period was ever submitted to Respondent. The undisputed evidence establishes that Mason filled out an authorization form on April 12, 1976 for the relevant period and submitted it to the local union. Contrary to its normal practice of immediately submitting any such authorizations it receives to Respondent's payroll offices, local union president Grennier collected and held the cards, at some point forwarding them to District Council 24's offices. Except for possible mishandling, all of the cards were submitted to Respondent in late summer, 1976. There is no evidence of any records having been kept as to which cards were submitted to Respondent.

Respondent's representative Cottrell testified that he checked the file where Mason's card would have been had it been submitted to, and retained by, Respondent. Although he is not now directly responsible for the payroll operation where similar cards are processed, Cottrell has recently both supervised and worked in that department. He testified that if the card had been received it probably would have been returned to the employe. He was not entirely sure as to how it would have been handled, but analogized to the procedure regularly used with respect to employes who become supervisors. Although Mason was present throughout the hearing, Complainants did not adduce any testimony establishing the return of the card. I am satisfied on the basis of Cottrell's expert testimony that the card, if received, would most likely have been returned to Mason. Therefore, the card must have been mishandled by either the Union or Respondent. Complainants have failed to establish by a clear and satisfactory preponderance of the evidence that it was Respondent who mishandled the card. I, therefore, conclude that Complainants have failed to establish that Respondent has committed an unfair labor practice within the meaning of Section 111.84(1)(a) by having failed to deduct Mason's dues for the relevant period.

6/ [continued]

> (f) To deduct labor organization dues from an employe's earnings, unless the state employer has been presented with an individual order therefor, signed by the state employe personally, and terminable by at least the end of any year of its life or earlier by the state employe giving at least 30 but not more than 120 days' written notice of such termination to the state employer and to the representative organization, except where there is a fair-share agreement in effect. The employer shall give notice to the union of receipt of such notice of termination.

Refusal to Recognize Mason as Steward

i. Undisputed Elements of the Violation

There is no dispute about the facts giving rise to the alleged violation. At all relevant times Respondent employed Mason as an Administrative Secretary 3 - Confidential. It is undisputed that, but for her alleged confidential status, she was employed in a position which otherwise was in the clerical bargaining unit represented by the Union. Prior to March 16, 1977, the Union selected her as a steward and notified Respondent thereof on March 16, 1977. Respondent refused to recognize her as a steward and continued to do so until she transferred to another position no later than October 17, 1977. Its sole reason for its refusal was its position she was a confidential employe during that period. On October 17, 1977 the Commission issued an order clarifying bargaining unit in which it concluded Mason's position was not confidential and, on that basis, prospectively ordered it included in the instant unit.[7/] The issues raised with respect to this allegation are:

1. Whether it is mooted by Mason's having transferred to another position in the same clerical bargaining unit, but under a different employing agency of the State of Wisconsin.

2. Whether Complainants are collaterally estopped from asserting Mason's position was not confidential for the period March 16, 1977 to October 17, 1977, by having allegedly failed to raise the issue in the proceedings in the clarification of bargaining unit case.[8/]

3. Whether the Commission will conclude that Mason was a confidential employe within the meaning of Section 111.81(15) for that period.

4. What remedy, if any, is appropriate.

ii. Mootness

The Wisconsin Supreme Court has defined a moot case as:

> . . . one which seeks to determine an abstract question which does not rest upon existing facts or rights or which seeks a judgment in a pretended controversy when in reality there is none or one which seeks a decision in advance about a right before it has actually been asserted or contested, or a judgment upon some

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7/ State of Wisconsin (14143-B) 10/77.

8/ Id.

matter which when rendered for any cause cannot have any practical legal effect upon the existing controversy. 9/

The only basis on which Respondent could allege this complaint is moot is on the basis a decision would have no practical legal effect. Although Complainant Mason transferred from one employing agency to another to a position still within the same collective bargaining unit, Respondent may still refuse to recognize her or other employes solely on the basis of its unilateral reclassification of her, or them, as confidential. If the Commission were to conclude they are confidential within the meaning of Section 111.81(15) solely on the basis of Respondent's classification, such employes will be deprived of their employe status and, thus, the protections of the Act solely as a result of Respondent's unilateral action. As long as employes are in doubt as to Respondent's ability to unilaterally deprive them of their rights, they will be less likely to exercise those rights. I conclude decision in this case will have a substantial practical effect.

ii. Collateral Estoppel

I find Respondent's assertion of collateral estoppel is entirely without merit. First, Respondent's assertion Mason's position was confidential is an element of its affirmative defense and not an element of Complainants' case. Second, the doctrine of res judicata (both issue preclusion and claim preclusion) ought not be applied from election proceedings to complaint proceedings because the former are non-adversary proceedings. Third, even if the doctrine of res judicata (both issue preclusion and claim preclusion) is to be applied between complaint proceedings and election proceedings at all, Respondent, not Complainants, must be found to be precluded from litigating the issue of Mason's alleged confidential status. Hearing in the clarification case was held March 28, 1977 and basically involved testimony relating to Mason's duties in the period around March 16, 1977. Based on the testimony presented, the Commission concluded that Mason performed at most de minimis confidential duties.10/ The parties herein have relied on that record as the only basis for determination of factual issues relating to Mason's confidential status.

9/ WERB v. Allis Chalmers Workers Union Local 248, UAWA-CIO, 252 Wis. 436 (1948).

10/ State of Wisconsin (14143-B) @ p. 5, 10/77.

iv. Confidential Status

Section 111.81(15) defines "employe" as follows:

> (15) 'Employe' includes any state employe in the classified service of the state, as defined in s. 230.08, except limited term employes, sessional employes, project employes, employes who are performing in a supervisory capacity, management employes and individuals privy to confidential matters affecting the employer-employe relationship, as well as all employes of the commission.

Thereunder individuals who would otherwise fall within the definition of "employe" are excluded therefrom if the Commission determines that they are privy to confidential matters affecting the employer-employe relationship, within the meaning of the statute.

The parties included Mason in the bargaining unit and permitted her to vote in the December, 1975 representation election. She remained in the same position, personal secretary to Acting Dean of the Graduate School George Keulks, until October 17, 1977. In approximately June, 1976, Respondent retitled her position to include the suffix "confidential." It made no change in her duties whatsoever. These duties consisted of making Keulks' travel arrangements, scheduling his appointments, taking his dictation, transcribing the dictation, and assisting him in staying within his project budgets. Except for one incident in which she transmitted to the Union a copy of a letter intended for Keulks which concerned the classification of her own position, none of this work involved matters affecting the employer-employe relationship. I conclude Mason was not a confidential employe within the meaning of Section 111.81(15) at the relevant times. I, therefore, conclude Respondent committed an unfair labor practice within the meaning of Section 111.84(1)(a) when it refused to recognize Mason as a steward.

v. Remedy

Under the circumstances of this case, I have concluded that a finding of a violation and a general cease and desist order are appropriate to effectuate the purposes of the Act. There is no evidence suggesting the refusal to recognize Mason was known to employes in general. Further, Respondent's action was based entirely on its position Mason was confidential and was not part of a general pattern of refusing to recognize properly designated stewards. No remedy has been specifically sought to deal with Respondent's unilateral actions in dealing with employes it decides it would like to make confidential within the meaning of Section 111.81(15).

Evaluation as Discrimination and/or Interference

On May 10, 1977 Keulks made the evaluation specified in Finding of Fact 9. He did not discuss the evaluation with Mason or any other person. Pursuant to Mason's grievance with respect thereto Keulks revised the evaluation to delete the sentence reading: "By her own admission (testimony before the WERC), she has indicated that she is performing at a level below that expected of an AS-3 Conf." He issued the amended evaluation May 27, 1977. Only the later evaluation became a permanent record of the employer. Evaluations which are permanent records may be a factor when the employe is considered for promotion.[11/]

i. Independent Interference

In order to establish an independent violation of Section 111.84 (1)(a) Complainants must establish that the May 27, 1977 evaluation is an action which is likely to interfere with, restrain or coerce Mason or other employes in the exercise of their protected rights.[12/] Since the evaluation is neutral on its face and since there is no evidence anything related to it was communicated to any other employe, there can be no interference with the rights of other employes. Since the May 27, 1977 evaluation is neutral on its face, the only way in which it could interfere with Mason's exercise of protected rights is if she draws the inference that the evaluation was made in retaliation for her exercise of protected rights (giving testimony before the Commission). Under the circumstances of this case, I conclude the better approach is to treat the allegation of interference as derivative from the allegation of discrimination only. Accordingly, the standards applied are those for discrimination within the meaning of Section 111.84(1)(c).

ii. Discrimination and Derivative Interference

It is a cardinal principle of interpretation of Section 111.84 (1)(c) that the complaining party must establish by a clear and satisfactory preponderance of the evidence that, inter alia, the alleged act of discrimination was unlawfully motivated.[13/] This Complainants have failed to show. There is no evidence of general anti-union animus. The only evidence of Keulks' unlawful motivation is the

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11/ Complainants seek a finding and remedy with respect to the latter evaluation only.

12/ Lisbon-Pewaukee Jt. Sch. Dist. #2 (14691-A) 6/76.

13/ Larsen Bakery (10872-A) @ pp. 7-8, 9/72 (Dumas wage reduction).

deleted sentence. Assuming, without deciding, that the deleted sentence still reflects the true motivation of the May 27 evaluation, a review of the facts and circumstances establishes the deleted sentence may have been drafted to refer to Complainant's unwillingness to accept the assignment of confidential duties. Mason's testimony at page 30 of the Transcript of Proceedings in State of Wisconsin LXXIV (involving clarification of bargaining unit with respect to Mason's position) reveals that prior to the time Keulks initiated the change of her classification to "confidential," he had asked her "if [she] would be interested in getting heavily involved in the personnel area." She further testified, ". . . I told him it was possible, but that I felt it would involve a change in my job description." Keulks may well have believed Mason had agreed to accept confidential duties. Thereafter, Keulks sought and obtained the change in her classification. At page 29 and throughout her testimony in that case, Mason made it clear she intended to reject the assignment of confidential duties. Accordingly, the reference in the deleted sentence could as easily be to this resistance as to anything else. Retribution for this resistance is not unlawful. Complainants have failed to establish by a clear and satisfactory perponderance of the evidence that the May 27, 1977 evaluation was unlawfully motivated. The complaint is, therefore, dismissed in this regard.

Dated at Milwaukee, Wisconsin, this 16th day of July, 1979.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

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