

STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

CARPENTERS LOCAL NO. 836,
Complainant,
vs.
BOB KIMBALL, INC.,
Respondent.

Case II
No. 23936 Ce-1807
Decision No. 16754-A

Appearances:

Mr. William Forrest, Business Manager, appearing on behalf of
the Complainant.
Mr. Robert Kimball, President, Bob Kimball Incorporated, appearing
on behalf of the Respondent.

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

Complaint of unfair labor practices having been filed with the Wisconsin Employment Relations Commission in the above-entitled matter; and the Commission having appointed Dennis P. McGilligan to act as Examiner in the matter; and hearing having been held at Janesville, Wisconsin, on February 5, 1979 before said Examiner; and the Examiner having considered the evidence and arguments of the parties, and the Examiner being fully advised in the premises, makes and files the following Findings of Fact, Conclusions of Law and Order.

FINDINGS OF FACT

1. That Carpenters Local No. 836, hereinafter referred to as the Complainant, is a labor organization having its principal offices at 215 Dodge Street, Janesville, Wisconsin.

2. That Bob Kimball Inc., hereinafter referred to as the Respondent, is engaged in the construction business with facilities located at 917 Todd Drive, Janesville, Wisconsin; and that at all times material herein Bob Kimball was President of the Respondent authorized to act on behalf of the Respondent in its dealings with its employees.

3. That the Complainant and Respondent are signators to a collective bargaining agreement effective at all times material herein, covering wages, hours and conditions of employment of certain employees of the Respondent, that said agreement contains a grievance/arbitration procedure for the resolution of disputes arising thereunder and that said agreement also contains the following provisions pertinent hereto:

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ARTICLE X

Bonding

All Contractors, Firms, Corporations, Partnerships, and Self-employed individuals employing Journeyman Carpenters in the jurisdiction of Carpenters Local Union 836 shall

provide bond or surety approved by negotiations committees of the Signatory Contractors of Southern Wisconsin and Lakeland Contractors Association and Carpenters Local 836 of the counties of Rock, Green, Walworth and that portion of Racine County lying west of Highway 75 and that portion of Jefferson County lying south of I-94. Such Bond or surety for the amount of:

\$20,000 Collectively for the above Associations
\$5,000 maximum for Individual Members
\$5,000 Contractors Assuming Agreement

shall provide for and insure full compliance for provisions of this Agreement, including all wage payments, contributions to Carpenters Local 836 Health and Welfare, Pension, Vacation Savings Plan, Apprenticeship and Training Plan, and Dues Checkoff.

Any Employer who fails to report or make contributions to the designated depository of the foregoing funds and plans not later than the fifteenth (15th) day of the month following the calendar month for which it is due shall be considered delinquent and, therefore, obligated and liable to the following:

- (a) The enactment of Surety Bond by the Insurer.
- (b) Any contractor who fails to file a complete correct monthly report and/or fails to make the proper monthly payment by the 15th day of the month following shall be subject to a fine of five per cent (5%) and one per cent (1%) per day for each day the report and/or payment is late up to the day the report and/or payment is received by the designated depository with the maximum penalty being no more than fifty per cent (50%) of the required monthly contribution. The penalty provisions shall apply only to the vacation savings plan and dues check off contributions and/or deductions.

Article XI

General and Miscellaneous Provisions

Section 111.11 Stewards: A. The union shall have the right to appoint its own steward without interference from the employers -- said steward to be employed on the job at all times when work covered by this agreement is being performed -- provided he is qualified to perform the work. Any dispute of his qualifications shall be resolved between the Union and contractor. In no case shall the steward be discharged because he acted in that capacity. In the event the steward is laid off and his activities on behalf of the union are found to be the cause, he shall be reinstated in the same capacity. Stewards shall be allowed reasonable and sufficient time to see that this agreement is being conformed to and to calling unsafe conditions to the attention of the employer. At any time the steward on the job thinks he cannot settle a question, he has the right to call the Business Manager or Representative on the job site. The superintendent or foreman shall make arrangements to meet the Business Manager or Representative when notified by same. The Steward shall see to it that an injured member's tools, prop-

erties and personal belongings are properly protected. Upon demand of the job steward or Business Manager or Representative members on the job shall present for inspection all remunerations received for work performed. In the event of a layoff of employee(s) covered by this Agreement, the Business Manager or Representative personally shall be notified two (2) hours in advance. If not able to contact the Business Manager or Representative, the Steward shall be given one (1) hour notice of the impending layoff. It will not be considered a violation of our present working agreement if a work stoppage occurs if this section pertaining to stewards is violated.

B. NO FOREMAN MAY ACT AS A STEWARD UNLESS HE IS THE ONLY CARPENTER ON THE JOB.

C. To be eligible to be a steward a member must be in good standing in Local 836 for a period of six (6) months.

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Section 11.13 Subcontracting: It is agreed that any work sublet, to be done at the site of construction, alteration, painting or repair of a building, structure, or other work and when a portion of said work to be sublet is under the jurisdiction of this Agreement the work shall be sublet to a sub-contractor signatory to an agreement with the unions who are parties to this agreement.

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Article XII

Hours of Work

Section 12.5 A. Overtime rates of one and one-half (1-1/2) times the employee's regular hourly rate shall be paid after eight (8) hours in one day, and double the regular hourly rates paid for all work performed on Saturday, Sunday and the days celebrated by the Federal Government employees as New Years Day, Independence Day, Labor Day, Thanksgiving Day, Memorial Day, and Christmas Day. Work on Independence Day or Labor Day is prohibited, except to protect life or property. Work performed after four thirty (4:30) P.M. or five (5:00) P.M. or more than eight (8) hours of the first shift basis shall be one and one-half (1-1/2) times the regular rate of pay.

B. When an Employer finds it necessary to work on Saturday, Sunday, or holidays as enumerated in this Article, the Business Manager or Business Representative of the Union must be notified prior to the end of the last regular work shift (Office Phone (608) 752-8852).

Article XIV

Assignments and Jurisdictional Disputes

Section 14.1 The employer agrees bargaining unit work shall consist of all work normally performed by carpenters, millwrights, pile drivers, as well as all other work within the jurisdictional claims of the Union as specified elsewhere in this Article and agrees to make

assignments in accordance with international agreements, green book, and any and all decisions of record by the Joint Board, except that nothing contained in this Article shall supercede or make void any existing or future agreements between International Unions.

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Section 14.5 Carpenters: The term "Carpenters" and the term "Joiners" are synonymous and in either case shall mean one who performs the following work: The framing, erecting and prefabrication of roofs, partitions, floors and other parts of buildings of wood, metal, plastic, or other substitutes. The erection of Stran Steel Section or its equal. The building and setting of all forms and centers for brick and masonry. The fabrication and erection of all concrete forms and decking, and the dismantling of same (per International Agreement). The cutting and hanging of all false-work for fire-proofing and slabs. Where power is used in the setting or dismantling of forms, all handling and signaling shall be done by carpenters. The setting of wood templates for anchor bolts for structural members and for machinery, and the placing, leveling and bracing of these bolts. All framing in connection with the setting of metal columns. The setting of all bulkheads, the setting and fabrication of screeds and stakes for concrete and mastic floors where the screed is notched or fitted or made up of more than one member. The making of forms for concrete block bulkheads. figures, posts, rails, balusters, and ornaments, etc. The handling of rough lumber from the nearest point of distribution. The handling of fixtures and finished lumber from the delivery truck. The building and moving of all scaffolding, runways, and staging where carpenters' tools are used, the building from the ground up of all scaffolds over 14 feet in height including metal and specially designed scaffolding. The building and construction of all hoists and derricks made of wood. The making of mortar boards, boxes and trestles; all shoring, razing, and moving of buildings. The cutting or framing of the openings for pipes, conduits, duct, etc., where they pass through floors, partitions, walls, roofs, or fixtures composed in whole or in part of wood. The laying out, making and installing of all inserts and sleeves for pipes, ducts, etc., where carpenters' tools and knowledge are required. The making and installing of all wooden meter boards, crippling and backing for fixtures. The welding of studs and other fastenings to receive material being applied by carpenters. The installation of all grounds, furring or stripping, ceilings and sidewalls, etc. The installation of all interior trim or finish of wood, aluminum kalamein, hollow or extruded metal, plastic, doors, transoms, thresholds and windows. The setting of jambs, bucks, window frames of wood or metal where wood braces or wedges are used. The installation of all wood, metal or other substitutes of casings, moulding, chair rail, wainscoting, china closets, base or mop boards, wardrobes, metal partitions as per National Decisions or specific agreements, etc. The complete laying out, fabrication and erection of stairs. The making and erection of all fixtures, cabinets, shelving, racks, louvres, etc. The

mortising and application of all hardware in connection with our work. The assembling and setting of all seats in theatres, halls, churches, schools, auditoriums, grandstands, and other buildings. All bowling alley work. The manufacture, fabrication and installation of all screens, storm doors, and garage doors, the installation of all weather-stripping, inside and outside blinds, the installation of wood, plastic, or metal awnings, door shelters, jalousies, etc., the installation of all material used in dry wall construction such as plasterboard, all types of asbestos boards, transite and other composition board. The application of all materials which serve as a base for acoustic tile, except plaster. All acoustical applications as per National Decisions, or specific agreements. The building of all barricades. The installation of rock wool, cork, and other insulation material used for sound or weatherproofing. The removal for caulking and replacing of staff bead and brick mold and all Oakum caulking, substitutes, etc., and all other caulking in connection with carpenter work. The installation of Chalk Boards as per National Decisions, and Local Agreements. The operations of all hand operated winches used to raise wooden structures. The erection of porcelain enameled panels and siding. The sharpening of all carpenters' hand or power tools. A carpenter shall not be required to furnish any power tools on any job. When work is exclusively carpenters' fork lift will be operated by a carpenter. All leveling, plumbing, spacing and shoring of prestress beams and all prestress concrete material of any kind, shall be under the jurisdiction of the carpenters, and the work enumerated in the booklet of jurisdictional claims compiled by the Executive Committee.

4. That the Respondent, Bob Kimball, Inc., performed general construction work at a job site known as "Janesville Truck Equipment" during the week of December 11, 1978, through December 17, 1978; that during the course of said week and prior to Friday, December 15, 1978, the Respondent, Bob Kimball, Inc., used non-union employes to perform drywall work at the aforesaid job site; that after the Union learned that non-union drywallers were performing work at said job site, but prior to the weekend of December 16 and 17, 1978, William Forrest, Business Manager for the Complainant, had several conversations with Bob Kimball regarding the matter; that during the course of these conversations Kimball first stated that he would attempt to get the non-union non-signatory contractor, Farr, who was employing these drywallers, to sign the parties' collective bargaining agreement; that failing in this attempt Kimball next promised to put the non-union drywallers on his own payroll where they would be covered by the terms of the aforementioned collective bargaining agreement; that Kimball failed to do this as well; that Kimball then indicated that he would put his own employes to work on drywall at said job site and that in response to a question from Forrest, Kimball said that there would be no drywall work performed at the job site during the weekend.

5. That on Friday, December 15, 1978, Bob Kimball, acting on behalf of the Respondent, Bob Kimball, Inc., assigned three of his employes--Darwin Mathison, Ralph Henning and Clifford Forde to install drywall at the job site; that all three employees had worked during that week at said job site as carpenters; that during the course

of the work day Kimball expressed concern to the employees over the progress and quality of the drywall work they were performing; that, however, the three employees were performing the drywall work satisfactorily considering their training and experience, the equipment available on the job for the hanging of drywall and the amount of supervision given the employees in doing the work; that the three employees knew the Respondent had a timetable to complete the project and offered during the course of that day to work over the weekend in order that the company stay on schedule; that in response thereto, Kimball informed the three employees that there would be no drywall work done on the weekend but that said work would resume on Monday.

6. That on Saturday, December 16, 1978, Vern Falkman, Assistant Business Representative for the Complainant, checked the Janesville Truck Equipment job site and found three non-union men employed by Farr installing drywall at the job site; that on Sunday, December 17, 1978, Forrest also checked said job site for the Complainant; that Forrest found the above-mentioned non-union employees working on drywall; that Forrest then informed Bob Kimball, who was present at the job site, that he was in violation of the collective bargaining agreement; that Kimball agreed but indicated that he needed to get the work done; that Forrest next informed Kimball that he would take legal action in the matter to which Kimball replied that he (Forrest) would have to do what he had to do; that on Monday, December 18, 1978, the Respondent continued to employ non-union persons to complete the drywall work at the job site in question rather than bring the three bargaining unit employees back to finish same; that the Respondent assigned the three bargaining unit employees elsewhere in order to avoid potential conflicts between the two groups of employees.

7. That shortly thereafter Forrest filed a grievance on the matter in his capacity as a representative of the Complainant; that the Respondent, Bob Kimball, Inc., made no response to said grievance; that the Respondent did not indicate at the hearing a willingness to arbitrate the dispute; and that the Respondent did not object at the hearing to the Commission asserting its jurisdiction to determine the merits of the Union's complaint.

8. That the Respondent, Bob Kimball, Inc., financed construction of the building in question; that the Respondent performed work, including carpentry work, at the job site; that the Respondent paid the employees working at the job site although Bob Kimball, personally, paid the non-union employees who installed drywall on the weekend of December 16 and 17, 1978; that the Union employees who installed drywall on Friday, December 15, 1978, were not working as quickly or accurately as Kimball wished them to and this was the primary reason for using non-union drywallers on the weekend in question; that the Respondent employed non-union employees on the weekend in question as a subterfuge to avoid employing the aforementioned three bargaining unit employees pursuant to the terms of the parties' collective bargaining agreement.

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

CONCLUSIONS OF LAW

1. That the Complainant attempted to exhaust the grievance/arbitration procedure established by the collective bargaining agreement between the Complainant and the Respondent, Bob Kimball, Inc., since the Respondent failed to respond in any manner to the grievance filed by the Complainant concerning the drywall work performed by non-union employees on the weekend of December 16 and December 17, 1978; that the Respondent did not indicate at the hearing a willingness to arbitrate the dispute or object to the Commission asserting

jurisdiction to determine the merits of the Union's Complaint; and that based on the above, the Commission will assert its jurisdiction to determine the merits of the grievance as contained in the complaint regarding allegations of certain contractual violations by the Respondent.

2. That the Respondent, Bob Kimball, Inc., failed to assign Union employees to install drywall at the Janesville Truck Equipment job site on the weekend of December 16 and 17, 1978, and consequently failed to pay said employees to perform the drywall work on an overtime basis; and that by said actions the Respondent violated Article XIV, Sections 14.1 and 14.5 and Article XII, Section 12.5 of the collective bargaining agreement existing between said Respondent and the Complainant, Carpenters Local #836 and, therefore, has committed unfair labor practices within the meaning of Section 111.06(1)(f) of the Wisconsin Employment Peace Act.

3. That the Respondent, Bob Kimball, Inc., subcontracted drywall work at the Janesville Truck Equipment job site to a non-union, non-signatory contractor during the period of time in question in violation of Article XI, Section 11.13 of the parties' collective bargaining agreement and in so doing has committed an unfair labor practice within the meaning of Section 111.06(1)(f) of the Wisconsin Employment Peace Act.

4. That the Respondent, Bob Kimball, Inc., by its actions noted herein, has not violated Article X or Article XI, Section 11.11 of the parties' collective bargaining agreement and, therefore, has not committed unfair labor practices within the meaning of Section 111.06(1)(f) of the Wisconsin Employment Peace Act regarding same.

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

ORDER

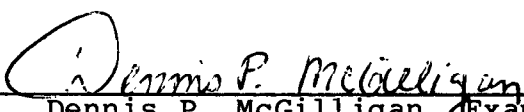
1. That the Respondent, Bob Kimball, Inc., shall immediately make the three employees in question--Darwin Mathison, Ralph Henning and Clifford Forde--whole by paying to them at the proper hourly rate and fringe benefit rate a sum of money for the drywall work they were entitled to perform on the weekend of December 16 and 17, 1978, at the Janesville Truck Equipment job site, as required by Article XII, Section 12.5 of the parties' collective bargaining agreement.

2. That the Respondent, Bob Kimball, Inc., cease and desist from using a non-union, non-signatory subcontractor to do bargaining unit work in violation of the parties' collective bargaining agreement at the Janesville Truck Equipment job site or any other job site.

3. That the Respondent, Bob Kimball, Inc., notify the Wisconsin Employment Relations Commission, in writing, within twenty (20) days following the date of this Order as to what steps it has taken to comply herewith.

Dated at Madison, Wisconsin this 25th day of September 1979.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By 
Dennis P. McGilligan, Examiner

MEMORANDUM ACCOMPANYING FINDINGS
OF FACT, CONCLUSIONS OF LAW AND ORDER

The complaint alleges that the Respondent violated the applicable collective bargaining agreement between the Respondent and the Complainant in the course of doing business at the Janesville Truck Equipment job site. The Examiner held a hearing on February 5, 1979, at Janesville, Wisconsin. Both parties made oral argument at the close of the hearing. The transcript was issued on March 6, 1979.

POSITION OF THE COMPLAINANT

The Complainant basically argues that the Respondent violated Article XII, Section 12.5 of the agreement by employing non-union employees to perform drywall work at the Janesville Truck Equipment job site during the weekend of December 16 and 17, 1978. The Complainant also argues that by this action the Respondent violated Section 11.13 of the agreement entitled "Subcontracting".

The Complainant further argues that the Respondent failed to have a steward assigned to the job and failed to provide proper tools for the workers in violation of the agreement.

Contrary to the Respondent's position, the Complainant maintains that the Respondent used a subterfuge in an attempt to avoid its responsibilities under the parties' collective bargaining agreement. In this regard the Complainant contends that Bob Kimball, Inc., and Bob Kimball, personally, are really the same legal entity for purposes of enforcing the terms of the parties' labor agreement.

POSITION OF THE RESPONDENT

The Respondent did not file an answer in the instant case. At the hearing the Respondent agreed with the Complainant's contention regarding the basic facts in the instant case.^{1/} However, the Respondent, Bob Kimball, Inc., argues that it had no responsibility to abide by the terms of the parties' collective bargaining agreement because its President, Bob Kimball, was acting solely on an individual and personal basis when he hired non-union employees to install drywall on the weekend in question.

JURISDICTION OF THE COMMISSION

The collective bargaining agreement between the parties provides for final and binding resolution of disputes concerning its interpretation or application. The Complainant filed a grievance regarding the Respondent's aforementioned actions at the Janesville Truck Equipment job site. The Respondent failed to respond in any way to this grievance. Nor did the Respondent indicate at hearing that it was willing to process the grievance and to proceed to arbitration in the matter. Finally, the Respondent did not object at the hearing to the Commission asserting its jurisdiction to determine the merits of the parties' dispute.

Based on the above, the Examiner finds that the Complainant attempted to exhaust the grievance procedure contained in the collec-

^{1/} Tr. 25. In this regard, the Examiner points out that there was no dispute regarding drywall work being bargaining unit work.

tive bargaining agreement, and, based on the Respondent's actions noted above, the undersigned has asserted the jurisdiction of the Commission to determine the merits of the Complainant's allegations as contained in the complaint.

SUBSTANTIVE ISSUES

In various aspects of labor relations and labor law, issues sometimes arise as to whether an employer and another corporate entity or individual share the same contract responsibilities. The issue may arise within the context of whether a second corporate entity or person is really an alter ego of the first employer who is the signator to a collective bargaining agreement. In certain circumstances arbitrators, as well as courts and administrative agencies, have found that an employer and its alter ego are one for purposes of enforcing the labor contract.^{2/} The essential consideration in such cases is whether the tribunal, be it arbitrator, court or administrative agency, will look beyond fine legal distinctions in order to determine an employer's identity for labor relations purposes.

Tribunals utilize a number of criteria to determine whether an alter ego employer exists, with corresponding contractual obligations. These criteria include identity of ownership, management and operations.^{3/} In applying these criteria the tribunals sometimes speak in terms of the employer entities operating under the same managerial control and doing the same business at the same location.^{4/}

In this regard, the record supports a finding that both of these employers--the Respondent, Bob Kimball, Inc., and Bob Kimball, personally--functioned interchangeably and without any basic distinctions in doing business at the aforesaid job site. The record indicates that the Respondent financed the building in question and performed most of the construction of same. The Respondent paid its employees working at said job site although Bob Kimball, personally, paid the non-union employees who installed drywall on the weekend in question. Whether representing the Respondent or functioning as the alter ego employer, Bob Kimball acted in the same capacity by paying and directing the work force at the job site. This work force--Union and non-union--performed the same kind of work (drywall, carpentry, etc.) on the same building.

In determining whether an alter ego employer exists, tribunals have also looked at the question of motive. The National Labor Relations Board found that an alter ego employer may be bound by the contract of another company where the employer acted to escape contract obligations, modify employment terms and terminate its existing bargaining relationship.^{5/} In affirming the judgment of an Administrative Law Judge, the Board cited approvingly the Administrative Law Judge's conclusion that the closure and reopening of the company were designed and carried out as a "maneuver" to eliminate the Union

2/ Hanz Trucking, Inc., 46 LA 1057, 1060 (Anderson, 1966).

3/ G. E. Graff Trucking, Inc., 59 LA 823 (Michelstetter, 1972)

4/ Seven Motors, LTD, d/b/a Mazda South, et. al., 233 NLRB 178
97 LRRM 1248 (1977)

5/ Circle T. Corporation; Meatmen, Inc., d/b/a Royal T. Meat, 238
NLRB 35; 99 LRRM 1244 (1978)

as the bargaining representative of the unit employees. The Administrative Law Judge had stated that such a motive was inconsistent with the principles of collective bargaining.

The record is clear that the Respondent, Bob Kimball, Inc., acted in bad faith with the intent of avoiding its responsibilities under the parties' collective bargaining agreement. The Respondent began drywall work at the job site using non-union employees, but when confronted by the Union regarding same, the Respondent attempted to bring said employees under the terms of the labor agreement. However, the Respondent later attempted to hide from the Union the fact that drywall work would be performed at the job site on the weekend.^{6/} Yet, when the Respondent was caught by the Union doing said work, Bob Kimball acknowledged the violation of the contract but continued the drywall work using non-union employees. It should be noted that the Respondent's testimony regarding whether he was acting as an individual or as a representative of the Respondent was inconsistent and unpersuasive.^{7/}

Applying the aforementioned criteria to the facts of the instant case, it is abundantly clear that the Respondent, Bob Kimball, Inc., and Bob Kimball, personally, are alter egos for purposes of determining responsibility under the parties' collective bargaining agreement. Therefore, based on all of the above, the Examiner concludes that the Respondent, Bob Kimball, Inc., and Bob Kimball, personally, are one for the purposes of enforcing the parties' collective bargaining agreement.

In view of the foregoing, the Examiner finds that the Respondent, Bob Kimball, Inc., failed to provide overtime work to the employees in question pursuant to Article XIV, Sections 14.1 and 14.5 of the agreement, and therefore, said employees lost overtime pay contrary to Article XII, Section 12.5 of the agreement when the company used non-union employees to perform drywall work at the aforementioned job site on the weekend of December 16 and 17, 1978. By said actions the Respondent violated Section 111.06(1)(f) of the Wisconsin Employment Peace Act.

It is undisputed that the Respondent used a non-union subcontractor--Farr--to supply workers to do drywall work during the period of time in question. Therefore, the Examiner finds that the Respondent violated Article XI, Section 11.13 of the collective bar-

^{6/} The three bargaining unit employees inquired about working on the weekend but were told by the Respondent that no drywall work would be performed until Monday. Forrest was similarly misled by the Respondent when he asked about drywall work on the weekend.

^{7/} See in particular Tr. 6, 28, 29, 30, 31, and 32 where Bob Kimball gives contradictory testimony regarding the identity of the employer. In addition, Bob Kimball testified at the hearing that he had a contract personally to construct the aforementioned building. However, the contract forwarded to the Examiner by the Respondent following completion of the hearing failed to establish same. To the contrary, said contract spoke in terms of "we" rather than the first person "I" when referring to the entity submitting the building proposal. Thus, the contract does not constitute persuasive evidence that it was let to him personally rather than to the corporation, nor does the record contain any other credible evidence that Bob Kimball was acting as an individual rather than the corporate entity while performing work at the job site.

gaining agreement between the parties regarding same, and consequently violated Section 111.06(1)(f) of the Wisconsin Employment Peace Act.

The Complainant failed to introduce sufficient evidence to support that portion of the complaint which alleged that Article X and Article XI, Section 11.11 of the collective agreement was violated between the parties. Therefore, the Examiner finds that the Respondent did not violate the collective bargaining agreement between the parties regarding same, and therefore, did not violate Section 111.06(1)(f) of the Wisconsin Employment Peace Act.

With respect to remedy the Complainant indicated, without objection from the Respondent, that the total sum of money involved, including fringe benefits was \$1,104. The Complainant stated that this compensated the aforementioned three employees for the two days worked on the weekend in question by non-union employees. However, since there was no stipulation by the Respondent regarding same, the Examiner has merely ordered the Respondent to make said employees whole leaving the exact amount of money involved to be worked out by the parties pursuant to this direction.

Dated at Madison, Wisconsin this 25th day of September, 1979.

By  _____
Dennis P. McGilligan, Examiner