STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

CHARLES COOK, Complainant, vs. RACINE STEEL CASTINGS, a division of EVANS PRODUCTS COMPANY and INTERNATIONAL UNION AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, UAW and its LOCAL UNION NO. 553, Respondents.	Case II No. 24550 Ce-1823 Decision No. 17054-A

Appearances:

Mr. Charles Swanson, Attorney at Law, 1006 Washington Avenue, Racine, Wisconsin 53403, appearing on behalf of the Complainant.

UAW, Local Union No. 553, by Mr. Tony Valeo, International Representative, Region 10, United Automobile, Aerospace, Agricultural Implement Workers of America, 2100 Layard Avenue, Racine, Wisconsin 53404, appearing on behalf of the Respondent Union.

Seyfarth, Shaw, Fairweather, Geraldson, Attorneys at Law, by Mr. Gordon W. Winks, 55 East Monroe Street, Chicago, Illinois 60603, appearing on behalf of the Respondent Employer.

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

A complaint of unfair labor practices having been filed with the Wisconsin Employment Relations Commission in the above-entitled matter, and the Commission having appointed Michael F. Rothstein, 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 Racine, Wisconsin, on August 22, 1979; and the parties having filed briefs through December of 1979; and the Examiner having considered the evidence and arguments and being fully advised in the premises, makes and files the following Findings of Fact, Conclusions of Law and Order.

FINDINGS OF FACT,

1. That Charles W. Cook, referred to herein as Cook or Complainant, is an individual presently residing at 806 1/2 Jackson Street, Racine, Wisconsin.

2. That Racine Steel Castings, a division of Evans Products Company, referred to herein as the Respondent Employer, is a corporation engaged in the operation of a foundry with facilities in Racine, Wisconsin.

3. That International Union United Automobile, Aerospace and Agricultural Implement Workers of America and Local Union No. 553, referred to herein as the Respondent Union, is a labor organization having its offices at 2100 Layard Avenue, Racine, Wisconsin.

4. That at all times material hereto, Respondent Union was the exclusive collective bargaining representative of certain employes, including Complainant, who worked at the Respondent Employer's Racine plant.

5. That at all times material hereto, Respondent Employer and Respondent Union were signatories to a collective bargaining agreement covering wages, hours and working conditions of certain employees including the aforementioned Complainant; and that said agreement includes the following pertinent provisions:

ARTICLE II

Grievance Procedure

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Section 2. A grievance is a question involving the rights and obligations established by this Agreement. Grievances between the Company and the Union may be presented and discussed in the meetings between the Grievance Committee and the Vice President - Industrial Relations or his designated representative, and any settlement of such grievance shall be reduced to writing and signed by both parties. Grievances of employees shall be taken up in the following manner:

FIRST: Any employee who has a grievance shall take it up with his foreman and his Union steward if the employee desires. When an employee makes a request of his foreman which is based on his rights under this Agreement without the Union steward being present, the foreman will either call the steward or suggest to the employee that the discussion of the grievance be deferred until the steward is available. The foreman will introduce new employees when hired and probationary employees when transferred to their stewards to facilitate the operation of this grievance procedure.

If the employee is not satisfied with the foreman's answer or failure to answer, the grievance shall be reduced to writing, signed by the aggrieved employee and the Union steward for his department and submitted to the foreman. A grievance form made out in quadruplicate shall be used through the grievance procedure. The foreman shall answer the grievance and write and sign his answer to the grievance on all copies of the grievance form as woon as possible, but in any event within two (2) working days from the date that the written grievance is submitted to him.

It is recognized that grievances fall into different categories insofar as the time required to answer the grievance is concerned:

1. Those grievances which do not involve any factual dispute or raise a difficult question of interpretation of the Agreement. These grievances should be answered the same day that they are presented if they are not presented near the end of the shift.

2. Those grievances which clearly involve all of the employees in the bargaining unit (or a substantial portion of them) or which raise a police question because an original interpretation is required. These grievances should immediately be passed on by the foreman to the next step of the grievance procedure.

3. Those grievances which require careful analysis of the facts or obtaining data from the Company records or which raise questions of interpretation of the Agreement that are not original. Foreman may need more than two (2) working days to obtain the necessary information and advice, and, in that event, it is desirable that arrangements be made between the foremand and the steward for such additional time. However, no more time should be consumed that is absolutely necessary.

The employee and the steward will indicate their respective positions on all copies of the grievance form, and both the employee and the steward shall sign all copies of the grievance form. One of the quadruplicate copies of the grievance form is the Company's traveling copy, one the Union's traveling copy, third copy goes to the Union Recording Secretary and the fourth copy goes to the Vice President-Indutrial Relations. Hereafter in this Agreement where it is provided that the Union will receive a notice from the Company, such notice will be given or mailed to the Recording Secretary of the Union. If the employee is satisfied with the foreman's written answer, then the Union may present the grievance between the Company and the Union to the Vice President-Industrial Relations in the third step of the grievance procedure set forth herein.

SECOND: If the employee is not satisfied with the foreman's written answer and wishes to appeal the grievance, the steward shall write out the reason or reasons the grievance is being appealed on all copies of the grievance form and will give the Union's traveling copy to the chief steward or the assistant chief steward who, in turn, will submit the grievance form to the Director of the division involved within two (2) working days from the date of the foreman's written answer in the first step. The Director will write and sign his answer on the two (2) traveling copies of the grievance form within two (2) working days from the date the grievance was submitted to him. If the employee and the chief steward or the assistant chief steward are satisfied with the Director's answer, the chief steward or the assistant chief steward will so indicate on the two (2) traveling

copies of the grievance form. In any event the chief steward or the assistant chief steward will sign the two (2) traveling copies of the grievance form. One of these copies of the grievance form will be retained by the Director and one will be given to the chief steward or the assistant chief steward.

THIRD: If the grievance is not settled in the second step of the grievance procedure, the Union Grievance Committee may appeal the grievance to the Vice President-Industrial Relations by submitting to him before the next regular weekly meeting with the Vice President-Industrial Relations or his designated representative. The Grievance Committee and the Vice-President-Industrial Relations shall meet once each week at a mutually agreed time. The Vice President-Industrial Relations shall write and sign his answer to the grievance on all copies of the grievance form and present two (2) copies to the Union as soon as possible after their meeting but in any event within five (5) calendar days after a weekly meeting unless the parties agree to an extension of time. The secretary of the Grievance Committee shall indicate on all copies of the grievance form whether or not the Grievance Comittee [sic] is satisfied with the answer of the Vice President-Industrial Relations. The Vice President-Industrial Relations will keep two (2) copies of the grievance form and give two (2) copies to the secretary of the Grievance Committee.

FOURTH: Grievances which have not been settled under the foregoing procedures may be referred to arbitration by note in writing fifteen (15) calendar days after the date of the Company's final answer. The arbitrator shall be agreed upon by the Company and the Union. Failing to agree on an arbitrator within ten (10) calendar days after either party has requested arbitration in writing, the parties will meet to select one (1) of the following arbitrators: Philip G. Marshall, Bert L. Luskin, Reynolds C. Seitz, Samuel Edes, Albert A. Epstein, Edward E. Hales.

The arbitrators set forth above will be used in rotating order except that if the arbitrator who is next in line to be used is not available within thirty (30) days, then rotation will be followed to secure an arbitrator who is available within such thirty (30) day period. The decisions of the arbitrator shall be final and binding on the Company, the Union, and any employee or employees involved. The expense of the arbitrator, including the arbitrator's fee, shall be divided equally between the Company and the Union. The arbitrator shall not amend, take away, add to, or change any of the provisions of this Agreement. The

arbitrator may consider and decide only the particular issue or issues presented to him in writing by the Company and the Union, and his decision must be based solely upon an interpretation of the provisions of this Agreement.

Section 3. It is agreed that harmonious relations between the parties require prompt filing and disposition of grievances. A grievance on a discharge other than that specified in ARTICLE III, Section 5(2) must be filed within five (5) working days after written notice to the Union of the discharge, or it will not be considered under the grievance procedure. The time limit for processing a grievance or a termination under ARTICLE III, Section 5(2) will be three (3) days after the employee has been contacted by the Union, but not to exceed a maximum time limit of fifteen (15) days following termination of the employment relationship. Any grievance relating to other matters must be filed within thirty (30) days following the date of the incident, or that date upon which the employee first had knowledge of the incident, or reasonably should have known, except as otherwise provided in this Agreement. In situations where employees are terminated (other than ARTICLE III, Section 5 (2), (3) or (4), terminations) without a termination meeting with a Union official in attendance, a member of the Union Bargaining Committee may grieve the termination (with or without the signature of the aggrieved employee) provided the signature of the aggrieved employee is obtained on the grievance by no later that five (5) days of the date of termination. Grievances must be appealed within the time limit established for each step of the above grievance procedure or within the time agreed to in writing by the Company or they shall be considered settled on the basis of the last answer given by the Company. If the Company fails to answer a grievance within the time limit specified in the above grievance procedure or within the time agreed upon by the Union in writing, the Union may appeal the grievance to the next step of the above grievance procedure. In the event the Company fails to answer grievances as provided herein, the time limits for the appeal to the next step of the grievance procedure shall run from the expiration of the time limit on the answer. All agreements for the extension of time to appeal or answer shall be in writing.

ARTICLE III

Seniority

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Section 5. Continuity of service and the employment relationship shall be broken and terminated when:

(1) an employee voluntarily leaves the Company's employ or is discharged for cause;

(2) an employee is absent for three (3) working days without notifying the Company, unless the employee establishes beyond a reasonable doubt that it was beyond his control for him to notify the Company within the time specified;

(3) an employee who has been laid off fails to notify the Company within three (3) days after written notice of recall has been sent to his address appearing on the Company's records, or he fails to report for work within seven (7) days after the sending of such notice, unless the employee establishes beyond a reasonable doubt that it was beyond his control for him to notify or report within the the time specified.

(4) an employee is laid off for twenty-four (24) consecutive months; provided, however, if his seniority exceeds twenty-four (24) months, he shall not lose his seniority until he is laid off for a continuous period equal to the seniority he has acquired at the time such layoff began; provided further, that employees with five (5) or more years of seniority shall lose their seniority if they are laid off in excess of five (5) years.

When an employee is discharged for cause other than as set forth in section 5-(2), (3) or (4), the Union will be notified prior to the employee's leaving the plant so that a regular Union representative will have the opportunity of interviewing the employee. The Company will designate an office for this purpose.

The Union will be notified by the Company, on a daily basis, of those employees who are terminated under Section 5-(2) of this Article. Such notice will be in writing and will include the employee's name, address and phone number if available.

6. That Respondent Union's bylaws, which were in effect at all times material herein, contain, among its provisions, the following:

ARTICLE 16

Appeals

Section 1. Any member ot the Local Union dissatisfied with the action of the Local Union or any Representative thereof, other than the action or decision of the Membership of the Local Union, shall take his appeal or complaint to the Local Union Recording Secretary within sixty (60) days as permitted by the International (UAW) Constitution.

> Section 2. All such complaints or appeals of a member of this Local Union shall be considered by the Executive Board within ten (10) days after filing with the Recording Secretary.
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> Section 3. The Executive Board shall provide the grievant the opportunity to consult the Executive Board and they shall render a decision to the grievant as to the disposition of the appeal or complaint.
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> Section 4. Within thirty (30) days of receiving a notice of such Executive Board decision, the grievant, if wishing to appeal further to the membership, shall submit his appeal to the Recording Secretary for consideration at the next membership meeting.

7. That Complainant was hired by Respondent Employer in December of 1977; and that on November 20, 1978 Complainant was discharged from employment with Respondent Employer for "excessive absenteeism" in accordance with Article III, Section 5(1) of the Basic Labor Agreement.

8. That on November 22, 1978 the Union filed a grievance requesting the reinstatement of Charles Cook with full rights of the Basic Labor Agreement; that the grievance was prepared and signed by L. G. Klenkowski, Recording Secretary of Local 553, and was also signed by the Complainant, Charles W. Cook; that on December 6, 1978 Jay Toll, Assistant Personnel Manager, replied to the grievance by stating that "the employe was discharged for cause (excessive absenteeism, absent from 11/10/78 to 11/20/78 without Doctor's slip) in accordance with Article III, Section 5(1) of the Basic Labor Agreement"; and that on January 27, 1979, the Union withdrew the grievance from the grievance process on the basis that

> "The Union has waited for employe to present Doctor's slip, however, this has not been received. Therefore we have no choice but to drop this grievance due to lack of interest of Bro. Cook. /s/ L. A. Wooley, Pres., UAW No. 553";

that Complainant was notified by the President of the Respondent Union that the Union declined to process the grievance to arbitration because the Complainant had not produced the required medical leave slip; that the President of the Respondent Union subsequently explained in greater detail to Complainant why his grievance had been withdrawn, and that if the Complainant was not satisfied with the determination made by Mr. Wooley, Complainant could appeal Wooley's decision through the Respondent Union's internal appeals procedures.

9. That the decision of the Respondent Union to withdraw the grievance relating to the Complainant's termination of employment was predicated upon the Respondent Union's belief that the Complainant's termination would be sustained if submitted to an arbitrator; and that Respondent Union, in arriving at said decision, considered the applicable contractual language, the particular facts surrounding Complainant's discharge, prior arbitration awards involving Respondent Employer and members of the Respondent Union, and the lack of evidence to demonstrate that the Complainant was under a doctor's care when he was absent from work.

10. That Complainant did not utilize the Respondent Union's internal appeal procedures available to him for appealing Respondent Union's decision to withdraw the grievance prior to arbitration.

11. That the Respondent Union did not act arbitrarily, capriciously, or in bad faith in deciding to withdraw Complainant's grievance prior to arbitration.

Upon the basis of the above and foregoing Findings of Fact, the examiner makes the following

CONCLUSIONS OF LAW

1. That the Complainant's failure to exhaust the internal union procedures available to him does not foreclose him from prosecuting his complaint herein.

2. That United Automobile Aerospace and Agricultural Implement Workers of America, Local Union No. 553, and its representatives did not wrongfully refuse to proceed to arbitration in the grievance of Complainant and, further, that the conduct of Respondent Union and its representatives in processing Complainant's grievance protesting his discharge and subsequently withdrawing said grievance prior to arbitration was not arbitrary, discriminatory or in bad faith; and Respondent Union, therefore, did not violate its duty to fairly represent Complainant.

3. That since United Automobile Aerospace and Agricultural Implement Workers of America Local Union No. 553 did not violate its duty to fairly represent Complainant with respect to his grievance, the undersigned Examiner will not invoke the jurisdiction of the Wisconsin Employment Relations Commission for the purpose of determining the merits of said grievance inasmuch as under the circumstances, the Commission has no jurisdiction to determine the merits of Respondent Employer's alleged breach of the collective bargaining agreement in violation of Section 111.06(1)(f) of the Wisconsin Employment Peace Act.

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

ORDER

It is ordered that the complaint in the instant matter be, and the same hereby is, dismissed.

Dated in Madison, Wisconsin this 23rd day of May, 1980.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By Michael F. Rothstein
Michael F. Rothstein, Examiner

MEMORANDUM ACCOMPANYING FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

BACKGROUND AND POSITIONS OF THE PARTIES:

Complainant alleges that Respondent Employer discharged him in violation of the collective bargaining agreement then in effect between the Respondent Employer and the Respondent Union. 1/ Complainant further alleges that the Respondent Union violated its duty to represent Complainant when Respondent Union withdrew Complainant's grievance from the grievance process and failed to pursue the matter to binding arbitration. Respondent Employer denies that Cook was discharged in violation of the collective bargaining agreement and maintains that it satisfied the requisite contractual standards in discharging Complainant; and that, taking into account the facts of the Complainant's work history together with his inability to demonstrate that the absence of November 10, 1978 was for medical reasons, Respondent Employer had just cause for discharging the Complainant. The Respondent Employer, together with the Respondent Union, argue that Complainant failed to demonstrate that the Respondent Union violated its duty of fair representation and thus, the Commission has no jurisdiction to resolve the merits of Complainant's allegations against the Respondent Employer, and that therefore the charges against the Respondent Union as well as Respondent Employer should be dismissed. Furthermore, both Respondent Union and Respondent Employer allege that Complainant's failure to exhaust internal Union remedies available to him to resolve his claim of unfair representation by the Union should act as a bar to the Commission asserting its jurisdiction in this matter.

DISCUSSION:

This Commission has consistently required that, before it will exercise its jurisdiction to determine the merits of Complainant's allegation that Respondent Employer breached the collective bargaining agreement in violation of Section 111.06(1)(f) of the Wisconsin Employment Peace Act (WEPA), that Complainant prove by a clear and satisfactory preponderance of the evidence, 2/ that he attempted to exhaust the collective bargaining agreement's grievance procedure and that he was frustrated in such attempt by Respondent Union's violation of its duty of fair representation. 3/

The Complainant claims that the Respondent Employer violated the collective bargaining agreement when it discharged him; the Complainant further alleges that the Respondent Union refused to process the grievance to arbitration. The Complainant must establish that the Respondent Union violated its duty to fairly represent him in order for the Commission to determine the Complainant's grievance on the merits herein.

1/ The complaint in the instant matter does not specify the alleged violation by specific statutory section of the Wisconsin Employment Peace Act; however the complaint may be fairly read to allege a violation of Section 111.06 (1)(f) of said statute.

2/ See Section 111.07(3) of the Wisconsin Employment Peace Act.

3/ American Motors Corporation, 7988-B (10/68); Ozite Corp., 10298-A, B, (2/72); See also Republic Steel Corporation v. Maddox, 379 U.S. 615, 85 Supreme Court 614 (1965); Vaca v. Sipes, 386 U.S. 171, 87 Supreme Court 903 (1967); Mahnke v. WERC, 66 Wis.2d 524 (1975).

In Mahnke v. WERC, 66 Wis.2d 524 (1975), the Wisconsin Supreme Court set forth the prerequisites to prosecution of the breach of contract claim:

> "If it is established that the grievance procedure provided for in the collective bargaining agreement has not been exhausted, then it must be proven that the Union failed in its duty of fair representation before the employe can proceed to prosecute his claim against the employer." 4/

In the instant case, the complaint alleges that the Respondent Union withdrew the grievance from the grievance process prior to arbitration; thus, by pleading, the parties have stipulated that the grievance procedure has not been exhausted. Having determined that, in fact, the grievance procedure has not been exhausted, the employe cannot prosecute his claim for breach of the contract "unless he proves the Union breached its duty of fair representation to him". 5/ In order to establish said claim against Respondent Union, Complainant must prove that Respondent Union acted in an arbitrary or capricious manner or in bad faith when the Union dropped Complainant's grievance and failed to proceed to arbitration. 6/ While it would clearly be inequitable to allow an employe's grievance to go without remedy because of the Union's wrongful refusal to process it, it is clear that a wrongful refusal occurs only when the Union breaches it duty of fair representation, and that "a breach of the statutory duty of fair representation occurs only when the Union's conduct toward a member of the collective bargaining unit is arbitrary, discriminatory, or in bad faith." Vaca v. Sipes, supra at page 190.

Unions are afforded great latitude in deciding whether to exhaust the contractual grievance machinery in any given grievance which has been filed with the Union. In Humphrey v. Moore, 375 U.S. 335 (1964), the United States Supreme Court recognized the considerable flexibility granted to the exclusive collective bargaining representative in deciding whether to pursue a grievance through the grievance process:

> ". . . Just as a Union must be free to sift out wholly frivolous grievances which would only clog the grievance process, so it must be free to take a position on the not so frivolous disputes."

Similarly, the Wisconsin Supreme Court has recognized the latitude permitted the exclusive bargaining representative:

> ". . . The Union has great discretion in processing the claims of its members . . . In certain cases for the greater good of the members as a whole, some individual rights may have to be compromised. Whether or not a cause of action is stated depends upon the particular facts of each case. (Case citations omitted.)" 7/

The facts presented in the instant matter can be briefly summarized as follows: Charles Cook sustained an industrial injury to his back on April 6, 1978. Throughout his employment with Respondent Employer he developed a history of absenteeism, in large part related to medical problems. In the early morning hours of November 10, 1978,

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4/ 66 Wis.2nd 524, 532.

5/ Mahnke, supra at 533.

6/ Vaca v. Sipes, supra. Mahnke v. WERC, supra.

7/ Fray V. Amalgamated Meat Cutters, 9 Wis.2d 631, 101 N.W.2d 782 (1960).

Complainant's back started hurting and he asked the foreman if he could go home. Complainant was told by his foreman that he would have to have a doctor's slip in order to return to work. Cook could not get a doctor's appointment until November 15; when he next reported to work prior to that appointment, he was advised that he could not return to work until he had a doctor's slip. Cook saw the doctor on November 15, 1978, and reported for work on November 16, 1978. He was told at that time that the doctor's slip in his possession was not sufficient to permit him to return to work since the slip stated that Charles Cook was not authorized to be off work and he was not told to stay home by the doctor. Subsequently, Cook attempted to obtain a second medical slip from the clinic, but this slip was likewise inadequate in that it clearly stated that Cook was "not given medical leave for the time he has missed from work". (Exhibit No. 1) Respondent Employer terminated Complainant Cook because of excessive absenteeism on November 20th, the most immediate reason having been the absence from work from November 10th through November 20th. Cook immediately contacted the Union and, with the assistance of L.G. Klenkowski, Recording Secretary for the Union, prepared a grievance. Subsequent to filing the grievance, Cook was advised at various times that his grievance had proceeded through steps 1 and 2 of the grievance process. Approximately 2 months later Cook's grievance was withdrawn on the following basis: "the Union has waited for employe to present Doctor's slip, however, this has not been received. Therefore, we have no choice but to drop this grievance due to a lack of interest of Bro. Cook. /s/ L. A. Wooley Pres. UAW No. 553." (Exhibit No. 2) Complainant then filed the instant complaint alleging the Employer's breach of contract and the Union's breach of duty to fairly represent Complainant in the grievance process.

The decision on the part of the Union to drop the matter after the second step of the grievance process was based upon the Union's evaluation of the facts concerning the termination of the Complainant, together with a review of several prior arbitration awards involving similar-type cases. There is no evidence in the record which demonstrates any hostility between Cook and his Union or its representatives; similarly, there is no showing whatsoever of any discriminatory handling of Cook's grievance. There is conflict in testimony as to whether the Union advised Cook of its decision to drop his grievance; however, the Examiner does not deem that resolution of that factual dispute is crucial to resolving the issue of the Union's alleged breach of its duty to fairly represent Complainant Cook.

The record is clear that the Union timely filed the grievance on behalf of Complainant Cook. Subsequent thereto, representatives of the Union met with representatives of the Respondent Employer to discuss the possibility of reinstatement of Cook. The Employer maintains that Cook's discharge was for "just cause" on the basis of excessive absenteeism. After gathering all of the facts and reviewing prior arbitration awards involving the same language in the Basic Labor Agreement, the Union decided that without an acceptable medical excuse for the ten days of absence, the Union would be unsuccessful in processing the grievance to arbitration. Thus, the Union, in determining that the grievance was not meritorious, made a decision based upon its judgement and its sense of its responsibility to the membership of the Union.

Although the Complainant is not satisfied with the resolution of the grievance, the record is devoid of any evidence to support a claim that the Respondent Union's conduct toward the Complainant was arbitrary, discriminatory or exhibited bad faith. The Complainant has failed to meet his burden with respect to the Union's conduct toward him. The Examiner therefore concludes that the Complainant did attempt to exhaust the contractual grievance procedure, but that the Complainant has failed to sustain his burden of proof by a clear and satisfactory

preponderance of the evidence that the Union's conduct toward him was arbitrary, descriminatory or in bad faith. Absent such conduct, the Union did not breach its duty to fairly represent Complainant.

Having determined that Complainant failed to meet his burden with respect to the Union's conduct toward him, the Examiner finds it unnecessary to reach the question of whether Complainant should have exhausted his internal Union remedy before bringing this action before the Commission. 8/

Based upon the foregoing analysis the Examiner will not assert the jurisdiction of the Wisconsin Employment Relations Commission for the purpose of determining whether the Respondent Employer breached its collective bargaining agreement with the Respondent Union in violation of Section 111.06(1)(f) of the Wisconsin Employment Peace Act.

Dated at Madison, Wisconsin this 23rd day of May, 1980.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By Michael F. Rothstein
Michael F. Rothstein, Examiner

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8/ See, however, prior decisions of the Commission: J. I. Case, 1407-C (8/76); Local 180 UAW and J. I. Case Co., 16992-A, 16993-A (2/80).