

STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

MARSHALL KUHNLY, BUSINESS MANAGER, CARPENTERS LOCAL NO. 314,	:	
	:	Case I
	:	No. 27070 Ce-1885
Complainant,	:	Decision No. 18266-A
	:	
vs.	:	
	:	
WILFRED SCHULTZ, SECRETARY, <u>1</u> / FINELINE SPECIALISTS, INC.,	:	
	:	
Respondent.	:	
	:	

Appearances:
 Lawton & Cates, Attorneys at Law, by Mr. Bruce F. Ehlke,
 110 East Main Street, Madison, Wisconsin 53703, for the
 Union.
 Mr. Wilfred Schultz, Secretary, Route 1, Prairie du Sac,
 Wisconsin 53578, for the Company.

FINDINGS OF FACT, CONCLUSION OF LAW AND ORDER

Marshall Kuhnly, who is the Business Manager of Carpenters Local No. 314, having filed a complaint on behalf of Carpenters Local No. 314, with the Wisconsin Employment Relations Commission on November 17, 1980 alleging that Wilfred Schultz, Secretary, Fineline Specialists, Inc., had committed unfair labor practices within the meaning of the Wisconsin Employment Peace Act; and the Commission having appointed Douglas V. Knudson, a member of its staff, to act as Examiner and to make Findings of Fact, Conclusion of Law and Order pursuant to Section 111.07, Wis. Stats.; and hearing on said complaint having been held before the Examiner in Madison, Wisconsin on May 21, 1981; and the Examiner having considered the evidence and the arguments of the parties, makes the following Findings of Fact, Conclusion of Law and Order.

FINDINGS OF FACT

1. That Carpenters Local No. 314, herein the Union, is a labor organization with offices at 1602 South Park Street, Madison, Wisconsin 53715; that Marshall Kuhnly is the Business Manager of the Union; and, that at all times material hereto the Union represented certain employes in the employ of Fineline Specialists, Inc.
2. That, at all times relevant hereto, Wilfred Schultz has been doing business as Fineline Specialists, Inc., herein the Employer; that Schultz has been both a shareholder and an officer, i.e., Secretary, of the Employer; that the Employer was engaged in custom mill work, such as the manufacture of bars and cabinets for commercial operations, with an office at 4610 Femrite Drive, Madison, Wisconsin 53716; that in November or December of 1980, the Employer ceased normal business activities; that the Employer's current mailing address is Wilfred Schultz, Route 1, Prairie du Sac, Wisconsin 53578; and, that Schultz is currently employed by another contractor.

1/ At the hearing it was discovered that the complainant had incorrectly spelled the first name of Mr. Schultz and had incorrectly stated his position with the Employer. The name and title appear in their corrected forms herein.

3. That, at all times material hereto, the Union and the Employer were parties to a collective bargaining agreement which provided for final and binding arbitration of grievances arising under the terms of the agreement; that the complainant alleged that the grievance and arbitration procedures in said agreement had been exhausted in this matter; and, that at the hearing herein the Employer neither contended that the grievance and arbitration procedures had not been exhausted, nor, objected to the assumption of jurisdiction by the Commission over the alleged violation of the collective bargaining agreement.

4. That the aforesaid collective bargaining agreement contained in pertinent part, the following provisions material herein:

ARTICLE VIII

WELFARE PLAN Section 1. (a) During the life of this Agreement, each Employer covered thereby shall pay the sum of sixty (60) cents per hour for each hour paid by all employees covered by this Agreement to the Trustees of the Wisconsin State Carpenters Welfare Fund. These payments shall be made not later than the 15th of each month following the month for which payment is being made.

. . .

ARTICLE IX

PENSION PLAN. Section 1. During the term of this Agreement each Employer covered thereby shall pay the sum of sixty (60) cents per hour for each hour paid by all employees covered by this Agreement to the Trustees of the Wisconsin State Carpenters Pension Fund. These payments shall be made not later than the 15th of each month following the month for which payment is being made.

. . .

ARTICLE X

VACATION FUND.

. . .

Section 1. During the term of this Agreement, each Employer covered thereby shall pay the sum of fifty (50) cents per hour for each hour paid by all employees covered by this Agreement to the Trustees of the Greater Wisconsin Carpenters Vacation Fund.

. . .

ARTICLE XI

APPRENTICESHIP & TRAINING FUND.

. . .

Section 1. During the life of this Agreement, each Employer covered thereby shall pay the sum of five (5) cents for each hour worked by all employees covered by this Agreement to the Greater

Wisconsin Carpenters Apprenticeship and Journeyman Training Fund. Payment to such training fund must be made not later than the 15th of each month following the month for which payment is being made.

. . .
ARTICLE XII

CENTRAL DEPOSITORY. During the life of this Agreement each Employer covered thereby shall pay the sum due each fund as specified in Article VIII, Article IX, Article X, Article XI, not later than the 15th day of each month following the month for which payment is being made to the Greater Wisconsin Carpenters Bargaining Unit, Central Depository, Box 282, Eau Claire, WI 54701.

5. That, during the period of time covered by the collective bargaining agreement relevant herein, the Employer failed to make the following contributions on behalf of its employes covered by said agreement: Welfare Fund - \$1,208.94; Pension Fund - \$1,644.28; Vacation Fund - \$16.56; and, Apprenticeship and Training Fund - \$.18.

. . .
CONCLUSION OF LAW

That Wilfred Schultz, doing business as Fineline Specialists, Inc., violated the terms of the 1979-81 collective bargaining agreement between Fineline Specialists, Inc., and Carpenters Local No. 314 by failing to make payments required by said agreement to the Wisconsin State Carpenters Welfare Fund, the Wisconsin State Carpenters Pension Fund, the Greater Wisconsin Carpenters Vacation Fund, and, the Greater Wisconsin Carpenters Apprenticeship and Journeyman Training Fund, and thereby, has committed and is committing an unfair labor practice within the meaning of Section 111.06(1)(f) of the Wisconsin Employment Peace Act.

Upon the basis of the above and foregoing Findings of Fact and Conclusion of Law, the Examiner makes and issues the following

ORDER


That Wilfred Schultz, Secretary, Fineline Specialists, Inc., its officials and agents, shall immediately take the following affirmative actions which the Examiner finds will effectuate the policies of the Act:

- (1) Immediately pay all amounts due and owing up to the date of this Order to the Wisconsin State Carpenters Welfare Fund, the Wisconsin State Carpenters Pension Fund, the Greater Wisconsin Carpenters Vacation Fund, and, the Greater Wisconsin Carpenters Apprenticeship and Journeyman Training Fund.
- (2) Notify the Wisconsin Employment Relations Commission, in writing, within twenty (20) days from the receipt of a copy of this Order as to what action it has taken to comply herewith.

Dated at Madison, Wisconsin this 25th day of June, 1981.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By



Douglas V. Knudson, Examiner

MEMORANDUM ACCOMPANYING FINDINGS OF FACT,
CONCLUSION OF LAW AND ORDER

The complaint stated that "all avenues of the grievance and arbitration procedures to this point have been exhausted". At the hearing in this matter, the Employer did not present any evidence to show that the Union had failed to exhaust the grievance and arbitration procedures of the agreement. Therefore, the Examiner has asserted the jurisdiction of the Commission to determine whether the Employer breached the 1979-81 collective bargaining agreement by failing to make payments to certain funds specified therein. 2/

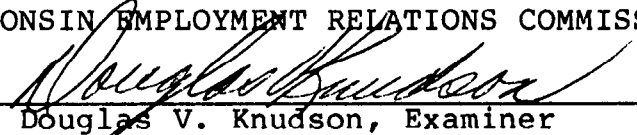
Wilfred Schultz was present at the hearing. Schultz did not contest the testimony of the auditor who specified the amounts owed to the various funds by the Employer.

Therefore, the Examiner finds that the Employer, by failing to make payments to certain funds as required by the parties' collective bargaining agreement, has violated Section 111.06(1)(f) of the Wisconsin Employment Peace Act.

Dated at Madison, Wisconsin this 25th day of June, 1981.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By



Douglas V. Knudson, Examiner

2/ Fiore Coal & Oil Co. (3234) 8/52.