STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

JOYCE CARAVELLO and THE WISCONSIN STATE EMPLOYEES UNION (WSEU), AFSCME, COUNCIL 24, AFL-CIO, Complainants, vs. STATE OF WISCONSIN, Respondent.	Case 245 No. 38490 PP(S)-135 Decision No. 25281-B

Appearances:

Lawton and Cates, Attorneys at Law, 214 West Mifflin Street, Madison, Wisconsin 53703-2594, by Mr. Richard V. Graylow, appearing on behalf of Complainants.

Ms. Renee Bugge, Employment Relations Specialist, Division of Collective Bargaining, Department of Employment Relations, 137 East Wilson Street, Madison, Wisconsin 53707-7855, appearing on behalf of Respondent.

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

Joyce Caravello and the Wisconsin State Employees Union (WSEU), AFSCME, Council 24, AFL-CIO, filed a complaint on March 10, 1987, wherein it alleged that the State of Wisconsin had violated Sections 111.84(1)(a),(1)(c), and (1)(d), Wisconsin Statutes, by violating the terms and conditions of a final and binding settlement agreement. The Commission appointed Coleen A. Burns, a member of its staff, to act as Examiner in this matter and to make and issue Findings of Fact, Conclusions of Law and Order, as provided in Section 111.07(5), Wisconsin Stats. A hearing was held in Madison, Wisconsin on April 25, 1988, at which time the parties were given full opportunity to present their evidence and arguments. Both parties filed posthearing briefs. The last brief was filed on August 26, 1988, at which time the record was closed. The Examiner having considered the evidence and arguments of Counsel 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 AFSCME, Council 24, Wisconsin State Employees Union, hereinafter referred to as the Union, is a labor organization within the meaning of Section 111.81(12), Stats., and has its principal offices at 5 Odana Court, Madison, Wisconsin.

2. That the State of Wisconsin, hereinafter referred to as the Respondent or Employer, is an employer within the meaning of Section 111.81(8), Stats., and is represented by the Department of Employment Relations, which has offices at 137 East Wilson Street, Madison, Wisconsin 53702.

3. That at all times material hereto the Respondent and the Union have been parties to a collective bargaining agreement which provided for final and binding arbitration of grievances arising thereunder; and that Article 4/1/1 of the parties' collective bargaining agreement states that "a grievance is defined as, and limited to, a written complaint involving an alleged violation of a specific provision of this Agreement."

4. That at all times material hereto, Joyce Caravello has been represented by the Union for purposes of collective bargaining and has been an employe within the meaning of Sec. 111.81(7), Wis. Stats.

5. On January 12, 1984, Joyce Caravello, now known as Joyce DeRosia, was discharged from her employment as a Typesetting System Input Operator 2 at the Respondent's Department of Administration; on December 5, 1984, Caravello signed an agreement which had been previously signed by Garry Hausen, on behalf of the Union, and by Kristiane Randal, on behalf of the Respondent; that this agreement, hereinafter Settlement Agreement, resolved a grievance filed by Ms. Caravello, which grievance contested her January 12, 1984 discharge; that the Settlement Agreement, which was final and binding upon all parties, provides as follows:

> Whereas the Grievant, Joyce Caravello, and the Wisconsin State Employees Union have filed grievances alleging violation of Article IV of the Agreement between the parties, have processed the grievances through the contractual grievance procedure, and appealed the matter to arbitration, the parties hereby agree that the above-entitled matter has been settled in all respects on the following basis:
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> 1. The Employer will remove from the personnel file the letter of discharge dated January 12, 1984 and the letter of suspension dated November 29, 1983, and the Employe will voluntarily resign effective January 12, 1984.
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> 2. The Employer agrees that it will pay damages to the Grievant in the amount of eight thousand dollars ($8,000) in a lump sum within 30 days after the Grievant's compliance with her responsibilities under this Settlement Agreement.
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> 3. The Grievant agrees to list the Personnel Director of the Department of Administration as the contact person on any resumes of applications for employment that she may present to prospective employers. No personal or employment references relating to the Grievant shall be given to prospective employers or employing agencies except by DOA's Personnel Director, through the Personnel Office. Such references shall include only the title and pay range of the Grievant's last position, her length of service in that position in the DOA and the last pay rate of the Grievant.
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> 4. The Grievant's position has been reclassified, and the Grievant regraded from a Typesetting System Input Operator 2 (2-06) to a Management Information Technician 2 (6-08), effective November 13, 1983.
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> 5. Upon execution of this document, Grievant shall withdraw or cause to be dismissed, voluntarily and with prejudice, those proceedings and all other pending appeals, charges and/or complaints which have been filed against the Employer, the Department of Employment Relations, the Department of Administration, their subunits, or their employes arising out of the subject matter of these proceedings, and further shall not file additional appeals, charges and/or complaints of any nature or type against the Employer (DER and DOA), their subunits, or their employes based on or arising out of events occurring prior to the execution of this document. This [illegible]

violated Sec. 111.84(1)(a),(1)(c), and (1)(d), Stats., by failing to comply with the terms of the Settlement Agreement; and that Respondent has answered the Complaint by denying that it has violated the Settlement Agreement, or any provision of the State Employment Relations Act (SELRA).

7. An effect of the Settlement Agreement was to rescind the discharge of January 12, 1984 and accept Caravello's voluntary resignation effective January 12, 1984; Caravello's voluntary resignation entitled Caravello to permissive reinstatement rights to a position up to or equivalent to a Management Information Technician 2 (MIT 2), for three years following her resignation; that permissive reinstatement rights are statutory rights and are more fully set forth in the Wisconsin Administrative Code; and that state agencies and departments are not obligated to consider employes with permissive reinstatement rights when interviewing for or hiring into vacancies.

8. That, at all times material hereto, the Department of Employment Relations (DER) has maintained a reinstatement list which list was distributed to interested state agencies and departments for use in filling vacancies; that Caravello applied for and was placed on the DER reinstatement list; that the Department of Industry, Labor and Human Relations (DILHR) has its own transfer reinstatement list; that on May 14, 1986, while working as an LTE at DILHR, Caravello submitted a written request to be placed on DILHR's reinstatement list; when Caravello contacted DILHR personnel to discuss a specific vacancy, she was informed that the employment list had not yet been received; when the list was received, Caravello was informed that her name was not on the list; that when Caravello contacted Pat Hook, DILHR Personnel Assistant in charge of the reinstatement list, Caravello was informed that the historical roster showed Caravello as being discharged, and, therefore, ineligible for reinstatement; that the historical roster was not found in Caravello's personnel files; that Caravello told Hook to contact Caravello's former supervisor at DOA, who then referred Hook to the DOA Personnel Director, Peter Olson; that Olson verified that (1) Caravello had been employed by DOA, (2) Caravello had a three-year reinstatement eligibility retroactive to January 12, 1984, the date of her resignation and (3) that her reinstatement eligibility would be up to an MIT 2 or its equivalent; Hook placed Caravello into the DILHR reinstatement system; Caravello was referred to more than twenty DILHR vacancies; that Caravello was not selected for any of the DILHR vacancies; that on November 10, 1986, Caravello commenced full-time employment with the University of Wisconsin; and that the conversations between Caravello, Hook and Olson concerning her eligibility for reinstatement occurred in June or July of 1986.

9. That the historical roster is a record of personnel transactions and is maintained by DER, pursuant to the mandates of Sec. 230.04(12), Stats.; that every two weeks various state payroll departments encode upon a magnetic tape all of the personnel transactions which have occurred during the two week period; that following this encoding, the tape is delivered to DER which runs the program to update the roster; that DER produces a microfiche copy of the roster on a monthly basis; that one copy of the monthly microfiche is retained by DER and a second copy is sent to Control Payroll; that employes outside of DER do not have computer access to the roster; that upon written request, DER will furnish a copy of the microfiche to other State agencies; that few agencies request a copy of the microfiche; that copies of the historical roster are not placed into individual employe personnel files; that the historical roster reviewed by Pat Hook in mid-1986 indicated that Joyce Caravello was "TER-DISCHARGED-PROB" as a Typesetting System Input Operator 2 on January 12, 1984; and that the historical roster updated on March 3, 1988, does not contain such an entry under the name of Joyce DeRosia.

10. That in mid-1986, the DOA Personnel Director, Olson, was contacted by Caravello and by Union Representative Hausen and informed that the historical roster contained the information that, on January 12, 1984, Caravello was discharged; that Olson attempted to have the historical roster changed to delete the reference to the discharge; that the program would not accept the change because Caravello, who was no longer in pay status, had an inactive code; and that Olson has not acknowledged that the historical roster entry indicating that Caravello was "TER-DISCHARGED-PROB" was in violation of the Settlement Agreement.

11. That the Settlement Agreement does not require the Respondent to change the historical roster to delete the entry which indicates that Caravello was "TER-DISCHARGED-PROB" on January 12, 1984 as a Typesetting System Input Operator 2

12. That the entry on the historical roster which indicates that Caravello was "TER-DISCHARGED-PROB" on January 12, 1984 as a Typesetting System Operator 2 is not a "personal or employment reference" within the meaning of Paragraph Three of the Settlement Agreement.

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

CONCLUSIONS OF LAW

1. That the alleged violation of the Settlement Agreement is not a claim which is subject to the contractual grievance arbitration provisions.

2. That the entry on the historical roster which indicates that, on January 12, 1984, Joyce Caravello was "TER-DISCHARGED-PROB" as a Typesetting System Operator 2, is not in violation of the Settlement Agreement.

3. That Respondent did not violate the Settlement Agreement by making available to state agencies and departments the historical roster containing the reference to Caravello's January 12, 1984 discharge.

4. That Respondent has not been shown to have violated the Settlement Agreement, nor has Respondent been shown to have committed any violation of Sec. 111.84(1)(a),(1)(c) and (1)(d), Stats.

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

ORDER 1/

IT IS ORDERED that the Complaint filed herein be, and the same hereby is, dismissed in its entirety.

Dated at Madison, Wisconsin this 25th day of October, 1988.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By Coleen A Burns
Coleen A. Burns, Examiner

1/ Any party may file a petition for review with the Commission by following the procedures set forth in Sec. 111.07(5), Stats.

Section 111.07(5), Stats.

(5) The commission may authorize a commissioner or examiner to make findings and orders. Any party in interest who is dissatisfied with the findings or order of a commissioner or examiner may file a written petition with the commission as a body to review the findings or order. If no petition is filed within 20 days from the date that a copy of the findings or order of the commissioner or examiner was mailed to the last known address of the parties in interest, such findings or order shall be considered the findings or order of the commission as a body unless set aside, reversed or modified by such commissioner or examiner within such time. If the findings or order are set aside by the commissioner or examiner the status shall be the same as prior to the findings or order set aside. If the findings or order are reversed or modified by the commissioner or examiner the time for filing petition with the commission shall run from the time that notice of such reversal or modification is mailed to the last known address of the parties in interest. Within 45 days after the filing of such petition with the commission, the commission shall either affirm, reverse, set aside or modify such findings or order, in whole or in part, or direct the taking of additional testimony. Such action shall be based on a review of the evidence submitted. If the commission is satisfied that a party in interest has been prejudiced because of exceptional delay in the receipt of a copy of any findings or order it may extend the time another 20 days for filing a petition with the commission.

DEPARTMENT OF EMPLOYMENT RELATIONS

MEMORANDUM ACCOMPANYING FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

Complainants argue that Respondent has violated the terms of a final and binding grievance settlement agreement, in violation of Sec. 111.84(1)(a), (1)(c) and (1)(d). Respondent denies that it has violated the Settlement Agreement, or any provision of SELRA.

POSITIONS OF THE PARTIES

Complainant

When the grievant and the state consummated the Settlement Agreement, they entered into a binding contract. Under the terms of the settlement, the State agreed: to remove from Ms. Caravello's personnel file the January 12, 1984 letter of discharge and the November 29, 1983 letter of suspension; to allow the Grievant to resign as of January 12, 1984; to provide the Grievant with neutral employment references; and to pay the grievant a lump sum of $8,000.00. By making available to state agencies and departments the DOA microfiche information that Ms. Caravello was "Termination-Discharge-PROB", the State has violated the express terms of Paragraph Three of the Settlement Agreement.

Though the microfiche is not expressly referenced in the Settlement Agreement, the intent of the Settlement Agreement is to remove detrimental information from Ms. Caravello's work history. By failing to purge the DOA microfiche of the information that Ms. Caravello was "Termination Dischage-PROB", the State has failed to comply with the implied terms of the Settlement Agreement.

At hearing, the DOA Personnel Director admitted that the microfiche incorrectly reflected Ms. Caravello's employment status. Further, he admitted that the microfiche had not been corrected as required by the Settlement Agreement. The Personnel Director made similar admissions to Ms. Caravello and Gary Hausen. The statements of the Personnel Director, as well as the fact that the State corrected the microfiche after receiving Ms. Caravello's complaint, constitute admissions of non-performance of an implied term of the Settlement Agreement.

The failure to revise the DOA microfiche to conform to the terms of the Settlement Agreement, i.e., providing Ms. Caravello with a clean employment history, constitutes substantial non-performance of the contract. The State has violated both the spirit of the Settlement Agreement, as well as the implied covenant of good faith and fair dealing which attends every contract.

Prior to having the microfiche corrected, Ms. Caravello was referred to twenty-two (22) potential agency employers and was offered only one position, that of an LTE, and at a salary less than she made as a store clerk. Shortly after the correction, Ms. Caravello secured full-time employment with the University of Wisconsin. Such a result is hardly coincidental. Ms. Caravello could not secure State employment until after the DOA microfiche is corrected and, thus, has suffered lost employment opportunities for which she is entitled to be made whole.

The testimony of Garry Hausen, Research Coordinator for the WSEU, provides a reasonable basis upon which to compute Ms. Caravello's damages. To fully compensate Ms. Caravello for the Employer's breach of the Settlement Agreement, the Examiner should award a total amount of $48,748. The payment of the $8,000

Respondent

Respondent has complied with all terms of the Settlement Agreement in Section 1 through 4. Section 5 did not require any Employer action. The language of the Settlement Agreement is not ambiguous and does not contain an implied agreement to purge other unidentified records, such as the microfiche.

The microfiche is maintained in compliance with Sec. 230.4(12), Stats., which requires the DER to maintain an official chronological roster of all personnel transactions for classified employes. The microfiche is not a personnel record, and is neither maintained nor used as a personnel or employment reference.

There is no mechanism to change the transactions which have been entered on the microfiche. Entries can only be made for employes in active status and such entries do not change the preceding entry. Garry Hausen, who negotiated the Settlement Agreement on behalf of Complainant, recognized that the microfiche is only triggered by transactions which occur while an employe is in pay status. It is not reasonable to conclude that the parties intended an action which both parties recognize as being impossible to perform.

The Settlement Agreement does not require the State to reinstate the Complainant. The Complainant's reinstatement rights, i.e., to submit her name for vacant positions, without new Civil Service examination, is derived entirely from the Wisconsin Statutes and Administrative Code. The W.E.R.C. does not have jurisdiction to hear and decide alleged violations of reinstatement rights. Rather, this jurisdiction lies with the Personnel Commission.

The State recognized Complainant's right to reinstatement by referring Complainant to all appropriate positions. Upon submission of her name to an appointing agency, the appointing agency was free to determine whether to interview and/or hire Complainant. The Settlement Agreement did not require any appointing agency to interview and/or hire the Complainant.

Any delay in verifying Complainant's reinstatement eligibility was occasioned by the failure of the Grievant to refer reinstatement personnel to the DOA Personnel Director, as required by the Settlement Agreement. When the Complainant's supervisor, the reference provided by the Grievant, was contacted by reinstatement personnel, he appropriately refused to discuss Complainant's employment status and referred the reinstatement personnel to the DOA Personnel Director.

Assuming arguendo that the microfiche information violated the Settlement Agreement, Complainant has failed to demonstrate any injury. The request for damages ignores the fact that the Grievant received income between the time of her termination and her reinstatement. The $8,000 lump sum payment, made in accordance with the Settlement Agreement, relieved the State from any further liability arising out of the incident.

Respondent has not violated Sec. 111.84(1)(a),(1)(c) and (1)(d). Nor has Respondent violated any express or implied term of the Settlement Agreement. The alleged violation of the Settlement Agreement raises new issues separate and distinct from the underlying grievance, and, thus, the Complainant's claim should be deferred to the contractual grievance procedure. The complaint should be dismissed in its entirety.

DISCUSSION

Jurisdiction

Complainants allege that Respondent has failed to comply with the terms of the Setlement Agreement, in violation of Sec. 111.84(1)(a),(1)(c), and (1)(d) of SELRA. Sec. 111.84(1)(4) and Sec. 111.07 of the Wisconsin Statutes provide the Commission with authority to hear and decide alleged violations of Sec. 111.84(1)(a), (1)(c) and (1)(d).

Deferral to Arbitration

The Commission has jurisdiction to adjudicate cases which allege an unfair labor practice even though the facts may also support a claim resolvable through

the contractual grievance arbitration procedure. 2/ To exercise said jurisdiction or to defer the matter to arbitration is a discretionary act. 3/

Article 4 of the parties' collective bargaining agreement states that, "a grievance is defined as, and limited to, a written complaint involving an alleged violation of a specific provision of this Agreement." The instant dispute does not involve a grievance within the meaning of the parties' collective bargaining agreement and thus, is not a claim which is resolvable through the contractual grievance arbitration procedure. Accordingly, deferral to arbitration is not appropriate.

Merits

The issue is whether the entry on the historical roster, indicating that Joyce Caravello was "TER-DISCHARGED-PROB" on January 12, 1984, violated the terms of the Settlement Agreement, in violation of Sec. 111.84(1)(a), (1)(c) and (1)(d), Stats. 4/ As Respondent argues, Paragraph One of the Settlement Agreement is very specific as to the material which is to be removed from Respondent's records. Specifically, the letter of discharge dated January 12, 1984 and the letter of suspension dated November 29, 1983 are required to be removed from Caravello's personnel file. 5/

The expressed intent of Paragraph One is to remove the two letters from Caravello's personnel file, the implied intent is to remove all reference to the suspension and discharge from Caravello's personnel files. Had the parties

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2/ State of Wisconsin, Department of Health and Social Services, Dec. No. 17218-A (Pieroni, 3/81)

3/ State of Wisconsin, Department of Administration and its Employment Relations Section, Dec. No. 15261 (W.E.R.C., 1/78)

4/ **111.84 Unfair labor practices. (1)** It is an unfair labor practice for an employer individually or in concert with others:

(a) To interfere with, restrain or coerce employes in the exercise of their rights gurarantee in s. 111.82.

. . .

(c) To encourage or discourage membership in any labor organization by discrimination in regard to hiring, tenure or other terms or conditions of employment. This paragraph does not apply to fair-share or maintenance of membership agreements.

(d) To refuse to bargain collectively on matters set forth in s. 111.91 with a representative of a majority of its employes in an appropriate collective bargaining unit. Where the employer has made a good faith doubt as to whether a labor organization claiming the support of a majority of its employes in appropriate collective bargaining unit does in fact have that support, it may file with the commission a petition requesting an election as to that claim. It is not deemed to have refused to bargain until an election has been held and the results thereof certified to it by the commission. A violation of this paragraph includes, but is not limited to, the refusal to execute a collective bargaining agreement previously orally agreed upon.

5/ As the record demonstrates, both of these letters were removed from Caravello's personnel file.

intended to delete all reference to the suspension and discharge from all of Respondent's records, 6/ then the parties would have used more comprehensive language.

The copies of the historical roster which lead to the instant dispute were not discovered in Caravello's personnel file. Indeed, the record demonstrates that the historical roster is not placed in employe personnel files. Inasmuch as the historical roster is not a personnel file record, it is not the type of record which is required to be expunged by the provisions of Paragraph One of the Settlement Agreement. Thus, Respondent did not violate the provisions of Paragraph One, when it continued the historical roster entry of "TER-DISCHARGED-PROB" under the name of Joyce Caravello. 7/

Compliance with Paragraph Two of the Settlement Agreement is not at issue. Complainants, however, do maintain that Respondent has violated the provisions of Paragraph Three of the Settlement Agreement, which provides as follows:

> 3. The Grievant agrees to list the Personnel Director of the Department of Administration as the contact person on any resumes or applications for employment that she may present to prospective employers. No personal or employment references relating to the Grievant shall be given to prospective employers or employing agencies except by DOA's Personnel Director, through the Personnel Office. Such references shall include only the title and pay range of the Grievant's last position, her length of service in that position in the DOA and the last pay rate of the Grievant.

Paragraph Three expressly obligates Caravello to refer prospective employers to the DOA Personnel Director. Respondent is obligated to provide "personal or employment references" only through the DOA Personnel Director, who is obligated to provide only the specified information.

The historical roster, a record of personnel transactions which occur while an employe is in pay status, is maintained by DER, pursuant to Sec. 230.04(12), Wis. Stats., 8/ The historical roster was neither developed, nor provided as "personal or employment references relating to the Grievant". 9/ Accordingly, neither the existence of the historical roster, nor its provision to DILHR, contravenes the provisions of Paragraph Three.

6/ In fact, such an intent is improbable inasmuch as an employer normally would have a need to maintain records of such a settlement agreement, as well as documentation of the historical events which lead to the settlement.

7/ While Complainants argue that the historical roster was eventually corrected to delete the reference that Caravello had been "TER-DISCHARGED-PROB", such a fact is not established in the record. The testimony of the witnesses at hearing demonstrate that the DOA Personnel Director attempted to adjust the entry, but that the program would not accept the adjustment.

It appears that the historical roster contains entries under the name Joyce Caravello, as well as the name Joyce DeRosia. Thus, the fact that Er. Ex. 1 does not contain such an entry under the name Joyce DeRosia does not demonstrate that such entry is no longer contained under the name Joyce Caravello.

8/ Sec. 230.04(12) provides that:

> (12) The secretary shall keep in the office an official roster of all permanent classified employes which shall include classification titles, pay and employment status changes and appropriate dates thereof.

9/ On January 12, 1984, Caravello was discharged from her employment as a Typesetting System Input Operator 2. Thus, as a historical record of personnel transactions, the entry is not erroneous.

Contrary to the argument of Complainants, the record does not demonstrate that the DOA Personnel Director acknowledged that the failure to update the historical roster was a violation of the Settlement Agreement. The testimony of the Personnel Director, relied upon by Complainants, is clearly a slip of the tongue which was immediately corrected by the Personnel Director 10/ Further, asssuming arguendo, that the Personnel Director did indicate to Hausen and Caravello that the historical roster was in error, an acknowledgement that the historical roster is erroneous is not an acknowledgement that the Settlement Agreement has been violated. Neither the testimony of Hausen, nor that of Caravello, demonstrates that the DOA Personnel Director acknowledged that the entry in the historical roster constituted a violation of the Settlement Agreement.

The record demonstrates that when the DOA Personnel Director was contacted by a prospective employing agency, i.e., Pat Hook at DILHR, he verified the fact that (1) Caravello had been employed by DOA, (2) Caravello had a three year reinstatement eligibility retroactive to January 12, 1984, the date of her resignation and (3) that her reinstatement eligibility would be up to an MIT 2 or its equivalent. Upon receipt of this information, Hook placed Caravello's name on the DILHR reinstatement list and Caravello's name was referred per DILHR's reinstatement list procedure.

To be sure, the DOA Personnel Director provided more information that that which is specified in Paragraph Three. However, the information was not prejudicial to Caravello. Rather, it enhanced Caravello's re-employment position with DILHR, i.e., caused Hook to place Caravello's name on the reinstatement list. Thus, the Personnel Director's comments were consistent with the intent of the Settlement Agreement. It is not evident that the DOA Personnel Director had contact with any other prospective employer of Caravello.

When Caravello and the Union complained about the entry on the historical roster, the DOA Personnel Director attempted to have the entry adjusted. The adjustment, however, was not accepted by the program. In providing the "reference" to Pat Hook, and in attempting to adjust the historical roster, the Personnel Director has acted in good faith and in a manner consistent with the intent of the Settlement Agreement.

CONCLUSION

Complainants argue that Respondent has violated the express and implied provisions of the Settlement Agreement, in violation of Sec. 111.84(1)(a), (1)(c) and (1)(d), Stats. For the reasons discussed supra, the Examiner finds no violation of the Settlement Agreement. Nor has Complainant demonstrated that Respondent has violated the provisions of Sec. 111.84(1)(a), (1)(c) and (1)(d), Stats. Accordingly, the complaint is dismissed in its entirety.

Dated at Madison, Wisconsin this 25th day of October, 1988.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By Coleen A. Burns

Coleen A. Burns, Examiner