STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

DISTRICT 10, INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, Complainant, vs. ANDIS COMPANY, Respondent.	Case 9 No. 44734 Ce-2112 Decision No. 26721-A

Appearances:

Mr. Matthew R. Robbins, Previant, Goldberg, Uelmen, Gratz, Miller & Brueggeman, S.C., Attorneys at Law, 788 North Jefferson, Room 600, P.O. Box 92099, Milwaukee, Wisconsin 53202, appearing on behalf of the Complainant.

Ms. Lisa M. Leemon, Lindner and Marsack, S.C., Attorneys at Law, 411 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, appearing on behalf of the Respondent.

FINDINGS OF FACT, CONCLUSION OF LAW AND ORDER

Complainant, District 10, International Association of Machinists and Aerospace Workers, filed a complaint with the Wisconsin Employment Relations Commission on October 24, 1990, alleging that Respondent, Andis Company, violated Sec. 111.06(1)(a) and (f), of the Wisconsin Employment Peace Act, by violating a collective bargaining agreement in the discharge of Michael DeDeyne. The Respondent filed an answer to the Complaint on November 21, 1990, and on December 20, 1990, the Commission appointed Karen J. Mawhinney to make and issue Findings of Fact, Conclusions of Law and Order as provided in Sec. 111.07(5), Stats. Hearing was held in this matter on January 16, 1991, in Racine, Wisconsin, and briefs were exchanged on March 20, 1991. The Examiner, having considered the evidence, and arguments of the parties, makes and issues the following Findings of Fact, Conclusion of Law and Order.

FINDINGS OF FACT

1. Complainant, District 10, International Association of Machinists and Aerospace Workers, herein the Union, is a labor organization representing employes within the meaning of Sec. 111.02(11) of the Wisconsin Employment Peace Act, herein WEPA. The Union maintains its offices at 624 North 24th Street, Milwaukee, WI 53233.

2. Respondent, Andis Company, herein the Company or Employer, is engaged in manufacturing in the State of Wisconsin and is an employer within the meaning of Sec. 111.02(7) of WEPA. The Company maintains its offices at 1718 Layard Avenue, Racine, WI 53404.

3. The Union is the representative for certain employes of the Employer, and the Union and Employer have been parties to successive collective bargaining agreements covering said employees. The current agreement is effective August 1, 1989 through July 31, 1992. It contains a grievance procedure which does not provide for final and binding arbitration of grievances alleging violations of the agreement. The Union and the Employer agree that the just cause standard is the proper standard to be applied to the discharge of Michael DeDeyne, pursuant to the language of Article IV, Section 7(b). The relevant contract language in the parties collective bargaining agreement is the following:

> ARTICLE IV - SENIORITY
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> . . .
>
> Section 7. Seniority and the employment relationship shall be broken and terminated if an employee:
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> (a) quits or retires;
> (b) is discharged for just cause;
> (c) is absent from work for three (3) consecutive working days without notification to the Company unless he gives a good reason satisfactory to management;
>
> . . .

4. Andis Company and Andis Tool Company are located in the same

facility, but Andis Tool Company is nonunion and Andis Company has union representation. Andis Company Personnel Manager Mary Kosch hired Michael DeDeyne in March of 1989 for the Andis Tool Company. He was hired at the Andis Company in May of 1989, first as a material handler and later transferred to shipping and receiving. DeDeyne was on parole when he was hired, and he informed Kosch that he would have to notify his parole officer for any violation of parole, such as possession of guns, drugs, or police contact.

5. During the Memorial Day weekend of 1990, DeDeyne got into a fight in a parking lot at a bar. On Monday, May 28, 1990, DeDeyne found out from a friend that police were looking for him, based on a description in a newspaper article. DeDeyne read the article and called the Racine Police Department, which referred him to the Sturtevant Police Department. He reported to the Sturtevant Police Department and was released. On Tuesday, May 29, 1990, DeDeyne reported for work and went to his immediate supervisor, Tom Goff. DeDeyne showed Goff the newspaper article and told him that he had to speak with his parole officer. He then went to see Kosch to notify her of the same. DeDeyne told Kosch that he had seen an article called "Crime Stoppers" in the newspapers, and that he knew from the description in the article that police were looking for him in connection with a robbery. DeDeyne told her he had been involved in an argument and a fight with two people in the parking lot of a bar, that he had knocked a person unconscious, that he had talked to the police but they had not held him, and that he had to see his parole officer that morning. Kosch told DeDeyne that the Company had to know what was going on. DeDeyne told Kosch that he did not rob anyone but still had to report to his parole officer. DeDeyne went home and contacted his parole officer, who advised him to turn himself in to the County jail. DeDeyne then called Kosch to let her know that he was going to turn himself in to the County jail. Kosch told DeDeyne that someone would have to contact her to let the Company know what was going on, and that she asked DeDeyne to have his parole officer contact her.

6. The next time Kosch spoke with DeDeyne was June 5, 1990. DeDeyne called her from jail, and she told him that his parole officer did not contact her and that no one had called. DeDeyne said he was surprised that his friend Jenny Bassinger had not called, as he had asked her to call Kosch. DeDeyne was calling from a phone that someone had brought into the jail, and at that time he did not know when he would be released, and he was trying to arrange to take a lie detector test. Kosch told DeDeyne that for every day the Company had no contact, it was considered a "no call" or AWOL, and that three days with no calls was termination. DeDeyne asked Kosch if he could have a job somewhere else in the Company, even Andis Tool Company, that he really needed a job. Kosch told DeDeyne that she had to fill his position and that she could not talk to anyone about a job in Andis Tool or Andis Company until she had a date as to when this would be over. Kosch considered DeDeyne terminated as of June 5, 1990.

7. While DeDeyne was in jail, he called his friend Jenny Bassinger every day by calling collect on a pay telephone. Bassinger called Kosch on June 6th to ask if she could pick up DeDeyne's last check. Kosch told Bassinger she could pick up the check, and asked what was going on, but Bassinger did not know when DeDeyne was going to be released. Kosch heard about DeDeyne's release from jail from someone in the plant, and was aware that DeDeyne was released from jail about June 13th. She heard that DeDeyne had been at the plant to drop off something in order to be reimbursed for tuition. The next time Kosch saw DeDeyne was sometime in early August, when DeDeyne told her that he was to appear in court on August 22nd for two charges of battery.

8. After DeDeyne was released from jail in the middle of June, he contacted the Union about getting his job back. Union Business Representative Gene Hooser contacted Kosch and asked that DeDeyne be reinstated to his position as part of the grievance procedure. The Union grieved the discharge of DeDeyne, and at the conclusion of the grievance procedure, the grievance remained unsettled. DeDeyne's position had been filled first by Ernest Penson until July 27, 1990, and then by temporary employes before finding a permanent replacement in October for DeDeyne. DeDeyne's position in the material handling area was a busy position, and the Company does not have excess people. DeDeyne's parole was not revoked and charges of battery were eventually dismissed.

CONCLUSION OF LAW

The Respondent's termination of Michael DeDeyne was not for just cause within the meaning of Article IV of the parties' collective bargaining agreement, and therefore, Respondent's action violated Article IV of the collective bargaining agreement and committed an unfair labor practice within the meaning of Sec. 111.06(1)(f) of the Wisconsin Employment Peace Act.

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

ORDER 1/

The Respondent, Andis Company, its officers and agents, shall immediately take the following affirmative action which the Examiner finds will effectuate the purposes of the Wisconsin Employment Peace Act:

1. Expunge all references in personnel files to the discharge of Michael DeDeyne, and offer to reinstate Michael DeDeyne to his former or substantially equivalent position, and make him whole by paying him a sum of money for wages and benefits that he otherwise would have earned from the time of his termination to the present, with interest, 2/ less any amount of money that he earned elsewhere.

2. Notify the Wisconsin Employment Relations Commission, in writing, within twenty (20) days following the date of this Order, as to what steps have been taken to comply herewith.

Dated at Madison, Wisconsin this 23rd day of April, 1991.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By _____
Karen J. Mawhinney, Examiner

1/ Please find Footnote 1/ on page 4.

2/ Please find Footnote 2/ on page 4.

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

Sec. 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 lat 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.

2/ The applicable interest rate is the Sec. 814.04(4), Stats., rate in effect at the time the complaint was initially filed with the agency. Wilmot Union High School District, Dec. No. 18820-B (WERC, 12/83). The instant complaint was filed on October 24, 1990.

MEMORANDUM ACCOMPANYING
FINDINGS OF FACT, CONCLUSIONS
OF LAW AND ORDER

BACKGROUND:

This dispute is about the June 1990 discharge of Michael DeDeyne. The parties agree that under the collective bargaining agreement, a discharge must be for just cause. Under Sec. 111.06(1)(f) of WEPA, it is an unfair labor practice for an employer to violate the terms of a collective bargaining agreement. Because the parties' collective bargaining agreement contains no provision for final and binding arbitration of grievances, the Union brought the instant complaint for a determination of whether the Company violated the bargaining agreement and therefore Sec. 111.06(1)(f) of WEPA by its discharge of DeDeyne. The parties agree that the issue is limited to whether the discharge was for just cause.

POSITIONS OF THE PARTIES:

The Union:

The Union alleges that the Employer discharged Michael DeDeyne in June of 1990 without just cause in violation of the labor agreement. 3/ The Union alleges that the Employer continues to violate the labor agreement by refusing to remedy its discharge of DeDeyne without just cause. The Union alleges that the Employer has engaged in conduct in violation of Section 111.06(1)(a) and (f) of WEPA.

The Union notes that this case is not a case where an employe had to serve a jail term for a criminal conviction and was unable to report to work, as DeDeyne was convicted of nothing, or where the employe engaged in off-duty misconduct with a nexus to job duties which would be cause for discipline. Nor did the employe here have control over the circumstances leading to his absence, as he was falsely accused of robbery, and was temporarily incarcerated because of his parole status. This is not a case where the employe failed to notify the employer of his absence, as DeDeyne did notify the Employer of his absence. This is not a case where the employe misrepresented his status, as the Employer was aware that DeDeyne was on parole. And this is not a case where a temporary absence causes great inconvenience, as the Employer regularly hires temporary employes and used temporary employes for DeDeyne's job.

The Union argues that this case is akin to those where an employe is unable to return to work for circumstances beyond his control. The Union points to cases where arbitrators have noted that just cause implies a certain tolerance for absences or have reinstated an employe for a matter beyond his control. The Union states that there is no question of DeDeyne's good faith, as he openly explained the circumstances of his parole when hired, and notified the Employer as soon as he was aware that there might be a problem resulting from accusations against him. The Union asserts that DeDeyne requested that his girlfriend keep the Employer informed because he could only make collect telephone calls from jail. When DeDeyne was aware of his release date, he contacted his Employer. The period of time when he was ordered to jail and when he knew he would be released was only two weeks.

The Union adds that DeDeyne was not charged nor convicted of armed robbery. After he was released, he received a ticket for disorderly conduct which was eventually dropped, and he would not have been incarcerated even for a conviction of disorderly conduct. The Union states that the Employer knew that DeDeyne was on parole and that his circumstances were different than other employes. The Union concludes that DeDeyne's absence was because of matters beyond his control, and under those circumstances, his absence did not provide just cause for economic capital punishment.

The Union requests the following relief: that the Commission make a finding that the Employer has violated WEPA; that the Employer be ordered to cease and desist its violations of WEPA; that the Employer be ordered to reinstate DeDeyne and make him whole for all losses; that the Employer be ordered to pay interest on any and all back pay due DeDeyne as a result of the violation of the labor agreement and WEPA; and that the Union be awarded reasonable costs and attorney's fees.

3/ At the beginning of the hearing in the matter, the Union amended its complaint to change the date in Paragraph #5 from June of 1985 to June of 1990.

The Company:

The Employer avers that DeDeyne was discharged for just cause consistent with the terms of the labor agreement, and alleges that the Employer has not violated the labor agreement or WEPA.

The Company notes that it is a fundamental concept of the employment relationship that employes, in exchange for wages and benefits, report for work as scheduled. The Company asserts that DeDeyne, through his own actions, failed to fulfill his obligation to report for work for an extended period of time. There is nothing in the labor contract or in the just cause standard that requires the Company to hold a job open for an employe who is unable to report for work due to incarceration. The Company points to arbitrators who have held that an employer has just cause to terminate an employe who is incarcerated and unable to work. The Company argues that there are no mitigating circumstances in this case.

The Company contends that the discharge was pursuant to Article IV, Section 7(c), which states that an employe's relationship with the Company shall be terminated if he is absent from work for three consecutive working days without notification to the Company unless he gives a good reason satisfactory to management. The Company states that DeDeyne was absent from work without notification on May 30, May 31, June 1 and June 4. When Kosch spoke with DeDeyne on May 29, she told him to keep her informed and to have his parole officer contact her, but DeDeyne never contacted Kosch until June 5, even though he spoke with his girlfriend everyday while incarcerated and spoke with his parole officer a number of times. The Company argues that there is no legitimate reason for his failure to contact the Company for more than four days.

Kosch documented her conversations with DeDeyne and others, and her testimony and documentation clearly show that she spoke with DeDeyne on June 5, and the Company contends that DeDeyne's testimony that he spoke with Kosch two days before his release is not credible. DeDeyne's parole officer did not contact Kosch. The evidence shows that DeDeyne was absent for more than three consecutive working days without notification to the Company. The Company notes that the fact that he had access to a phone during his absence shows that he was unable to provide a good reason to his failure to provide notification at any time. Thus, DeDeyne's employment was effectively terminated pursuant to the language of Article IV, Section 7(c).

The Company also had just cause to terminated DeDeyne pursuant to Article IV, Section 7(b). By his own actions, DeDeyne made himself unavailable to perform his job from May 29 to June 13. When DeDeyne contacted the Company, he had no idea how long he would be in jail and could not provide a release date. When DeDeyne was released, he did not notify the Company. While he assumed the Union would contact the Company, he cannot rely on the Union to fulfill his basic obligations as an employe.

The Company asserts that DeDeyne's absence had an adverse effect on the Company, as his job as a material handler was an important and busy position and had to be filled by someone else when he was away. During his incarceration, his job was filled by his supervisor. Because June is a busy month for the Company, the Company could not leave his job vacant indefinitely, and the decision to fill the job that was vacant for an entire week was within the Company's rights. DeDeyne's absence created a burden on the Company in locating a qualified replacement, as shown by the fact that Ernest Penson, who replaced DeDeyne, was unable to perform the job and the Company was forced to use temporaries until a permanent replacement could be found. The Company notes that DeDeyne never requested a leave of absence, although he would not have qualified for such a leave under Article 11 of the contract.

The Company argues that there are no mitigating circumstances to consider in DeDeyne's favor. His own actions led to his incarceration, as he was in a fight and knocked a person unconscious. He was not a long-term employe and had been with the Company a little over a year at the time of his discharge. He had already received a verbal warning and a written warning under the Company's attendance policy, which indicated a growing absenteeism problem prior to his incarceration. He would have been absent ten days due to his incarceration, and eight occurrences subjects an employe to discharge.

While the Union tried to show that DeDeyne had not been treated the same as other employes absent due to incarceration, a number of other employes have been terminated for unavailability for work due to incarceration and were not subsequently rehired. Although Sylvester Brown was terminated due to incarceration and later rehired, he was rehired by Andis Tool, which is a separate corporation and its employes are not represented by the Union. There is no evidence of similar circumstances regarding the similarity of positions, length of incarceration, length of employment, or prior attendance record.

The Company states that DeDeyne was a short term employe with a developing attendance problem, that he was incarcerated for an indefinite

period of time during the height of the Company's busy season, and he failed to keep the Company reasonably apprised of his status. The Company could not consider him to be a dependable employe. The Company asks that the Commission enter an order dismissing all claims contained in the complaint, and award judgment, reasonable costs and attorney's fees to the Employer.

DISCUSSION:

The parties have asked the Examiner to apply a "just cause" standard to the discharge of DeDeyne, and the Examiner has concluded that the Company did not have just cause to discharge DeDeyne.

Article IV, Section 7, states: Seniority and the employment relationship shall be broken and terminated if an employee: (a & b omitted) (c) is absent from work for three (3) consecutive working days without notification to the Company unless he gives a good reason satisfactory to management. (Emphasis added.) The Examiner concludes that DeDeyne gave notice to the Company, particularly when he advised Kosch twice on May 29th of his status, the last time informing her that he had to report to the County jail.

The Company counted the absences on May 30 and 31, June 1, 4 and 5 -- as unknown or AWOL. But the Company knew where DeDeyne was. This case is the converse of the situation in Crown Cork & Seal Co., Inc., 72 LA 613, where contract language is almost identical to the contract language here. In Crown Cork & Seal, the contract provided that: "An employee shall lose his seniority and will be taken off the seniority list if he is absent three (3) consecutive working days without notifying the Company unless he produces justifiable reason for not being able to notify the Company." In that case, the grievants were arrested and gave no notification to the company. The grievants were released, immediately rearrested, later released on bond, but fled the jurisdiction of the Court and their whereabouts were unknown. The arbitrator, in interpreting the language noted above, stated: "This is clear and unequivocal language. An employee must notify the Company if he is absent 3 consecutive working days or lose his seniority. The only acceptable excuse for not doing so would be a justifiable reason for being unable to do so." 72 LA 613, at 615.

In DeDeyne's situation, he gave prior notice to the Company. The Company knew of his whereabouts. The contract calls for "notification." DeDeyne's call to Kosch on May 29 constituted notification. The question is whether the Company was further entitled to daily notice of his status while he was in jail.

DeDeyne admits that he did not call the Company on a daily basis, but he could have as he made collect telephone calls to his girlfriend. While Kosch and DeDeyne disagreed in their testimony on when DeDeyne called her from jail, it is most likely that DeDeyne called Kosch on June 5th, for the following reasons. Kosch considered DeDeyne discharged as of June 5th, and the Company's absentee calendar (Company Ex. #4) shows that DeDeyne was marked absent up through June 5th, with no further notations. Kosch's memory appeared to be clearer than DeDeyne's on this point. Finally, DeDeyne's girlfriend, Jenny Bassinger, called Kosch on June 6th and asked if she could pick up his last paycheck. Therefore, DeDeyne must have been aware on June 5th that he was terminated by the Company.

Kosch testified that in discharging DeDeyne, she relied on Article IV, Section 7(c). She told DeDeyne in the June 5th conversation that for every day the Company had no contact from him, "it was considered a no call or AWOL and that three days was termination" (Tr - 11). Kosch apparently interpreted Article IV, Section 7(c) to mean that employes are required to call in each day during a period of absence.

Contract language such as that in Article IV, Section 7(c), as well as the similar language noted above in Crown Cork & Seal is clearly intended to protect an employer from indefinitely holding a job open for someone who disappears and gives no notice to the employer as to his whereabouts. It is sometimes call a "no-show" or "no-call" or "AWOL" provision. However, DeDeyne could not be considered a "no-show" because it was impossible for him to show up for work, and the Company knew that. DeDeyne should not have been considered to be a "no-call" because he had called the Company and notified them that he was going to jail and the circumstances under which he had to report to jail. Article IV, Section 7(c) cannot be interpreted to mean that an employe must call on a daily basis for certain matters. If the parties intended Section 7(c) to mean that an employe must call in on a daily basis, they could have stated so in the language, as some labor contracts do. If an employe were temporarily incapacitated by a matter such as hospitalization, the Company would not expect that employe to call in on a daily basis. The general purpose of Article IV, Section 7(c), is intended to deal with employes who abandon their jobs, such as those grievants in Crown Cork & Seal, who abandoned their jobs by failing to notify the employer in any manner. DeDeyne did not similarly abandon his job -- he apprised his employer of his status, he was honest about it, and he talked to his personnel manager a few days after he

started his incarceration. At that time, on June 5th, Kosch told him he was considered terminated, because, in her words, for every day of no contact, the Company considered it a "no call" or AWOL, and three was termination.

The Examiner finds that the Company has misinterpreted the language of Article IV, Section 7(c), and construed it in a manner which has resulted in the discharge of DeDeyne without just cause. The contract calls for notification, and DeDeyne provided that. The last phrase of Article IV, Section 7(c), which states, "unless he gives a good reason satisfactory to management," is the escape hatch for those who do not give the required notification but might still have a reason that is satisfactory to management for such an absence. It is an escape hatch for both the Company and employes, as there may be situations where the Company would prefer to retain someone despite an absence without notification, where there are satisfactory reasons. Where DeDeyne fulfilled his obligation by notice, he did not have to give a reason satisfactory to the Company.

The Company correctly states that it would have just cause to discharge an employe for being unavailable for work. Arbitrators usually concur in finding that criminal conduct which occurs on company property warrants discharge, but where misconduct occurs away from Company property, the cause for discipline may be the employe's absence, 4/ and when an employer has discharged an incarcerated employe because of absenteeism caused by that incarceration, the employer usually prevails unless there are mitigating circumstances. 5/ The difficulty with DeDeyne's case is that the Company did not discharge him for his absenteeism due to incarceration; it discharged him on June 5, 1990, for not calling in for three days, relying on Article IV, Section 7(c). However, on June 5th, the Company had no knowledge of whether DeDeyne was going to be unavailable for any period of time or not. The Company had already concluded that he was discharged under the terms of Article IV, Section 7(c), and for the Company to later claim that it could discharge DeDeyne for continued unavailability is to find additional reasons for sustaining the discharge after the fact. The Examiner concludes that by June 5th, it was too early for the Company to conclude that DeDeyne was truly unavailable for work, particularly where the Company had already made the decision to discharge him based on Article IV, Section 7(c).

The Company also claims that DeDeyne's absence adversely affected its business. Generally, arbitrators hold that what an employe does while off duty and off the employer's premises is not a proper basis for discipline, and that even criminal violations and convictions do not necessarily constitute a proper basis for discipline unless the employer's business is adversely affected. 6/ The Company notes that June was a busy time of the year, and DeDeyne's position was important. The Company was able to move Ernest Penson from Andis Tool to Andis Company to fill DeDeyne's job, but Penson was apparently not performing satisfactorily and was offered his old job at Andis Tool but left the end of July. The Company then used temporaries until October. The Examiner finds that DeDeyne's absence could not have adversely affected the Company's business by June 5th, the date it actually discharged him.

The Examiner has rejected the Company's other arguments, because she has concluded the basis for discharge rested squarely on the Company's reliance on Article IV, Section 7(c), and that the Company misinterpreted that clause to mean that an employe had to call in every day or be terminated after three days without such a call.

For the foregoing reasons and based on the record as a whole, the Examiner concludes that Michael DeDeyne was not discharged for just cause, and therefore, the Company violated the collective bargaining agreement and committed an unfair labor practice within the meaning of Section 111.06(1)(f) of WEPA when it discharged him. Accordingly, the Examiner has ordered the relief sought by the Union, with the exception of a cease and desist order and costs and attorney's fees. A cease and desist order serves no purpose under the facts and circumstances of this case. Attorney fees are not warranted, inasmuch as the defenses raised by the Company were not "frivolous." 7/

Dated at Madison, Wisconsin this 23rd day of April, 1991.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

4/ McInerney Spring & Wire Co., 72 LA 1262 (Roumell, 1979).

5/ Ralphs-Pugh Co., Inc., 79 LA 6 (McKay, 1982).

6/ Movielab, Inc., 68-2 CCH ARB Para. 8405 (McMahon, 1968).

7/ Wisconsin Dells School District Employees Union, Local 1401-A, AFSCME, AFL-CIO v. Wisconsin Dells School District, Dec. No. 25997-C (WERC, 8/90).

By _____
Karen J. Mawhinney, Examiner