

STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

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**TEAMSTERS LOCAL UNION NO. 695**, Complainant,

vs.

**TOWN OF BROOKFIELD (FIRE DEPARTMENT)**, Respondent.

Case 7  
No. 59215  
MP-3682

**Decision No. 30033-C**

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**Appearances:**

**Jill M. Hartley**, Previant, Goldberg, Uelmen, Gratz, Miller & Brueggeman S.C., 1555 North RiverCenter Drive, #202, P.O. Box 12993, Milwaukee, Wisconsin 53212-0993, appearing on behalf of Teamsters Local Union No. 695.

**Luis I. Arroyo**, Michael Best & Friedrich LLP, 100 East Wisconsin Avenue, #3300, Milwaukee, Wisconsin 53202-4124, appearing on behalf of Town of Brookfield.

**FINDINGS OF FACT,**  
**CONCLUSIONS OF LAW AND ORDER**

On November 27, 2001, the Wisconsin Employment Relations Commission issued an Order Affirming and Modifying Examiner's Findings of Fact, Affirming Examiner's Conclusions of Law and Affirming and Modifying Examiner's Order in this matter, which required the Town of Brookfield to make whole with interest those Town employees represented by Teamsters Local Union No. 695 who did not receive time and one half for hours worked while in call-back status and while training when not otherwise scheduled between January 1, 1998 and December 31, 2000.

Local 695 thereafter asserted that the Town had failed to comply with the Commission's Order. After lengthy negotiations between the parties did not resolve the compliance dispute, Commission Examiner Peter Davis conducted an evidentiary hearing on October 27 and December 2, 2005 in the Town of Brookfield, Wisconsin as to the limited issue of whether certain payments made by the Town to employees in December 2000 resolved all make whole compliance issues for the period January 1, 1998 to December 5, 2000.

No. 30033-C

The parties filed post-hearing briefs, and the record was closed on October 10, 2006.

Having reviewed the record and being fully advised in the premises, the Commission makes and issues the following

### **FINDINGS OF FACT**

1. Teamsters Local Union No. 695, herein Local 695, is a labor organization having its offices at 1314 North Stoughton Road, Madison, Wisconsin 53714-1293.

2. The Town of Brookfield, herein the Town, is a municipal employer having its offices at 645 North Janacek Road, Brookfield, Wisconsin 53045.

3. In 1997, Local 695 was certified as the exclusive collective bargaining representative for all regular full-time and regular part-time fire fighters employed by the Town of Brookfield Fire Department.

4. Because Local 695 and the Town were unable to reach a voluntarily agreement as to terms of their first collective bargaining agreement, they proceeded to interest arbitration before Arbitrator James L. Stern. On February 11, 2000, Arbitrator Stern issued an interest arbitration award, selecting the final offer of Local 695. Pursuant to Section 19.01 of the resulting Collective Bargaining Agreement (“Agreement”) between the parties, the terms of the Agreement were effective retroactive to January 1, 1998, and to remain in full force and effect until December 31, 2000.

5. Subsequent to the issuance of Arbitrator Stern’s Award in 2000, the parties began to calculate the amount of money, dating back to January 1, 1998, to which the employees represented by Local 695 were entitled under the Agreement. During their efforts to calculate back pay, disagreement arose between the Town and Local 695 as to the rate at which certain kinds of hours would be paid. The Town took the position that call-back hours, training hours, and pager hours that had been worked during the term of the Agreement should be paid at a straight time rate. Local 695 took the alternative position that the Agreement provided for those categories of hours to be paid at an overtime rate of time and one-half. The parties also disagreed as to which employees were entitled to back pay. The Town took the position that the only employees entitled to back pay were those still employed by the Town. Local 695 took the position that any eligible employee who had worked for the Town Fire Department during the term of the Agreement, including twenty-eight employees who had since left the Department, were entitled to back pay.

6. In their efforts to agree on the back pay amount, representatives of Local 695, including Business Representatives Larry Wedan and Gene Gowey,<sup>1</sup> as well as Local 695

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<sup>1</sup> Although Wedan was the Business Representative for Local 695 during most of the period of time relevant to the back pay dispute, Gowey served as Local 695’s Business Representative until the end of 1997 and then beginning again in 2002. Therefore, both Wedan and Gowey had involvement in and knowledge of the facts relevant to the dispute.

stewards Jim Gaulke and Paul Van Chena, worked with representatives of the Town, including Fire Chief Skip Sharpe and Town Administrator Richard Schultz. The parties met on several occasions to discuss the back pay issue.

7. In April, May, June, and July of 2000, Local 695 filed five grievances relating to the back pay dispute.

8. By letter dated July 6, 2000, the Town provided Local 695 with its calculation of a \$250,260.04 back pay amount owed pursuant to the Stern Award. Consistent with its understanding of the Stern Award, the Town's calculation included straight time only payments for training, call-back and pager hours and also did not include any payments to the twenty-eight employees who had worked for the Town during the period of time covered by the Stern Award but who had left the Town's employ before the Stern Award was issued. Local 695 rejected the Town's calculations.

9. Subsequent to rejecting the Town's back pay calculations, Local 695 requested an opportunity to independently review payroll records and make a back pay calculation. Local 695 steward Van Chena had worked as an auditor for the Internal Revenue Service and, therefore, had some expertise in making such calculations. Van Chena took responsibility for making the back pay calculation, while Local 695 steward Gaulke assisted by requesting and retrieving, from the Town, the documents necessary for Van Chena to carry out the work. Neither Business Representative Wedan nor Gowey had direct involvement in the task of calculating Local 695's back pay proposal.

10. In September, 2000, Local 695 filed a prohibited practice complaint with the Wisconsin Employment Relations Commission alleging that the Town had failed to comply with Arbitrator Stern's Award/violated the resultant 1998-2000 contract by failing to make employees whole for back wages and by failing to pay time and one half for training activities, work performed while in call-back status and work performed while on a duty crew with a pager.

11. In October of 2000, Local 695 provided the Town with a back pay calculation of \$275,571.94. The Local 695 calculation included wage payments (and one reimbursement) to eighteen former Town employees (none of whom were included in the Town's July 6, 2000 calculation) in the amount of \$19,784.88. Because the Town agreed that employees were owed straight time for training, call-back and pager hours and because the issue of overtime compensation for said hours was to be litigated through the September 2000 prohibited practice complaint, the Local 695 calculation also included straight time wages for training, call-back and pager hours.

12. On November 16, 2000, the parties met with Commission mediator Tom Yaeger in an effort to settle the September 2000 prohibited practice complaint filed by Local 695. Representatives of the Town, including Town Administrator Richard Schultz and the Town's attorney, James Hammes, participated in the mediation, as did representatives of Local 695, including Business Representative Larry Wedan, Local 695's attorney Jill Hartley, steward

Gaulke and the two other Local 695 stewards. The mediation session did not result in a settlement of the back pay issue.

13. On November 30, 2000, Local 695 Business Representative Wedan, sent the following correspondence to Town Attorney Hammes:

This letter follows our phone conversations, private meeting(s), such as the one held November 22nd, and the prohibitive (sic) practice meeting before the WERC, Tom Yaeger, held November 16th.

I found the work done by Paul Van Chena to be both accurate and reliable as he relied on documents and records as supplied to him by the Town of Brookfield. He also relied on the representations of Fire Chief Skip Sharpe when computing the back pay calculation. Mr. Van Chena also brings to the "dinner table" his credibility as his mainstay employment as an auditor within the Internal Revenue Department. Whereas Town Administrator Richard Schultz testimony November 16<sup>th</sup> before the WERC hearing officer Tom Yaeger admitted to generalizations and assumptions when computing the back pay calculation for the Town. It should also be noted Mr. Van Chena is more knowledgeable of Department functions, practices, policies and records compared to Mr. Schultz. I need not remind you Mr. Schultz has only most recently been employed by the Town.

The standards used, it would appear, are both minimums. However, as earlier noted, Mr. Van Chena was more detailed in his approach and therefore his entry would be more accurate as to the Town's liability. Those standards were likewise discussed both in your presence and in your absence with Mr. Schultz present at all times material therein, November 16th, and were acceptable to him (Mr. Schultz). Therefore, there should be no disagreement. Mr. Schultz agreed if the information and records came from the Fire Chief he would accept them.

Part of the discrepancy between the Town's figure of \$250,264.04 and Mr. Van Chena's of \$275,571.94 is the Town's refusal to include approximately 28 employees who are no longer actively employed by the Town.

My recollection of the hearing before the Police and Fire Commission directed the Town to include those employees and your agreement to provide the undersigned with the identity of all employees who were employed under the terms of the initial contract. To date you have failed in both your obligation and agreement to provide the Union with the requested information.

Finally, I understand from our last conversation you and the Town will continue to refuse to recompense the employees in accordance with the parties agreement

and Arbitrator Stern's award. Therefore, unless you move forward to make immediate whole, the Union will move forward with prohibitive practice and the grievance, as this case is both egregious and blatantly malicious, flagrant and deliberate, the Union will seek reimbursement for attorney fees and Local Union costs and interest upon the dollars owed to the Union's bargaining unit.

Aside from the information referenced in the above correspondence, Local 695 did not provide the Town with any further explanation or documentation pertaining to the methodology used in arriving at the proposed backpay amount.

14. On December 4, 2000, Attorney Hammes sent the following correspondence to Wedan:

As you may recall, when we met and discussed the Union's computation as to back pay, the meeting concluded with your representation that Union representatives would provide the Town Administrator with documents substantiating the back pay calculations, including, specifically, the calculations relating to training pay being requested.

To date, no further communications have been received, either verbally or written, regarding the back pay calculations or the manner in which the Union representatives computed those calculations.

I intend to discuss these matters with the Town Board at its meeting of December 5, 2000. The Town Board may approve the calculations, based upon the representations that you have made as to the manner in which the calculations were prepared, even though the supporting documentation has not been presented.

The calculations, as we noted, have been prepared in accordance with the Town's interpretation of the contract as it relates to the calculation of back pay. If it is determined, at some subsequent point in time, that the calculations have resulted in overpayments, the Town will seek reimbursement of those overpayments.

However, as we have discussed, the Town, acting in good faith, will consider the request, as [*sic*] its meeting of December 5, 2000, notwithstanding the failure to provide the underlying and supporting documentation.

15. On December 5, 2000, the Town Board conducted a meeting, at which they discussed, among other things, the back pay issue. Town Attorney Hammes was present at the meeting. Local 695 steward Gaulke also attended the Town Board meeting. When the Board took up the back pay issue, Gaulke asked for an opportunity to address the Board. In the course of making a statement to the Town Board, Gaulke read aloud from the November 30,

2000 correspondence Wedan had sent to Attorney Hammes. Local 695 Business Representatives Wedan and Govey were not present at the Town Board meeting. Gaulke had not been authorized to speak at the Board meeting on behalf of Local 695. Gaulke had not informed any agent of Local 695 of his intention to attend the meeting or make a statement with regard to the back pay issue.

16. During the December 5, 2000 meeting, the Town Board passed the following resolution:

Supervisor Harenda moved to approve the payment of \$275,579.94 for back pay as calculated by the union which as represented by Mr. Gaulke will resolve all back pay issues.

The Board's willingness to pass the resolution was based, in part, on its understanding from the presentation by Gaulke that doing so would resolve all back pay issues between the parties for the period from January 1, 1998, through December 5, 2000.

17. On December 7, 2000, Attorney Hammes sent correspondence to Wedan, stating the following:

Prior to the Town Board convening in closed session at its meeting on December 5, 2000, James Gaulke, the Union Steward, asked for an opportunity to address the Town Board.

Mr. Gaulke recited portions of your correspondence dated November 30, 2000. In particular, he advised the Town Board of Mr. Van Chena's qualifications and his efforts in preparing the back pay compensation schedule that was presented by the Union. He also noted that Mr. Schultz was only "recently" employed by the Town and was not as familiar with all of the back pay issues.

Mr. Gaulke concluded by advising the Town Board that if the back pay calculations were accepted by the Town Board, as presented by the Union, this would resolve all back pay issues.

The Town Board, after reconvening from closed session, moved to approve the back pay computations, as presented by Mr. Gaulke, with the express understanding that the approval resolved all back pay controversies and issues. Accordingly, the Town will now process the checks so that the employees will receive their back pay prior to the end of the year.

Finally, I want to again reiterate that the Town remains ready and willing to sit down and discuss the new contract, which will be effective as of January 1, 2001. If you have any desire in proceeding with negotiations, please contact me at your convenience so that we can schedule appropriate negotiation sessions.

18. Subsequent to receiving the December 7, 2000 correspondence from Attorney Hammes, Wedan met with Gaulke to discuss the conversation that had occurred between Gaulke and the Board at the meeting of December 5, 2000. Wedan did not discuss the Board meeting with any representative of the Town.

19. Consistent with the resolution recited in Finding of Fact 16, the Town issued back pay checks to Local 695 represented employees on approximately December 15, 2000.

20. On January 22, 2001, Wedan sent correspondence to Attorney Hammes, stating the following:

This letter follows yours. My apologies for not responding earlier, however, with the holidays and my personal work load including the investigation into certain representations embodied in your correspondence, this is the earliest I could reply.

First, Mr. Gaulke does not have the authority to “resolve all back pay issues” any more than he would have the authority to cause to withdraw the Union’s prohibitive practice filing. Mr. Gaulke denies the allegation contained in the 3<sup>rd</sup> and 4<sup>th</sup> paragraphs as either a material misrepresentation or a misunderstanding on the Town Board as to what he said.

Second, the Union is willing and prepared to reconvene collective bargaining. Please provide dates you and your committee will be available to commensurate.

Looking forward to hearing from you in the near future.

21. On February 2, 2001, a hearing was held before Commission Examiner Stuart Levitan with regard to the September 2000 prohibited practice complaint that had been filed by Local 695. Attorney Hammes represented the Town and Attorney Jill Hartley represented Local 695. Statements made by Attorney Hammes and Attorney Hartley during the course of the prohibited practice hearing are not consistent with any understanding between the parties that the back pay dispute, for the period from January 1, 1998 through December 5, 2000, had been completely resolved by the Town’s December 2000 payment of back wages.

22. Examiner Levitan’s Findings of Fact, Conclusions of Law and Order were issued on June 1, 2001. Among other matters, Examiner Levitan concluded that the Town had violated the collective bargaining agreement by not paying time and one-half for training and call-back hours. As to pager hours, the Examiner found that overtime payments were not required. The Examiner ordered the Town to make employees whole with interest for call-back and training hours retroactive to January 1, 1998. On June 19, 2001, Respondent Town of Brookfield filed a petition with the Wisconsin Employment Relations Commission seeking review of the Examiner’s decision pursuant to Secs. 111.07(5), and 111.70(4)(a), Stats. The Commission issued its Order Affirming and Modifying Examiner’s Findings of Fact,

Affirming Examiner's Conclusions of Law and Affirming and Modifying Examiner's Order, on November 27, 2001. The Commission's decision affirmed the Examiner's conclusion and order as to training and call-back hours.

Based on the above and foregoing Findings of Fact, the Commission makes and issues the following

**CONCLUSIONS OF LAW**

1. There is an agreement between the parties that the money paid by the Town to Local 695 represented employees in December 2000 resolves all back pay issues except for the dispute referenced in Conclusion of Law 2.

2. There is no agreement between the parties that the money paid by the Town to Local 695 represented employees in December 2000 resolved the dispute over whether training, call-back and pager hours should be compensated at straight time or instead at the overtime rate of time and one-half for the period beginning January 1, 1998.

Based on the above and foregoing Findings of Fact and Conclusions of Law, the Commission makes and issues the following

**ORDER**

Hearing shall convene as soon as possible to create the evidentiary record upon which the Commission can resolve the issue of what additional monies are owed by the Town pursuant to the Commission's November 21, 2001 Order.

Given under our hands and seal at the City of Madison, Wisconsin, this 1st day of August, 2007.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

Judith Neumann /s/

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Judith Neumann, Chair

Susan J. M. Bauman /s/

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Susan J. M. Bauman, Commissioner

Commissioner Paul Gordon did not participate.



**TOWN OF BROOKFIELD (FIRE DEPARTMENT)**

**MEMORANDUM ACCOMPANYING FINDINGS OF FACT,  
CONCLUSIONS OF LAW AND ORDER**

The question before us is whether the Town's December 2000 payment to employees represented by Local 695 resolved all back pay issues arising out of the Stern Award for the period beginning January 1, 1998. The Town asserts that the December 2000 payment represented a comprehensive agreement and that the subsequent complaint proceeding before Examiner Levitan was limited to resolving the question of whether pager, training and call-back hours are paid at a straight time or overtime rate for the period beginning December 6, 2000. Local 695 contends that the December 2000 payment resolved all back pay issues except for the question of whether pager, training and call back hours are paid at a straight time or overtime rate for the period beginning January 1, 1998, which issue was to be decided by Examiner Levitan in the prohibited practice proceeding.

Viewing the record as a whole, we conclude that the December 2000 payment settled all claims for wages (including training, pager and call-back hours paid at straight time) owed under the Stern Award for the period beginning January 1, 1998. However, we further conclude that the December 2000 payment did not settle whether additional overtime monies for training, pager and call-back hours (beyond the straight time payments for said hours included in the December 2000 payment) were owed for the period beginning January 1, 1998. As to this matter, there simply was no meeting of the minds between the parties and thus no agreement.

It is clear that following the issuance of the Stern Award, the parties had a general disagreement as to: (1) how to calculate the amount of back pay owed to employees under those terms of the Award as to which they had a mutual understanding; and (2) whether the contract language contained in the Award obligated the Town to pay overtime (as opposed to straight time) for call-back, training and pager hours.

As to dispute (1), the parties' dispute was both substantive and mathematical. The substantive dispute was whether individuals not on the payroll when the Award was issued but who had worked during the period of time covered by the contract were entitled to any back pay. Local 695 asserted they were so entitled and the Town disagreed. The mathematical dispute centered on the difficulty of reconstructing payroll records for the period beginning January 1, 1998.

As to dispute (2), the parties' dispute was also substantive and mathematical. The substantive dispute was whether the Stern Award required that call-back, training and pager hours be paid at a straight time or overtime wage rate. The Town's July 6, 2000 calculation of \$250,260.04 included "Call Pay and Pager Pay" at straight time rates but explicitly excluded any additional overtime compensation for such hours "since such a provision is not in the contract language." Local 695's \$275,571.94 calculation (Employer Exhibit 3) also included

straight time pay for call-back, training and pager hours but, as Local 695's September 2000 prohibited practice complaint makes clear, Local 695 believed that such hours were to be additionally compensated at an overtime rate. As was true for dispute (1), the mathematical portion of dispute (2) was created by the difficulty of reconstructing payroll records to determine how many such hours the employees worked.

In the context of these two disputes, Local 695, by letter dated November 30, 2000, continued to insist that the Town make a payment of \$275,571.94 which the Local's letter referred to as "the back pay calculation." By letter dated December 4, 2000, the Town responded by advising Local 695 that, at the Town's December 5, 2000 meeting, the Town will "discuss" the "back pay calculations" proposed by Local 695 and "may approve the calculations."<sup>2</sup>

From this sentence, it is reasonable to conclude that the Town was aware that Local 695's calculations, like those of the Town, included training, pager, and call-back hours at straight time because both sides agreed such straight time hours were owed.

At the December 5, 2000 meeting, the Town did indeed discuss and approve the Local 695 back pay calculations and, as argued by the Town, accepted the November 30, 2000 offer of Local 695 as what both sides referred to as "back pay."<sup>3</sup> Our task now becomes one of determining whether the parties' "back pay" agreement settled both what we have identified as disputes (1) and (2).

The term "back pay" is obviously broad enough to encompass what we have referred to above as disputes (1) and (2). However, in the context of the parties' ongoing and shortly to be litigated dispute over whether overtime was owed for training, pager and call-back hours, it can also reasonably be concluded that the Local 695 offer did not include or seek to waive the claim to overtime for the period beginning January 1, 1998.

Additional evidence of the meaning of "back pay" can be found in the transcript

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<sup>2</sup> The December 4, 2000 letter also states:

The calculations, as we noted, have been prepared in accordance with the Town's interpretation of the contract as it relates to the calculation of back pay.

<sup>3</sup> Gaulke's remarks to the Town Board, which included a reading of the November 30, 2000 Local 695 letter, helped persuade the Town Board to accept the Local 695 offer. However, there is no persuasive evidence that Gaulke's remarks could reasonably be understood to modify or broaden the Local 695 offer contained in the November 30 Wedan letter. Thus, whatever Gaulke's precise words and whatever his authority or lack thereof, it was, as argued by and testified to by Town representatives, the November 30, 2000 offer that the Town accepted on December 5, 2000. Thus, although the Town's December 7, 2000 letter to Local 695 confirming the Town's December 5 action refers to the resolution of "all back pay controversies and issues"-a phrase which could well be understood as encompassing both disputes (1) and (2)- it is the November 30 "back pay" offer which was accepted and whose scope is in dispute.

the transcribed portion of that hearing, the Town's Attorney, James Hammes, and Local 695's Attorney, Jill Hartley, each made statements and had conversations with one another pertaining specifically to the status of the back pay dispute. The first statements were made during in an early discussion pertaining to the scope of the issues for hearing:

Mr. Hammes: And what about the back pay?

Ms. Hartley: The back pay, the main bulk of the back pay has been resolved I guess. Our position would be that our interpretation would entitle the employees to some extra back pay over the overtime issues, but as far as the main bulk of the back pay, that has been paid which was not paid at the time the original complaint was filed.

Transcript of proceedings of February 2, 2001, at p.19. Shortly thereafter, Attorney Hartley summarized Local 695's position regarding the back pay issue, in essentially the same way:

Ms. Hartley: We indicated that a large portion of the back pay has been paid, but at this time, our interpretation would entitle the employees to more back pay under the overtime – the way we interpret the overtime issue. We don't consider that to be settled. We think that is an issue.

Transcript of proceedings of February 2, 2001, at p. 22. Later in the hearing, Town Administrator Richard Schultz testified that he had understood that the Town's payment of December of 2000 represented a "final remedy" for the back pay dispute. In response to that testimony, the following exchange occurred:

Mr. Hammes: We are not offering this document. <sup>4</sup> I am trying to expedite and simplify.

We are not offering this document for the basis of saying that the Union has given up or a surrender of any back-pay issue they may raise in this proceeding.

It is being offered for the purpose of establishing that the

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<sup>4</sup> Though we believe Attorney Hammes' reference to "this document" was to the back pay calculation presented by Local 695 to the Town, the record is not entirely clear on this point. At this juncture in the proceeding, the parties also had been discussing the minutes from the December 5, 2000 Town Board meeting. In any case, we do not think clarity on this point is necessary for the outcome of the case.

consistent with the Town's interpretation, and we offer it for the argument or probative argument that their method – the position they take now is different than they did in their own calculations.

It is offered for that purpose not saying you gave up any rights you may have.

Examiner Levitan: Not estoppel.

Mr. Hammes: No.

Ms. Hartley: I don't understanding the basis for the testimony but that's fine. Then I don't have any other questions.

Transcript of proceedings of February 2, 2001, at pp. 77-80.

As reflected above, neither party made any precise reference to the December 2000 payment or to the disagreement that had already emerged as to the scope of the dispute thereby resolved. Each side has argued that the other's silence in this regard (and the comments quoted above) can be viewed as being consistent with their view as to the scope of the dispute resolved by the December 2000 payment. We agree. However, more fundamentally, we conclude that the parties' silence (and remarks) reflect that there never was a meeting of the minds as to whether the overtime liability for the period beginning January 1, 1998 was or was not resolved by the December 2000 payment. Therefore, viewing the record as a whole, we conclude the dispute over whether the Town had any overtime liability for the period beginning January 1, 1998 was not resolved.

Given all of the foregoing, we have rejected the Town's assertion that the parties entered into a binding settlement agreement that resolved all back pay issues as to the Town's compliance with our Order. However, the scope and content of the agreement that was reached by the parties through the Town's acceptance of the Local 695's November 30, 2000 offer provides some substantial guidance as to the monetary liability of the Town under the Commission's Order affirming the decision of Examiner Levitan. First, because it is clear that straight time monies for pager, training and call-back hours beginning January 1, 1998 was included in the December 2000 payment, the Town has no liability for straight time pay for those hours. Second, Examiner Levitan concluded and we affirmed that the Town has overtime liability only for training and call-back hours. Thus, there is no ongoing liability for pager hours. Given all of the foregoing, as a conceptual matter, the Town's liability under the Commission's order is limited to paying half-time for training and call-back hours.

With this guidance, we are hopeful that the parties can reach an agreement on the amount to be paid to resolve the dispute. Absent such an agreement, we will return to compliance hearings where a record can be developed which will allow us to determine what additional amount is owed to the employees.

Dated at Madison, Wisconsin, this 1st day of August, 2007.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

Judith Neumann /s/

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Judith Neumann, Chair

Susan J. M. Bauman /s/

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Susan J. M. Bauman, Commissioner

Commissioner Paul Gordon did not participate.

