

BEFORE THE ARBITRATOR

In the Matter of the Arbitration of a Dispute Between

**LABORERS' INTERNATIONAL UNION OF
NORTH AMERICA, LOCAL 140**

and

T & SONS GENERAL CONTRACTORS

Case 1
No. 56959
A-5726

(Payroll Records Grievance)

SUPPLEMENTAL AWARD

On March 12, 1999, I issued a Consent Award which sustained the Union's grievance against T & Sons General Contractors for violation of Articles 2, 3, 5 and 8 of the parties' collective bargaining agreement relating to hiring practices and the payment of workers. In that award, I retained jurisdiction to resolve any disputes over the application of an appropriate remedy. On June 3, 1999, I sent to the employer, with a copy to the union, a certified letter stating that if the parties were unable to resolve the remedy, I would exercise the authority to determine an appropriate remedy. On October 11, 1999, I again sent to the employer a certified letter, with copy to the union, involving written comment on the union's claim that the amount remaining in dispute was \$49,688.32, representing 2206.5 hours at \$22.51 total package per hour. The deadline for receipt of such written comments having passed, I now issue this

SUPPLEMENTAL AWARD

The grievance having been sustained, and the employer having not challenged the union's claim as to the appropriate amount of remedy, T & Sons General Contractors shall make the union whole by its payment of \$49,688.32.

Dated at Madison, Wisconsin this 6th day of December, 1999.

Stuart Levitan /s/

Stuart Levitan, Arbitrator

