

**U.S. Telefactors Corporation and Professional, Technical and Clerical Employees Union, Local 707, affiliated with the National Production Workers Union.** Case 13-CA-27948

November 19, 1990

SUPPLEMENTAL DECISION AND ORDER

BY CHAIRMAN STEPHENS AND MEMBERS  
CRACRAFT AND OVIATT

On June 29, 1990, Administrative Law Judge Wallace H. Nations issued the attached supplemental decision. The Respondent filed exceptions and a supporting brief, and the General Counsel filed an answering brief.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the supplemental decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings,<sup>1</sup> and conclusions and to adopt the recommended Order.

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, U.S. Telefactors Corporation, Chicago, Illinois, its officers, agents, successors, and assigns, shall take the action set forth in the Order.

<sup>1</sup>We find no merit in the Respondent's contention that Patricia McCarty's failure to increase her hours at the Franz Demo Agency constituted a failure to mitigate damages. McCarty held this part-time job both before and after her discharge. It involved work totally unlike her work for the Respondent, and the terms and conditions of the employment were not substantially equivalent to those previously enjoyed with the Respondent. Since it was thus not the kind of job she would have been obligated to accept in the first instance in order to mitigate damages (*NLRB v. Madison Courier*, 472 F.2d 1307, 1318-1319 (D.C. Cir. 1972), and cases there cited), her failure to increase her hours with Demo (and instead to spend that time in searching for a substantially equivalent job) clearly does not constitute a failure to mitigate. If McCarty had chosen to increase her hours with Demo, only that additional income would be included within interim earnings, *Isaac & Vinson Security Services*, 208 NLRB 47, 50-51 (1973).

*Jessica T. Willis, Esq.*, for the General Counsel.  
*Keith Harrington, Esq.*, of Chicago, Illinois, for the Respondent.

SUPPLEMENTAL DECISION

STATEMENT OF THE CASE

WALLACE H. NATIONS, Administrative Law Judge. On September 7, 1988, the Professional, Technical and Clerical Employees Union, Local 707, affiliated with the National Production Workers Union (Union) filed a charge against U.S. Telefactors Corporation (Respondent) alleging violations of Section 8(a)(1) and (3) of the National Labor Relations Act (Act) in Case 13-CA-27948. On September 26, 1988, complaint and notice of hearing issued in Case 13-CA-27948 alleging that Respondent violated Section 8(a)(1) and

(3) of the Act by discharging Alice Brinda, Delores J. Nash, Cheryl L. Wren, Ann Saye, Michelle Geihm, Melissa Storer, Cynthia Gonzales, Jeanne A. Neupert, Patricia McCarty, and Wendy Gonzales because of their protected concerted activities. On November 8, 1988, General Counsel filed a Motion for Summary Judgment with the Board in Washington, D.C., based on Respondent's failure to timely answer the complaint. On March 31, 1989, the Board issued its Decision and Order in Case 13-CA-27948 granting General Counsel's Motion for Summary Judgment and ordering Respondent to offer full and immediate reinstatement to the 10 discriminatees named above, make each whole for any loss of earnings suffered as a result of their unlawful discharges, remove from Respondent's records all references to the unlawful discharges, provide written notice to each discriminatee that such reference was removed, and provide written notice that the unlawful discharge would not be the basis for any future personnel action against the discriminatee.

On October 27, 1989, the United States Court of Appeals for the Seventh Circuit entered its judgment enforcing in full the Board's Decision and Order in Case 13-CA-27948. On January 30, 1990, the Regional Director for Region 13 issued a compliance specification and notice of hearing setting forth the amount of backpay owed to each of the 10 discriminatees. On February 8, 1990, the Regional Director issued an order scheduling hearing, which scheduled the hearing to commence on April 17, 1990. On February 23, 1990, Respondent filed its answer to General Counsel's compliance specification.

Thereafter, on April 7, 1990, Respondent filed its motion to extend the date of the hearing. Pursuant to Respondent's request, hearing was rescheduled to a date Respondent indicated it would be available, May 14, 1990. Respondent was notified by phone on April 10, 1990, as well as by letter sent via FAX on May 10, 1990, and certified mail on May 11, 1990. Respondent filed a second motion to extend the date of the hearing which was undated but was received by the Regional Director on or about May 10, 1990. Respondent's request was denied by Judge John M. Dyer, associate chief administrative law judge in his Order dated May 10, 1990. Respondent was again informed that hearing in Case 13-CA-27948 would begin as scheduled at 11 a.m., May 14, 1990, by General Counsel on May 11, 1990, during a phone conversation regarding settlement.

Respondent and its counsel failed to appear for hearing at 11 a.m. on May 14, 1990. Upon my request, General Counsel telephoned Respondent's counsel's office and was informed that Respondent's counsel was in another court on a different matter. After informing me of this development, General Counsel was requested by me to again phone Respondent's counsel's office and inform Respondent's counsel that the hearing would commence at 12 p.m. that day, and further, that failure to appear would constitute waiver of its appearance in this proceeding. General Counsel so informed Respondent's counsel. Respondent failed to appear or give notice of reasons therefore. Hearing commenced at approximately 12 p.m. and concluded at approximately 1:54 p.m., at the conclusion of General Counsel's case.

Based on the evidence adduced at the hearing and on the record as a whole, I make the following

## FINDINGS AND CONCLUSIONS

As noted above, Respondent did not appear at the hearing. However, several issues were raised by Respondent in its answer herein and these will be addressed below. These issues are:

1. The discriminatees failed to disclose all interim earnings.
2. The discriminatees failed to mitigate Respondent's backpay liability by failing to make a reasonable search for interim earnings.
3. Backpay tolled on the date Respondent offered reinstatement to each of the 10 discriminatees and not, as General Counsel contends, on the date reinstatement was waived or the date each discriminatee actually returned to work.

*A. Discussion of Issues 1 & 2 and Related Fact Findings*

Under both Board law and the Board's Rules and Regulations governing compliance proceedings, Respondent bears the burden of proof to show willful loss of earnings, failure to make a reasonable search for interim employment, failure to disclose all interim earnings received or other facts to diminish Respondent's backpay liability. *Mastro Plastics Corp.*, 136 NLRB 1342, 1346-1347 (1962), enf. as modified 354 F.2d 170 (2d Cir. 1965), cert. denied 384 U.S. 972 (1976). Any uncertainty must be resolved against Respondent who made the uncertainty possible and the backpay claimant must receive the benefit of any doubt. *Southern Hospital Products Co.*, 203 NLRB 881 (1973).

Respondent presented no evidence in support of its claim that the discriminatees failed to make a reasonable search for interim employment and failed to disclose all interim earnings beyond its assertion of this claim in its answer. Similarly, with the exception of its claim in its answer, Respondent failed to produce any evidence in support of its claim that the discriminatees did not disclose all of their interim earnings.

Although General Counsel had no affirmative burden to submit evidence to document interim earnings claimed by the discriminatees or their search for interim employment, the record contains ample evidence on these issues including job search lists submitted by each discriminatee showing times, dates, and places each applied for employment as well as responses or offers received. Additionally, each discriminatee gave unrefuted testimony regarding their job search efforts and the results of those efforts. A summary of this evidence is set forth below with respect to each discriminatee. I find from the evidence that each of the 10 discriminatees made a reasonable search for interim employment, thereby mitigating Respondent's backpay liability.

After being discharged by Respondent, each discriminatee searched for interim employment. Ann Saye testified that she sent resumes, applied in person and filled out job applications for various employers listed in her job search list and made part of the record as General Counsel's Exhibit 8. Companies at which she sought employment include Allstate Steel Corp., Dreyer Medical Center, National Controls, and Sun Coast Corporation. Her job search began when she was discharged by Respondent in August 1988 and continued until she resumed employment with Respondent July 7,

1989. Saye did not receive any offers of employment during this period.

After being discharged by Respondent in August 1988, Cheryl Wren applied for employment at various enterprises including Pheasant Run, Mercy Center Hospital, and other employers listed in her job search, made part of the record as General Counsel's Exhibit 15. Wren did not receive any offers of employment between her discharge by Respondent and Respondent's offer of reinstatement in April 1989.

Wendy Gonzales testified that she used a local newspaper and job service to find interim employment after her discharge by Respondent in August 1988. Gonzales applied to Sentel Cable and Royal Insurance among other employers listed in her job search list, made part of the record as General Counsel's Exhibit 18. Gonzales began working for Temporary Services International in March 1989. Temporary Services International was the only source of interim employment income Gonzales received between the date of her discharge by Respondent and the date she waived reinstatement June 28, 1989. Gonzales' gross backpay was offset by the interim earnings she received.

After being discharged by Respondent in August 1988, Cynthia Gonzales applied for work as a telephone operator, receptionist, and office worker at various employers named in her job search list, made part of the record as General Counsel's Exhibit 21. Gonzales received an offer of employment through Temporary Services International which placed her with AT & T in February 1989. This was Gonzales' only source of interim income between her discharge and June 28, 1989, the date she waived reinstatement. Gonzales' gross backpay was offset by the interim earnings she received from AT & T.

In paragraph IX(b) Respondent asserts that Michelle Geihm did not intend to return to work after the birth of her child on November 28, 1988, and claims therefore that her backpay should end as of that date. Respondent presented no evidence in support of this position. After her discharge by Respondent in August 1988, Michelle Geihm sent resumes and applied in person to various employers listed in her job search lists, made a part of the record as General Counsel's Exhibits 27 and 28. Geihm was unavailable for work from November 28, 1988, through January 5, 1989, because she gave birth to her second child. Geihm credibly testified that she was physically capable of working on January 5, 1989, and again began sending resumes and applying for employment. The mere fact that Geihm was pregnant during the backpay period does not warrant the conclusion that she was unavailable for work or that she would not return to work after giving birth. *Wayne Trophy Corp.*, 254 NLRB 881 (1981). Geihm had no interim earnings; however, her gross backpay was offset by the amount she would have earned during the period of maternity leave (November 28, 1988-January 5, 1989).

Alice Brinda applied for employment at Fair Realtors, J.B. Industries, and Saratoga Hotel among other places named in her job search list, made part of the record as General Counsel's Exhibit 31. Brinda worked for Guardian Express from November 1988 through April 1989. Guardian Express was Brinda's only source of interim income and her gross backpay was offset by this income.

Jeanne Neupert sent resumes and applied in person to various employers listed in her job search list, made part of the

record as General Counsel's Exhibit 36. These employers include General American Door and Country Companies Insurance. Neupert began working for Porvey McKee on or about November 24, 1988, and is currently working there. Her earnings from that company were used to offset the amount of backpay owed Neupert by Respondent because of her unlawful discharge.

Melissa Storer worked part-time 20 hours per week for Respondent from May 1988 through her discharge in August 1988. Storer also worked part-time 20-25 hours per week for Eltron Research during the period she worked for Respondent. Storer was also a full-time student during this period. She did not increase the number of hours she worked for Eltron Research after being discharged by Respondent. After her discharge, Storer worked these additional part-time jobs: Lord & Taylor (August 20, 1988 through March 11, 1989), Blockbuster Video (October 1988), and several babysitting jobs in February 1989. Earnings received from Lord & Taylor, Blockbuster Video, and the babysitting jobs were used to offset the amount of backpay Respondent owes Storer. Earnings from Eltron Research were not considered interim earnings to be deducted from gross backpay because Storer held that job prior to her discharge. The Board has consistently held that second job earnings normally are not considered as interim earnings to be deducted from gross backpay, particularly where, as here, the claimant held the second job prior to discharge. *Calson Tower Geriatric Center*, 281 NLRB 399 (1986); *Vinson Security Services*, 208 NLRB 47, 50, 51 (1973).

In paragraph IX(i) of its answer, Respondent asserts that Storer was injured and unavailable for work during a portion of the backpay period thereby diminishing Respondent's backpay liability. Respondent presented no evidence that Storer would have been unavailable for work due to her injury. Storer sprained her ankle March 11, 1989. She testified that she quit working for Lord & Taylor at that time because her job as a salesclerk required her to be on her feet all day. Storer continued attending school and working for Eltron Research throughout the period of her injury. She testified that her injury would not have precluded her from working as a telephone operator for Respondent because she would not have been required to stand. I find from the evidence that Storer was available for work as a telephone operator and therefore entitled to backpay throughout the entire period which began with her discharge in August 1988 and ended June 28, 1989, when she waived reinstatement.

In paragraph IX(e) of its answer, Respondent claims that Patricia McCarty did not accurately set forth all interim earnings she received from Franz Demo Agency, but submitted no evidence in support of this position. McCarty's interim earnings are fully documented and supported in the record by interim earnings reports submitted by her employers during the relevant period. (G.C. Exhs. 39, 42, 43.) During the time Patricia McCarty worked for Respondent, she also worked part-time, two shifts per week for Franz Demo Agency. After Respondent discharged McCarty in August 1988, McCarty continued working for Franz Demo Agency but did not increase the number of hours or shifts per week. McCarty testified that she did not increase those hours because that employer did not offer benefits or insurance. McCarty applied for work through an employment agency as well as directly to employers named in her job search list, made a part of

the record as General Counsel's Exhibit 41. McCarty worked for Service Corporation in December 1988, and earned \$120. McCarty began working full time for Jones InterCable in February 1989. Earnings received from both of these employers were used to offset Respondent's backpay liability. Earnings received from Franz Demo Agency were not deducted because McCarty held this job prior to her August 1988 discharge by Respondent and she did not subsequently increase the number of hours worked for the agency. *Calson Tower Geriatric Center*, supra; *Vinson Security Services*, supra.

In paragraph IX(f) of its answer, Respondent claims that Delores Nash failed to disclose interim earnings received from her employment at American Cab Company. Again, Respondent failed to submit any evidence in support of this position. After Respondent discharged Delores Nash in August 1988, she applied for work at various employers listed in her job search list, made a part of the record as General Counsel's Exhibit 52. Nash continued working for her husband's company, American Cab, as she had previously when she worked for Respondent. Nash received no compensation from American Cab and she had no interim earnings from the date of her discharge in August 1988 until she waived reinstatement on or about June 30, 1989. Interim earnings are defined as payment for work or services performed. NLRB Compliance Casehandling Manual, Section 10604.1.

#### B. Discussion of Issue 3 and Related Fact Findings

The final issue Respondent raised in its answer was the date backpay tolled. Respondent maintains that backpay tolled on the date Respondent made offers of reinstatement to the 10 discriminatees by letters dated April 20 and 28, 1989 and not, as the General Counsel contends, on the date each discriminatee either waived reinstatement or resumed employment with Respondent. Respondent further contends that in the event the backpay period tolled on the date reinstatement was waived, General Counsel's compliance specification did not set forth the correct date such waiver occurred. Respondent argues reinstatement was waived on the dates the discriminatees willfully failed to report to work and by their failure to respond in a timely manner to Respondent's offer of reinstatement.

The undisputed facts are as follows. Respondent discharged the 10 discriminatees on August 15, 1988. Pursuant to the Board's Order, Respondent offered each discriminatee reinstatement by letters dated April 20 and 28, 1989. Neither letter set forth a date to return to work, but did require the discriminatees to respond to the offer of reinstatement by May 5, 1989.

Patricia McCarty waived reinstatement by her letter dated May 3, 1989. Each of the remaining nine discriminatees accepted Respondent's offer by their individual letters.

Andrew Knee, president of U.S. Telefactories, met individually with Ann Saye, Cheryl Wren, Michelle Geihm, Alice Brinda, Jeanne Neupert, Melissa Storer, and Delores Nash, during the middle of May 1989 to discuss the number of hours each would be available to work weekly, shift availability, and training schedules. No definite start dates or training schedules were decided upon during these meetings. According to each of the discriminatees, Knee advised them that Respondent would contact each of them during the following week to give them a definite schedule. However, con-

trary to this statement, Respondent did not advise the discriminatees of the training schedule and start dates until 4 to 6 weeks later, by letter dated June 19, 1989. Discriminatees Michelle Geihm, Jeanne Neupert, Cynthia Gonzales, Wendy Gonzales, and Melissa Storer waived reinstatement by their individual letters dated June 28, 1989, because Respondent had scheduled each of them to work shifts for which they had previously informed Respondent they would be unavailable. Alice Brinda waived reinstatement by letter dated June 30, 1989, because she had been scheduled to work hours she had previously informed Respondent she was unavailable. Contrary to Respondent's position, the evidence shows and I find that each of the discriminatees responded to Respondent's offer of reinstatement in a timely fashion and those who chose to waive reinstatement did so only because of Respondent's failure or refusal to cooperate with these discriminatees in the matter of scheduling. Ann Saye returned to work July 7, 1989. Cheryl Wren returned to work June 30, 1989.

Discriminatee Delores Nash did not appear at the hearing because she had been hospitalized the previous day. In her affidavit, Nash testified that she had completed her scheduled training with Respondent on June 28 and 29, 1989, but was unable to return to work on June 30, the day Respondent had her scheduled to return. Nash advised Respondent that she could not return to work until July 7, 1989, because Respondent did not timely notify Nash of her schedule, and she had prior commitments. On or about June 29, in Nash's opinion, Respondent advised Nash that she would be fired if she did not return to work on June 30. On that occasion, one of Respondent's supervisors advised Nash over the phone that if she did not report for work as scheduled, she would be "done for," and advised Nash to contact the NLRB for advice. Nash again informed Respondent that she wanted to return to work; however, was unable to reschedule her previous commitments due to Respondent's short notice and therefore could not return to work until July 7. Nash did not return to work on June 30 or July 7 because of prior commitments and because she believed that Respondent had terminated her employment, although she admitted that she had never been formally told this. Nash attempted to waive reinstatement by letter dated December 15, 1989. However, I believe Nash actually waived reinstatement on or about June 30 when she failed to report for work as scheduled and never followed up on her conversations with Respondent's supervisor. She was unable to report for work on the date scheduled because of her work commitment to her husband's business, for which she was not paid and for which no interim earnings have been deducted from her gross backpay. I do not believe that Nash can take both positions. That is, her work for American Cab is unpaid and cannot constitute interim earnings, but that it can constitute a valid excuse for not reporting to work as scheduled and thus avoid tolling backpay. I have sustained her position with respect to interim earnings, but cannot also sustain her position with respect to the date her backpay period ended.

Board law clearly holds that the backpay period is tolled on the date of actual reinstatement, the date of rejection of that offer, or in the case of discriminatees who did not reply to the offer, on the date of the last opportunity set by the Employer to accept the offer of reinstatement. *American Mfg. Co. of Texas*, 167 NLRB 520, 521 (1967); *Vinson Security*

*Services*, 208 NLRB 47 (1973); NLRB Compliance Manual Section 10536 fn. 8. Thus, the evidence shows Patricia McCarty's backpay period ended May 3, 1989, when she rejected Respondent's offer. The backpay period for Michelle Geihm, Jeanne Neupert, Cynthia Gonzales, Wendy Gonzales, and Melissa Storer ended when each waived reinstatement by letter dated June 28, 1989. The backpay period for Alice Brinda ended by her letter waiving reinstatement dated June 30, 1989. As found above, Delores Nash's backpay period ended on June 30, 1989, the last date set for by the Respondent to accept the offer of reinstatement. Ann Saye resumed employment with Respondent July 7, 1989; however, her backpay period ended June 30, 1989, because she was on vacation from June 30, 1989, until July 7, 1989, and thus was unavailable for work. Cheryl Wren resumed employment with Respondent June 30, 1989, thereby tolling her backpay. Due to a clerical error, General Counsel's compliance specification incorrectly lists July 7, 1989, as the date backpay ended. Total backpay through June 30, 1989, is \$7176 plus interest.

In conclusion, Respondent failed to produce any evidence in support of its allegations that the discriminatees failed to make a reasonable search for work, failed to disclose all interim earnings, or that the date of waiver of reinstatement by the discriminatees which tolled the backpay period was anything other than that claimed by General Counsel.<sup>1</sup> Respondent admits that General Counsel's compliance specification is correct in the method used to calculate backpay including for each discriminatee their hourly wage rate, number of hours worked, weeks or days in the pay period, and quarterly gross earnings. I therefore conclude that the 10 discriminatees be awarded backpay in the amount set forth in Appendix A to this Supplemental Decision and that Respondent be ordered to pay such sums.

#### THE REMEDY

For the reasons set forth above, I find that Respondent's obligations to the discriminatees herein will be discharged by the payment to them of the respective amounts set forth in Appendix A. Such amounts shall be payable plus interest to be computed in the manner set forth in *New Horizons for the Retarded*, 283 NLRB 1173 (1987).<sup>2</sup>

The gross backpay figures in Appendix A detail gross backpay, interim earnings, and net backpay figures plus interest calculated through the second quarter of 1990 (June 30, 1990). These figures are based upon General Counsel's compliance specification, as amended to show Delores Nash's backpay period ending June 30, 1989. It is also noted that the compliance specification erroneously lists Jeanne Neupert as working only 30 hours during the first and second quarters of 1989. She actually worked 40 hours during each week of those periods. The compliance specification correctly calculated her backpay based upon 40 hours each week of each quarter. Accordingly, Neupert's net backpay remains as shown.

<sup>1</sup>The sole exception to this conclusion is my finding that Delores Nash's backpay was tolled on June 30, 1989, rather than on December 15, 1989, as claimed by General Counsel.

<sup>2</sup>Under *New Horizons*, interest is computed at the "short-term Federal rate" for the underpayment of taxes as set forth in the 1986 amendment to 26 U.S.C. § 6621.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended<sup>3</sup>

### ORDER

The Respondent, U.S. Telefactores Corporation, its officers, agents, successors, and assigns, shall make the individual discriminatees involved in this proceeding whole by payment to them of the following amounts denoted as "Total Amount Due" together with interest to be computed in the manner set forth in the remedy section of this decision, and continuing until the amounts are paid in full but minus tax withholding required by Federal and state laws:

<i>Name</i>	<i>Net Backpay</i>	<i>Calculated Interest on Backpay through 2d Qtr., 1990 (June 20, 1990)</i>	<i>Total Amount Due</i>
Cynthia Gonzales	\$4,062	\$525	\$4,587
Wendy Gonzales	4,560	561	5,121
Patricia McCarty	9,957	1,218	11,175
Delores Nash	8,096	847	8,943
Jeanne Neupert	2,886	405	3,291
Ann Saye	4,416	462	4,878
Melissa Storer	2,695	257	2,952
Cheryl Wren	7,176	751	7,927
Alice Brinda	2,249	312	2,562
Michelle Geihm	11,368	1,684	13,052

### APPENDIX A BACKPAY SUMMARY

<i>Yr./Qtr.</i>	<i>Total Gross Backpay</i>	<i>Net Interim Earnings</i>	<i>Net Backpay Holiday</i>	<i>Interest on Backpay</i>	<i>Total Amount Due</i>
<b>BRINDA, ALICE</b>					
88/3	\$455	\$0	\$455	\$90	\$545
88/4	2,275	1,915	360	61	422
89/1	2,275	2,626	0	0	0
89/2	2,275	841	1,434	161	1,595
Totals	\$7,280	\$5,381	\$2,249	\$312	\$2,562
<b>GEIHM, MICHELLE</b>					
88/3	\$1,960	\$0	\$1,960	\$387	\$2,347
88/4	2,240	0	2,240	381	2,621
89/1	3,640	0	3,640	519	4,159
89/2	3,528	0	3,528	397	3,925
Totals	\$11,368	\$0	\$11,368	\$1,684	\$13,052
<b>GONZALES, CYNTHIA</b>					
88/3	\$1,232	\$0	\$1,232	\$187	\$1,419
88/4	2,288	0	2,288	285	2,573
89/1	2,288	1,746	542	53	595
89/2	2,218	3,252	0	0	0
Totals	\$8,026	\$4,998	\$4,062	\$525	\$4,587
<b>GONZALES, WENDY</b>					
88/3	\$1,120	\$0	\$1,120	\$170	\$1,290
88/4	2,080	0	2,080	259	2,339
89/1	2,080	720	1,360	132	1,492
89/2	2,016	3,024	0	0	0
Totals	\$7,296	\$3,744	\$4,560	\$561	\$5,121
<b>MCCARTY, PATRICIA</b>					
88/4	\$4,095	\$88	\$4,007	\$499	\$4,506
88/3	2,835	0	2,835	431	3,266

<sup>3</sup> If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as

provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

APPENDIX A—Continued  
BACKPAY SUMMARY

<i>Yr./Qtr.</i>	<i>Total Gross Backpay</i>	<i>Net Interim Earnings</i>	<i>Net Backpay Holiday</i>	<i>Interest on Backpay</i>	<i>Total Amount Due</i>
89/1	4,095	1,452	2,643	256	2,899
89/2	1,449	977	472	32	504
Totals	\$12,474	\$2,517	\$9,957	\$1,218	\$11,175
<b>NASH, DELORES</b>					
88/3	\$1,232	\$0	\$1,232	\$187	\$1,419
88/4	2,288	0	2,288	285	2,573
89/1	2,288	0	2,288	222	2,510
89/2	2,288	0	2,288	153	2,441
Totals	\$8,096	\$0	\$8,096	\$847	\$8,943
<b>NEUPERT, JEANNE</b>					
88/3	\$1,680	\$0	\$1,680	\$255	\$1,935
88/4	3,120	1,914	1,206	150	1,356
89/1	3,120	3,555	0	0	0
89/2	3,024	3,741	0	0	0
Totals	\$10,944	\$9,209	\$2,886	\$405	\$3,291
<b>SAYE, ANN</b>					
88/3	\$672	\$0	\$672	\$102	\$774
88/4	1,248	0	1,248	155	1,403
89/1	1,248	0	1,248	121	1,369
89/2	1,248	0	1,248	84	1,332
Totals	\$4,446	\$0	\$4,416	\$462	\$4,878
<b>STORER, MELISSA</b>					
88/3	\$700	\$317	\$483	\$58	\$441
88/4	1,300	888	412	51	463
89/1	1,300	626	674	65	740
89/2	1,260	34	1,226	82	1,308
Totals	\$4,560	\$1,865	\$2,695	\$257	\$2,952
<b>WREN, CHERYL</b>					
88/3	\$1,092	\$0	\$1,092	\$166	\$1,258
88/4	2,028	0	2,028	252	2,280
89/1	2,028	0	2,028	197	2,225
89/2	2,028	0	2,028	136	2,164
Totals	\$7,176	\$0	\$7,176	\$751	\$7,927