

STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS BOARD

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In the Matter of the Petition of :
GENERAL DRIVERS, HELPERS AND :
WAREHOUSEMEN AND INSIDE EMPLOYEES :
UNION, LOCAL NO. 288 :
Involving Employes of :
DOUGLAS COUNTY (HOSPITAL AND :
SANATORIUM) :
-----:
Case IX
No. 10617 ME-255
Decision No. 7532

Appearances:

Lewis, Hammer, Heaney, Weyl & Halverson, Attorneys at Law, by
Mr. Don L. Bye, for the Petitioner.
Mr. Joseph A. McDonald, District Attorney, for the Municipal
Employer.
Mr. Robert Oberbeck, Executive Director, Wisconsin Council
of County and Municipal Employees, for the Intervenor.

DIRECTION OF ELECTION

General Drivers, Helpers and Warehousemen and Inside Employees
Union, Local No. 288 having petitioned the Wisconsin Employment
Relations Board to conduct an election, pursuant to Section 111.70
of the Wisconsin Statutes, among certain employes of Douglas County
Hospital and Sanatorium, Superior, Wisconsin; and hearing on such
petition having been conducted at Superior, Wisconsin, on January
25, 1966, James L. Greenwald, Examiner, being present; and at the
outset of said hearing Douglas County Hospital and Sanatorium
Employees Local 1277, AFSCME, AFL-CIO, on its Motion, having been
permitted to intervene in the proceeding; and the Board having
considered the evidence and arguments of Counsel, and being satis-
fied that a question has arisen concerning representation for
certain employes of the Municipal Employer named above;

NOW, THEREFORE, it is

DIRECTED

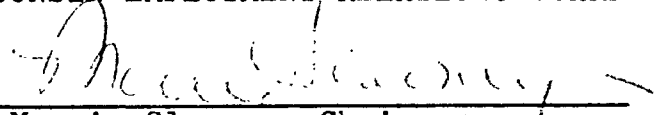
That an election by secret ballot shall be conducted under the
direction of the Wisconsin Employment Relations Board within sixty
(60) days from the date of this Directive in the collective bargain-
ing unit consisting of all employes of Douglas County employed in

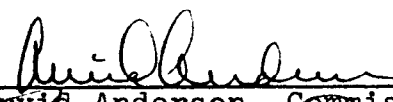
the Douglas County Hospital and Sanatorium, except the Superintendent, Assistant to the Superintendent, supervisors, confidential employes, and craft employes, who were employed by said Municipal Employer on March 29, 1966, except such employes as may prior to the election quit their employment or be discharged for cause, for the purpose of determining whether a majority of such employes desire to be represented by General Drivers, Helpers and Warehousemen and Inside Employees Union, Local No. 288, by Douglas County Hospital and Sanatorium Employees Local 1277, AFSCME, AFL-CIO, or by neither of said labor organizations, for the purposes of conferences and negotiations with the above named Municipal Employer on questions of wages, hours and conditions of employment.

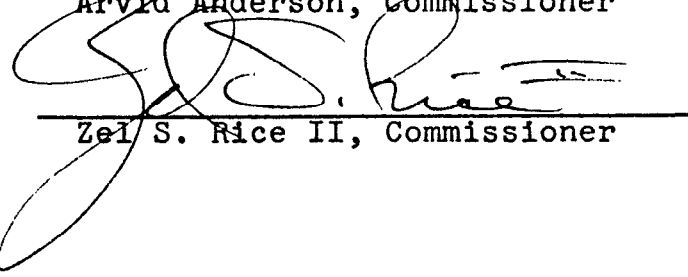
Given under our hands and seal at the City of Madison, Wisconsin, this 29th day of March, 1966.

WISCONSIN EMPLOYMENT RELATIONS BOARD

By


Morris Slavney, Chairman


Arvid Anderson, Commissioner


Zel S. Rice II, Commissioner

STATE OF WISCONSIN
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UNION, LOCAL NO. 288

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MEMORANDUM ACCOMPANYING DIRECTION OF ELECTION

The Intervenor, on June 19, 1963, after a representation election conducted by the Board, was certified as the exclusive collective bargaining representative for the employees in the unit involved in the instant proceeding.^{1/} Following the certification, the Intervenor and the Municipal Employer, after engaging in collective bargaining, entered into a collective bargaining agreement effective from January 1, 1964 to at least December 31, 1964. Said agreement contained the following provision with respect to its termination:

"TERMINATION. This Agreement will remain in effect for one calendar year. At the end of that calendar year either party may terminate this Agreement provided such termination is transmitted through the U.S. Mails to the responsible signatories to this Agreement. In no case may termination notice be sent later than July 15th of the year in question.

RENEWAL. Should neither party to this Agreement send notice of termination as described above, this Agreement shall automatically be renewed for another year."

There is no evidence that during the year 1964 either the Intervenor or the Municipal Employer requested to negotiate any changes in said agreement, and said agreement automatically renewed

^{1/} Dec. No. 6331, 5/63.

itself for the year 1965.

On July 10, 1965, the Intervenor sent to the Municipal Employer its proposals regarding wages, hours and working conditions for the employees involved for the year 1966. The Intervenor and Municipal Employer met in negotiations on September 28, October 12 and 29, 1965. On November 2, 1965, following an offer by the Municipal Employer, the Intervenor presented the Municipal Employer's offer to its membership. On that date, said membership rejected said offer. Thereafter, the Intervenor and the Municipal Employer met in negotiations on November 9 and 16, 1965. The Intervenor again presented the Municipal Employer's proposal to its membership, and again its membership rejected the proposal. On December 7, 1965, the Intervenor met again with the Municipal Employer, and some time thereafter reported to its membership, who instructed representatives of the Intervenor to again meet with the representatives of the Municipal Employer. Such a meeting was scheduled for December 21, 1965, but was adjourned to January 4, 1966. The instant petition was filed on December 13, 1965.

The Intervenor contends that the petition should be dismissed as being untimely filed. The Board has previously expressed its policy with regard to timeliness of petitions in municipal employment as follows:

"In determining whether petitions are timely filed, in order to effectuate the policies of Section 111.70, we shall examine the various ordinances in existence as to the period of initiating conferences and negotiations with respect to wages, hours and working conditions; the budgetary deadline; the collective bargaining history, if any; the lapse of time from a previously conducted Board election, if any; and other factors which affect the stability of the relationship between the municipal employees, their bargaining agent, and their employer. . . ."2/

We conclude that the Intervenor, by forwarding its proposals for the year 1966 to the Municipal Employer on July 10, 1965, in effect reopened, and thereby set in motion the termination of, the existing agreement, thus preventing it from automatically renewing itself. Therefore, the collective bargaining agreement, which would expire at the end of 1965, can not constitute a bar to the filing

2/ City of Green Bay, Dec. No. 6558, 11/63.


of a petition prior to its expiration date.


Since the Intervenor and the Municipal Employer did not, after a reasonable period of negotiations, agree to the terms and conditions of employment of the employees for the year 1966, prior to the filing of the petition, the Board considers the petition to be timely filed, and we have directed an election in the matter.

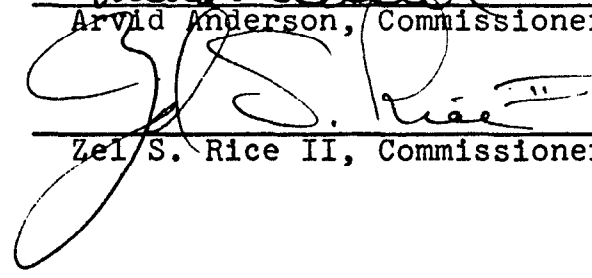
Dated at Madison, Wisconsin, this 29th day of March, 1966.

WISCONSIN EMPLOYMENT RELATIONS BOARD

By


Morris Slavney, Chairman


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