

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

Case III  
No. 11666  
FF-139  
Decision No. 8396

Appearances: Goldberg, Previant and Uelmen, Attorneys at Law, by  
Mr. Gerry M. Miller, for the Petitioner.  
Mr. John D. Olson, City Attorney, for the Municipal  
Employer.

FINDINGS OF FACT, CONCLUSIONS OF LAW,  
CERTIFICATION OF RESULTS OF INVESTIGATION, AND  
ORDER INITIATING FACT FINDING AND APPOINTING FACT FINDER

Chauffeurs, Teamsters, Warehousemen & Helpers Union Local No. 446 having filed a petition with the Wisconsin Employment Relations Commission to initiate fact finding pursuant to Section 111.70 of the Wisconsin Statutes on behalf of certain employes of the Police Department in the City of Medford, Wisconsin, alleging that the City of Medford refused to meet and negotiate in good faith at reasonable times in a bona fide effort to arrive at a settlement; and on October 11, 1967, the Commission, by Robert M. McCormick, Examiner, having conducted a hearing on the fact finding petition at Medford, Wisconsin; and the Commission having considered the evidence and arguments of counsel, and being fully advised in the premises, makes and files the following Findings of Fact, Conclusions of Law, Certification of Results of Investigation, and Order Initiating Fact Finding and Appointing Fact Finder.

## FINDINGS OF FACT

1. That Chauffeurs, Teamsters, Warehousemen & Helpers Union Local 446, affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the Petitioner, is a labor organization generally representing, and having among its membership, employees employed by employers engaged in private industry located in central Wisconsin; and that the Petitioner has its offices at 320 South Third Avenue, Wausau, Wisconsin.

2. That the City of Medford, hereinafter referred to as the Municipal Employer, is a city located in the State of Wisconsin, and has its offices at the City Hall, Medford, Wisconsin.

3. That in August 1966, after a majority of the non-supervisory employees employed in the Police Department of the Municipal Employer had designated the Petitioner as their exclusive bargaining representative to seek changes or improvements in their wages, hours and working conditions, representatives of the Municipal Employer and the Petitioner engaged in conferences and negotiations with respect to such desired changes or improvements; that the representatives of the parties, after they had reached agreement with respect thereto, executed a collective bargaining agreement, which by its terms became effective on October 1, 1966, and was to continue in full force and effect until at least September 30, 1967, and that said agreement contained among its terms the following material herein:

"THIS AGREEMENT having been made and entered into between the City of Medford and Chauffeurs, Teamsters, Warehousemen and Helpers Local Union Number 446 affiliated with the I.B. of T.C.W. & H. of A. hereafter referred to as the "Union" for the purpose of maintaining harmonious relations and to maintain a uniform minimum scale of wage, hours, and working conditions among the employee's, members of the Union and the City of Medford and to facilitate a peaceful adjustment of all grievances and disputes which may arise between the employer and the Union."

#### "ARTICLE 1 RECOGNITION

Section 1. The City of Medford, the Employer recognizes the Union as the sole and exclusive bargaining agency and petitioner for all its employees in the Police Department, excluding the Chief of Police and temporary and auxiliary police officers, for the period covered by this contract."

#### "ARTICLE 7 EQUIPMENT

Section 1. No employee shall be required to take out equipment that is not safe, mechanically sound, and properly equipped to conform with all city, state and federal regulations."

#### "ARTICLE 17 EXTRA DUTY

Section 1. Off duty officers shall be given first preference to perform extra police duties."

#### "ARTICLE 20 HOURS

Section 1. Scheduling of Police Officers hours shall continue in the present manner, however, each Officer shall be scheduled for as nearly as 45 hour work week as possible to be spread over not less than 5 or more than 6 consecutive days, and at the completion of that work week shall receive 2 consecutive days off duty."

"ARTICLE 21    TERMS OF AGREEMENT

THIS AGREEMENT shall become effective October 1, 1966, and shall continue in full force and effect up to and including September 30, 1967, and will continue thereafter from year to year unless either party gives a written notice to the other of its desire to terminate, amend, alter, modify or add to the Agreement at least sixty (60) days prior to the aforementioned expiration date or sixty (60) days prior to any subsequent anniversary date."

4. That at least sixty days prior to September 30, 1967, more specifically, on July 25, 1967, the Petitioner, by certified letter over the signature of its President, to the President of the Police and Fire Commission of the Municipal Employer, advised that the Petitioner desired to negotiate changes or revisions in the collective bargaining agreement, specifically, those provisions involving wages, hours and working conditions, and further in said letter the Petitioner indicated that it would meet at any time convenient for the purpose of engaging in such negotiations; that on August 1, 1967, in reply to the aforementioned request, the Municipal Employer, by letter over the signature of the President of the Police and Fire Commission, advised the Petitioner that the representatives of the Municipal Employer would attempt, on August 8, during a meeting of the Police and Fire Commission, to set a date for negotiations regarding the wages, hours and working conditions of its employees in the Police Department, and further suggested a meeting for "early September".

5. That on August 18, 1967, the President of the Petitioner telephonically advised the President of the Police and Fire Commission of existing complaints from police officers regarding unsafe working conditions; that on the same date the President of the Police and Fire Commission directed a letter to the Petitioner requesting the Petitioner to set forth in detail the complaints telephonically related to him; and that on August 21, 1967, the Petitioner, by letter over the President's signature, enumerated the complaints, which protested as to the condition of the brakes and lights on the squad car, the scheduling of officers on a four-day week in alleged violation of Article 20 of the existing collective bargaining agreement, and an alleged violation of Article 17 with respect to the alleged denial of extra duty.

6. That also on August 21, 1967, the Petitioner, by its President, sent the following letter to the President of the Police and Fire Commission:

"Local 446 has been designated and authorized by a majority of the police officers to petition the governing body for changes and improvements in their wages, hours and terms and conditions of employment. A copy of our authorization and designation by the police officers of the City of Medford is enclosed.

"Please advise as to whether the governing body of their municipal employer is willing to recognize Local 446, as said representation and, if so, as to your availability for a meeting to commence negotiations."

7. That accompanying the aforementioned letter was the following "Petition and Authorization" dated August 17, 1967, and executed by three police officers in the Police Department of the Municipal Employer, addressed to the Police and Fire Commission, the Mayor and City Clerk of the Municipal Employer:

"The undersigned, being a majority of the members of the Department of Police of the City of Medford, excluding the Chief of Police, temporary and auxiliary police officers, hereby petition the governing body for changes and improvements in their wages, hours and working conditions.

"Further, the undersigned designate Chauffeurs, Teamsters, Warehousemen and Helpers Local Union No. 446 to act as their exclusive representative for the purpose of negotiating the aforesaid changes and improvements and authorize Local 446 to perform on their behalf all acts necessary and proper under Section 111.70 of the Wisconsin Statutes to secure and embody such changes and improvements in a written agreement."

8. That on August 22, 1967, at the request of the Chief of Police, police officers attended a meeting at the City Hall of the Municipal Employer, which meeting was also attended by members of the Police and Fire Commission and the City Attorney; that at said meeting the President of the Police and Fire Commission advised the police officers present that the Municipal Employer was not required to negotiate with the Petitioner as a result of a decision of the Wisconsin Supreme Court, and that it was the view of the Municipal Employer that the existing collective bargaining agreement was not legal and that there could be no pending grievances because of the illegal agreement; and that on or about August 22, 1967, representatives of the Municipal Employer informed the police officers in its employ that the Municipal Employer was willing to meet and negotiate with the police officers without outside representation; and that on September 1, 1967, the President of the Police and Fire Commission sent the following communication to the President of the Petitioner:

"This is to acknowledge your letter of August 21, 1967, and the accompanying petition.

"The Medford Police and Fire Commission stands ready and willing to meet with the members of the Medford Police Department to negotiate wages, hours and working conditions.

"Further, we are willing to recognize your union as the proper representative of the Medford Police Officers, for purposes of fact-finding.

"We will not recognize your union for purposes of bargaining for these employees."

9. That since July 25, 1967, and continuing at all times thereafter, the Municipal Employer and its representatives have failed and refused to recognize and meet with officers of the Petitioner, as the designated bargaining representative of the police officers in the employ of its Police Department, for the purpose of conferences and negotiations with respect to alleged violations of the collective bargaining agreement which existed between the parties at least from October 1, 1966, through September 30, 1967, and also with respect to wages, hours and working conditions which would affect said employees after September 30, 1967.

10. That the Municipal Employer has not established any local fact finding ordinance.

Upon the basis of the above and foregoing Findings of Fact the Commission makes the following

#### CONCLUSIONS OF LAW

1. That Chauffeurs, Teamsters, Warehousemen & Helpers Union Local No. 446, affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, as the designated representative of a majority of the members of the Police Department of the City of Medford, is a representative within the meaning of Section 111.70(4)(j), Wisconsin Statutes, and as such, has the right to engage in conferences and negotiations with the City of Medford in respect to changes and improvements in wages, hours and working conditions of its police officers and with respect to the processing of grievances arising from the established conditions of employment of said police officers.

2. That, since the City of Medford and its representatives have refused to recognize, meet and confer and negotiate with Chauffeurs, Teamsters, Warehousemen and Helpers Union, Local No. 446, affiliated

with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, as the representative of a majority of the police officers employed in its Police Department, on wages, hours and conditions of employment, in good faith at reasonable times in a bona fide effort to arrive at a settlement with respect thereto, the conditions for fact finding exist within the meaning of Section 111.70(4)(e), Wisconsin Statutes.

Upon the basis of the above and foregoing Findings of Fact, and Conclusions of Law, the Commission makes and issues the following

CERTIFICATION AND ORDER

IT IS HEREBY CERTIFIED that the conditions precedent to the initiation of fact finding as required by Section 111.70(4)(e) of the Wisconsin Statutes have been met.

NOW, THEREFORE, it is


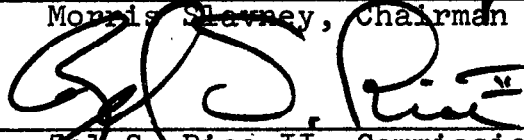
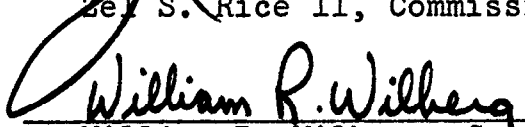
ORDERED

1. That fact finding be initiated for the purpose of recommending a solution to the dispute.

2. That Gordon Haferbecker of Stevens Point, Wisconsin, is hereby appointed as fact finder to proceed forthwith in said matter pursuant to Section 111.70(4)(g) of the Wisconsin Statutes.

Given under our hands and seal at the  
City of Madison, Wisconsin, this 8th  
day of February, 1968.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By   
Morris Slavney, Chairman  
  
Zel S. Rice II, Commissioner  
  
William R. Wilberg, Commissioner

STATE OF WISCONSIN  
BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

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In the Matter of the Petition of

CHAUFFEURS, TEAMSTERS, WAREHOUSEMEN  
& HELPERS UNION LOCAL NO. 446

To Initiate Fact Finding Between  
Said Petitioner and

CITY OF MEDFORD (POLICE COMMISSION)  
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Case III  
No. 11666  
FF-139  
Decision No. 8396

MEMORANDUM ACCOMPANYING FINDINGS OF FACT, CONCLUSIONS OF LAW,  
CERTIFICATION OF RESULTS OF INVESTIGATION, AND  
ORDER INITIATING FACT FINDING, AND APPOINTING FACT FINDER

In the instant proceeding a petition to initiate fact finding was filed by the Union, alleging that the City has failed and refused to meet and negotiate with the Union as the representative of the police officers in its Police Department at reasonable times in a bona fide effort to arrive at a settlement with respect to wages, hours, and working conditions of said officers.

The City would have the Commission dismiss the fact finding petition, contending that the conditions for fact finding set forth in Section 111.70, Wisconsin Statutes, do not exist. There is no dispute with respect to the facts giving rise to the petition. The City argues that it is prohibited from recognizing or negotiating with the Union as the representative of the police officers with respect to their wages, hours and conditions of employment as a result of the decision issued by the Wisconsin Supreme Court in the matter of Greenfield v. Local 1127. The City argues that in accordance with said decision, the Union only has the right to represent the police officers in fact finding, and that, therefore, the Union has no standing until the conditions precedent to fact finding have been met. In that regard, the City argues that it has offered to meet and negotiate with the police officers themselves, and that no such request to negotiate has ever been received from the police officers.

The City further argues that since the police officers have refused to accept its invitation to engage in negotiations, it cannot be deemed to have refused to negotiate in good faith within the meaning of Section 111.70(4)(e), Wisconsin Statutes.

The Commission was confronted with a similar issue involving the City of Greenfield. Local 1127, District Council 48, AFSCME, AFL-CIO, hereinafter referred to as Local 1127, which admitted to its membership employees other than police officers, filed a petition with the Commission requesting the initiation of fact finding proceedings on the basis that Greenfield had failed and refused to meet and negotiate at reasonable times with Local 1127 in a bona fide effort to arrive at a settlement with respect to wages, hours and working conditions of police officers in the employ of Greenfield. Greenfield had previously advised Local 1127 that it would neither recognize it as a representative of its police officers nor negotiate with it, claiming that it had a right to refuse to do so since Section 111.70 prohibits members of a police department from joining labor organizations which generally represented municipal employees other than police officers. After the Commission had set hearing on Local 1127's petition, Greenfield commenced an action in the Milwaukee County Circuit Court seeking an order restraining the Commission from proceeding thereon. In the restraining action, the Milwaukee County Circuit Court denied the petition to restrain the Commission, and the Commission proceeded thereafter to process Local 1127's fact finding petition. On August 13, 1965, the Commission issued Findings of Fact, Conclusions of Law, Certification of Results of Investigation and Order Appointing Fact Finder in the matter.<sup>1/</sup> In its decision the Commission concluded that the conditions for fact finding existed and designated the fact finder. In the Memorandum accompanying its decision, the Commission stated as follows:

"There is no provision in Section 111.70 which prohibits or limits members of a police department from joining or designating any type of employee organization as their designated representative to meet with their municipal employer on questions of wages, hours and conditions of employment. While the Statute does not explicitly protect the rights of police officers to join or not to join any organization, there is no limitation on their right to designate either an individual or any organization as their representative for the purposes of fact finding. The language of the statute permits the police officers to designate as their representative one of the petitioners "or otherwise". The statutory language is explicitly clear and the only limitation attached to the right of police officers to proceed to fact finding is that their representative must be designated by a majority of the officers involved and the statute leaves them entirely free to choose their own representative."

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<sup>1/</sup> Decision No. 7252.



Following the issuance of the Commission's decision, Honorable Elmer W. Roller, of the Milwaukee County Circuit Court, who had been asked to issue a declaratory judgment with respect to the application of Section 111.70 to police personnel, issued his decision on June 14, 1966, and therein described the nature of the action before him as follows:

"This is an action for declaratory judgment, under section 269.56 Stats., declaring the rights and status of the parties herein under the provisions of section 111.70 Stats., declaring that the police personnel of the City of Greenfield cannot be and are not represented by Local 1127, a chartered labor union affiliated with District Council 48 of the American Federation of State, County and Municipal Employees, AFL-CIO, in bargaining for wages, hours and working conditions with the City of Greenfield and that the Wisconsin Employment Relations Board has no jurisdiction to hold any hearings or issue any orders on any petitions filed by said defendant, Local 1127."

In his decision Judge Roller included a comprehensive discussion of the issues, the arguments of counsel and the rationale with respect to his decision. That portion of the decision material to the issue in the instant proceeding was stated as follows:

"The WERB urges that the legislature in enacting subsection (4)(j) could hardly have used broader language to express an intent to give policemen an unlimited choice of representatives. To construe the words "or otherwise" as words of limitation to prohibit policemen from choosing a labor organization as their representative would be, WERB maintains, a distortion of the plain language of the statute. The rationale behind the language of the statute "a representative which may be one of the petitioners or otherwise", the board asserts, is to insure the right of the majority to select one of their number as representative in the proceeding if they desire to adopt such procedure, which is the unusual procedure in labor negotiations; the statute provides that policemen may choose any representative they desire, even one of themselves, but if they do not desire to follow such procedure they may select representatives as are commonly used for labor negotiations. This view of the statute accords with that of the co-defendant and with the decision of the court."<sup>2/</sup>

In his judgment rendered in the decision, Judge Roller affirmed the Commission's order that Greenfield proceed to fact finding. The Circuit Court decision in Greenfield was appealed to the Wisconsin Supreme Court. In the preface of its decision, in reviewing the proceedings held before the Commission and the Circuit Court, the Supreme Court stated as follows:

"A hearing was held before the WERB on August 6, 1965, to determine whether a fact finder should be appointed. At the hearing the city of Greenfield contended that it had a right to refuse to negotiate and to meet with the designated representative of the police force because sec. 111.70, Stats.,

<sup>2/</sup>

The proceeding before Judge Roller also involved the issue of whether the Greenfield Police Chief could validly issue an order prohibiting police officers from becoming members of AFSCME. That issue is not involved in the instant proceeding.

prohibits members of a police department from joining a labor organization which generally represents municipal employees other than police officers. The WERB concluded that the police officers could be represented by Local 1127 and ordered fact finding as required by sec. 111.70(4)(e).

"On July 27, 1965, the City of Greenfield commenced this action for a declaratory judgment pursuant to Sec. 269.56, Stats. In the city's complaint, the city asked the court to declare that Greenfield's police personnel could not be represented by Local 1127 in bargaining for wage, hour, and working conditions and that the WERB has no jurisdiction to hold any hearings. Local 1127 counterclaimed asking for a declaratory judgment that the order of Police Chief Howard Whalen be declared null and void and that the city of Greenfield and its representatives and agents be permanently restrained from interfering with the selection of a representative for fact finding proceedings. The facts were stipulated by the parties.

"The trial court found that Local 1127 was a representative within the meaning of sec. 111.70(4)(j), Stats., and had been selected by a majority of police personnel of the city of Greenfield to represent them for purposes of fact finding. It also concluded that Police Chief Whalen's order was inconsistent with sec. 111.70(4)(j), and was therefore null and void. The city's complaint was dismissed and the city or its representatives enjoined from disciplining any member of the police department of the city of Greenfield for selecting, authorizing, or designating Local 1127 as its representative for the purpose of negotiating. The city appeals."<sup>3/</sup>

The Supreme Court affirmed Judge Roller's decision with respect to the determination that a labor organization admitting other employees to membership could properly represent police officers as follows:

"Under sec. 111.70(4)(j), Stats., policemen seeking fact finding are entitled to designate 'a representative which may be one of the petitioners or otherwise.' The language 'or otherwise' is broad. It is ambiguous. We conclude that, in view of the entire purpose of the fact-finding legislation, a broad construction should be given to the language, entitling the policemen to designate a labor union affiliated with a national labor organization as their representative in fact finding. Such a construction is consistent with our construction that an organization, such as a labor union, was intended by the legislative language; if an individual were intended the legislature would have said 'a representative who.'"<sup>4/</sup>

The Supreme Court reversed that portion of the decision relating to the right of a police officer to join such organization, and with respect to the validity of Greenfield's rule prohibiting such membership. Such determination was stated as follows:

"Thus we conclude that although the policemen did have the right to designate the respondent union as their fact finding representative, the individual policemen did not enjoy the right to join that union. Therefore, the judgment of the trial court, although correct in concluding that the policemen had the right

<sup>3/</sup> 35 Wis. (2d) 175, 178.

<sup>4/</sup> Id., p. 183

to designate the union as their fact finding representative, was incorrect in voiding the police chief's order commanding that the members of his department refrain from in any way affiliating by reason of membership with an international labor organization."<sup>5/</sup>

Here the Union basically contends that, as the designated representative of a majority of the police officers, it may properly participate, as such representative, in negotiations and conferences with the City on wages, hours and conditions of employment of said police officers, and in that regard become a party to a valid collective bargaining agreement, embodying terms with respect to such employment, including representing such police officers in the processing of grievances arising under the collective bargaining agreement providing for same, as well as negotiating the terms affecting changed conditions of employment. It argues that the City's interpretation of the Supreme Court's decision in Greenfield goes beyond the intent contemplated by the Court, since the Court indicated that a broad construction should be given to Section 111.70(4)(j).

The statutory provisions pertinent to the issue are as follows:

"(e) Fact finding. Fact finding may be initiated in the following circumstances: 1. If after a reasonable period of negotiation the parties are deadlocked, either party or the parties jointly may initiate fact finding; 2. Where an employer or union fails or refuses to meet and negotiate in good faith at reasonable times in a bona fide effort to arrive at a settlement."

"(g) Same. The fact finder may establish dates and place of hearings which shall be where feasible in the jurisdiction of the municipality involved, and shall conduct said hearings pursuant to rules established by the board. Upon request, the board shall issue subpoenas for hearings conducted by the fact finder. The fact finder may administer oaths. Upon completion of the hearings, the fact finder shall make written findings of fact and recommendations for solution of the dispute and shall cause the same to be served on the municipal employer and the union.

"(h) Parties. 1. Proceedings to prevent prohibitive practices. Any labor organization or any individual affected by prohibited practices herein is a proper party to proceedings by the board to prevent such practice under this subchapter.

"2. Fact finding cases. Only labor unions which have been certified as representative of the employees in the collective bargaining unit or which the employer has recognized as the representative of said employees shall be proper parties in initiating fact finding proceedings. Cost of fact finding proceedings shall be divided equally between said labor organization and the employer."

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<sup>5/</sup> Id., p. 184

"(j) Personnel relations in law enforcement. In any case in which a majority of the members of a police or sheriff or county traffic officer department shall petition the governing body for changes or improvements in the wages, hours or working conditions and designates a representative which may be one of the petitioners or otherwise, the procedures in pars. (e) to (g) shall apply. Such representative may be required by the board to post a cash bond in an amount determined by the board to guarantee payment of one-half of the costs of fact finding."

To adopt the City's contention that the Supreme Court's decision in Greenfield limited the participation of the Union to represent the police officers only in the formal fact finding proceeding would not effectuate the purpose and policy of the Act with respect to the limited rights granted to police, sheriffs' deputies and county traffic officers employed by various municipalities and counties in this State. Section 111.70(4)(j) contains no limitation as to when a labor organization, which also represents other employes, may commence to act as the representative of police officers. The language of the statute infers that the designation of such a representative may occur simultaneously at such time as the police officers petition the City for changes and improvements in their wages, hours and working conditions. The statute does not indicate that such designation is conditioned on the occurrence of the circumstances leading to fact finding as set forth in Section 111.70(4)(e). To limit the participation of a union, which generally represents other employes, to represent police officers only in initiating and participating in the fact finding proceeding would be contrary to the intention and purpose of the statute with respect to the rights granted to police officers in attempting to meet and negotiate in good faith with their employer at reasonable times in a bona fide effort to arrive at a settlement with regard to their negotiations concerning their wages, hours and working conditions, and thus, to eliminate the need for a fact finding proceeding. We conclude that the participation of a "representative" designated by the police officers may occur in the drafting of, and the submission of, a petition "requesting changes or improvements in the wages, hours or working conditions", as well as representing police officers at the "bargaining table" in an effort to arrive at a resolution of the matters being negotiated, and thus to avoid a deadlock, which might lead to fact finding.

Many fact finders have recommended that the parties return to the bargaining table with respect to various issues which were submitted to the fact finder for his recommendation. On occasion they have

recommended that the representatives of the parties establish a study committee to review the particular area of disagreement in an attempt to reach a resolution of the issue. Assuming that in the instant matter the police officers themselves engaged in negotiations with the City and were unable to consummate an agreement on the issues, and determined to proceed to fact finding, in light of its position, the City would deem it proper that the police officers then designate the Union as their representative for the purpose of fact finding. Assume that the fact finder would recommend that the parties return to the bargaining table with respect to some of the issues. The City, if its position were consistent, must conclude that the police officers are not entitled to have the Union present at the bargaining table. This would be an absurd situation. The primary purpose of the statute is not to encourage fact finding but to encourage the resolution of disputes through collective bargaining. We can understand the desire of the police officers to have experienced representation in their collective bargaining with the City. The use of experienced negotiators in public, as well as private, employment bargaining eliminates many of the problems which may arise in the "bargaining process" which are not directly involved with substantive bargaining issues, and thus, at least eliminate deadlocks with respect to those matters.

Neither the Circuit Court nor the Supreme Court decisions in Greenfield overruled the Commission's ruling with respect to the Commission's conclusion that there was no provision in Sec. 111.70 which prohibited members of the police department from "designating any type of employe organization as their designated representative to meet with their municipal employer on questions of wages, hours and conditions of employment," and both courts sustained the Commission's determination that in Greenfield the grounds for fact finding existed in that Greenfield "refused to meet and negotiate with the representative designated by the non-supervisory employes of the Police Department..."

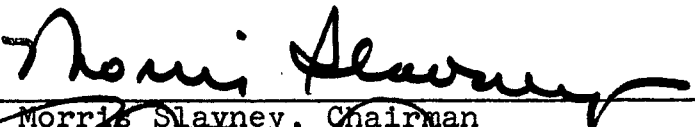
That portion of the Supreme Court's decision in Greenfield upholding the Police Chief's order forbidding officer membership in an affiliated labor organization, and that such an order was not in contravention of any rights granted to police officers under the statute, does not establish the right of the City herein to void the collective bargaining agreement it had executed with the Union. The collective bargaining agreement is valid, and as a proper representative of the police officers, the Union has a right to confer and negotiate with the City on alleged violations of that agreement.

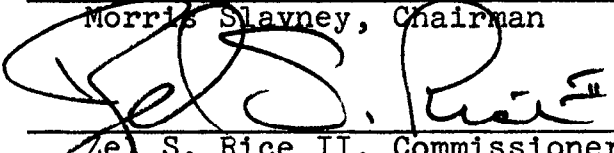
Since the City has refused to meet and negotiate with the Union on either the grievances arising under the established collective bargaining agreement or the negotiations on a new agreement, one of the conditions for fact finding exists, and that is that the City has failed and refused to meet and negotiate in good faith with a proper representative of its police officers at reasonable times in a bona fide effort to arrive at a settlement.

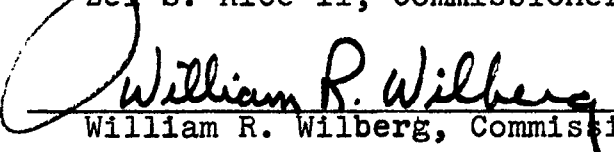
Dated at Madison, Wisconsin, this 8th day of February, 1968.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By

  
Morris Slavney, Chairman

  
Zel S. Rice II, Commissioner

  
William R. Wilberg, Commissioner