STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

In the Matter of the Petition of GENERAL DRIVERS, DAIRY EMPLOYEES AND HELPERS, LOCAL 579, AFFILIATED INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA Involving Certain Employes of GREEN COUNTY (COURTHOUSE)	Case XII No. 14223 ME-602 Decision No. 10086-C
In the Matter of the Petition of GENERAL DRIVERS, DAIRY EMPLOYEES AND HELPERS, LOCAL 579, AFFILIATED INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA Involving Certain Employes of GREEN COUNTY (AGRICULTURAL DEPARTMENT)	Case XIII No. 14232 ME-603 Decision No. 10087-C
GENERAL DRIVERS, DAIRY EMPLOYEES AND HELPERS, LOCAL 579, AFFILIATED INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, Complainant, vs. GREEN COUNTY, Respondent.	Case XV No. 14432 MP-91 Decision No. 10166-B

Appearances:
Goldberg, Previant & Uelmen, Attorneys at Law, by Mr. Alan M. Levy, appearing on behalf of the Union.
Mr. Joseph D. Viney, Corporation Counsel, Green County, Wisconsin, appearing on behalf of the Municipal Employer.

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

Objections to the conduct of the elections and complaint of prohibited practices having been filed with the Wisconsin Employment Relations Commission in the above-entitled matters, and the Commission having appointed Marvin L. Schurke, a member of the Commission's staff, to act

as Examiner and to make and issue Findings of Fact, Conclusions of Law and Order as provided in Section 111.07(5) of the Wisconsin Employment Peace Act; and on February 15, 1971, the Commission having issued an Order consolidating the matters for hearing; 1/ and hearing on said matters having been held at Monroe, Wisconsin, on March 4, 1971, before the Examiner; and the Examiner having considered the evidence, arguments and being fully advised in the premises makes and files the following Findings of Fact, Conclusions of Law and Order.

FINDINGS OF FACT

1. That General Drivers, Dairy Employees and Helpers, Local 579, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the Complainant, is a labor organization having its principal offices at 2214 Center Avenue, P.O. Box 817, Janesville, Wisconsin.

2. That Green County, hereinafter referred to as the Respondent, is a Municipal Employer having its principal offices at the Green County Courthouse, Monroe, Wisconsin.

3. That on or about October 1, 1970 the Respondent hired Dianne L. Allen for the position of Deputy Clerk in the Veterans' Service Office operated by the Respondent at the Green County Courthouse; that Dianne L. Allen was chosen by the Respondent from a group of eight applicants for such position on the basis of written application and personal interview; that at the time she was hired, Dianne L. Allen was advised by the Respondent that she would be a probationary employe during the first six months of her employment and during such period would be subject to discharge at the discretion of the Respondent; and that while employed by the Respondent Dianne L. Allen was under the immediate supervision of Wilbur E. Deininger.

4. That on or about November 13, 1970 applications for membership in the Complainant were solicited among certain employes of the Respondent employed in the Green County Courthouse; that nine such employes signed documents on November 13, 1970 designating the Complainant as their representative for the purposes of collective bargaining; that Dianne L. Allen was among the employes who signed such documents; and that on the same day Dianne L. Allen advised Wilbur E. Deininger that she had become a member of the Complainant.

5. That on November 13, 1970 the Complainant, by Leonard Schoonover, its Business Representative, sent the following letter to the Respondent:

"

November 13, 1970

Mr. Ray Kundert
Green County Clerk
Green County Court House
Monroe, Wisconsin 53566

1/ The decisions in Case XII, No. 14223, ME-602 and in Case XIII, No. 14232, ME-603 as to whether the objections to the conduct of the elections are either moot or meritorious are for the determination of the Commission in separate Orders or Directions of Election.

Dear Sir:

Teamsters Local 579 has been authorized by a majority of your employees to represent them for purposes of collective bargaining on wages, hours and working conditions in the following unit:

'All employees employed by the Green County Court House at its premises located at Monroe, Wisconsin, excluding guards and supervisors as defined in the Act.'

We hereby offer to submit the authorization cards signed by your employees to an impartial person for examination and count.

Any discrimination or reprisals directed against these employees will cause this Local Union to engage in all legal and economic recourse to protect their right guaranteed by Federal (sic) law to join this labor organization.

We hereby request that your company (sic) recognize this Local Union as the exclusive representative of the employees as authorized and that negotiations on the terms and conditions of a collective bargaining agreement commence at the earliest possible date. We suggest that the first meeting be held in the offices of the Local Union located at 2214 Center Avenue, Janesville, Wisconsin on the 23rd day of November, 1970, at 10:00 A.M. If the time, place or date are inconvenient for you, please telephone the undersigned and mutually convenient arrangements will be made.

Yours vert (sic) truly,

GENERAL DRIVERS LOCAL 579

Leonard Schoonover
Business Representative

cc Joseph Viney, Esq.
Mr. C. S. Pierce"

6. That on November 17, 1970 the Complainant filed a petition with the Wisconsin Employment Relations Commission requesting the Commission to conduct an election among all employes of the Green County Courthouse, excluding guards and supervisors, to determine whether said employes desired to be represented by the Complainant for the purposes of collective bargaining with the Respondent.

7. That on or about November 18, 1970 applications for membership in the Complainant were solicited among certain employes of the Respondent employed in its Agricultural Department; that three of such employes signed documents on November 18, 1970 designating the Complainant as their representative for the purposes of collective bargaining; that on November 19, 1970 the Complainant, by Leonard Schoonover, its Business Representative, sent a letter to the Respondent demanding that the Respondent recognize the Complainant as the exclusive collective bargaining representative of all employes employed by the Green County Agricultural Department at its premises located at Monroe, Wisconsin, excluding guards and supervisors; and that on November 20, 1970 the Complainant filed a petition with the Wisconsin Employment Relations Commission requesting the Commission to conduct an election among all employes of the

Green County Agricultural Department, excluding guards and supervisors, to determine whether said employes desired to be represented by the Complainant for the purposes of collective bargaining with the Respondent.

8. That on November 19, 1970 the Green County Board of Supervisors met in a public meeting; that during the course of such meeting a resolution was adopted to increase the monthly salary of the Juvenile Court Worker employed by the Respondent, from $625.00 to $700.00, effective January 1, 1971; that during the course of such meeting a discussion was held concerning the wages and hours of certain employes of the Respondent; that a true and correct copy of the Proceedings of the County Board of Supervisors of Green County, Wisconsin on their meeting of November 19, 1970 was published in the Monroe Evening Times on Saturday, December 5, 1970; that such Proceedings contain the following statement:

> "A discussion was had about the 40 hour week for courthouse, highway, etc. workers. They are now working 37-1/2 hours. If the work-week is increased to 40 hours a week the workers will be compensated for the extra hours by an increase in pay plus their raise.";

and that, when viewed in the context of the concerted activities among employes of the Respondent, such actions and statements intended to, and did, contain expressed and implied promises of improved wages to the employes if they would forego their activity in and on behalf of the Complainant.

9. That pursuant to Notice issued on November 30, 1970, a hearing was held at Monroe, Wisconsin on December 14, 1970, before a Hearing Officer of the Wisconsin Employment Relations Commission, on the petitions filed by the Complainant on November 17, 1970 2/ and November 20, 1970; 3/ that during the course of said hearing the Complainant and the Respondent agreed to the units appropriate for collective bargaining and to the employes eligible to vote in said units; and that on December 30, 1970 the Commission directed that elections be conducted in such bargaining units for the purpose of determining whether or not a majority of the employes in such bargaining units desired to be represented by the Complainant for the purposes of conferences and negotiations with the Respondent on questions of wages, hours and conditions of employment. 4/

10. That the position of Deputy Clerk in the Green County Veterans' Service Office was included in the bargaining unit consisting of employes of the Green County Courthouse and Dianne L. Allen was on the list of eligible voters; and that the position of Juvenile Court Worker was included in the bargaining unit consisting of employes of the Green County Courthouse and John H. Walter was on the list of eligible voters.

2/ Case XII, No. 14223, ME-602

3/ Case XIII, No. 14232, ME-603

4/ In Decision No. 10086 (Case XII) the Commission directed that an election be conducted in the bargaining unit consisting of all full time employes of the Green County Courthouse, excluding confidential, part time, professional and supervisory employes. In Decision No. 10087 (Case XIII) the Commission directed that an election be conducted in the bargaining unit consisting of all full time employes of the Green County Agricultural Department, excluding confidential, part time, professional and supervisory employes.

11. That on or about December 29, 1970 the Respondent conducted a meeting among employes eligible to vote in such elections; that during the course of such meeting the Corporation Counsel of the Respondent made statements concerning the status which would be assumed by the Complainant as the exclusive representative of all employes in the designated bargaining units, in the event that a majority of such employes voted in favor of the Complainant in the election to be conducted by the Commission; and that the Complainant failed to show by a preponderance of the credible evidence that the Respondent's statements concerning the status of an exclusive collective bargaining representative tended to mislead the employes to such an extent as to interfere with, restrain or coerce them in the exercise of their rights.

12. That on Friday, January 22, 1971, Wilbur E. Deininger advised Dianne L. Allen that she was discharged effective on the same date, giving as reasons for such action that she had applied for another job and had concerned herself with conscientious objectors; that Deininger advised Allen that the decision to discharge her had been made by representatives of the Respondent other than himself and had been communicated to him by the Chairman of the Veterans' Service Committee of the Respondent; that on the same date Allen requested and obtained from the Corporation Counsel of the Respondent oral confirmation that the reasons given her by Deininger for her discharge were the only reasons for such action; that on the same date Allen requested from the Corporation Counsel of the Respondent written confirmation of the reasons given her for her discharge; that subsequently Allen received a letter signed by Deininger and the Chairman of the Veterans' Service Committee of the Respondent stating that her services were terminated but giving no reasons for such action; that at no time on or after January 22, 1971 did the Respondent or anyone acting on its behalf advise Allen in writing of any reasons for her discharge.

13. That on January 22, 1971, Dianne L. Allen was the only probationary employe among the employes eligible to vote in the elections; that there is no evidence that the alleged conduct asserted as the reasons for the discharge of Allen was proximate in time to the decision to discharge her or to the date of her discharge; that Allen had not applied for employment with any other employer; that Allen had applied to an educational institution for admission as a student but had received no indication as to whether or not she had been accepted; that on one occasion a member of the public inquired at the Veterans' Service Office concerning certain matters within the function of the Selective Service System and was referred by Allen to the Selective Service System for the information sought; that such activities were not discussed with Dianne Allen prior to the date of her discharge by any person acting on behalf of the Respondent; and that Dianne Allen had received no warning concerning the quality of her work or other matters tending to affect the satisfactory completion of her probationary period.

14. That on Wednesday, January 27, 1971, the Commission held representation elections among employes in the aforementioned bargaining units, with the following numerical results:

COURTHOUSE UNIT	Representation Vote
1. ELIGIBLE TO VOTE	13
2. BALLOTS CAST	13
3. BALLOTS CHALLENGED	1
4. BALLOTS VOID	0
5. BALLOTS BLANK	1
6. VALID BALLOTS COUNTED (Total ballots cast minus challenged ballots, void ballots and blank ballots)	11

7.	"YES" BALLOTS	4
8.	"NO" BALLOTS	7

AGRICULTURAL DEPARTMENT UNIT

1.	ELIGIBLE TO VOTE	2
2.	BALLOTS CAST	2
3.	BALLOTS CHALLENGED	0
4.	BALLOTS VOID	0
5.	BALLOTS BLANK	0
6.	VALID BALLOTS COUNTED (Total ballots cast minus challenged ballots, void ballots and blank ballots)	2
7.	"YES" BALLOTS	0
8.	"NO" BALLOTS	2

15. That subsequent to the election, on January 28, 1971, Complainant timely filed objections to the conduct of the election in the courthouse unit, maintaining therein that the Respondent had engaged in pre-election conduct affecting the results of the election; and that subsequent to the election, on February 1, 1971, Complainant timely filed objections to the conduct of the election in the Agricultural Department unit, maintaining therein that the Respondent had engaged in pre-election conduct affecting the results of the election.

16. That on or about February 2, 1971 the Corporation Counsel of the Respondent appeared in the office of the County Clerk in connection with the authorizing of pay increases for employes in the bargaining units covered by the election cases; that at such time two employes who had been eligible voters in the Courthouse unit were present; and that at such time the Corporation Counsel of the Respondent stated that if he knew who had voted for the Union they would not get a raise.

17. That the Respondent interfered with, restrained and coerced its employes in the exercise of their right to engage in concerted activity in and on behalf of the Complainant by authorizing a pay raise to an employe and by making implied promises of wage increases to all employes during the period of their concerted activity.

18. That the timing of the discharge of Dianne Allen and the reasons asserted by the Respondent for said discharge were pretexts to conceal the true nature and motivation of the Respondent's action in that regard; that Dianne Allen was discharged in reprisal for her activity and membership in the Complainant; that, by said discharge, the Respondent intended to, and in fact did, interfere with, restrain and coerce its employes in the exercise of their right to engage in concerted activity; and that the activity engaged in by the Respondent with respect to the threats made to employes in the bargaining unit subsequent to the election, were calculated to, and in fact did, interfere with, restrain and coerce its employes in the exercise of their rights to engage in concerted activity in and on behalf of the Complainant.

19. That the Respondent's actions of interference, restraint and coercion as found heretofore, made at such time when the Complainant had been authorized by a majority of the employes in appropriate units to represent them in conferences and negotiations with the Respondent, were engaged in for the purpose of undermining the prestige and authority of the Complainant as the representative of a majority of Respondent's employes, and that Respondent's refusal to recognize Complainant as the exclusive representative of its employes was motivated by a desire to

gain time during which to undermine the Complainant and to dissipate its majority status.

Upon the basis of the above and foregoing Findings of Fact, the Examiner makes the following

CONCLUSIONS OF LAW

1. That the employes of Respondent Green County in the following described unit constitute an appropriate unit within the meaning of Section 111.70 of the Wisconsin Statutes: all full time employes of the Green County Courthouse, excluding confidential, part time, professional and supervisory employes; that the employes of Respondent Green County in the following described unit constitute an appropriate unit within the meaning of Section 111.70 of the Wisconsin Statutes: all full time employes of the Green County Agricultural Department, excluding confidential, part time, professional and supervisory employes; and that since November 18, 1970, and continuing at all times thereafter, Complainant General Drivers, Dairy Employees and Helpers, Local 579, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, has been, and is, the designated majority representative for the employes in each of the petitioned-for units and that as such is the exclusive representative of the employes in said units for the purposes of representing the aforementioned employes in conferences and negotiations with the Respondent within the meaning of Section 111.70 of the Wisconsin Statutes.

2. That Respondent Green County by its officers and agents, by threatening its employes, by authorizing and making expressed and implied promises of pay increases, and by the discharge of one of its employes for her Union activity, interfered with, restrained and coerced its employes in the exercise of their rights under Section 111.70(2) of the Wisconsin Statutes, and accordingly has committed prohibited practices within the meaning of Section 111.70(3)(a)1 and 2 of the Wisconsin Statutes.

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

ORDER

IT IS ORDERED that Respondent Green County, its officers and agents shall immediately

1. Cease and desist from:

   (a) Refusing to recognize General Drivers, Dairy Employees and Helpers, Local 579, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, as the exclusive collective bargaining representative of all full time employes of the Green County Courthouse excluding confidential, part time, professional and supervisory employes, and of all full time employes of the Green County Agricultural Department excluding confidential, part time, professional and supervisory employes.

   (b) Threatening its employes with the loss of benefits enjoyed by them for the purpose of discouraging their activities on behalf of and membership in General Drivers, Dairy Employees and Helpers, Local 579, affiliated with the International Brotherhood of

Teamsters, Chauffeurs, Warehousemen and Helpers of America, or in any other labor organization.

(c) Making express or implied promises to its employes of changes of wages, hours or working conditions to discourage their activities on behalf of and membership in General Drivers, Dairy Employees and Helpers, Local 579, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, or any other labor organization.

(d) Discriminating against its employes in regard to hiring, tenure or other terms or conditions of employment to discourage activities on behalf of or membership in General Drivers, Dairy Employees and Helpers, Local 579, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, or any other labor organization.

2. Take the following affirmative action designed to effectuate the policies of Section 111.70, Wisconsin Statutes:

(a) Recognize General Drivers, Dairy Employees and Helpers, Local 579, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, as the exclusive collective bargaining representative of all full time employes of Green County Courthouse, excluding confidential, part time, professional and supervisory employes and, of all full time employes of the Green County Agricultural Department, excluding confidential, part time, professional and supervisory employes.

(b) Offer to Dianne L. Allen immediate and full reinstatement to her former or a substantially equivalent position, without prejudice to her seniority or other rights and privileges, and make her whole for any loss of pay she may have suffered by reason of the discrimination against her, by payment to her of the sum of money equivalent to that which she would normally have earned as an employe, from the date of her termination to the date of the unconditional offer of reinstatement, less any earnings she may have received during said period, and less the amount of unemployment compensation, if any, received by her during said period, and in the event that she received unemployment compensation benefits reimburse the Unemployment Compensation Division of the Wisconsin Department of Industry, Labor and Human Relations in such amount.

(c) Notify all of its employes by posting in conspicuous places on its premises, where notice to all its employes are usually posted, a copy of the notice attached hereto and marked Apprendix "A". Such copy shall be signed by the chairman of the Green County Board of Supervisors, and shall be posted immediately upon receipt of a copy of this Order, and shall remain posted for thirty (30) days after its initial posting. Reasonable steps shall be taken by the Chairman of the Green County Board of Supervisors to

insure that said notices are not altered, defaced or covered by other materials.

(d) Notify the Wisconsin Employment Relations Commission, in writing, within twenty (20) days from the date of the receipt of this Order of what steps have been taken to comply herewith.

Dated at Madison, Wisconsin, this 9th day of July, 1971.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By Marvin L. Schurke
Marvin L. Schurke, Examiner

APPENDIX "A"

NOTICE TO ALL EMPLOYES

Pursuant to an Order of an Examiner of the Wisconsin Employment Relations Commission and in order to effectuate the policies of Section 111.70 of the Wisconsin Statutes, we hereby notify our employes that:

1. WE WILL recognize General Drivers, Dairy Employees and Helpers, Local 579, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America as the exclusive collective bargaining representative of all full time employes of the Green County Courthouse excluding confidential, part time, professional and supervisory employes and as the exclusive collective bargaining representative of all full time employes of the Green County Agricultural Department excluding confidential, part time, professional and supervisory employes.

2. WE WILL NOT threaten employes with loss of benefits enjoyed by them for the purpose of discouraging their activities on behalf of and membership in General Drivers, Dairy Employees and Helpers, Local 579, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America or in any other labor organization.

3. WE WILL NOT change wages, hours or conditions of employment of employes in the above mentioned bargaining units to discourage their activities on behalf of and membership in General Drivers, Dairy Employees and Helpers, Local 579, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America or any other labor organizations.

4. WE WILL offer to Dianne L. Allen immediate and full reinstatement to her former or a substantially equivalent position without prejudice to her seniority or other rights previously enjoyed by her and make Dianne L. Allen whole for any loss of pay which she may have suffered by reason of the discriminatory discharge of Dianne L. Allen.

5. WE WILL NOT in any other manner interfere with, restrain or coerce our employes in the exercise of their right to self-organization, to form labor organizations to join or assist General Drivers, Dairy Employees and Helpers, Local 579, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America or any other labor organization, to bargain collectively through representatives of their own choosing and to engage in other concerted activities for the purpose of collective bargaining or any mutual aid or protection.

All our employes are free to become, remain, or refrain from becoming members of General Drivers, Dairy Employees and Helpers, Local 579, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America or any other labor organization.

GREEN COUNTY

By_____
C.S. Pierce, Chairman
Green County Bd. of Supervisors

Dated this day of July, 1971.

THIS NOTICE MUST REMAIN POSTED FOR THIRTY (30) DAYS FROM THE DATE HEREOF AND MUST NOT BE ALTERED, DEFACED OR COVERED BY ANY OTHER MATERIAL.

STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

In the Matter of the Petition of GENERAL DRIVERS, DAIRY EMPLOYEES AND HELPERS, LOCAL 579, AFFILIATED INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA Involving Certain Employes of GREEN COUNTY (COURTHOUSE)	Case XII No. 14223 ME-602 Decision No. 10086-C
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GENERAL DRIVERS, DAIRY EMPLOYEES AND HELPERS, LOCAL 579, AFFILIATED INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, Complainant, vs. GREEN COUNTY, Respondent.	Case XV No. 14432 MP-91 Decision No. 10166-B

MEMORANDUM ACCOMPANYING FINDINGS OF FACT CONCLUSIONS OF LAW AND ORDER

THE PLEADINGS

On February 11, 1971, the Union filed a complaint with the Commission alleging that Green County had committed prohibited practices within the meaning of Section 111.70(3)(a) of the Wisconsin Statutes by discharging Dianne L. Allen because of her union activities, by granting a pay increase to John Walter during the pre-election period

and by other acts interfering with, restraining or coercing it employes in the exercise of their right to affiliate with and be represented by labor organizations of their own choosing. The Union had previously filed Objections to the conduct of the elections in each of the captioned election cases and filed, with its complaint, a Motion to consolidate hearings. Since there existed some identity of allegations in the Union's Objections to the conduct of the elections and the complaint filed in the instant matter, the Commission, on February 15, 1971, ordered that the previously scheduled hearing on the objections to the conduct of the elections be postponed and consolidated with the complaint hearing and set March 1, 1971 as the date for the filing of an answer. The Municipal Employer did not file a written answer.

Hearing was held on March 4, 1971, in Monroe, Wisconsin, at which time the Union called Leonard Schoonover, its Business Representative, Dianne Allen, the dischargee, and S. Rita Kubly, Victoria Wuthrich, Pauline Raney, and Frances Leuenberger, employes of the Respondent, as witnesses. The Municipal Employer called C. S. Pierce, James Volkert and Harold Babler, members of the Green County Board of Supervisors, Wilbur Deininger, Veterans' Service Officer, and Joseph Viney, Corporation Counsel, as witnesses. Counsel for the Complainant Union made an oral closing argument and waived the filing of a brief. The Respondent waived any argument or brief. Hearing was closed on the same date.

THE POSITIONS OF THE PARTIES

The Complainant Union takes the position that the Municipal Employer has engaged in a course of conduct during the period of concerted activity among its employes which demonstrates an anti-Union attitude, which interfered with the free choice of the employes eligible to vote in the January 27, 1971 elections, and which, taken together with certain post-election conduct, would make it impossible to conduct a fair and free second election in these two small bargaining units and therefore mandates the use of the recognition order remedy recently adopted by the Commission. 5/ The discharge of Dianne Allen is alleged as a part of the same course of conduct, and with respect to that discharge the Union points to the fact that at the time of the discharge Allen was the only probationary employe among the employes eligible to vote in the elections and the only employe subject to summary discharge. The Union contends that the discharge was timed shortly before the elections so as to have the maximum impact on the other employes in the bargaining units.

At the opening of the Hearing the Municipal Employer asserted a denial of all of the allegations of the Complaint. The Employer did not controvert certain of the issues raised by the evidence introduced by the Union, while on the other issues evidence introduced by the employer raises a dispute as to the facts. Inherent in the evidence introduced by the Employer concerning the discharge of Dianne Allen is the argument that, as a probationary employe, Allen was subject to an unlimited right of the Employer to discharge her at any time during the probationary period.

CONCERTED ACTIVITY AND KNOWLEDGE THEREOF BY THE RESPONDENT

The concerted activity among employes of the Municipal Employer began on or about November 13, 1970. S. Rita Kubly is employed by the Respondent in its Department of Social Services office in the Green County

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5/ City of Evansville, (9440-C), 3/71.

Courthouse. 6/ On November 13, 1970, Kubly let it be known among others employed in the Courthouse that she had cards in her possession which Courthouse employes could sign to authorize the Complainant Union to represent them. At various times during the same day eight of the Courthouse employes, including Dianne Allen, appeared at Kubly's office and executed such cards. The card of a ninth employe, John Walter, was obtained by Kubly when she visited Walter at his office on the same day.

Before leaving her work station in the Veterans' Service Office to go to Kubly's office to sign a Union card, Dianne Allen advised her immediate supervisor, Wilbur Deininger, of the purpose of her absence, requested his permission to leave her work station, and was granted permission to do so. Upon her return from Kubly's office on November 13, 1970, and from time to time thereafter, Allen and Deininger engaged in discussions which touched on the subject of the concerted activities then in progress among employes of the Employer. The testimony of Allen in this regard lacks specificity as to the times, dates and subjects discussed, and does not support the argument of the Union that Deininger engaged in a course of unlawful interrogation of Allen concerning her Union activities. However, the evidence clearly indicates that the Employer had knowledge of the concerted activity as early as November 13, 1970 and that the Employer had knowledge that Dianne Allen was a Union adherent.

Kubly delivered the cards which she obtained from employes in the Courthouse to Schoonover, and on November 13, 1970 a letter addressed to the County Clerk, with carbon copies to the Chairman of the County Board and the Corporation Counsel, was sent by Schoonover in which the Union indicated its claim to represent a majority of the employes in the Courthouse unit. No claim to the contrary was raised, so it is reasonable to assume that the letter was received promptly by the Employer.

Schoonover engaged in further organizational activity among employes of the Municipal Employer on November 18, 1970, on which date he met with the three full-time employes of the Employer who worked in the Agricultural Department and obtained their signatures on authorization cards similar to those signed by the Courthouse employes. On November 19, 1970, Schoonover sent a letter to the Employer in which the Union indicated its claim to represent a majority of the employes in the Agricultural Department unit. Again, carbon copies were sent to the Chairman of the County Board and to the Corporation Counsel, and no claim of non-receipt has been asserted.

On November 17, 1970, an election petition concerning the Courthouse unit was filed with the Commission, and on November 20, 1970 an election petition concerning the Agricultural Department unit was filed with the Commission. On November 30, 1970, Notice of Hearing was issued setting both matters for Hearing on December 14, 1970. Copies of said Notices were mailed to the Employer, who also received at the same time a copy of each petition. During the course of the Hearing conducted on December 14, 1970, the parties stipulated to the units appropriate for collective bargaining and to the list of employes eligible to vote in the elections.

6/ The Green County Department of Social Services was the subject of separate representation proceedings before the Commission, wherein the Complainant herein was certified as the exclusive collective bargaining representative of the employes in such Department. Decision No. 9408, 2/70.

INTERFERENCE BY EMPLOYER DURING PERIOD OF CONCERTED ACTIVITY

The parties stipulated to the admission into evidence of the published minutes of the proceedings of the Green County Board of Supervisors at its meeting of November 19, 1970. The published minutes indicate that the County Board authorized a change of the monthly salary of the Juvenile Court Worker to become effective on January 1, 1971. Other evidence in the Record indicates that the new rate of $700.00 per month represented an increase of $75.00 per month. The position of Juvenile Court Worker was included in the Courthouse bargaining unit and the name of John Walter, the occupant of that position, was included in the list of eligible voters by the stipulation of the parties during the pre-election Hearing conducted by the Commission. The published minutes also indicate that the County Board publicly discussed a proposal to change the working hours of the employes working in the Courthouse and other departments. The proposed increase in the work week from 37-1/2 hours to 40 hours represented a 6.667% increase. Inherent in the reported discussion was the proposition to compensate employes for the additional hours in addition to "their raise", and the inference follows that the affected employes would be favored by a similar 6.667% increase in salary as a starting point for "their raise". The Employer offered no evidence or argument which would explain or excuse any of this conduct.

Wage increases are peculiarly within the control of the employer, both as to amount and timing, and can easily be recognized as one of the potentially most effective forms of coercion upon which an employer could draw in an effort to resist concerted activity among its employes. The Employer conduct involved in this case is similar to the type of conduct found by the Commission to be interference in violation of Section 111.70(3)(a)(1) in the City of Evansville case cited by the Complainant and in two cases involving the Wauwatosa Board of Education. In the first of the Wauwatosa cases in point, Decision No. 8319-C, (7/68), the employer engaged in sending a series of letters to its employes, both before and after the filing of a petition for a representation election. All of the letters were derogatory towards the then-certified exclusive collective bargaining representative of the employes, and the Commission found that, when viewed in the context of the employer's filing of the election petition, the letters to the employes were intended to and did in fact contain implied promises of benefits to the employes if they would reject the Union as their bargaining representative. In a later case, Decision No. 8577, (2/69), a representation proceeding was pending when the employes received from their employer a letter and a new wage plan proposing wage increases. Despite the fact that the election proceeding was later dismissed, the Commission affirmed the Examiner's conclusion that by sending the letter and proposed wage plan to the employes the Employer there intended to coerce the employes in the choice of their representative and, accordingly, interfered with the rights of the employes in violation of Section 111.70(3)(a)(1). In City of Evansville, (9440-C) 3/71, Employer communications with its employes contained promises of future benefits if the employes opposed the Union which had petitioned for a representation election. In the instant case the authorization of the future wage increase to Walter and the public discussion of future changes of hours with accompanying increases in employe take-home pay for all employes are of the same nature as the express and implied promises of future benefits found to be unlawful in the cited cases. The preponderance of the evidence indicates that the Employer has engaged in conduct which was primarily directed towards persuading the employes to forego their concerted activities in and on behalf of the Union, and which was in violation of Section 111.70(3)(a)(1).

The implementation of the salary increase to Walter at a substantially later date is not found here to be a prohibited practice within the meaning of Section 111.70(3)(a). In the context of private employment regulated under the Wisconsin Employment Peace Act, 7/ the implementation of improved wages or benefits under circumstances such as those present here [i.e. where the union holds a majority status in the unit during the pre-election period] has been found to constitute an unlawful refusal to bargain in violation of Section 111.06(1)(d). 8/ In City of New Berlin, Decision No. 7293 (3/66) the Commission stated:

> "We are convinced that the legislature, in enacting Section 111.70, did not intend to provide that a municipal employer engaged in prohibited practice by refusing to bargain, or to engage in conferences and negotiations, in good faith with the representative of its employes since it established a procedure for fact finding in those situations where either the municipal employer or the representative of its employes 'fails or refuses to meet and negotiate in good faith at reasonable times in a bona-fide effort to arrive at a settlement'."

The same policy has been reiterated by the Commission in numerous subsequent cases and has been acknowledged by our Supreme Court in Madison School Board, 37 Wis. 2d 483, (1967). If the Municipal Employer has refused or should refuse to bargain in good faith with the Union as the representative of the employes involved herein, the Union can pursue its rights under the fact finding provisions of the statute.

As another item in the pattern of interference engaged in by the Employer, the Union alleged that certain statements attributable to the Employer caused some of the employes to be under the impression that it was the Employer's position that they would have to join the Union if they voted for the Union. This allegation arises out of statements made by Viney, the Corporation Counsel of the Employer, at a meeting held by the Employer which the employes were invited to attend. The testimony of both Union and Employer witnesses, taken together, establishes the date as on or about December 29, 1970 at 5:00 P.M. Two Union witnesses and two Employer witnesses testified concerning the meeting in question. Both of the Union witnesses testified that Viney discussed "closed shop" and "open shop", apparently in connection with a recitation of selections from Section 111.70. One of the employes attending asked Viney whether all of the employes would have to join the Union if the Union were successful in the election. One of the Union witnesses testified that Viney's answer was that if the Union were voted in they would all automatically be members of the Union and that employes did not have to be members of the Union if they did not care to be. In other testimony the same witness stated that the last statement made on the subject by Viney was that if the Union were voted in all of the employes would automatically be members. The other Union witness testified that Viney's answer was that if the Union were voted in all of the employes would immediately become members of the Union. The Chairman of the County Board, called as a witness for the Employer, was unable to recall what was said on the subject in issue here during the meeting. Viney became a witness on behalf of the Employer and testified that his answer was that if the Union were successful in the election the Union would bargain for all employes. Viney specifically denied stating that all of the employes would become members.

7/ Subchapter I of Chapter 111, Wisconsin Statutes.

8/ See, e.g. Valley Sanitation, (9475-A), 1/71.

Nothing in Section 111.70 authorizes any form of Union security, and it is clear that at least the "closed shop" term allegedly used by Viney is completely inappropriate to describe anything in our Statute concerning organizational rights of municipal employes. Taken to its extreme, the issue raised here is whether any Employer statement during the pre-election period concerning union security arrangements as affecting municipal employes is inherently coercive in the context of our present law. There are few activities which are unlawful interference per se', and the facts in this record do not present a basis for the adoption of such a rule. The evidence does not sustain the Union's assertion that the Employer had taken a position which would require any employe to join the Union, and assuming, arguendo, that the testimony of the Union witnesses were credited in full, it appears that the statements were at worst misleading in nature. However, the statements were made almost one month in advance of the elections and the Union had ample time in which to set the record straight. Considering the closeness of the concept that all of the employes would be represented by the Union with the concept that all of the employes would be members of the Union, perhaps the most satisfactory descriptions of these statements were given by the Union witnesses, who stated that they did not understand or were confused by Viney's statements concerning closed shop and open shop.

THE DISCHARGE OF DIANNE L. ALLEN

Dianne Allen joined the Union on November 13, 1970, and that fact was known to the Municipal Employer. Allen was discharged on January 22, 1971, only three working days prior to the elections. There is no evidence that Dianne Allen was known to be the Union instigator or that she was particularly active among the employes engaged in concerted activity. On the contrary, the Union urges that Dianne Allen was selected to be the dischargee because of other facts which made it convenient for the Employer to select her, but that the discrimination against Dianne Allen was nevertheless motivated and timed by the Employer to display its power to discriminate against all Union sympathizers and to interfere with the free exercise of rights by all of the employes.

It was stipulated that Dianne Allen was serving a probationary period at the time of her discharge and that she knew that she was subject to termination during that probationary period at the option of the Employer. It is the apparent position of the Employer that its discharge of a probationary employe is not subject to review on any grounds. The question for decision in this case is not whether there was "just cause" for the Employer to discharge Dianne Allen, but whether the discharge discriminates in violation of Section 111.70 (3)(a)(2). The Employer has chosen to attach reasons to the discharge of Dianne Allen, and the Examiner must determine whether the reasons which have been asserted by the Employer were merely pretexts to conceal a real motivation of discrimination to encourage or discourage membership in a labor organization. The Wisconsin Statutes in this regard make no distinction between probationary employes and other employes on questions of discrimination for concerted activity, and the discharge of Dianne Allen is therefore subject to review by the Commission on the Complaint of Prohibited Practices filed herein.

Several facts concerning Dianne Allen's employment and discharge cast suspicion on the Employer's actions in this regard. There is no

evidence in the Record of what rights or privileges of employment security accrue to an employe of the Respondent who has successfully completed his or her "probationary period". The nature of the "probation" concept and the force with which the concept was impressed upon Dianne Allen as a new employe suggest that an employe who has completed the probationary period does enjoy some greater employment security than the probationary employe, whether by virtue of a formal civil service system or the promises and practices of the Employer. During the pre-election period Dianne Allen was the only probationary employe among the employes in the bargaining units involved here, and the Union urges that it follows that she was the only employe who could be discharged without civil service proceedings and was therefore selected by the Employer for discharge because she was the most vulnerable union adherent. The record does not fully sustain the Union's argument, but the Examiner is satisfied that Dianne Allen was or could have been chosen for discharge because she was the only employe who was subject to discharge without violation of whatever express or implied promises of employment security made by the Employer to all of its other employes. Taken alone, this fact does not establish the discharge as discriminatory, but it establishes the connection between the motivation to discriminate and the selection of Allen as the primary target of discrimination.

Dianne Allen was hired in October, 1970 and had served slightly less than four months out of a six month probationary period when she was discharged. Many reasons for the discharge were asserted by the Employer during the Hearing, and it was very strongly contended that the decision to discharge Allen resulted from a number of separate and unrelated items accumulated against her rather than from a single precipitating event. The decision to discharge Allen was made by the Veterans' Service Committee of the County Board of Supervisors following a report by Deininger concerning certain inadequacies in Allen's work. The Employer failed to establish the dates of any of the contacts or decisions leading to the discharge. Deininger reported to the Committee at its regular meeting some time during the month of January, 1971. No action was taken immediately, and the evidence infers that the decision of the Veterans' Service Committee was made at a later date and Deininger learned that Allen was to be terminated during her probationary period. Again, no immediate action was taken and finally on the evening of January 21 or the morning of January 22, 1971 Deininger received orders to terminate Allen forthwith. The Employer had no immediate or compelling reason to discharge Dianne Allen on January 22, 1971. The timing of the discharge was completely within the control of the Employer, since there was no time pressure to discharge Allen before the end of her probationary period, and in the exercise of its control over the timing of the discharge the Employer waited until the last days of the pre-election period to make its move. January 22, 1971 was a Friday. The Commission had previously scheduled the elections for Wednesday, January 27, 1971. Dianne Allen was notified of her discharge at the beginning of the work day on Friday, but remained on the Employer's premises for a substantial part of that work day while attempting to obtain further explanation of the reasons for her discharge. Considering the small size of the bargaining units, it is reasonable to assume that most or all of the employes involved in the elections knew of the discharge on or before the day of the elections, and the effect on their exercise of free choice is predictable. The Employer offered a large volume of evidence on the various reasons asserted to support its decision to discharge Dianne Allen, but has offered no evidence whatever to indicate why it was necessary or appropriate to discharge Allen three working days before the elections.

The decision to hire Dianne Allen for the position of Deputy Clerk in the Veterans' Service Office had not come lightly. The Veterans' Service Committee received written applications from a number of individuals and interviewed eight applicants before selecting Dianne Allen. Allen was given a minimal orientation lecture concerning wages, hours and her probationary period, but was not given any special training or education in preparation for her duties as Deputy Clerk. No replacement had been hired at the time Dianne Allen was discharged and there is little evidence indicating that the Employer had expected her to be a short-term employe. It is interesting to note that the letter addressed to Allen by the Employer on the day of her discharge was typed on stationery which bears her name in large print at the top of the letterhead. Certainly the Employer had not been unwilling during the first three months of her employment to invest in printed stationery which would become useless if the so-called probationary employe proved to be unsatisfactory.

Against this background, the Employer has asserted several reasons for its decision to discharge Allen, including the two reasons stated to her by Deininger on the day of the discharge. The Chairman of the Committee which made the decision testified that Deininger told the Committee that Allen should be discharged, citing as reasons that she had been spending too much time away from her office, that she had too many personal visitors in the office and that she had advised "a veteran" on how to evade the draft. According to the Chairman, the only complaints concerning Allen's performance came from Deininger, and no attempt was made to check out the accuracy or seriousness of the complaints raised by Deininger. Deininger testified concerning the problems with personal visitors and selective service, and in addition cited instances of misplaced files, missent papers and Allen's application for further schooling, the latter indicating to him her intent not to continue in her job. Deininger testified, however, that the Veterans' Service Committee did not solicit his recommendation as to the continuation of Allen's employment but merely gave him the order to discharge her. Other evidence indicates that on the day of the discharge Deininger offered to intervene on Allen's behalf to seek a reversal of the decision to discharge her.

Only two reasons were given to Allen for her discharge, the application for admission to a college and the involvement with someone seeking information concerning the selective service laws. Allen asked Viney for confirmation that these were the only reasons and received that confirmation orally, but never received the written statement of reasons which she had requested. Deininger testified of his concern that Allen would be leaving and a replacement would have to be hired and trained for his then-upcoming busy months, but neither Allen nor Deininger had received any indication that she would be accepted on the basis of her application, and no replacement had been hired. Volkert, the Chairman of the Veterans' Service Committee, apparently did not share Deininger's concern over the application, as he did not mention it as a fact under consideration by the Committee in making the decision to discharge. The alleged involvement with draft evaders is the one thread that runs through the entire issue, and it appears that one of the reasons for the decision to discharge Allen was the fact that she permitted a member of the public the use of the telephone in the Veterans' Service Office to call a Selective Service System office for information concerning status as a conscientious objector. If this reason for discharge is unlawful, as suggested by the Union, it is unlawful on grounds separate and apart from the prohibited practices set forth in Section 111.70 of the

Wisconsin Statutes, and the Examiner makes no ruling on that issue. Nevertheless, the alleged involvement with a draft "evader" so strenuously asserted as unacceptable to the Employer occurred on a date somewhat earlier than the January meeting of the Veterans' Service Committee, since Deininger had already been pressured by Local Veteran's organizations which had heard of it, and still was not promptly acted upon by the Employer. The delay of the Employer in taking action supports to the Union's argument that the reasons asserted by the Employer were not the only reasons for the discharge.

Several additional reasons were asserted at the Hearing which had not been given to Dianne Allen at the time of the discharge. Here the testimony of Volkert and Deininger overlap only on one issue, that of personal visitors overstaying their welcome, and Allen put that issue in perspective as something which did occur, was the subject of a minor reprimand, and which had supposedly been amicably settled some time before the discharge. Volkert testified concerning the allegation that Allen had been spending too much time away from the office, but as with all of his testimony he was completely unable to give any specific facts concerning the allegation. Deininger testified concerning some misplaced files, but was unable to testify with certainty that the files had been misplaced by Allen rather than by her predecessor. Certain papers had been missent by Allen to either a State or Federal agency when the opposite agency was the appropriate addressee. Deininger counseled with Allen on some aspects of her work and an official of one of the state-wide offices offered to given Allen some training in the Madison office, but the offer was declined. The Examiner is not attempting to resolve the conflicts between the testimony of Volkert and the testimony of Deininger as to the specific reasons for discharge, as the credibility of all of their testimony is clouded by their conflicting assertions of which was the moving party in the decision to discharge Allen. Deininger's benevolent attitude towards Dianne Allen on the day of the discharge and his testimony concerning his progress reports to the Veterans' Service Committee conflicts directly with the testimony of Volkert that it was Deininger who made the recommendation that she be discharged.

The Employer has discharged an employe giving her only two reasons for its actions, has come to the hearing with several additional reasons which are inconsistent with one another or unsupported by the evidence, and has established only one item of questioned legality as its reasons for discharge. The Examiner is persuaded that there is substantial evidence that some or all of the reasons for discharge asserted by the Employer were pretextual and that the discharge was motivated and timed in part to affect the concerted activity of Allen and her fellow employes. In that unlawful discrimination is found to be one of the reasons for the discharge, the discharge was in violation of Section 111.70(3)(a)(2).

POST-ELECTION THREATS TO EMPLOYES

Approximately one week after the elections conducted by the Commission, Viney appeared in the office of the County Clerk and discussed salary increases which were being authorized for all of the employes who had been eligible to vote in the elections. Two members of the bargaining unit, Raney and Leuenberger, were present in the office when Viney stated that if he "knew who voted for the Union, they would not get a raise." Raney's testimony concerning this conversation is credible and is accepted in full by the Examiner. When called as a witness by the Union, Leuenberger denied any knowledge of the conversation. The physical demeanor of Leuenberger on the witness stand, as

observed by the Examiner, requires the Examiner to discredit her testimony in this regard. The testimony of Leuenberger was also impeached by testimony of Kubly, who heard of Viney's threat from Raney shortly after it was made and later asked Leuenberger about the threat. Leuenberger had known about the threatening statement at that time and discussed it with Kubly. The Employer introduced no evidence whatever to contradict the evidence of Raney.

The threats in issue here occurred after the elections and are not offered by the Union as evidence on the Objections to the Conduct of the Elections. The threats are clearly established and support the Union's general allegation that the Employer here has engaged in a course of anti-Union conduct which interfered with the rights of the employes during their concerted activity in violation of Section 111.70(3)(a)(1).

REMEDY

In City of Evansville, (9440-C) 3/71, the Commission exercised its remedy powers under Section 111.07 of the Wisconsin Statutes to order a Municipal Employer to recognize a Union as the exclusive collective bargaining representative of its employes without the need for a second election, where the Employer had engaged in a campaign of threats and coercive conduct designed to undermine the majority status of the Union and where the Union had enjoyed such majority status at an early stage in its concerted activity. In that case, the requirements established for the use of the recognition order remedy were (1) proof of the majority status of the Union in an appropriate bargaining unit at the time of its demand for recognition, (2) Employer conduct aimed at dissipating the majority and (3) futility of conducting a new election in view of the Employer's effective misconduct.

No issue has been raised in this proceeding as to the appropriateness of the bargaining units. Both bargaining units were stipulated to as appropriate on the basis of the petitioned-for units with stipulated amendments to exclude part time employes from the units. The evidence is clear that the Union enjoyed majority status in both of the bargaining units at the time it sent its letters demanding recognition and filed it petitions with the Commission. The list of employes made a part of the record in the pre-election hearing indicates a total of 17 employes in the Courthouse, of which 13 are full time employes. The Union had signature cards from 9 full time employes, which indicates a majority in the unit both as petitioned-for and as stipulated to at the hearing. In the Agricultural Department the total of 4 employes was reduced to a list of 3 eligible voters by the deletion of one part time employe from the list. The Union had signature cards from all three full time employes and therefore a clear majority in that unit as well. The Examiner finds that the first of the above-mentioned requirements has been met.

In the City of Evansville case, supra, all of the Employer conduct found to be prohibited practices in violation of the statute was conduct constituting interference, restraint and coercion in violation of Section 111.70(3)(a)(1). In the instant case the Employer has also engaged in acts of interference, restraint and coercion in violation of Section 111.70(3)(a)(1), both before and after the elections, but has gone further and has discriminatorily discharged an employe in violation of Section 111.70(3)(a)(2). The course of conduct engaged in by the Employer took its toll on the Union's support among employes in the bargaining units, to the extent that only one-third of those employes who had signed Union cards at the outset of the concerted activity maintained the same sympathies in the voting booth. The course of conduct was concentrated at the very beginning of the concerted activity

and at the end of the pre-election period, coming to a climax with the discharge of Dianne Allen three working days before the day on which the employes were expected to freely exercise their rights through the representation election.

The Examiner is also persuaded that it would be futile to attempt to run a second election in these bargaining units within the foreseeable future. In addition to all of the unlawful pre-election conduct which has been discussed here, the Employer has, since the election, implemented salary increases to all of the employes in the units and has threatened employes directly concerning Union activity and sympathies. The massive effect of the pre-election misconduct is indicated in part by the results of the vote. The subsequent salary raise would tend to have adverse effects on the free choice of the employes, and the threats almost certainly would affect some employes as they have already affected one of those threatened. While reluctant to rely on the physical demeanor of a witness, the Examiner was and continues to be particularly persuaded that Frances Leuenberger testified under the influence of her Employer's threats. While on the witness stand this employe acted quite uncomfortable and framed her answers to questions in such a way as to indicate that she was seeking favor with the Employer representatives present. Leuenberger had been one of the original members of the Union majority, but it is doubtful that the fear of her Employer which she indicated by her demeanor on the witness stand could be overcome so as to again permit her to freely exercise her rights. The Employer has offered no evidence or argument to indicate that the effects of its misconduct would not affect employe choice in a second election.

Based on the above and foregoing, the Examiner finds that the pre-requisites established by the Commission for an Order requiring a municipal employer to recognize a labor organization as the exclusive collective bargaining representative of its employes, without the need for a re-run election, have been met, and accordingly, the Examiner has ordered such a remedy.

Dated at Madison, Wisconsin, this 9th day of July, 1971.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By Marvin L. Schurke
Marvin L. Schurke, Examiner