

STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

CITY OF CHETEK, \

Municipal Employer, :

and :

GENERAL DRIVERS & HELPERS UNION, LOCAL :
NO. 662, AFFILIATED WITH INTERNATIONAL :
BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, :
WAREHOUSEMEN & HELPERS OF AMERICA, :

Petitioner. :

Case IV

No. 15243 DR(M)-30

Decision No. 10757-A

Appearances:

Goldberg, Previant & Uelmen, Attorneys at Law, by Gerry M. Miller,
for the Petitioner.

Francis R. Parks, Attorney at Law, for the Municipal Employer.

DECLARATORY RULING

General Drivers & Helpers Union, Local No. 662, affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America having filed a petition with the Wisconsin Employment Relations Commission wherein it requested a declaratory ruling that Curtis Crane is and has been employed by the City of Chetek in a collective bargaining unit for which the Union is the certified bargaining representative and that any other persons similarly employed by the City under the provisions of the Emergency Employment Act of 1971 are not excluded from the collective bargaining unit by reason of said Act; and a hearing on such petition having been held in Chetek, Wisconsin, on April 10, 1972, before Commissioner Zel S. Rice II; and the Commission having considered the evidence and being fully advised in the premises;

NOW, THEREFORE, it is

ORDERED

That at all times material herein Curtis Crane was an employe of the City of Chetek, and as such was included in the collective bargaining unit represented by General Drivers & Helpers Union, Local No. 662, affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America and subject to the provisions of the collective bargaining agreement between said labor organization and the City of Chetek, as is any other employe similarly employed under the provisions of the Emergency Employment Act of 1971.

Given under our hands and seal at the
City of Madison, Wisconsin, this 25th
day of April, 1972.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By

Morris Slavney
Morris Slavney, Chairman

Zel S. Rice II
Zel S. Rice II, Commissioner

Jos. B. Kerkman
Jos. B. Kerkman, Commissioner

MEMORANDUM ACCOMPANYING DECLARATORY RULING

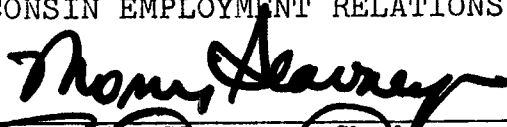
At all times material herein the Union and the Municipal Employer were parties to a collective bargaining agreement covering the wages, hours and conditions of employment of employees employed by the Municipal Employer in its Department of Sanitation, Sewerage, Water, Street and Maintenance. On November 8, 1971, as a result of funds allocated to the Municipal Employer by the federal government under the Emergency Employment Act of 1971, the Municipal Employer employed Curtis Crane to perform general labor work in the Departments covered by the collective bargaining agreement. At all times material herein Crane performed duties identical to those performed by other employees in said Departments and was under the same supervision. At the time of his employment Crane was advised that he would receive time and one-half for overtime and the increases received by other employees, the latter under the collective bargaining agreement between the parties. Crane received the contractual wage rate. However, the Municipal Employer did not grant or apply the fringe benefits granted and applied to the employees by the collective bargaining agreement. A dispute arose between the parties as to whether Crane was included in the bargaining unit and covered by the existing collective bargaining agreement. The Union filed a petition for a declaratory ruling, instituting the instant proceeding, to determine whether Crane and any other person similarly employed by the Municipal Employer under the provisions of the Emergency Employment Act of 1971 are included in the collective bargaining unit and covered by the collective bargaining agreement affecting the wages, hours and working conditions of the employees of the Municipal Employer.

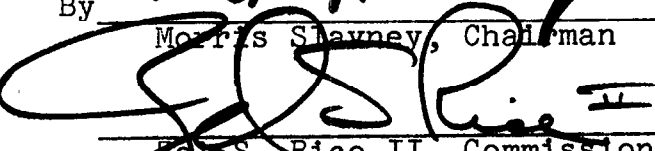
Crane is an employee of the Municipal Employer. This Commission has consistently held that regardless of the source of funds utilized to pay the salaries or wages of employees, if the employees perform work in the bargaining unit performed by employees whose salaries or wages are not federally funded, the employees whose salaries or wages may be funded by another unit of government does not provide a basis for the exclusion of said employees from an existing collective bargaining unit, or from the coverage of the collective bargaining agreement covering the wages, hours and working conditions of the employees in said unit.^{1/} Therefore, we have concluded that Curtis Crane and any other employee whose wages are provided by funds furnished pursuant to the Emergency Employment Act of 1971, who were employed in the Departments involved, are included in the collective bargaining unit represented by the Union and their conditions of employment are subject to the provisions of the collective bargaining agreement involved.

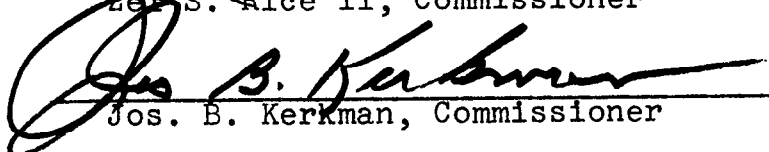
Dated at Madison, Wisconsin, this 25th day of April, 1972.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By


Morris Slawney, Chairman


Earl S. Rice II, Commissioner


Jos. B. Kerkman, Commissioner

^{1/} Superior Vocational School (7479) 2/66; Milwaukee Board of Vocational and Adult Education (6343-A) 11/69; and Milwaukee Board of School Directors (9469).