

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

Case XXXVI  
No. 17290 ME-997  
Decision No. 12461

Mr. Irling Dahl, Business Representative, for the Petitioner.  
Mr. Robert Klasnya, Consultant and Representative, for the  
Municipal Employer.  
Mr. James Conway, International Representative, I.B.E.W.,  
AFL-CIO, and Mr. Ken Harvey, Business Manager, for the  
Intervenor, Local Union 276, I.B.E.W.

NOW, THEREFORE, it is

Given under our hands and seal at the  
City of Madison, Wisconsin, this 1st  
day of February, 1974.

Howard S. Bellman  
Howard S. Bellman, Commissioner

MEMORANDUM ACCOMPANYING DIRECTION OF ELECTION

At the outset of hearing, Local 276, I.B.E.W., hereinafter referred to as the Intervenor, moved to intervene in the proceeding on the basis of its claim that Douglas County had previously granted it voluntary recognition as the exclusive bargaining representative of bridge operators employed on the Arrowhead Bridge; and that Douglas County and Intervenor had executed a written labor agreement for 1972; and that said parties had reached an accord over the terms of a 1973 agreement, which the County later refused to execute.

The Intervenor contends that its collective bargaining agreement, in the form of an oral contract negotiated in late 1972, covering wages and conditions of employment through calendar year 1973, should bar the petition filed by Petitioner.

The Intervenor also contends that an existing "no-raid agreement" between the Intervenor's and the Petitioner's International Unions should block the processing of the election petition by the Commission on grounds that a decision will be forthcoming from the International bodies on the charge filed by the Intervenor.

The Petitioner challenges the Intervenor's right to claim a contract bar on grounds that the Intervenor failed to submit the proposed 1973 agreement to its members for changes and ratification.

The County opposes the contract bar theory advanced by Intervenor, contending that no meeting-of-the-minds was ever reached with Intervenor on the complete terms for a 1973 agreement, which fact prompted the County to decline to sign a 1973 contract with Intervenor. The County further argues that the rights of employees to secure a representation election pursuant to Section 111.70 should not be frustrated by the Commission's recognition of an extra-statutory no-raiding scheme between the two Unions.

Contract Bar

The record discloses that Intervenor and the County were at odds, as late as middle October 1973, over the question of what portion of an employee's base salary was to be utilized by the County to calculate the County's cost in assuming its employees' contributions toward the State Retirement Plan. The 1973 agreement was never signed and though there may have been a meeting-of-the-minds sometime in November 1973, the petition was filed by Petitioner on October 11, 1973. The parties agreed that the alleged 1973 agreement made the same provision for reopening the contract as did the 1972 contract, which did not contain a six (6) month reopening provision prior to expiration date, but merely provided for a 60 day notice of the intent to terminate prior to December 31st expiration.

Even assuming that a collective bargaining agreement for the year 1973 existed between the Employer and the Intervenor, the instant petition would have been timely filed. .

No-Raid Agreement

The Intervenor submitted a document indicating that in the past the I.B.E.W. and Teamsters Internationals have considered local union challenges to alleged raids by I.B.T. and I.B.E.W. local affiliates.

Intervenor indicated that the latest contact between the two International Unions with respect to Intervenor's early November 1973 challenge to Petitioner's alleged raid, was a letter dated November 30, 1973, from I.B.E.W. Vice President, Malone, to I.B.T. Regional Director, Schoessling. There is no evidence in the record, including post hearing exhibits, to indicate that the I.B.T. - I.B.E.W. tribunal has resolved the dispute, or intends to block Petitioner's efforts to represent the bridge operators. Therefore, the Commission shall proceed to conduct a representation election among the Bridge Operators. They will have an opportunity to choose between the competing labor organizations and "no representation".

Dated at Madison, Wisconsin, this 1st day of February, 1974.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By

Morris Slavney  
Morris Slavney, Chairman

Howard S. Bellman

Howard S. Bellman, Commissioner