

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

Respondent.

Respondent.

No. 12690  
No. 12691

3. That on May 30, 1973 the Association transmitted to the County certain proposals for a new collective bargaining agreement covering said law enforcement personnel, to become effective on January 1, 1974; that pursuant to said proposals the Association and the County met for negotiations on October 4, 1973, at the Walworth County Courthouse; that at said meeting the Association took the position that such negotiations for a collective bargaining agreement must be open to the public, and that all future negotiation meetings should also be public; that the County replied to said position of the Association that it would agree that the October 4, 1973 meeting could be open to the public, but that it would not agree that all future meetings would be open to the public.

4. That by a letter to the Association dated October 11, 1973, the County requested further meetings for such negotiations, stating that such meetings should be "conducted in private and without the presence of the public or press;" that the Association replied by a letter to the County dated October 18, 1973, stating in substance that it desired to meet for negotiations publicly; that by a letter to the Commission dated October 25, 1973, the County requested the appointment of a mediator to the aforesaid negotiations; that by a letter dated November 15, 1973, to all parties, Marshall L. Gratz, a mediator on the Commission's staff, reported that the County was unwilling to engage in mediation in public, but insisted upon private negotiations, and requested that the Association inform Mediator Gratz of their willingness to meet for negotiations in private sessions; that subsequent to said letter of November 15, 1973, the Association did not indicate any willingness to meet in private sessions.

5. By its aforesaid conduct, particularly its insistence upon public negotiations despite the County's refusal to engage in same, the Association caused an impasse in the negotiations between the parties.

6. That also at the aforesaid meeting of October 4, 1973, the Association, by its representatives, stated to the representatives of the County that if the parties failed to achieve a collective bargaining agreement, the Association would engage in "job action and work stoppages," and that "the Association, through its political activity in the past, had defeated a former Personnel Committee member and that they would engage in the same activities in the future;" and that there had been no work stoppage or job action by the date of the hearing herein, nor had the parties' positions changed respecting public negotiations.

Upon the basis of the foregoing Findings of Fact, the Commission makes the following

#### CONCLUSIONS OF LAW

1. That the proposal by the Association that negotiations be conducted in public did not constitute a proposal regarding wages, hours, and working conditions, and therefore, the Association, by its insistence upon such proposal, despite the County's refusal to accept it, to the point of impasse, had engaged in, and is engaging in, prohibited practices within the meaning of Section 111.70(3)(b)(3) of the Municipal Employment Relations Act.

2. That the County, by its refusal to engage in public negotiations, has not, and is not, engaging in any prohibited practice within the meaning of Section 111.70(3)(a)(4) of the Municipal Employment Relations Act.

3. That the Association, by its aforesaid refusal to accept mediation, statements that it might engage in "job action and work stoppages," and statements it would engage in certain political activities, has not, and is not, engaging in any prohibited practices within the meaning of the Municipal Employment Relations Act.

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

ORDER

IT IS ORDERED that the complaint filed in the instant matter against Walworth County be and the same hereby is, dismissed.

IT IS FURTHER ORDERED that the Walworth County Deputy Sheriffs' Association, its officers and agents, shall immediately:

1. Cease and desist from refusing to bargain collectively by insisting that negotiations be conducted in public.
2. Upon request, bargain collectively with Walworth County at reasonable times, in good faith, with respect to wages, hours and conditions of employment with the intention of reaching an agreement.

Given under our hands and seal at the  
City of Madison, Wisconsin this 9th  
day of May, 1974.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By

Morris Slavney  
Morris Slavney, Chairman

Howard S. Bellman

Howard S. Bellman, Commissioner

MEMORANDUM ACCOMPANYING  
FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

The County filed an answer to the Association's complaint on December 27, 1973. No answer was filed by the Association to the County's complaint. Counsel for the Association did not appear at the hearing. However, he authorized counsel for the County to enter into the record certain stipulations of fact, which are reflected by the Findings of Fact herein. These stipulations are accepted in substitution for factual allegations of all complaints and answers. Oral argument was made for the County at the hearing. Neither party filed post-hearing briefs although a period for doing extended to approximately February 25, 1974.

At the hearing, counsel for the County indicated that he would rely in part on the arguments presented by another member of the same law firm in cases then pending before the Commission involving the City of Lake Geneva. It is noted that, in fact, the same counsel represent the law enforcement labor organizations and the municipal employers in the Lake Geneva cases and the instant cases, the decisions in which the Commission is issuing simultaneously on the date hereof, and that Lake Geneva is within Walworth County. On this basis, although the rationale of the Lake Geneva 1/ cases is applied herein, the instant memorandum does not reiterate said rationale regarding insistence upon public negotiations, and resistance to such insistence.

The instant cases include three elements not present in the Lake Geneva matters, however. They are contentions by the County that the Association has committed prohibited practices by refusing to participate in mediation, by threatening the County with job actions or a strike, and by threatening officials of the County with political activities against their continuation in office.

The Commission has ruled that refusing to engage in mediation does not constitute a prohibited practice. (Shorewood School District, Dec. No. 11410-C) The Commission's rule ERB 13.05(1) which provides that Commission-appointed mediators may, in the absence of mutual consent by the parties, conduct meetings "of an executive, private and non-public nature," does not require any party to accept mediation.

The Commission has also held that, although strikes are prohibited by the Act (Section 111.70(4)(1)), strikes do not constitute "prohibited practices." (Wauwatosa Board of Education, Dec. No. 8636, aff. Dane Co. Cir. Ct., 3/70.) It follows that a threat to engage in such conduct also is not a prohibited practice. (Brown County, Dec. No. 9537) Regarding the threat of "job action", the record does not sufficiently disclose the particular intention of that term to support any ruling.

The Association's allusion to political activities against officials of the County, in the absence of evidence to the contrary, is assumed to connote legal political activity. We do not believe the

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1/ Nos. 12184-B and 12208-B.

Act was intended to in any way inhibit such political activity by labor organizations, or references to such activities at the bargaining table.

Dated at Madison, Wisconsin this 9th day of May, 1974.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By

Morris Slavney  
Morris Slavney, Chairman

Howard S. Bellman

Howard S. Bellman, Commissioner