

STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

DENNIS A. WRONKOWSKI,

Complainant,

vs.

LOUIS F. GIANOLI, SHERIFF OF
MARATHON COUNTY,

Respondent.

Case XXVII
No. 22941 MP-856
Decision No. 16346

ORDER TO SHOW CAUSE

Dennis A. Wronkowski, hereinafter referred to as the Complainant, an individual residing at Schofield, Wisconsin, having, on May 1, 1978, filed a complaint with the Wisconsin Employment Relations Commission wherein he alleged that Louis F. Gianoli, Sheriff of Marathon County, Wisconsin, violated a collective bargaining agreement, which had existed between the Marathon County Deputy Sheriffs Association and Marathon County by, on November 4, 1976, changing said Complainant from a day shift to an evening shift, in violation of the seniority provision existing in said collective bargaining agreement; and that, inasmuch as Section 111.70(4)(a) and Section 111.07(14), Wisconsin Statutes, limits the right of any person to file a complaint of prohibited practices and to proceed thereon before the Commission, during a period of one year from the date of the specific prohibited practice alleged, and since the complaint has been filed on May 1, 1978, a date beyond one year from the alleged prohibited practice, the Commission makes and issues the following

ORDER

IT IS HEREBY ORDERED that Dennis A. Wronkowski, the Complainant herein, show cause, in writing, within fourteen (14) days from the date hereof, why the complaint filed herein should not be dismissed on the basis that it was filed more than one year after the occurrence of the alleged prohibited practice.

Given under our hands and seal at the
City of Madison, Wisconsin, this 5th
day of May, 1978.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By Morris Slavney
Morris Slavney, Chairman
Herman Torosian
Herman Torosian, Commissioner
Marshall L. Gratz
Marshall L. Gratz, Commissioner

MEMORANDUM ACCOMPANYING ORDER TO SHOW CAUSE

In issuing the Order to Show Cause the Commission deems it necessary to relate the facts leading up to the filing of the complaint involved as reflected in a previous complaint filed with the Commission as well as in correspondence between the Commission, the Complainant's Counsel and the Complainant.

On April 4, 1977, the Complainant, in a letter addressed to the Chairman of the Commission, inquired as to the proper procedure to file a complaint with regard "to the violation of employee seniority rights." In said letter, consisting of four pages and including two pages taken from the collective bargaining agreement existing between the Marathon County Deputy Sheriffs Association and Marathon County, a letter dated April 23, 1975, over the signature of J. L. Stone, Personnel Director, addressed to the Chairman of the Grievance Committee of the Marathon County Deputy Sheriffs Association, a list of the employees in the Sheriff's Department, and various other documents, all of which are attached hereto and marked Appendix A, the Complainant set forth a number of facts.

On April 5, 1977, the Commission, over the signature of the Chairman, sent the following letter 1/ to the Complainant.

"April 5, 1977

Mr. Dennis A. Wronkowski
7707 Callon Avenue
Schofield, Wisconsin 54476

Dear Mr. Wronkowski:

We have reviewed your letter and the attachments thereto. Violations of collective bargaining agreements are prohibited practices under the Municipal Employment Relations Act. If your collective bargaining agreement contains an arbitration provision, the Commission will hear a complaint on the merits of the grievance only if it can be established that the bargaining agent has denied the employee involved fair representation in the processing of his grievance.

If you believe you have not been properly represented and the collective bargaining agreement has been violated, you may file a complaint alleging same.

The responsibility for prosecuting said complaint before the Commission lies with the complaining party. Upon receipt of the properly executed complaint the Commission will set hearing in the matter, and the Examiner assigned to the matter will subsequently issue an appropriate decision. Enclosed herewith is a set of complaint forms as well as a copy of the pertinent provisions of the Municipal Employment Relations Act and a copy of the rules pertaining to complaint cases.

Very truly yours,

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

Morris Slavney, Chairman

MS/mt
Enclosures"

1/ As noted in the letter, complaint forms as well as a copy of the pertinent provisions of the Municipal Employment Relations Act, and a copy of the rules pertaining to complaint cases were sent to the Complainant.

On February 8, 1978, the Commission received a complaint filed by the Complainant through his Attorney Jon P. Peterson, Wausau, Wisconsin. On the same date the Commission, over the signature of its Chairman, forwarded a letter to Attorney Peterson, wherein said Attorney's attention was directed to certain matters contained in the complaint, among them being that the original complaint also named the State of Wisconsin as the Respondent. In said letter said Attorney was advised: (1) that Sheriff Gianoli was an employee of Marathon County for purposes under the Municipal Employment Relations Act (MERA); (2) that the alleged prohibited practice occurred on a date which occurred more than one year prior to the filing of the complaint, and in that regard, attention was directed to Sections 111.70(4)(a) as well as Section 111.07, Wisconsin Statutes; (3) that attention was also directed that if the collective bargaining agreement involved contained a grievance and arbitration procedure it would be necessary for the Complainant to establish that he exhausted such procedures and further that if the agreement contained a final and binding arbitration provision, in the absence of proof of the denial of fair representation by the Marathon County Deputy Sheriffs Association, the Commission would not determine the complaint on the merits; and (4) that said Attorney was further advised that the letter was not to constitute any formal ruling by the Commission, but was merely to advise as to the possible consequences should a hearing be held in the matter, and further the Commission requested said Attorney to respond to the letter. 2/

Said Attorney did not respond to the Commission's letter and inquiry. However, on April 3, 1978, the Complainant inquired as to the status of his complaint. On the following day the Commission, by letter, addressed to the Complainant, over the signature of its Chairman, made reference to the letter of February 8, 1978, to Complainant's Attorney with a suggestion that the Complainant contact said Attorney. A copy of said letter was sent to the Complainant's Attorney.

On May 1, 1978, the Complainant, through his Attorney, filed another complaint which is the subject matter of the Order issued today.

Dated at Madison, Wisconsin, this 5th day of May, 1978.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By Morris Slavney -
Morris Slavney, Chairman

Herman Torosian
Herman Torosian, Commissioner

Marshall L. Gratz
Marshall L. Gratz, Commissioner

2/ The letter is attached hereto and marked Appendix B.

April 1st. 1977

Mr. Morris Slavney
Chairman
Wisconsin Employment Relations Commission
Room 910
30 West Mifflin St.
Madison Wisconsin 53703

RECEIVED

APR 4 1977

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

Dear Mr. Slavney:

This is to inquire as to the proper procedure to file an complaint with the Wisconsin Employment Relations Commission. The complaint is in regards to the violation of employee seniority rights. Below are the facts of the case to assist you in determining the proper procedure

On January 1975 a contract was entered into between Marathon County and the Marathon County Deputy Sheriff's Association. Article number 10 of that contract calls for Marathon County to recognize seniority as here in provided. (See item A attached.) Article # 2 of that contract call for this agreement to be implented in accordance with the provisions of section 111.70 Wisconsin Statutes (See itemB)

In January 1975 two deputies of less seniority then I were assigned to the process division. As this is better working conition then the patrol shift work I was assigned to and as I had applied for the position I filed a grievance.

After following the usual grievance procdure up to the Personnel committee, the personnel committee issued the following dicision.

1. Deputy Wronkowski was the senior deputy in the department.
2. Under the contract shift preferance is determined by seniority. and ordered Sheriff Gianoli ot alleviate the grievance according to the above. See item C attached and Item D seniority list.

The sheriff responded by taking some of my seniority away from me on the grounds that I was on a leave of absence while running for the office of Sheriff. After a few more letters and meetings with the Personnel committee the lost seniority was returned to me, on the grounds of authorized leaveas the leave is demanded by the Civil Service rules, and authorized leave shall not interrupt the accumulation of seniority. (See item A sub 1, attached)

APPENDIX A

In June 1975 I was placed on a permanent 7AM. to 3PM. day shift, as the process division was assigned to two ceta employees by the County Board.

I remained in the day shift until Feb. 1976 when I was removed from the day shift to fill in an opening on the shifts again. Opening was because another employee who has less seniority than I had asked to be assigned to a permanent 7PM to 3AM night shift so he could go to school for auto repair in the day time. I asked to remain on the day shift as by allowing this other deputy Gary Gilles his shift preference they were denying me my preference. This was refused and another grievance was filed.

Again following the proper grievance procedure a meeting was held with the Personnel Committee. The sheriff was at the meeting and at one point said that he would place me in the process division (both CETA employees were no longer with us at that time, and both were replaced by deputies with less seniority than I) or I could write parking tickets in the jail parking lot. I said as long as it was days I would take it.

The personnel committee said that they would rule the same as before, however they would like to see if something can be worked out between the parties. I agreed to see if a settlement could be reached as Marathon County said they did not want a permanent day shift as it made problems in the shifts.

I was placed in the process division on the 4th. of April 1976 and had a meeting with Sheriff Gianoli on May 12th. 1976 at which time Sheriff Gianoli stated to me that I could remain in the process division or could go into the Detective Bureau when an opening for a deputy is assigned in two to three weeks. A letter to this effect was written to Mr. Stone the personnel director. See item E attached.

I remained in the process division until November 4th. 1976 the day after the election. I was not running for the office for sheriff in this election, however I did support the other candidate.

On November 4th. 1976 I was removed by the Sheriff and replaced by a deputy with less seniority than I, also the other deputy who was allowed to remain in the process division was of less seniority than I. I was assigned to the position of the deputy that replaced me. Deputy Tarras was the deputy allowed to remain in the division.

See Item F.

It was rumored to me that the reason I was transferred might be that I was not qualified to man that position.

I might state at this point the the head of both the process and warrant division is of the rank of a Detective. One of the qualifications for the rank of Detective is the passing of the test for the rank of detective. I have pass that test. I might add the Deputies Litwin and Tarras who are in the process division , and Deputy Wood who was assigned to the warrant division had failed the tests. *Item F.*

On November 4th right after being told of the transfer I contacted the personnel committee and had a meeting set for November 23th. This notice was mailed to all conserved on November 16th. On November 23rd. Sheriff Gianoli asked to have the matter postponed as he was not ready to proceed with this matter. It was then set for December 9th. 1976

Item G.

At the December 9th. meeting the sheriff failed to appear. The personnel committee passed a motion to open the grievance at the point of April 5th. and also passed a motion to direct Sheriff Gianoli to abide by the labor agreement. See item H

As of January 3rd, 1977 nothing was done on the grievance , so the attached letter was written to the personnel committee.

See attached Item I

Sheriff Gianoli was given a copy of this letter , along with all other communications between the personnel committee and I. When I spoke to Chief Deputy John Lubbe , I was told the when the sheriff was given this letter, he stated that Nobody ever told me what he was to do with Wronkowski. I spoke to Mr. Stone about this and he stated that he did advise the Sheriff of thier decision and he could not write another letter to the sheriff with out orders from the personnel committee. On January 29th. 1977 I spoke to Mr. Richard Kohlbeck, the chairman of the personnel committee, who told me the the committee is on record favoring the deputy association and on record directing the sheriff to abide by this decision and the contract. That the committee would not back down, however they would not go to court to force the sheriff to abide by the contract, or by their decision. That that would be up to me .

That is where the matter now stands.

I am a dues paying member of the Marathon County Deputies Association, however I am not getting any help from the association as most of the officers of the association are in positions with in the department.

Deputy Clemment, the treasurer, in assigned to the warrant and next in line for a detective assignment.

Deputy Wood, the past president, is in the warrant division and is next in line for sergeant.

Deputy Sanders, the past secretary , is assigned to the Juvenile Bureau.

Deputy Woodward, the President, , right after being elected to be the president of the association, was sent to Juvenile Officer's school, and is said to be next in line for the Juvenile Bureau.

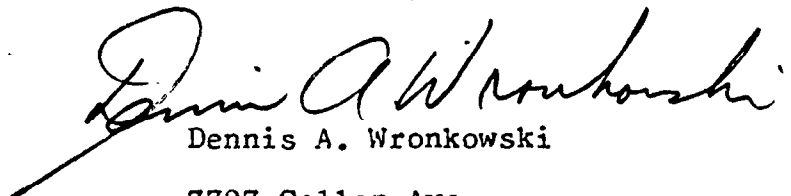
On the November 23rd. and the December 9th meeting with the personnel committee no member of the grievance committee of the association , nor any officer of the association showed up at the meeting.

At our last meeting the association voted only to allow our attorney to write the personnel committee to find out what was being done on this matter. The vote was 9-2 with Clemment and Wood voting not to allow even that.

Also five grievances of other employees were held by President Woodward until the meeting was ajourned, before he brought them out and then he said Oh well to late now, and the time limit was allowed to expire,, with out even giving the grievance a chance,

Now you have all the facts in this matter, I ask that you accept them as a complaint and request for help , or to advise as to the proper procedure to take to file the complaint.

Respectfully

A handwritten signature in cursive script, reading "Dennis A. Wronkowski". The signature is written in dark ink and is positioned above the printed name.

Dennis A. Wronkowski

7707 Callon Ave.
Schofield Wis. 54476

ARTICLE 8 - NO LOCK OUT

The County agrees that during the term of this agreement it will not lock out any of its employees unless any of the bargaining unit members are participants in a strike or other work stoppage.

ARTICLE 9 - PROBATION

- A. Length: All employees shall serve a probationary period of one (1) year from date of hire in the bargaining unit.
- B. Conditions: During the probationary period, the employee shall be subject to dismissal for any reason without recourse to the grievance procedure. In the event the employee becomes a permanent employee, his seniority shall accrue to the original date of hire, providing such employee was continuously employed by the County in this bargaining unit.

ARTICLE 10 - SENIORITY

Marathon County shall, during the life of the herein contract for the employees covered by the same, recognize seniority as herein provided:

- a) Lay Off - Recall: If it becomes necessary to reduce the work force, the last person hired shall be the first person laid off and subsequent to any layoff, the last person laid off shall be the first person offered reinstatement.
- b) Shift Preference: In determining shift preference where similar classifications are involved, the shift preference shall be given to the employees with the longer period of seniority.
- c) Accumulation: Seniority shall be accumulated on a month-to-month basis or major portions thereof for continuous months of service. Absence from work because of illness, layoffs, suspensions for less than thirty (30) days, or authorized leave shall not interrupt the accumulation of seniority.

ARTICLE 11 - WORK WEEK

The standard work week shall consist of an average of 42.115 hours in 1975 and 40 hours in 1976 at a schedule determined by the Sheriff.

B

ARTICLE 1 - RECOGNITION

Marathon County recognizes the Association as the bargaining representative for all regular full time deputies or clerks employed by the Marathon County Sheriff's Department, excluding the sheriff, chief deputy, lieutenants, sergeants, safety director, and part time employees, with regard to negotiations with the County concerning rates, hours and conditions of employment. Marathon County agrees that there shall be no discrimination, interference, restraint or coercion against any member of the Association because of membership therein or participation in any association activities.

ARTICLE 2 - CIVIL SERVICE

This agreement shall be implemented in accordance with the provisions of Section 111.70, Wisconsin Statutes, consistent with the legislative authority of the County Board of Supervisors, Marathon County, Wisconsin.

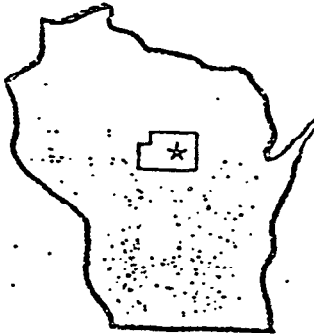
ARTICLE 3 - MANAGEMENT RIGHTS

The County possesses the sole right to operate County government and all management rights repose in it, but such rights must be exercised consistently with the other provisions of this contract. These rights, which are normally exercised by the County and Sheriff include, but are not limited to the following:

- A. To direct all operations of the Marathon County Sheriff's Department.
- B. To hire, promote, transfer, assign, and retain officers in positions with the County and to suspend, demote, discharge, and take other disciplinary action against deputies pursuant to the authority and under the rules and regulations of Marathon County.
- C. To relieve deputies from their duties because of lack of work or for other legitimate reasons.
- D. To maintain efficiency of County government operation entrusted to it.
- E. To introduce new or improved methods or facilities.
- F. To change existing methods or facilities.
- G. To contract out for goods or services.

MARATHON COUNTY

Jerry L. Stone, Personnel Director



(715)845-5279

John C.
CITY of WAUSAL

407 Grant Street, Wausau, Wisconsin 54401

C

April 23, 1975

Mr. William Duginski
Chairman, Grievance Committee
Marathon County Deputy Sheriffs Association
2606 E. Neupert
Schofield, Wisconsin 54476

Dear Mr. Duginski:

The Marathon County Personnel Committee met on Friday, April 18 to take up the grievance of Dennis Wronkowski. The Chairman has asked me to convey the decision to you.

After due consideration of the position of the Sheriff on this grievance and the presentation by the grievant, the County Personnel Committee finds the following:

- 1) Deputy Wronkowski is the most senior Deputy in the Department at this time.
- 2) Under the terms of the contract shift preference is determined by seniority if the employee is qualified.

The Committee orders that the Sheriff take prompt steps to alleviate this grievance in accordance with the above.

Sincerely,

J. L. Stone
J. L. Stone
Personnel Director

CC: Reinert
County Personnel Committee
Sheriff Gianoli
Everson



Equal Employment Opportunity For ALL

| | | | |
|------------------------------|-------------|------------------------------------|----------|
| <u>CHIEF</u> | | | |
| Donohi, Louis F..... | 248-9167 .. | 602 Cedar Street..... | 11-1-50 |
| <u>CHIEF DEPUTY</u> | | | |
| Donohi, John L..... | 845-1338*.. | 611 South 22nd Ave..... | 1-1-53 |
| <u>DEPUTY</u> | | | |
| Donohi, Kenneth B..... | 359-2914 .. | 2217 Riv. For. Rt. 6, Mosinee..... | 5-15-46 |
| Kohl, Theodore J..... | 845-6509 .. | 707 Steuben St..... | 1-16-57 |
| Mason, Elwood, Jr..... | 443-2993*.. | Rt. 1, Marathon..... | 11-11-63 |
| Donohi, James H..... | 359-4404 .. | 2202 Schofield Ave., Schof..... | 11-29-63 |
| <u>SAFETY DIRECTOR</u> | | | |
| Fredrich D. Dorava..... | 359-8263 .. | Rt. 6, West Rd., Mosinee..... | 7-1-68 |
| <u>SERGEANTS</u> | | | |
| Wolf, Walter M..... | 842-2771 .. | 1912 Roosevelt St..... | 1-1-49 |
| Schuetz, William D..... | 845-5450 .. | 2501 9th St..... | 9-1-51 |
| Fredrich, William J..... | 359-4520 .. | 1001 Harlyn Ave., Rothschild.... | 2-15-57 |
| Erdman, Donald R..... | 675-7441 .. | 820 North 7th Ave..... | 11-11-63 |
| Giese, Richard W..... | 536-4563 .. | Rt. 5, Box 117, Merrill..... | 10-25-65 |
| Auterman, Joseph E..... | 359-4841 .. | 417 James Ave., Rothschild..... | 2-6-67 |
| Pagel, David A..... | 845-6304*.. | 3205 Bob-O-Link..... | 11-20-67 |
| Streeter, Gerald D..... | 359-6455*.. | 5910 Decker St., Schofield..... | 11-20-67 |
| <u>DETECTIVES</u> | | | |
| Hartkopf, Robert G..... | 842-1407 .. | 2815 N. 12th St..... | 10-1-42 |
| Olson, Gordon L..... | 359-3342 .. | 308 Fern Lane..... | 6-15-46 |
| Fehl, Walter W..... | 845-9415 .. | 612 S. 4th Ave..... | 1-1-55 |
| Bean, Harold L..... | 443-2778 .. | Rt. 1, Marathon..... | 7-29-64 |
| Johnson, Philip R..... | 842-9405 .. | 610 N. 5th Ave..... | 3-16-65 |
| <u>COURT LIAISON OFFICER</u> | | | |
| McEwen, John L..... | 359-4048 .. | 5701 Alderson St., Schof..... | 2-6-67 |
| <u>JUVENILE OFFICER</u> | | | |
| <u>DEPUTIES</u> | | | |
| Wronkowski, Dennis A..... | 359-4998*.. | 7707 Callon Ave., Schof..... | 7-16-64 |
| Olejniczak, Stanley J.... | 359-4521 .. | 416 Moreland Ave., Schof..... | 3-16-65 |
| Clemment, David N..... | 842-2825 .. | 1214 Dunbar St..... | 9-20-65 |
| Madden, Patrick J..... | 359-3319 .. | 1603 Harvey Ave., Rothschild.... | 4-16-66 |
| Rochon, Nicholas H..... | 842-1893 .. | 1903 Falcon Ave..... | 11-1-66 |
| Brandt, Donald W..... | 359-3837 .. | 310 Becker St., Rothschild..... | 2-6-67 |
| Tarras, Ralph E..... | 359-6988*.. | 511 Oak, Rothschild..... | 3-1-67 |
| Lucas, Charles H..... | 443-3468 .. | Box 263, Marathon..... | 3-1-67 |
| Dychinski, David S..... | 848-8203 .. | 909 Plumer St..... | 1-1-68 |
| Hitwin, Donald J..... | 693-3732 .. | 206 4th St., Mosinee..... | 1-1-68 |
| Roddy, Wendell C..... | 352-2709*.. | Rt. 1, Edgar..... | 6-1-68 |
| Sanders, Robert J..... | 359-5723 .. | 303 W. James Ave., Rothschild... | 6-15-68 |
| Good, Deane M..... | 842-0248 .. | 506 S. 6th Ave..... | 1-1-69 |
| Punkelman, Richard E..... | 359-3664 .. | 4308 Douglas Ave., Schof..... | 1-1-69 |
| Janousek, Frank L..... | 842-7409 .. | Rt. 1, Box 122, Ringle..... | 3-1-69 |
| Barnekow, Mac. R..... | 845-3650 .. | 1406 Grand Ave..... | 3-10-69 |
| Will, Darrell R..... | 359-5596 .. | Rt. 1, Ringle..... | 1-1-70 |
| Duginske, William R..... | 359-4502 .. | 2506 E. Neupert, Schofield..... | 1-1-70 |
| Gilles, Gary N..... | 675-6931*.. | 1902 Merrill Ave..... | 1-1-70 |
| Krueger, Mark D..... | 359-8715 .. | 6101 Randy Jay, Schof..... | 1-1-71 |
| Oleinik, Conrad J..... | 446-3690 .. | Rt. 1, Hatley..... | 1-1-71 |
| Russell, Keith K..... | 842-7734 .. | 1301 E. Stark St..... | 9-1-71 |
| Woodward, Harvey III.... | 359-6254 .. | 8611 Scenic Dr., Schof..... | 12-1-71 |
| Neimuth, Tom W..... | 359-5212 .. | 2017 Bloedel Ave., Schof..... | 1-1-72 |
| Schubring, William O..... | 845-1922 .. | 1303 E. Bridge St..... | 7-16-73 |
| Wuehl, Robert L..... | 359-2029 .. | 21 Becker St., Rothschild..... | 8-13-73 |
| Schroeder, Richard G..... | 352-2437 .. | Box 281, Edgar..... | 10-1-73 |
| McCarthy, Dennis N..... | 845-7038 .. | 2105 Snowbird..... | 5-15-74 |
| Wonsch, Randy J..... | 842-5003 .. | 524 1/2 S. 3rd Ave..... | 7-2-74 |
| Wolker, Dennis E..... | 675-7984 .. | Rt. 1, Box 41C, Wausau..... | 8-12-74 |
| Witskie, Terry R..... | 845-3826 .. | 134 Broadway..... | 9-23-74 |
| Wriea, Garry E..... | 359-2776 .. | 502 Pflieger St., Rothschild... | 12-5-74 |
| Wits, Joe A..... | 675-2132 .. | 1512 N. 15th Ave..... | 2-9-76 |
| Wille, David L..... | 842-9135 .. | 1720 West Porter St..... | 6-14-76 |
| Wite, Raymond C..... | 359-7678 .. | 6300 Birch St. #8, Schofield..... | 7-7-76 |
| Wamer, Nancy M..... | 842-0303 .. | 221 1/2 N. 5th Ave..... | 7-15-76 |
| Wymond, Paul A..... | 845-9389 .. | 1903 McCaw Ave..... | 7-20-76 |
| <u>CIVILIAN EMPLOYEES</u> | | | |
| Wolmeyer, Esther A..... | 842-3839*.. | 1234 E. Kickbusch St..... | 1-3-66 |
| Wapp, Valeria M..... | 845-7041 .. | 607 Lincoln Ave..... | 3-10-72 |
| Wondelski, Raymond J.... | 693-3320 .. | Rt. 3, Box 326, Mosinee..... | 2-2-76 |
| Wohl, Joan M..... | 842-2469 .. | 630 E. Wausau Ave..... | 7-5-74 |
| Wronke, Gertrude L..... | 842-9011 .. | Rt. 5, Wausau..... | 2-9-76 |
| Wro, Dorcas L..... | 449-2826 .. | Rt. 1, Aniwa..... | 7-19-76 |
| Wlara, Terraine C..... | 693-2578 .. | Rt. 3, Box 313, Mosinee..... | 7-19-76 |
| Wlake, Sandra J..... | 359-4319 .. | 6108 Randy Jay, Schof..... | 7-27-76 |
| Wlor, Wayne A..... | 845-2608 .. | 631 Grant St..... | 8-2-76 |
| Wlor, Peter J..... | 845-6501 .. | 1212 S. 10th Ave..... | 8-3-76 |

May 22 1976

Mr. Richard Kohlbeck
Chairman
Personnel Committee
Marathon County Board

sten E

Mr. Jerry Stone
Personnel Director
Marathon County

Mr. Louis F. Gianoli
Sheriff
Marathon County

In the matter of the Grievance of Deputy Dennis A. Wronkowski

Dear Sirs:

Since our meeting of April 15th. 1976, when the grievance matter was set aside to May 15th. 1976 with the promise of the committee to have a ruling on the matter I have had a meeting with Sheriff Gianoli.

In this meeting with Sheriff Gianoli, he assured me that my seniority will be honored, that I could stay in the job I am now doing in the process division, or that I could go into the Detective Bureau where there will be an opening in the next two to three weeks. That the decision would be mine to make.

I had at that time informed Sheriff Gianoli that when the time comes to make the appointment of a deputy to the Detective Bureau that I would like to be asked and I would give him my decision then. I had also informed Sheriff Gianoli that I would write a letter to Mr. Stone and the Personnel Committee of this decision.

I ask at this time to have the Personnel Committee of the Marathon County Board to set aside this grievance at this time. And to consider the grievance closed unless the promises made do not come to pass. At which time I would like to reopen the grievance at this point.

The meeting I had with Sheriff Gianoli was the first time in years we had been able to sit down and talk, and I have faith that this matter can remain closed.

I thank you for all your time, effort, and consideration you have place in the matter of this grievance

Respectfully

Dennis A. Wronkowski
Dennis A. Wronkowski

MARATHON COUNTY SHERIFF'S DEPARTMENT

SPECIAL NOTICE REPORT

SUBJECT: DEPARTMENT TRANSFERS
TO: ALL MEMBERS OF THIS DEPARTMENT

TIME: 1:00PM
DATE: NOVEMBER 4, 1976

EFFECTIVE FRIDAY, NOVEMBER 5TH, 1976, THE FOLLOWING TRANSFERS OF
PERSONNEL WILL BE CARRIED OUT:

TO BE TRANSFERRED TO THE WARRANT DIVISION:

DEPUTY DEANE M. WOOD

TO BE TRANSFERRED TO THE PATROL ON "B" SHIFT:

DEPUTY DENNIS A. WRONKOWSKI

TO BE TRANSFERRED TO THE PROCESS DIVISION:

DEPUTY DONALD J. LITWIN

ALL SECTION COMMANDERS WILL TAKE IMMEDIATE STEPS FOR PLACEMENT OF THE
TRANSFERRED DEPUTIES.

ACKNOWLEDGEMENT BY ENDORSEMENT

BY ORDER OF:

SIGNED: James F. Gaudin
POSITION: Sheriff

November 5th 1976

Mr. Richard Kohlbeck
Chairman
Personnel Committee
Marathon County Board

G

Mr. Jerry Stone
Personnel Director
Marathon County

Mr. Louis F. Gianoli
Sheriff
Marathon County

In the matter of the Grievance of Deputy Dennis A. Wronkowski
Dated Feb. 24th. 1976.

Dear Sirs:

As per our telephone conversation on November 4th. 1976, I am submitting this as a formal request to reopen the grievance at the step it was set aside in abeyance to the promises of Sheriff Gianoli.

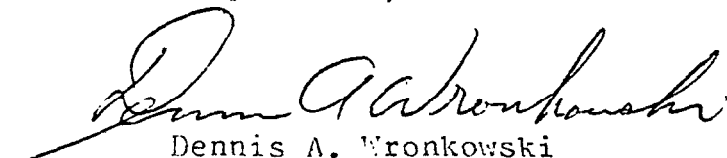
As you may recall a meeting was set for May 15th. 1976 with the Personnel Committee of the Marathon County Board to settle this grievance. On May 12th. 1976 I had a meeting with Sheriff Gianoli at which time he assured me that my seniority would be honored, that I could continue in the job I was doing in the process division, or I could go into the Detective Bureau as soon as an opening opened up in two to three weeks.

I had informed you of this meeting by letter on May 22nd 1976 after giving Mr. Stone a phone call asking him to cancel the May 15th meeting and give Sheriff Gianoli a chance to settle the matter within the department. Copy of this letter is attached.

In the letter I also mentioned that I had faith that the matter can remain closed. Well it seems as my faith had been shattered as on November 4th 1976 Sheriff Gianoli has again violated my seniority rights under the work agreement between the Marathon County Deputy Sheriff Association and Marathon County. He has removed me from the process division and has placed a deputy with less seniority than I to replace me in the process division. Also the deputy that was allowed to remain in the process division has less seniority than I have.

I wish to thank you in your promptness in setting this grievance for November 23th. 1976

Respectfully Submitted


Dennis A. Wronkowski

OFFICIAL NOTICE AND AGENDA

A meeting of the County Personnel and Labor Relations Committee, City Personnel and Labor Relations Committee and Joint Personnel Committee will be held at Emergency Government Services Conference Room

at 3:00 (am/pm), on November 23, 197 6

AGENDA

County Personnel and Labor Relations Committee Items

1. Roll Call
2. Minutes of last meeting
3. Employee retirement party (Kieffer)
4. Consideration of five new Public Health Environmental Sanitarian specifications (Million)
5. Establish two Public Health Environmental Sanitarian positions (Million)
6. Draft Disciplinary Guide (Stone)
7. Proposed Planning Internship Program (Forrest)
8. Christmas & New Years holiday provisions (Stone)
9. Adjustments to 1976 budget (Stone)
10. Wronkowski Grievance (Gianoli-Wronkowski)
11. Establish hourly rate for County Land Surveyor (Nimz & Baur)
12. Probation Department - New & Redefined CETA slots plus hiring Probation Officer (Anderson)
13. Social Services reorganization proposal (Delap & Kort)
14. CETA Planning request for CETA PSE position (Cook)

Joint Personnel Committee Items

Signed: J. L. Atwood, Jr.
(Presiding Officer or His Designee)

I HEREBY ACKNOWLEDGE RECEIPT
OF A COPY OF THE WITHIN

Date Nov 16 Time 9

By W. L. W.
DAILY HERALD CO., INC.

THIS NOTICE POSTED AT CITY HALL/COURTHOUSE

Date _____ Time _____ (am/pm)

By _____

PERSONNEL AND LABOR RELATIONS COMMITTEE

Date 12-9-76 Time 7:00 (am/pm) Place Emergency Government Center

County Committee

| | PR | AB |
|-------------------|----|----|
| Chm.-Kohlbeck | X | |
| V. Chm.-MacDonald | X | |
| Sec.-Brodhead | X | |
| Mem.-Hilber | X | |
| Mem.-McClain | X | |
| Ex Of-Gunderson | | X |
| Staff J.L. Stone | | |

Joint Committee

| | PR | AB |
|------------------|----|----|
| Chm.-Kohlbeck | | |
| V. Chm.-Mayer | | |
| Mem.-Brodhead | | |
| Mem.-McClain | | |
| Mem.-vonGnechten | | |
| Mem.-Johnson | | |
| Mem.-Williams | | |
| Ex Of-Kannenber | | |
| Ex Of-Gunderson | | |

City Committee

| | PR | A |
|------------------|----|---|
| Chm.-Mayer | | |
| V. Chm.-Johnson | | |
| Mem.-McClain | | |
| Mem.-vonGnechten | | |
| Mem.-Robinson | | |
| Ex Of-Kannenber | | |
| Staff | | |

Visitor Forrest, Sherfinski
Wronkowski, Rutlin, LaPorte
Block, Prezinski, Rupinski
Reichenbach, Kort, M.

Staff
Visitor

Visitor

Andringa, R. Andringa, Delap, Joswiak, Penhaus

Personnel & Labor Relations Committee Minutes: (COUNTY)

1. Roll Call as above.
2. Minutes of last meeting approved as published.
3. Motion by Hilber second by Brodhead to approve the Disciplinary Guide. Motion passed.
4. Motion by Hilber second by Brodhead to table the Personnel Department budget adjustment. Motion passed.
5. Motion by Hilber second by Brodhead to approve an hourly rate of \$3.00 per hour for a Graduate Intern in the Planning Department on the condition that the present Planning Department funds be used to fund these payments. Motion passed.
6. Motion by Hilber second by Brodhead to recommend that the County Board establish a position of Tax Cartographer, on provision that the Finance Committee determine whether Title II funds from the Public Works Employment Act will cover the position. When said funds terminate the position will terminate. Motion passed.
7. Motion by MacDonald second by Hilber to recommend that the County Board establish a position of Custodian I at the Committee on Aging and authorize 100% salary, currently set by ordinance at \$6,500, on provision that the Finance Committee determine whether Title II funds from the Public Works Employment Act will cover the position. When said funds terminate the position will terminate. Motion passed.
8. Motion by McClain second by Brodhead to reopen the April 15, 1976 grievance of Dennis Wronkowski at this point of time before the Committee. Motion passed.
9. Motion by Brodhead second by McClain to direct Sheriff Gianoli to abide by the labor agreement regarding the Wronkowski grievance. Motion passed.
10. Motion by MacDonald second by McClain to table the City Relief Contract matter. Motion passed.
11. Motion by Hilber second by McClain to recommend to the County Board to delete one Social Work Supervisor I and one Social Worker II and establish one Deputy Director, 100% salary, \$20,700, and establish one Complimentary Services Supervisor, 100% salary, \$14,400 effective January 1, 1977. Motion passed.
12. Motion by McClain second by Hilber to recommend to the County Board to establish one Case Aide I, one Social Services Aide II, one Typist I position at the Department of Social Services effective January 1, 1977, Said positions to be paid per the current labor agreement. Motion passed.

Secretary Signature

[Signature]

L

January 3rd. 1977

Mr. Richard Kohlbeck
Chairman
Personnel Committee
Marathon County Board

Mr. Jerry Stone
Personnel Director
Marathon County

Dear Sirs:

This to inform you that as of the above date nothing has been done regarding the agreement reached, or motion passed by the Marathon County Board Personnel Committee on December 9th. 1976 concerning the grievance of Deputy Dennis A. Wronkowski.

I have tried a number of times to see Sheriff Gianoli on this matter, but he has someone in his office and can not be disturbed is not in his office at the time, is at some meeting, or is out of town.

It is my understanding through rumor that nothing will be done on this because of a new contract going into effect on January 1st. 1977.

I have researched this matter some and found that

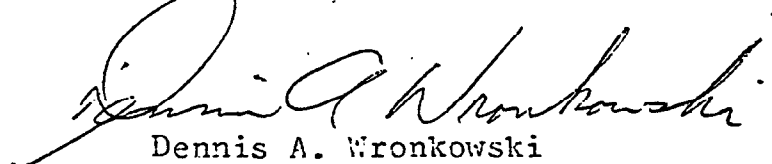
1. A grievance will be settled by the contract in effect at the time of the filing of the grievance.
2. That when an employer, in this case the county, and an employee reach an agreement to settle a grievance and the agent for the employer be he, Department head, Supervisor, or foreman, etc. in this case the Sheriff, fails to act upon the decision of the employer, then it fall upon the employer to see that the agent will abide by that decision.
3. That there are no grounds for arbitration in this case as both the employer and employee agree to the settlement of this grievance. That the County, employer in this case is obligated to take whatever action is necessary to see that the decision of the Personnel Committee is carried out.

I do not like coming to the Personnel Committee each month with the same grievance, any more then the Personnel Committee must like hearing the same grievance each month. It is my foundest hope that this matter can be settled shortly, once and for all.

I again state that I will take a reinstatement into the Process Division , will end this grievance and all other grievances, not filing for any other position.

I feel that I have carried out any and all assignments given to me in a professional manner and fashion for the 12½ years I have been a Marathon County Deputy Sheriff. That my conduct both in and out of uniform, both on and off duty has been above question. That I have passed any and all tests I have taken for Sergeant and Detective. That I have been assigned to the Process Division from April to November 1976 and have served 898 civil and criminal process in that time. That with being the senior deputy in the Sheriff Department I feel should qualify me for assignment to the Process Division again.

Respectfully Submitted



Dennis A. Wronkowski

at said hearing, but the commission may in its discretion permit the accused to be represented by counsel and may request the presence of an assistant district attorney to act with the commission in an advisory capacity.

The provision as to 10 days' suspension applies only to minor cases warranting intra-departmental discipline, not to serious charges referred to the civil service commission. *State ex rel. Messner v. Milw. C. Civil S. Comm.* 56 W (2d) 438, 202 NW (2d) 13.

63.11 Standard scale of compensation.

The chief examiner, under the direction of the commission and in co-operation with the county clerk (or county auditor, if any) and with the heads of the various departments, shall devise and recommend to the board of supervisors a standardized scale of wages and salaries for all county offices and positions in the classified service, said scale to be graduated according to the duties performed, the length of service and efficiency records of the officers or employes, and the time of day or night such services are performed by the establishment of shifts. The supervisors shall consider and act in some way upon this scale at the last meeting of said board in the month of October next following its recommendation, and if adopted it shall go into effect on the first day of January following its adoption, or at such other date as may be provided by law.

63.12 Investigations; testimonial powers; witnesses.

(1) Each member of the commission may subpoena witnesses, administer oaths, examine witnesses and compel the production of documents, records, and papers of all sorts in conducting such investigations as the commission may deem necessary or proper in order to ascertain whether or not the provisions of ss. 63.01 to 63.16, inclusive, are being carried into effect. The commission may examine such public records as it requires in relation to any such investigation. All officers and other persons in the civil service of the county shall attend and testify when required to do so by the commission.

(2) In case of the refusal of any person to comply with any subpoena issued hereunder or to testify to any matter regarding which he may be lawfully interrogated, the circuit court of the county or the judge thereof, on application of any one of the commissioners, shall issue an order requiring such person to comply with such subpoena and to testify, or either, and any failure to obey such order of the court may be punished by the court as a contempt thereof.

(3) Each person, not in the civil service of the county, who appears before the commission by its order shall receive for his attendance the fees and mileage provided for witnesses in civil actions in courts of record which shall be paid out

of the appropriation to the commission. But no witness subpoenaed at the instance of parties other than the commission shall be entitled to witness fees or mileage unless the commission certifies that his testimony was relevant and material to the matter investigated.

63.13 Certification of pay rolls.

No payment for personal services of any officer or employe in the classified service of any county wherein ss. 63.01 to 63.16 are applicable shall be made by any county officer unless the commission has certified that the officer or employe claiming such payment is holding his position legally under the provisions of said ss. 63.01 to 63.16 and the rules of the commission. Such certification shall be required on each and every pay roll for each and every office and position in the county service, which is subject to the provisions of said ss. 63.01 to 63.16. County officers making payments in violation of this section shall be liable for the full amount thus paid and shall be deemed guilty of a violation of the provisions of said ss. 63.01 to 63.16, and subject to the penalties provided in s. 63.17.

63.14 Prohibited influences and practices.

(1) Except as provided otherwise by s. 63.05 (2), no factor or influence other than the fitness of a person to perform the duties of the office or position in which he is acting or employed, or to which he is seeking appointment, shall affect the determination of appointments, promotions, transfers, suspensions or discharges with respect to any office or employment within the scope of ss. 63.01 to 63.16, inclusive.

(2) The following practices are especially forbidden in any county wherein ss. 63.01 to 63.16, inclusive, are applicable: Pernicious political activity by any county officer or employe in the classified service; the giving of any consideration, whether financial or otherwise, in return for appointment to an office or position in the service of said county; the obstruction or deceiving of any person desiring to take an examination under the provisions of said sections, or desiring to secure information concerning any such examination; the deliberate mismarking or miscalculation of grades of any applicant taking an examination under said sections; the impersonation by any person of any other person in connection with the holding of any examination under said sections; and the giving to or receiving by candidates for examination information or assistance enabling such candidates to obtain an unfair or improper advantage over other candidates for the same examination.

(3) No county specified in s. 63.01 or any department, officer or employe thereof shall hire

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(b) It is a prohibited practice for a municipal employee, individually or in concert with others:

1. To coerce or intimidate a municipal employee in the enjoyment of his legal rights, including those guaranteed in sub. (2).

2. To coerce, intimidate or induce any officer or agent of a municipal employer to interfere with any of its employees in the enjoyment of their legal rights, including those guaranteed in sub. (2), or to engage in any practice with regard to its employees which would constitute a prohibited practice if undertaken by him on his own initiative.

3. To refuse to bargain collectively with the duly authorized officer or agent of a municipal employer, provided it is the recognized or certified exclusive collective bargaining representative of employees in an appropriate collective bargaining unit. Such refusal to bargain shall include, but not be limited to, the refusal to execute a collective bargaining agreement previously agreed upon.

4. To violate any collective bargaining agreement previously agreed upon by the parties with respect to wages, hours and conditions of employment affecting municipal employees, including an agreement to arbitrate questions arising as to the meaning or application of the terms of a collective bargaining agreement or to accept the terms of such arbitration award, where previously the parties have agreed to accept such awards as final and binding upon them.

5. To coerce or intimidate an independent contractor, supervisor, confidential, managerial or executive employee, officer or agent of the municipal employer, to induce him to become a member of the labor organization of which employees are members.

(c) It is a prohibited practice for any person to do or cause to be done on behalf of or in the interest of municipal employers or municipal employees, or in connection with or to influence the outcome of any controversy as to employment relations, any act prohibited by par. (a) or (b).

(d) Nothing in this subchapter shall preclude law enforcement or firefighting supervisors from organizing separate units of supervisors for purposes of negotiating with their municipal employers. The commission shall by rule establish procedures for certification of such units of supervisors and the levels of supervisors to be included. The commission may require that the representative in a supervisory unit shall be an organization that is a separate local entity from the representative of the employees but such requirement shall not prevent affiliation by a supervisory representative with the same parent

state or national organization as the employee representative.

(4) **POWERS OF THE COMMISSION.** The commission shall be governed by the following provisions relating to bargaining in municipal employment in addition to other powers and duties provided in this subchapter:

(a) *Prevention of prohibited practices.* Section 111.07 shall govern procedure in all cases involving prohibited practices under this subchapter except that wherever the term "unfair labor practices" appears in s. 111.07 the term "prohibited practices" shall be substituted.

(b) *Failure to bargain.* Whenever a dispute arises between a municipal employer and a union of its employees concerning the duty to bargain on any subject, the dispute shall be resolved by the commission on petition for a declaratory ruling. The decision of the commission shall be issued within 15 days of submission and shall have the effect of an order issued under s. 111.07. The filing of a petition under this paragraph shall not prevent the inclusion of the same allegations in a complaint involving prohibited practices in which it is alleged that the failure to bargain on the subjects of the declaratory ruling is part of a series of acts or pattern of conduct prohibited by this subchapter.

(c) *Methods for peaceful settlement of disputes.* 1. "Mediation". The commission may function as a mediator in labor disputes. Such mediation may be carried on by a person designated to act by the commission upon request of one or both of the parties or upon initiation of the commission. The function of the mediator shall be to encourage voluntary settlement by the parties but no mediator shall have the power of compulsion.

2. "Arbitration". Parties to a dispute pertaining to the meaning or application of the terms of a written collective bargaining agreement may agree in writing to have the commission or any other appropriate agency serve as arbitrator or may designate any other competent, impartial and disinterested person to so serve.

3. "Fact-finding". If a dispute has not been settled after a reasonable period of negotiation and after the settlement procedures, if any, established by the parties have been exhausted, and the parties are deadlocked with respect to any dispute between them arising in the collective bargaining process, either party, or the parties jointly, may petition the commission, in writing, to initiate fact-finding, as provided hereafter, and to make recommendations to resolve the deadlock.

a. Upon receipt of a petition to initiate fact-finding, the commission shall make an investigation with or without a formal hearing, to determine whether a deadlock in fact exists.

16.13 DEPARTMENT OF ADMINISTRATION

refusal to examine or to certify, as the case may be. Upon request of an applicant or an eligible for a civil service position who is blind, the department of health and social services shall obtain from the director a detailed description of all duties entailed by such position and investigate the necessity for eyesight in the fulfillment of the duties of any position, and shall determine and report its findings to the director, as to the physical ability of the applicant, or eligible, to perform the duties of such position. Such findings shall be conclusive as to the physical qualifications of any applicant, or eligible, so examined.

(3) When any position to be filled involves fiduciary responsibility, the appointing authority, where otherwise permitted by law, may require the appointee to furnish bond or other security, and shall notify the director of the amount and other details thereof. Any surety company authorized to do business in this state shall be a sufficient security on any such bond.

History: 1971 c. 270

16.14 Political or religious affiliations; no discrimination. No question in any form of application or in any examination shall be so framed as to elicit information concerning the partisan political or religious opinions or affiliations of any applicant nor shall any inquiry be made concerning such opinions or affiliations and all disclosures thereof shall be discounted except that the director may evaluate the competence and impartiality of applicants for positions such as clinical chaplain in a state institutional program. No discriminations shall be exercised in the recruitment, application, examination or hiring process against or in favor of any person because of his political or religious opinions or affiliations or because of his age, sex, handicap, race, color, national origin or ancestry except as otherwise provided.

History: 1971 c. 270.

16.15 Promotion. When, in the judgment of the director, the group of applicants best able to meet the requirements for vacancies in positions in the classified service are available within the classified service, such vacancies shall be filled by competition limited to persons in the classified service who are not employed under s. 16.21.

History: 1971 c. 270 s. 50.

16.16 Recommendations. (1) Selection of classified state employees shall be based solely on merit and no employment recommendation shall be based on political or religious affiliations or on membership in associations not primarily related to merit in employment.

(2) An appointing authority may consider only those recommendations which he believes provide an objective evaluation of an applicant's character, training, experience, skills or aptitudes as they relate to the requirements for the position.

(3) Applicants for promotion shall not use recommendations from any source.

History: 1971 c. 270.

16.17 Unskilled labor and critical recruitment selection. (1) The director may, to meet the needs of the service, establish separate recruitment, examination and certification procedures for filling positions in unskilled labor and service classes.

(2) The director may designate classifications in which applicants are in critically short supply and may develop such recruitment, examination and certification processes as to provide departments with prompt certification when qualified applicants can be found, provided that due notice has been given and proper competitive standards have been maintained.

History: 1971 c. 270.

16.18 Entry professional selection. The director may establish by rule an entry professional class program for use in a wide range of entry professional positions.

(1) In connection with this program the director may:

(a) Establish separate classifications and corresponding pay provisions to provide state departments an entry professional program through which they can compete on campus and in the labor market for the best available applicants.

(b) Provide that certifications and appointments may be made from among any applicants who have attained eligibility or by a process of selective certification from among all eligibles.

(2) The director may provide for cooperative programs leading to eligibility for permanent appointment in order to enable state departments and institutions of higher education to attract and train the highest caliber of undergraduate or graduate students for government employment.

History: 1971 c. 270.

16.185 Understudy selection. The director may provide by rule for an understudy program to assure continuity in selected positions.

History: 1971 c. 270.

16.19 Career executive selection. The director may by rule develop a career executive

program that emphasizes excellent skills in order to provide with a pool of highly qualified employees a broad opportunity for advancement and to provide employees among the department government for the their managerial and administrative purposes. The director may provide policies for recruitment, examination, register control, certification, salary administration, reemployment, separation, and other employment matters to determine the position of career executive employees. History: 1971 c. 270.

16.20 Certification, registers. (1) Appointing authority shall give notice to the director in any position in the department shall be in accordance with the rule of chapter and the rule of chapter of eligibles for permanent employment, the position is classified as such, which have no other provisions.

(2) Unless otherwise provided by chapter and rules, appointments shall be made from among all eligibles in the classification certified to the director. (1) Appointments shall be made by the director after the date of certification. If the director does not make an appointment within 60 days after certification in writing therefor. If the director fails to make an appointment under the merit system, the director shall be deemed to have rejected that an appointment.

(3) The term of appointment and period thereafter shall be determined by the date of the certification. If the certification is made under s. 16.22 and 16.2

(4) (a) The director shall register eligibles only when in the process of making a selection.

(b) The director shall register for

February 8, 1978

Mr. Jon P. Peterson
Attorney at Law
P. O. Box 147
Wausau, WI 54401

Re: Dennis Wronkowski - Complaint

Dear Mr. Peterson:

We are in receipt of the complaint filed by yourself in behalf of Dennis A. Wronkowski naming Sheriff Louis F. Gianoli and the State of Wisconsin as the respondents. There are a number of matters contained in the complaint which should be called to your attention.

Sheriff Gianoli is an employee of the County for the purposes of the Municipal Employment Relations Act, and not an employee of the State of Wisconsin; and therefore the State cannot be a respondent.

You further allege a violation of a 1975 collective bargaining agreement between Marathon County and the Marathon County Deputy Sheriff's Association. You further allege that on November 4, 1976 Sheriff Gianoli committed a prohibited practice by transferring the complainant from a day shift to a night shift.

You do not allege that a collective bargaining agreement was in existence for the year 1976. Furthermore, and vital to your right to proceed, we direct your attention to Section 111.70(4)(a) of the Municipal Employment Relations Act which provides that procedures in all prohibited practice cases shall be governed by Section 111.07 of the Wisconsin Statutes. Subsection (14) of the latter Section provides: "The right of any person to proceed under this section shall not extend beyond one year from the date of the specific act or unfair labor practice alleged." Your complaint alleges that the violation occurred on November 4, 1976, which is more than one year prior to the date on which the complaint was filed. Therefore, it would appear that this Commission has no jurisdiction to process your complaint.

In addition, assuming that the complaint was timely filed, if the collective bargaining agreement contained a grievance pro-

APPENDIX B

Mr. Jon P. Peterson
Page 2
February 8, 1978

cedure with or without arbitration, it is necessary to establish that the complainant exhausted the procedures set forth in said provisions before the Commission would proceed on the merits; and, incidentally, if the agreement contained a final and binding arbitration provision, in the absence of proof of a denial of fair representation by the Association, the Commission would not determine the complaint on merits.

Of course, this letter is not to constitute any form of ruling by the Commission, but to advise you as to the possible consequences should a hearing be held in the matter. Please advise.

Very truly yours,

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

Morris Slavney
Chairman

MS/kj