

STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

TEAMSTERS, CHAUFFEURS AND
HELPERS, LOCAL 43,

Complainant,

vs.

TOWN OF SALEM,

Respondent.

Case III
No. 28247 MP-1229
Decision No. 18812-A

Appearances:

Goldberg, Previant, Uelmen, Gratz, Miller, Levy & Brueggeman, S.C., Attorneys at Law, by Ms. Marianne Goldstein Robbins, 788 North Jefferson Street, Milwaukee, Wisconsin 53202, appearing on behalf of the Complainant.
Schoone, McManus, Hankel & Ware, S.C., Attorneys at Law, by Mr. Adrian P. Schoone and Mr. Robert E. Hankel, 1300 South Green Bay Road, Racine, Wisconsin 53401, appearing on behalf of the Respondent.

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDERS

Teamsters, Chauffeurs and Helpers Local 43 having filed a complaint of prohibited practices with the Wisconsin Employment Relations Commission, hereinafter Commission, alleging that the Town of Salem has committed certain prohibited practices within the meaning of Section 111.70 of the Municipal Employment Relations Act, hereinafter MERA; and the Commission on July 3, 1981, having appointed Lionel L. Crowley, a member of its 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) Wis. Stats.; and hearings on said complaint having been held before the Examiner in Salem, Wisconsin on August 24 and 31, 1981; and briefs having been filed by the parties with the Examiner by December 28, 1981; and the Examiner having considered the evidence and arguments of Counsel, and being fully advised in the premises, makes and files the following Findings of Fact, Conclusions of Law and Orders.

FINDINGS OF FACT

1. That Teamsters, Chauffeurs and Helpers Local 43, hereinafter referred to as the Complainant, is a labor organization under MERA and is the exclusive bargaining representative of all regular full time and regular part time employees of the Town of Salem who have the power of arrest, excluding all non-sworn, supervisory, confidential and managerial employees; and that its offices are located at 1624 Yout Street, Racine, Wisconsin 53404.

2. That Town of Salem, hereinafter referred to as the Respondent, is a municipal employer under MERA and is engaged in the providing of police services in Salem, Wisconsin, and its offices are located in Salem, Wisconsin 53168.

3. That on April 7, 1981, 1/ the Respondent held its Spring election and the following Town Board members were elected: Howard Gehrke, Richard Hautzinger, Duane Reh, Robert Beland and Richard Stetson; that Richard Hautzinger was the only incumbent of the previous Town Board; and that Duane Reh, immediately prior to his election to the Town Board, was employed as a regular part time police officer by the Respondent.

1/ Unless otherwise indicated, all dates hereinafter refer to 1981.

4. That on April 9, 1981, the Respondent's Town Board held its regular monthly meeting at which Supervisor Duane Reh was appointed Police and Water Patrol Commissioner.

5. That on April 10, 1981, the Commission conducted a representation election among the employees in the above described unit; that there were nine employees eligible to vote and eight employees voted in the election, six of whom voted for representation by Complainant and two voted against such representation; that Respondent did not file any objections to the conduct of the election; and that the Commission on May 5, 1981, issued a "Certification of Representative" wherein it certified that Complainant was the collective bargaining representative for the employees in the above described unit.

6. That also on April 10, 1981, prior to the election, Police Commission Reh sent a letter addressed "To All Officers" which provided in pertinent part:

"As of this date, April 10, 1981, please be advised by full Town Board decision that Officer Lyndel McCarley is hereby promoted to Commanding Officer in charge of operations and personnel, with the rank of Lieutenant. All inquiries will be made to Sgt. Schultz, who in turn will turn them over to Lt. McCarley. If you have any problems with this, please contact Lt. McCarley and he can contact me."

7. That on April 22, 1981, the Respondent's Town Board met and gave full time employees increases in wages and benefits retroactive to April 1, 1981; that there was no history that pay increases were given at a specified date each year or that any pay increases were previously approved for full time police officers; that the wage increases applied to two bargaining unit members, Lt. McCarley and Sgt Schultz and were as follows:

	1981	1982
LT.	1.75 to \$9.37	1.28 to \$10.65
SGT.	1.75 to \$8.87	1.28 to \$10.15;

and that prior to April 22, 1981, Lt. McCarley's pay rate was \$7.06 per hour and Sgt. Schultz's pay rate was \$7.39 per hour; and that McCarley and Schultz were given the authority to recommend personnel matters concerning hiring and related matters.

8. That the foregoing pay raises and benefits were granted without any prior bargaining or consultation with Complainant.

9. That Thomas Berger, Complainant's business representative, by letter dated April 27, 1981, informed Howard Gehrke, Respondent's Town Board Chairman that:

"In view of the fact that Teamsters Local Union No. 43 was certified as the exclusive representative for all regular full time and regular part time employees of the Town of Salem, who have the power of arrest, excluding all non sworn supervisory, confidential, and managerial employees, Teamsters Local Union No. 43 hereby requests that a meeting for the purpose of negotiations occur as soon as possible.

We suggest that the first meeting for negotiations occur in the office of this local union on Monday, May 11, 1981 at 9:00 a.m. If the time, place or date is inconvenient for you, contact the writer and a mutually acceptable date can be arranged.";

and that Respondent did not make a reply to this letter.

10. That on April 28, 1981, the Respondent's Town Board held a special meeting related to personnel matters; that it determined to retire Preston Stoxen, a regular part time police officer, from the police department for health reasons; that Stoxen's health had not changed in the last year; that his retirement was not based on any misconduct or inability to perform his duties; that the retirement of Preston Stoxen was based, in part, on his having engaged in concerted protected activity; that the Town Board at this meeting also demoted Lt. Kenneth Polzin, a regular part time police officer, to patrolman; and that the Town Board eliminated certain shifts and thereby reduced the hours of regular part time police officers.

11. That by a letter dated April 29, 1981, police Commissioner Reh notified Officer Stoxen of his retirement effective that date; and that by a letter dated April 29, 1981, Police Commissioner Reh notified Officer Polzin of his demotion from Lt. to patrolman effective that date.

12. That on April 30, 1981, the Respondent's Town Board held a special meeting related to personnel matters wherein it further reduced the hours of regular part time officers for the month of May, 1981.

13. That the Respondent's foregoing actions on April 28, 29 and 30, 1981 were effected without any prior bargaining or consultation with Complainant.

14. That by a letter dated April 30, 1981, Thomas Berger informed Respondent's Town Chairman that:

"As the exclusive bargaining representative of the law enforcement personnel of the Town of Salem, Local Union No. 43 must inform you that any finalizing of the proposed change in the allocation of patrol duty between part time employees, at this time, is illegal and we, therefore, request that you defer action on this matter.

Teamsters Local Union No. 43 only recently won representation election for the Town's law enforcement employees. Now the Town has terminated one employee, demoted the Union steward and promoted a third employee to an apparently supervisory position.

We understand that the Town further proposed to alter the allocation of hours between part time employees. Please be advised that one of the above actions constitutes discrimination in the terms and conditions of employees for the purpose of discouraging union membership in violation of Section 111.70(3)(a)3 Wisconsin Statutes.

The demotion and termination of employees without a prior notice and hearing also violate the affected employees' due process right. The proposed change in hours allocated between part time employees constitutes a mandatory subject of bargaining.

Any change in the present allocation without first bargaining with Local Union No. 43 will constitute a violation of section 111.70(3)(a)4.

This is to advise you that the Union requests bargaining on any proposed changes in the allocation of hours between part time officers. Any unilateral change in the allocation of hours will constitute a prohibited practice.

Our attorney will be contacting you shortly with respect to termination and demotion of law enforcement employees, which we understand to have already been effectuated by illegal means.";

and that the Respondent did not reply to this letter.

15. That Thomas Berger by a letter dated May 12, 1981, notified Respondent's Town Chairman:

"Since the Town of Salem Board ignored the letter sent by this office on April 27, 1981 requesting negotiations, Teamsters Chauffeurs & Helpers Local Union No. 43 is once again requesting a meeting for the purpose of negotiations as soon as possible.

We suggest Friday, May 22, 1981 at 9:00 a.m. for meeting for the purpose of negotiations. The place suggested is: Conference Room, Teamsters Hall, 1624 Yout Street, Racine, Wisconsin.

If Teamsters Local Union No. 43 does not receive a reply to this request of negotiations by Friday, May 15, 1981, we will consider said lack of reply to be a refusal to bargain on the part of the Town of Salem.";

and that the Respondent did not reply to this request.

16. That commencing May 23, 1981, Water Patrol officers Chapman and Hein, regular part time sworn employees, were assigned duties as police officers; and that prior to May, 1981 Chapman and Hein did not perform police patrolman duties.

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

CONCLUSIONS OF LAW

1. That Respondent, Town of Salem, by: a) unilaterally granting wage increases to McCarley and Schultz; b) by unilaterally changing hours of bargaining unit employees; and c) by unilaterally demoting Polzin, all without prior consultation or negotiation with Complainant, has committed prohibited practices within the meaning of Sections 111.70(3)(a)1 and 4 of MERA.

2. That Respondent, Town of Salem, by its failure or refusal to meet and confer with Complainant following Complainant's requests for a meeting to commence negotiations committed a prohibited practice within the meaning of Section 111.70(3)(a) 4 and 1 of MERA.

3. That Respondent, Town of Salem, discriminated against Preston Stoxen by causing his involuntary retirement, at least in part, because he had engaged in protected concerted activity, and Respondent thereby, has committed a prohibited practice within the meaning of Section 111.70(3)(a)3 of MERA.

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, Town of Salem, its officers and agents, shall immediately:

1. Cease and desist from : a) unilaterally granting wage increases to bargaining unit employees; b) unilaterally establishing hours of employment for unit employees; c) unilaterally demoting bargaining unit employees.

2. Cease and desist from refusing to meet and confer at reasonable times with Complainant with respect to wages, hours and conditions of employment.

3. Cease and desist from discriminating against employees in regard to hiring tenure and other terms and conditions of employment because of said employees' protected concerted activity.

4. Take the following affirmative action which the Examiner believes will effectuate the policies of MERA.

~~a. Reinstitute the hours of employment for regular part time police officers which existed immediately before April 28, 1981 and make them whole for any loss of wages or benefits they suffered by reason of the unilateral change in hours.~~

b. Reinstate Patrolman Polzin to the rank of Lieutenant.

c. Upon request, bargain collectively with Complainant with respect to wages, hours and conditions of employment before granting any further wage increases and before changing the hours of unit employees.

d. Offer to Preston Stoxen immediate employment as a regular part time patrolman in the Town of Salem police department and make him whole for any loss of pay he may have suffered by reason of the discrimination against him from April 29, 1981 to the date the offer of reemployment is extended to him.

e. Notify all employees by posting in conspicuous places in its offices where employees are employed, copies of the notice attached hereto and marked "Appendix A". That notice shall be signed by Respondent and shall be posted immediately upon receipt of a copy of this Order and shall remain posted for thirty (30) days thereafter. Reasonable steps shall be taken by the Respondent to insure that said notices are not altered, defaced or covered by other material.

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

Dated at Madison, Wisconsin this 26th day of February, 1982.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By


Lionel L. Crowley, Examiner

APPENDIX A

Pursuant to an Order of the Wisconsin Employment Relations Commission, and in order to effectuate the policies of the Municipal Employment Relations Act, we hereby notify our employees that:

1. We will immediately reinstate the hours of employment for regular part time police officers which existed before April 28, 1981 and make the regular part time employees whole for any loss of pay which they may have suffered by reason of the change in hours implemented after April 28, 1981.
2. We will immediately reinstate Patrolman Polzin to the rank of Lieutenant.
3. We will, upon request, bargain collectively with Teamsters, Chauffeurs and Helpers Local 43 as the exclusive representative of all regular full time and regular part time employees who have the power of arrest, excluding all non sworn, supervisory, managerial and confidential employees, with respect to wages, hours and conditions of employment.
4. We will not grant wage increases to bargaining unit employees without first consulting or negotiating with Teamsters, Chauffeurs and Helpers Local 43.
5. We will offer to Preston Stoxen immediate and full reinstatement to his former position as a regular part time police officer for the Town of Salem and make him whole for any loss of pay he may have suffered by reason of the discrimination against him with respect to his tenure of employment.
6. We will not in any other manner interfere with, restrain, or coerce our employees in the exercise of their right of self-organization, to form labor organizations to join or assist Drivers, Chauffeurs and Helpers Local 43, to bargain collectively through representation of their own choosing and to engage in other concerted activities for the purpose of collective bargaining or any mutual aid or protection.

TOWN OF SALEM

By _____

Dated this day of , 1982.

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

MEMORANDUM ACCOMPANYING FINDINGS OF FACT,
CONCLUSIONS OF LAW AND ORDER

The complaint involves basically two charges - 1) a failure to bargain 2) unlawful discrimination.

COMPLAINANT'S POSITION

The Complainant contends that Respondent has unlawfully refused to bargain by: 1) granting unilateral increases to some bargaining unit members; 2) unilaterally decreasing the number of hours worked by regular part time officers 3) by demoting officer Polzin; and 4) by refusing to respond to the Complainant's letters requesting bargaining. The Complainant further contends that Respondent has unlawfully discriminated against bargaining unit employees by: 1) terminating Preston Stoxen; 2) by demoting officer Polzin from Lieutenant to Patrolman; and 3) by laying off all regular part time police officers.

RESPONDENT'S POSITION

The Respondent contends that budget constraints required it to reduce the hours of part time officers to avoid financial disaster. It asserts that Preston Stoxen was retired because of observed significant health problems. It argues that as Polzin was only part time and McCarley was full time, it was a reasonable decision to make McCarley officer in charge. Furthermore, Lt. Polzin went to Patrolman with no loss in pay, therefore there was no demotion. The Respondent argues that its actions were not subject to collective bargaining. It asserts that wage increases for full time employees were necessary to reach parity with other employers. The Respondent denies that it refused to negotiate with the Complainant and remains ready to accept contract proposals.

DISCUSSION

UNILATERAL CHANGES IN WAGES AND HOURS OF WORK

It is axiomatic that generally an employer may not make a change in a mandatory subject of bargaining without first negotiating such change with the exclusive bargaining agent. 2/ The Commission has consistently held that a unilateral change in wages, hours or conditions of employment without negotiations is a per se refusal to bargain. 3/ Clearly, a unilateral change in wages without bargaining is a violation of the duty to bargain collectively. 4/ This general principle is applicable here during the period after an election has been held but before the Commission has issued its certification. 5/ Although the Complainant had not been certified until May 5, 1981, the Respondent on April 22, 1981 was well aware that the Complainant had won the election on April 10, 1981. The Respondent's granting of a pay increase to McCarley and Schultz on April 22, 1981 without prior negotiations or consultation with the Complainant violated Section 111.70(3)(a)1 and 4.

Similarly, the change in work schedules is a mandatory subject of bargaining. 6/ The Respondent's unilateral change in hours of work for the part time police officers without prior negotiations or consultation with the Complainant violated its duty to bargain and was in violation of Section

2/ Madison Jt. School Dist. No. 8 (12610) 4/76; City of Madison, (15095) 12/76; NLRB v. Katz, 369 U.S. 736, 82 S. Ct. 203, 8 L. Ed 2d 1107 (1962).

3/ Fennimore Jt. School District, (11865) 7/74; Winter Jt. School District No. 1, (14482-B) 3/77.

4/ NLRB v. Katz, supra; Winter Jt. School District No. 1, Ibid.

5/ Village of Clinton (14141-B) 6/76.

6/ City of Green Bay, (12352-B, 12402-B) 1/75

111.70(3)(a)1 and 4. The Respondent's defenses are without merit. The Respondent's assertion that monetary reasons required it to reduce hours is no justification for its failure to consult with the Complainant. 7/ The Respondent asserts that the reduction in hours was a layoff and not subject to bargaining under City of Brookfield v. WERC, 87 Wis. 2d 804, 275 N. W. 2d 723 (1979). The undersigned does not find that the reduction in hours was a layoff. A layoff is a complete separation from employment for an indefinite period. The record indicates that the part time police officers continued to work during May and June; however, their hours were substantially reduced. 8/ Also, while the decision whether to lay off is not a mandatory subject of bargaining, the impact of a layoff is a mandatory subject of bargaining. Therefore this argument fails. Additionally, the Respondent's contention that it was immediately necessary to reduce hours of part time officers because of budgetary concerns is not persuasive. Here the Respondent gave increases of \$2.31 per hour to McCarley and \$1.48 per hour to Schultz respectively, for a total increase in cost of \$3.79 per hour or \$150.00 a week for 80 hours. Had these unlawful raises not been given, the \$150.00 would fund over 3 shifts per week by part time officers since part time officers are paid about \$5.85 per hour. The Respondent also used its water safety officers to do police work, which they had not done in the past, again at a cost to the Town. In fact, new uniforms for the water safety officers increased costs. The Town Auditor testified that his 1981 projection was that the Town was running short of funds, yet he had made the same projection in the previous two years. 9/ While the Town was expending more than its income, the evidence fails to demonstrate that it was of such an immediate emergency so as to require it to change the status quo without an offer to negotiate or consult with the Complainant. Therefore, the Respondent's unilateral changes in hours for part time officers violated its duty to bargain.

POLZIN'S DEMOTION

The Respondent's demotion of Officer Polzin from Lieutenant to Patrolman also violated its duty to bargain. The discipline of municipal employees affects their conditions of their employment and as such is a mandatory subject of bargaining. 10/ Reduction in rank is a demotion and as such is a form of discipline. The Respondent's argument that Polzin was not demoted as he suffered no loss in pay is not persuasive. Lt. McCarley was given a \$.56 per hour increase based on his rank as Lieutenant. While Polzin was a part time employee, it would seem reasonable that he would be entitled to some increase based on rank similar to McCarley. The Respondent's failure to negotiate with the Union concerning Polzin's demotion therefore violated its duty to bargain. 11/

REFUSAL TO BARGAIN

- The Complainant by letters dated, April 27, 30 and May 12, 1981 requested the Respondent to commence negotiations. Respondent did not respond to these requests. The Respondent is required to meet and confer with the Complainant at reasonable times. 12/ This duty includes the obligation to make expeditious and prompt arrangements for meeting and conferring. Respondent offered no reason for

7/ Village of Clinton, (14141-B) 6/76; City of Wisconsin Dells (11646) 3/73.

8/ P. Ex - 10 & 11.

9/ TR-321

10/ City of Green Bay, (12325-B, 12402-B) 1/75; City of Sun Prairie, (11703-A) 9/73.

11/ The Union also asserted that Polzin's demotion was based on his union activity. In light of the above finding, the Examiner has not addressed this contention.

12/ Section 111.70(1)(d), Wis. Stats.

its failure to respond to the Complainant's letters. The Respondent's failure to respond to the Complainant's requests to negotiate on mandatory subjects of bargaining constitutes a refusal to bargain collectively with the Complainant in violation of Section 111.70(3)(a)4 of MERA. 13/

STOXEN'S RETIREMENT

The Complainant contends that the Respondent discriminated against Preston Stoxen by terminating him for having engaged in protected activities. Generally, the Complainant must prove by a clear and satisfactory preponderance of the evidence that: 1) Stoxen was engaged in protected concerted activity; 2) Respondent had knowledge of such activity; 3) Respondent was hostile toward such activity; and 4) the termination of Stoxen was motivated, at least in part, by animus toward such activity. 14/

First, the concerted protected activity involved here is Stoxen's having participated in the Commission election on April 10, 1981. Clearly, participation in a Commission election is a protected activity. Second, the Respondent was aware of an election as the Town Supervisors knew the election had taken place and the Complainant had been selected. 15/ Commissioner Reh's testimony was that the Complainant had been voted in by "the officers. That's part time officers now." 16/ Considering the size of the Salem Police force and that Reh was a part time officer immediately prior to April 7, 1981, substantial opportunity existed for Reh to know who had sympathy for the Complainant and who voted for the Complainant. His testimony indicates a belief that the part time officers voted for the Complainant. Third, the Respondent was hostile to the employees having voted in the Complainant. This conclusion is based on the Respondent's pattern of conduct within the three week period after the unit election. The Respondent granted the two full time employees large wage increases and other benefits thereby removing certain bargainable issues. Additionally, these two were given authority to recommend personnel matters concerning hiring and firing and related matters. This action appears to be a thinly veiled attempt to exclude these individuals from the bargaining unit. Respondent's "Answer to Complaint" in paragraph 2 states in part; Respondent . . . "affirmatively alleges that complainant is not properly certified nor is it in fact the bargaining representative of any employees of the Town of Salem." This allegation must be premised on the two full time employees being excluded from the unit and the removal of the part-time officers. This allegation is significant as it assumes that the Complainant would disappear once the part timers were gone. 17/ The Respondent's actions of reducing the part time officers hours to very few hours per month and the retirement of Stoxen was tantamount to removing all part time police officers from the unit. In other words, those perceived as bringing the Complainant in were removed from the unit. The timing of these events following immediately on the heels of the unit election lead to an inference that such actions were hostile. The Respondent's refusal to even respond to the Complainant's request to negotiate is further evidence of animus. Certainly, where the bargaining issues have been eliminated, where the part timers have either been terminated or their work time has been reduced to almost nil, and where the Respondent has refused to negotiate or even admit that the Complainant represents anyone, a conclusion of hostility is warranted. 18/

13/ Milwaukee Board of School Directors, (15197-B, 15203-A) 12/81; City of Wisconsin Dells, (11646) 3/73.

14/ Milwaukee Board of School Directors (Riley Elementary School II) (17651-A) 1/81; Town of Caledonia (17684-A) 10/80; Hillview Nursing Home (14704-A) 6/77 affirmed Dane Cty Cir. Ct. 2/80.

15/ TR-217, 304, 305, 338. The Certification indicates that eight of the nine eligibles voted with six in favor of the Complainant. Commissioner Reh did not vote as he had just been elected to the Town Board.

16/ TR-217.

17/ Town of Mercer, (14783-A) 3/77 affirmed Iron Cty Cir. Ct. 5/78. In this case, the Town's representative made a similar allegation.

18/ Ibid; River Falls Jt. School Dist. #1, (12754-A) 4/75, aff. St. Croix Cir Ct. 9/77.

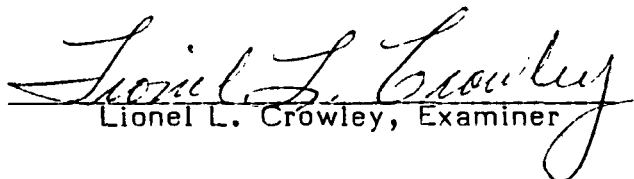
Fourth, the last element of proof is that Stoxen was terminated, at least in part, because of his protected activity. Even though there may be a legitimate basis for his discharge, if one of the motivating factors is hostility to his protected activity, then his termination is improper. 19/ The Respondent's reason for Stoxen's termination was his health. The evidence established that Stoxen had difficulty breathing in cold weather. This condition had existed for a long time and Respondent was aware of it for a number of years, at least as far back as 1977. 20/ There was no proof that this condition had gotten worse or that his performance had deteriorated in the past year. No medical examination or medical clearance was requested by Respondent. The most crucial aspect is the timing of his retirement along with the reduction of hours for all part time employees. Having previously concluded that Respondent was hostile to the Complainant by attempting to exclude any employee from the bargaining unit, the undersigned concludes that the Respondent's termination of Stoxen was motivated by its desire to reduce representation by the Complainant to a nullity, and therefore, Respondent has discriminated against Stoxen, in part, for his having engaged in protected activity. 21/

REMEDY

As a remedy, the Union has requested that the Commission should direct Respondent to increase the pay of officers, who did not receive an increase, by at least \$1.42 per hour. The Commission does not normally establish such pay rates in refusal to bargain cases and there is no indication that a standard bargaining order will be insufficient to rectify the conduct herein, therefore the request has not been granted. The Respondent has been ordered to reinstate Stoxen to his former position, to reinstate Polzin to his former rank and to restore the hours of work for part time officers as they existed prior to April 28, 1981, along with a make whole order so as to restore the status quo ante. A standard bargaining order requires that respondent shall bargain with the Union before it implements such changes in the future.

Dated at Madison, Wisconsin this 26th day of February, 1982.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By 
Lionel L. Crowley, Examiner

19/ Muskego-Norway School District No. 9, (7247) 8/65 aff. 35 Wis. 2d 540 (1967).

20/ TR-334.

21/ Town of Mercer, (14783-A) 3/77; River Falls Jt. School District No. 9
(12754-A) 4/75/