STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

DANIELLE M. DANIELSKI /AKA/KOPISCHKE, Complainant, vs. AFSCME LOCAL 2494, WISCONSIN COUNCIL OF COUNTY AND MUNICIPAL EMPLOYEES Respondent.	Case LXXV No. 30363 MP-1382 Decision No. 20138-B

Appearances:

Mr. Matthew H. Huppertz, Van Skike & Huppertz, Attorneys at Law, 4800 North Santa Monica Blvd., P. O. Box 17617, Milwaukee, Wisconsin 53217, appearing on behalf of the Complainant.

Mr. Richard Graylow, Lawton & Cates, Attorneys at Law, 110 E. Main Street, Madison, Wisconsin, 53703, appearing on behalf of Union.

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

The above-named Complainant, having, on September 10, 1982 filed a complaint with the Wisconsin Employment Relations Commission, wherein it has been alleged that the above-named Respondent 1/ has committed prohibited practices within the meaning of the Municipal Employment Relations Act (MERA); and the Commission, on December 2, 1982, having appointed William C. Houlihan, a member of its staff, to act as Examiner to make and issue Findings of Fact, Conclusions of Law, and Order as provided in Section 111.07(5), Wis. Stats.; and a hearing on said Complaint having been conducted in Waukesha, Wisconsin, on February 15, 1983 before the Examiner; and a transcript of the proceedings having been provided to the Examiner on March 14, 1983; and the parties having made oral arguments at the conclusion of the hearing and having thereafter waived briefs; and the Examiner having considered the evidence and arguments and being fully advised in the premises, makes and issues the following Findings of Fact, Conclusions of Law and Order.

FINDINGS OF FACT

1. That Danielle M. Danielski is an individual who resides in Milwaukee, Wisconsin, and who is employed by Waukesha County.

2. That Waukesha County, hereinafter referred to as the County, is a county, organized and existing under and by virtue of the laws of the State of Wisconsin, which engages the services of numerous employes, and whose address is 515 West Moreland Boulevard, Waukesha, Wisconsin.

3. That AFSCME Local 2494, Wisconsin Council of County and Municipal Employees, hereinafter referred to as the Union, is an organization, organized and existing, at least in part, for the purpose of engaging in collective bargaining with Waukesha County concerning grievances, labor disputes, wages, hours and conditions of employment, whose offices are at 2216 Allen Lane, Waukesha, Wisconsin.

4. That Danielle Danielski, then known as Danielle M. Kopischke, was hired by Waukesha County on July 30, 1979, as a clerk-stenographer II; that Danielski

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1/ The original complaint also named Waukesha County as a Respondent. On February 15, 1983 Waukesha County Moved to be Dismissed; which motion was granted by written order, dated February 18, 1983. (Decision No. 20138-A)

worked in the Personnel Department from July 30, 1979 until December 20, 1980, at which time she transferred to a Clerk-Stenographer II position in the County District Attorney's office; that the transfer was voluntary and lateral in nature; that Danielski received the same wage as she had previously.

5. That during the time Danielski worked in the Personnel Department her position was identified as confidential and was not covered by the terms of any collective bargaining agreement nor was it included in any collective bargaining unit.

6. That the position in the District Attorney's office into which Ms. Danielski transferred, falls within the bargaining unit represented by AFSCME Local 2494, and is covered by the provisions of the collective bargaining agreement in effect between Local 2494 and Waukesha County.

7. That Waukesha County and AFSCME Local 2494 were parties to a collective bargaining agreement, in effect from January 1, 1978 through December 31, 1979, which agreement contained, among its provisions, the following:

4.10 Effective the 1st of the month following the month that the Union is able to demonstrate that their membership constitutes sixty percent (60%) of all employees in the units covered by this Agreement, inclusive of probationary employees, a modified fair share agreement as set forth hereafter is to be implemented. In the event that the Union claim to sixty percent (60%) membership is disputed, the Wisconsin Employment Relations Commission shall conduct whatever proceedings are necessary to make a determination as to whether the Union claim of sixty percent (60%) membership is valid.

If the Union meets the sixty percent (60%) requirement of Section 4.10 above, a modified fair share agreement will be implemented as hereinafter set forth:

a. Representation: The Unions, as the exclusive collective bargaining representatives of all of the employees in the bargaining units covered by this Agreement, shall represent all such employees, both Union members and non-members, fairly and equally. All employees in said bargaining units who, at the time the Union demonstrates 60% membership, are members paying Union dues directly or through dues checkoff, as well as those employees who voluntarily become members after such date, shall be required to continue to pay their proportionate cost of such representation as set forth in this Article. All new employees hired after such date shall also be subject to the provisions of the modified fair share agreement.

b. Membership: No employee shall be required to join the Local Union that serves as his/her collective bargaining representative, but Union membership shall be made available to all employees who apply, consistent with the Constitution and By-Laws of the Union. No employee shall be denied Union membership on the basis of race, color, creed, religion, sex, national origin, handicap or age.

ARTICLE VI
GRIEVANCE PROCEDURE

6.01 A grievance is a claim or dispute by an employee of the County concerning the interpretation or application of this Agreement. Any other complaint or misunderstanding may be processed through Step three (3) of the grievance procedure. To be processed, a grievance shall be presented in writing to the department head with a copy to the Personnel Department under Step two (2) below within thirty (30) days after the time the employee affected knows or should know the facts causing the grievance. Grievances shall be processed as follows:

Step one (1) The employee and/or his Union representative shall attempt to settle the issue with the immediate supervisor.

Step two (2) If the issue is not settled, then the employee, his representative, and the immediate supervisor shall attempt to settle the issue with the department head. Such issues shall be in writing stating fully the details of the grievance and shall be submitted within five (5) working days of Step one (1). The department head shall hear the grievance within five (5) working days and shall render his decision in writing within five (5) working days.

Step three (3) If a satisfactory settlement is not reached as outlined in Step two (2), the grievance may be submitted to the Personnel Committee who shall hear the grievance within five (5) working days after its receipt and shall render its decision within five (5) working days. If the grievance is not presented to the Personnel Committee within five (5) working days of the department head's response in Step two (2), it shall be considered settled.

Step four (4) If a satisfactory settlement is not reached as outlined in Step three (3), the grievance may be submitted to arbitration within ten (10) work days; one (1) arbitrator to be chosen by the County; one (1) by the Union, and a third to be chosen by the first two, and he shall be the Chairman of the Board. (If the two cannot agree on the selection of the third member, the parties shall request a panel of names from the Wisconsin Employment Relations Commission and shall alternately strike a name from such panel until the name of one person remains who shall serve as Board Chairman.) The Board of Arbitration shall after hearing by a majority vote, make a decision on the grievance, which shall be final and binding on both parties. Only questions concerning the application or interpretation of this contract are subject to arbitration.

6.02 Each party shall bear the cost of its chosen arbitrator, and the cost of the third arbitrator, transcripts and meeting rooms, if any, shall be shared equally by the parties.

6.03 Time limits contained in the grievance may be extended by mutual consent of the parties.

8. That, on March 2, 1979 Lloyd G. Owens, Chairman of the Waukesha County Board of Supervisors, issued the following memorandum to county employes:

Waukesha County Employees
Represented by AFSCME
Locals 1365, 2490 and 2494

Dear Employee:

The labor contract now in effect following the recent arbitration decision contains a procedure which could affect you and requires some explanation.

It provides that if at some future time AFSCME can demonstrate that its membership constitutes 60% of the employees in this unit, then a "modified fair share" provision will go into

effect at that time. If the provision becomes effective, all employees who were then paying dues to the Union (directly or by checkoff) would in the future have their dues automatically deducted by the County. Also, new employees hired after such time (as the Union demonstrated 60% membership) will also be subject to the automatic Union dues deductions beginning one month after the completion of their probationary period.

Any unit employees who are not paying dues to the Union at such time will, if they wish, be exempt from the "fair share" dues deductions in the future. Thus, any current employee or any person who is hired before a 60% membership is reached, has a right not to pay union dues and consequently will not be required to pay these union dues in the future.

As you know, the unit represented by AFSCME includes Park Maintenance and Greenskeepers, paraprofessional and professional employees of the Health Department, employees of Northview Home and Hospital, paraprofessional and professional employees of Social Services, all clerical and maintenance employees. The 60% will be figured on all employees in these groups including probationary employees.

Of course, if a modified fair share system became effective, the County would be required to continue making deductions in the future from those employees who were already paying dues.

If you have any other questions regarding this matter, please don't hesitate to contact the Personnel Department.

Sincerely,

Lloyd G. Owens, Chairman
Waukesha County Board of Supervisors

9. That attached to the Memorandum described in paragraph 8 above was the following memorandum, issued by the County Personnel Department;

Welcome to Waukesha County!

In addition to your on-the-job orientation and a copy of the Employee Handbook, we wish to give you information regarding a procedure in effect covering the job you now hold.

Your position is covered by a collective bargaining agreement between Waukesha County and AFSCME. At the present time, employees are free to join the Union and/or pay Union dues to the Union by checkoff authorization or direct payment. Employees are also free not to join the Union and not to pay Union dues depending on the employee's individual choice.

If AFSCME in the future demonstrates that its membership constitutes 60% of the employees in the unit, then at that time all employees then paying Union dues and all employees hired after that time will be subject to a "modified fair share" system. Under this system, Union dues will be automatically deducted by the County without regard to checkoff authorizations.

Employees who are not paying Union dues directly or by checkoff at such time will not be covered by this modified fair share system and would not have Union dues automatically deducted from their paychecks.

10. That, on November 27, 1979 AFSCME Local 2494 achieved the requisite membership necessary to invoke the contractual modified fair share provision.

11. That the County and the Union initially had a dispute relative to whether or not the Union had achieved an adequate membership to invoke the modified fair

share; that on December 10, 1979 the parties submitted their dispute to the Wisconsin Employment Relations Commission in the form of a Declaratory Ruling; that on July 8, 1981 the Commission determined that on November 27, 1979 AFSCME had met the contractual conditions requiring the implementation of fair-share deductions by the County. 2/

12. That on July 24, 1981 Waukesha County began deducting a Union dues assessment from the Complainant's bi-weekly paycheck pursuant to the fair share provisions of the agreement; and the County continues to make such deductions to date.

13. That at all times pertinent to this proceeding, the complainant has never condoned, assented to, or authorized said deductions.

14. That at all times pertinent to this complaint, the complainant has never been a member of AFSCME Local 2494.

15. That the Complainant has made numerous verbal requests to the Union to cease deducting dues from her paycheck; that the Complainant has invoked the internal rebate procedures of the International Union by letter of April 2, 1982; and that the Complainant has made several written requests, dated February 22, 1982, March 4, 1982, March 29, 1982, April 13, 1982, and June 24, 1982, to have the Union release her from payment of dues.

16. That the Union has refused, and continues to refuse, to release the Complainant from payment of fair share deductions.

17. That the Complainant has never filed a grievance over the deduction of fair share monies from her paycheck.

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

CONCLUSIONS OF LAW

1. That Danielle Danielski is a municipal employe within the meaning of Section 111.70(1)(b), Wis. Stats.

2. That Waukesha County is a municipal employer within the meaning of Section 111.70(1)(a) Wis. Stats.

3. That AFSCME Local 2494, Wisconsin Council of County and Municipal Employees is a labor organization within the meaning of Section 111.70(1)(j) Wis. Stats.

4. That the Wisconsin Employment Relations Commission has jurisdiction to consider and determine the instant matter pursuant to Section 111.70(4)(a) Wis. Stats., Section 111.07(14) Wis. Stats as well as Section 111.07(12) Wis. Stats.

5. That by subjecting the complainant to dues checkoff, the Union has not violated paragraph 4.10 of the collective bargaining agreement, nor Section 111.70(3)(b) 4 nor has it coerced the Complainant in her right to refrain from assisting a labor organization in violation of Section 111.70(3)(b)1 Wis. Stats.

Upon the basis of the above and foregoing Findings of Fact and Conclusions of Law, the Examiner issues the following

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2/ Waukesha County, (18818).

ORDER

1. That the Complaint is dismissed. 3/

Dated at Madison, Wisconsin this 12th day of May, 1983.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By William C Houlihan
William C. Houlihan, Examiner

3/ Any party may file a petition for review with the Commission by following the procedures set forth in Sec. 111.07(5), Stats.

Section 111.07(5), Stats.

(5) The commission may authorize a commissioner or examiner to make findings and orders. Any party in interest who is dissatisfied with the findings or order of a commissioner or examiner may file a written petition with the commission as a body to review the findings or order. If no petition is filed within 20 days from the date that a copy of the findings or order of the commissioner or examiner was mailed to the last known address of the parties in interest, such findings or order shall be considered the findings or order of the commission as a body unless set aside, reversed or modified by such commissioner or examiner within such time. If the findings or order are set aside by the commissioner or examiner the status shall be the same as prior to the findings or order set aside. If the findings or order are reversed or modified by the commissioner or examiner the time for filing petition with the commission shall run from the time that notice of such reversal or modification is mailed to the last known address of the parties in interest. Within 45 days after the filing of such petition with the commission, the commission shall either affirm, reverse, set aside or modify such findings or order, in whole or in part, or direct the taking of additional testimony. Such action shall be based on a review of the evidence submitted. If the commission is satisfied that a party in interest has been prejudiced because of exceptional delay in the receipt of a copy of any findings or order it may extend the time another 20 days for filing a petition with the commission.

MEMORANDUM ACCOMPANYING FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

Danielle Danielski was hired by Waukesha County on July 30, 1979. From the date of her hire until December 20, 1980, Danielski was employed as a Clerk-Stenographer II - Confidential, in the County Personnel Department. During this period of time she was regarded as a confidential employe and her position was not included in any bargaining unit. Effective December 20, 1980 Danielski voluntarily transferred into the District Attorney's office. The transfer represented a lateral move into a position that was covered by the collective bargaining agreement existing between the County and AFSCME Local 2494. The relevant portions of the collective bargaining agreement are set forth in the Findings of Facts.

Initially, there was a dispute between the County and the Union with respect to whether or not the Union had the 60% membership necessary to bring about a modified fair share. That question was litigated between the parties, ultimately leading to a determination in July, 1981 by the Wisconsin Employment Relations Commission that as of November 27, 1979 the Union had obtained the requisite membership necessary to invoke the modified fair share provision of Article 4.10.

As of July 24, 1981 the Complainant has been subjected to a union dues deduction under the fair share provisions of the collective bargaining agreement. She is not a member of AFSCME and has never condoned, assented to, nor authorized the dues deductions. To the contrary she contacted a number of Union representatives seeking exemption from fair share and, beginning in February of 1982 Ms. Danielski directed a number of letters to AFSCME officials attempting to stop the dues deductions.

At no time has Ms. Danielski filed a grievance over her situation.

It was Ms. Danielski's testimony at the hearing that a co-worker, Carol Schroeder, who is a Clerk-Steno III in the District Attorney's office, is not covered by the terms of the fair share. According to Danielski, Schroeder was hired into the District Attorney's office prior to implementation of the fair share, and is neither confidential, managerial nor supervisory.

Positions of the Parties

It is the position of the Complainant that Danielski is not obligated to pay fair share contributions because she was hired before November 1979. Complainant points to numerous provisions of the collective bargaining agreement, all of which predicate entitlements to the employe date of hire. The Union's use of the date of transfer is characterized as nonsense. By compelling the complainant to pay fair share the Union is alleged to be coercing her in the exercise of her rights.

The Union takes the position that the interpretation of the contract is a matter for an arbitrator, and not for this examiner. 4/ The Union claims that the Complainant should have filed a grievance, and did not. Her failure to do so is alleged to operate as a bar to proceeding in the complaint forum.

It is the further position of the Union that the complaint is barred by the one year statute of limitations.

With regard to the Complainant's substantive claim, the Union argues that she was not an employe, as that term is used by Section 111.70 Wis. Stats, until she lost her confidential status. That occurred after November, 1979, at which time she became subject to fair share.

4/ The Union cites the "Trilogy" in support of this contention. United Steelworkers v. American Mfg. Co., 363 U.S. 564 (1960) United Steelworkers v. Warrior and Gulf Navigation Co., 363 U.S. 574 United Steelworkers v. Enterprise Wheel and Car Corp., 363 U.S. 593 (1960)

Discussion

Failure to file a Grievance

The record establishes that the Complainant never filed a grievance over the deduction of dues from her paycheck. In light of the circumstances existing in this case, I do not believe her failure in this regard should preclude my addressing the merits of her claim relative to fair share.

It is the general view of the Commission, and of the Courts, that a Complainant alleging a breach of contract violation of the statutes must first exhaust the grievance and arbitration procedure available in the collective bargaining agreement. 5/ However, the Commission has nonetheless exercised jurisdiction over breach of contract claims, in the absence of the filing and prosecution of a grievance, under circumstances where it would be futile for the Complainant to do so. 6/

I believe that it would be futile to obligate Danielski to file a formal grievance. Her dispute is with the Union. The County is in no position to grant her meaningful relief. The fact that the County moved to be dismissed on the basis that it was not a proper party to the proceedings in that it was acting as a mere conduit of monies, and that neither the Complainant nor the Respondent objected to the County motion, underscores the inability of the County to adjust a potential grievance submitted by Danielski. The record establishes that Danielski brought her concerns to local Union officials. She made written demands for relief from Richard Abelson, the Union Staff Representative, on February 22, March 4, March 29, and June 24, 1982. Abelson responded to her various letters by advising her that it was the position of the Union that she was properly subjected to fair share deductions. The Union not only is unsupportive of her position, but is actually adverse to it. The Union has not indicated a willingness to proceed to arbitration on the matter, nor has it sought to have this matter deferred to arbitration. Under the circumstances I see no meaningful purpose served by requiring Danielski to submit a grievance.

Timeliness

As an affirmative defense, the Union contends that the Complaint is barred by Section 111.07(14), Wis. Stats.. Section 111.07(14) provides as follows:

> (14) 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.

Section 111.07, Wis. Stats. is made applicable to proceedings conducted under Section 111.70, Wis. Stats by operation of Section 111.70(4)(a), Wis. Stats which provides

> (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 whatever the term "unfair labor practices" appears in s. 111.07 the term "prohibited practices" shall be substituted. 7/

5/ Mahnke v. WERC, 66 Wis. 2d 524, 1974; Town of Menasha (17369-A), 3/81; City of Janesville (15209-C), 3/78; City of Madison (15079-D) 1/78.

6/ City of Madison (15079-D) 1/78; Marinette County (19127-C), 11/82.

7/ See also WERC v. Evansville 69 Wis. (2d) 140; City of Madison (15725-A,B), 6/79 aff. Dane Co. Circuit Court 79-CV-3326 6/26/80.

The Complainant experienced her first dues deduction on July 24, 1981. Her complaint was filed on September 10, 1982, approximately 13 1/2 months after the initial act to which she objects.

Despite the passage of 13 1/2 months, I do not believe the complaint is time-barred for two reasons. First, her complaint concerns a continuing series of incidents (the bi-weekly deduction of dues from her paycheck) which are alleged to violate the collective bargaining agreement. Each deduction constitutes a separate act which is alleged to violate the contract. The "continuing violation" view of timeliness is one which has previously been applied by the Commission under strongly paralleling procedural circumstances. 8/

The second reason underlying my view that the complaint was timely filed rests upon the efforts the complainant made to secure relief. While, as previously noted, she did not file a formal grievance over the matter, she did attempt to gain relief from the Union; first verbally, and then, on several occasions, in writing. Her efforts, while resulting in failure, continued through June 24, 1982. I do not regard this as a case where the complainant sat on her rights, allowing her claim to go stale. Rather, I regard her efforts to seek relief from the Union as tantamount to exhausting the internal procedure available to her. The Commission has previously held in complaint cases which essentially plead a breach of contract:

> . . . that where a collective bargaining agreement provides procedures for the voluntary settlement of disputes arising thereunder, it will not entertain a complaint that either party has violated said agreement before the parties have exhausted said voluntary procedures for resolving such disputes. In effectuating this policy the Commission has concluded that a cause of action does not arise until the grievance procedure has been exhausted and, the one-year period of limitation for the filing of a complaint in such cases is computed from the date when the grievance procedure was exhausted, provided the Complainant has not unduly delayed the grievance procedure. 9/

In light of my previous conclusion that it would have been futile to use the contractual grievance procedure, and that Complainant's efforts to seek relief from the Union constituted a constructive exhaustion of her avenues of internal relief, I believe that her cause of action arose only after she was rebuffed by the Union. Her complaint was filed within one year of her efforts to gain relief from the Union.

Scope of the Modified Fair Share Provision

The substantive question raised in this proceeding is whether or not Danielski is subject to the modified fair share agreement.

At hearing Danielski testified with respect to her co-worker, Schroeder, who is not subject to a dues assessment. According to Danielski, Schroeder was a member of the bargaining unit, and was not paying dues as of November 27, 1979, the date upon which the Union demonstrated sufficient membership to invoke the modified fair-share. The fact that Schroeder was in the bargaining unit as of November 27, 1979 distinguishes her situation from that of Danielski who was not. This distinction takes on meaning in considering who is intended to be covered by the fair share provision. Since Schroeder was in the unit when the clause was negotiated she necessarily falls into the class of employes intentionally excluded by the parties in defining who must pay dues.

8/ School District of Wausau, (17888-A,B), 11/19/80.

9/ Prairie Farm Jt. School Dist. No. 5, (12740-A,B) 6/75; Plum City Joint School Dist. (15626-A) 4/78; City of Madison (14725-A,B), 2/79.

Applied literally, the contract does not require Danielski to pay dues either. She has never been a dues paying member, nor has she volunteered to become one. She is not a new employe hired after November 27, 1979. The real question is whether the parties intended for a literal application of the contract following a transfer into the bargaining unit? This question is not expressly addressed by the contract, permitting an examination of extra-contractual interpretive evidence. For its part, the Union has repeatedly and consistently contended that Danielski should pay dues.

The views of the County, relative to the specific interpretation of the language in question, are more difficult to analyze. As noted, the County was dismissed as a Respondent prior to the evidentiary hearing. Accordingly, the County called no witnesses nor advanced any testimony. However, it is noteworthy that the County commenced fair share deductions from the Complainant immediately following determination that the Union had achieved a modified fair share. There is no indication that the County took specific issue with respect to Danielski being subject to fair share deductions at that time or thereafter. 10/

Complainant relies upon the March 2, 1979 memos from Owens and the Personnel Department in support of her contentions. I do not believe those documents support the conclusion sought by the Complainant. The "Owens" memo, which is written to represented (emphasis added) employes specifically addresses who is exempted from payment of fair share monies. Paragraph 3, the primary interpretive paragraph of that memo opens as follows:

> Any unit (emphasis added) employes who are not paying dues to the Union at such time will, if they wish, be exempt from the "fair share" dues deductions in the future.

The memorandum's reference to "unit" employes defines the context in which an exemption from fair share is to be granted. Schroeder falls within the exemption; Danielski does not.

Similarily, the memo from the Personnel Department appears to be directed at bargaining unit employes. The second paragraph defines its audience by stating "your position is covered by a collective bargaining agreement...". It is in that context that the fourth paragraph (Employes who are not paying Union dues directly or by checkoff at such time will not be covered by this modified fair share system...) must be read.

Contrary to the position advanced by the Complainant, I read the two memos, in their entire context, to suggest that only bargaining unit employes who were not paying dues as of November 27, 1979 are exempt from coverage under the fair share provision.

In light of the above, I believe that the Union and the County, the parties who negotiated the contract, have interpreted their collective bargaining agreement in a fashion which includes Danielski under the fair share provisions. Absent some showing of bad faith, which is nowhere suggested, I am reluctant to disturb the interpretation and understanding of the parties.

I do not regard the result achieved by this decision to be inequitable as it applies to Danielski. As noted above, she and Schroeder are not similarly situated. The fair share clause, and in fact the bargaining unit, was created after Schroeder assumed her position. Danielski transferred into the bargaining

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10/ To the contrary, the County denied Complainant's allegation that it was violating the collective bargaining agreement in its answer, prior to being dismissed as a Respondent.

unit at a time when the fair share provision existed and the parties were involved in a dispute as to whether or not it would take effect. Danielski, unlike Schroeder, was on notice that there existed a fair share provision, potentially applicable to her, when she took the job.

Dated at Madison, Wisconsin this 12th day of May, 1983.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By William C Houlihan
William C. Houlihan, Examiner