

STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

KENOSHA COUNTY, KENOSHA :
COUNTY BOARD OF SUPERVISORS, :
:
Complainant, :
:
vs. :
:
LOCAL 70 HIGHWAYS, AFSCME, :
AFL-CIO; LOCAL 990 COURTHOUSE :
AND CLERICAL, AFSCME, AFL-CIO; :
LOCAL 990 WELFARE PROFESSIONALS, :
AFSCME, AFL-CIO; LOCAL 1090 :
PARKS, AFSCME, AFL-CIO; :
LOCAL 1392 INSTITUTIONS, AFSCME, :
AFL-CIO; GEORGE C. SERPE, :
PRESIDENT, LOCAL 70, BETTY :
CORNELL, PRESIDENT, LOCAL 990 :
COURTHOUSE AND CLERICAL; BONITA :
SALTZBERG, PRESIDENT, LOCAL 990 :
WELFARE PROFESSIONALS: JOHN :
MICH, PRESIDENT, LOCAL 1090; :
HELEN KAQUATOSH, PRESIDENT, :
LOCAL 1392, :
:
Respondents. :
:

Case LXII
No. 32157 MP-1507
Decision No. 21130-A

Appearances:

Mulcahy & Wherry, S.C., Attorneys at Law, by Mr. Mark L. Olson, and Mr. Jon E. Anderson, 815 East Mason Street, Suite 1600, Milwaukee, Wisconsin 53202, and Mr. William P. Nickolai, Corporation Counsel, Kenosha County, 912 - 56th Street, Kenosha, Wisconsin 53140, appearing on behalf of the Complainant.

Lawton & Cates, Attorneys at Law, by Mr. Richard V. Graylow, 110 East Main Street, Madison, Wisconsin 53707-3354, appearing on behalf of the Respondents.

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

Kenosha County, Kenosha County Board of Supervisors having, on September 7, 1983, filed a complaint with the Wisconsin Employment Relations Commission, alleging that the above-named Respondents had committed prohibited practices within the meaning of Secs. 111.70(3)(b)3 and 4 of the Municipal Employment Relations Act, herein MERA; and the Commission having, on October 28, 1983, 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 Sec. 111.07(5), Stats.; and Respondents having, on January 19, 1984, answered said complaint and having counterclaimed that Complainant had committed prohibited practices within the meaning of Secs. 111.70(3)(a)1 and 4, Stats.; and hearing on said complaint having been held in Kenosha, Wisconsin, on February 8, 1984; and both parties having filed briefs and counsel for Respondents having filed a reply brief, which was received on May 17, 1984; and the Examiner having considered the evidence and arguments of counsel 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 Kenosha County and Kenosha County Board of Supervisors, hereinafter referred to as the County, is a municipal employer within the meaning of Sec. 111.70(1)(a), Stats., and has its principal offices located at 912 - 56th Street, Kenosha, Wisconsin 53140; and that Brooke E. Koons is the County's Personnel Director and has functioned as its agent.

2. That Local 70, Highways, AFSCME, AFL-CIO, hereinafter referred to as Local 70, is a labor organization which functions as the exclusive bargaining representative for certain employes employed in the County's Highway Department and its President is George Serpe, an employe of the Highway Department; that Local 990, Courthouse and Clerical, AFSCME, AFL-CIO, hereinafter referred to as Local 990, is a labor organization which functions as the exclusive bargaining representative for certain employes employed in the Courthouse and Social Services Department and its President is Betty Cornell, an employe of the Social Services Department; that Local 990, Welfare Professionals, AFSCME, AFL-CIO, hereinafter referred to as Local 990 Professionals, is a labor organization which functions as the exclusive bargaining representative for certain professional employes of the County's Social Services Department and its President is Bonita Saltzberg, an employe of the Social Services Department; that Local 1090, Parks, AFSCME, AFL-CIO, hereinafter referred to as Local 1090, is a labor organization which functions as the exclusive bargaining representative of certain employes in the County's Parks Department and its President is John Mich, a Parks Department employe; that Local 1392, Institutions, AFSCME, AFL-CIO, hereinafter referred to as Local 1392, is a labor organization which functions as the exclusive bargaining representative of certain employes in the County's Institutions and its President is Helen Kaquatosh, an employe of the County's Brookside Health Care Institution; that Local 70, Local 990, Local 990 Professionals, Local 1090 and Local 1392 are all affiliated with Wisconsin Council 40, AFSCME, AFL-CIO, hereinafter referred to as the Union, which has its offices located at 30203 Poplar Drive, Burlington, Wisconsin 53015; and that Robert Chyowski is the Union's Representative and has acted on its behalf.

3. That the County and each of the five Locals have been parties to separate collective bargaining agreements, each of which contained the following provision:

Term. This Agreement shall become effective January 1, 1982, and shall remain in effect through December 31, 1983, and shall be automatically renewed for periods of one (1) year thereafter unless either party shall serve upon the other a written notice of its desire to modify or to terminate this Agreement. Such notice is to be served no later than the date of the July meeting of the County Board (Commission).

and that by substantially identical letters dated April 15, 1983, to the Presidents of each of the five Locals, Koons gave notice of the County's desire to terminate each of the current agreements and to meet to exchange proposals for successor agreements.

4. That on or about April 25, 1983, Chyowski sent a letter to Koons which stated as follows:

Re: Negotiations for Successor
Labor Agreements with All
AFSCME Local Unions.

Dear Brooke:

In behalf of the AFSCME Locals representing Kenosha County employees I acknowledge your notices to commence negotiations for successor labor agreements.

It is, however, impossible for us to begin negotiations any time in the month of May. My schedule is extremely tight just now and certain of the local unions do not elect officers who serve on the bargaining committee until early June.

Moreover, we (i.e., Locals 70, 990, 1090 and 1392) intend to negotiate with the County as a "coalition," especially with respect to bargaining issues common to all or most units. Bargaining meetings with individual units may be appropriate to address proposals specific only to individual units; such individual-unit meetings can be scheduled where needed once the parties have exchanged initial proposals and the unit-specific issues are identified.

Please understand that the structure of bargaining described here is consistent with past practice, and it is in our view the only practical way to procede (sic).

I suggest we meet on Thursday, 23 June 1983, to exchange all bargaining proposals, discuss ground rules for subsequent meetings, and establish a schedule for coalition bargaining and, where appropriate, a schedule of meetings for individual units to address unit-specific proposals.

Sincerely,

Robt. Chybowski
District Representative

and that by letter dated April 27, 1983, Koons responded to Chybowski as follows:

Dear Bob,

RE: NEGOTIATIONS FOR SUCCESSOR LABOR
AGREEMENTS WITH ALL AFSCME LOCAL UNIONS

I have reviewed and discussed your letter of April 25, 1983 with the County Executive and other appropriate County officials. After careful review of your letter, it is my position to proceed with the negotiations on an individual local basis, i.e.: local 70 as an individual unit, 990 clerical as an individual unit, 990 professional as an individual unit, 1090 and 1392 as individual units.

It is my strong feeling that there are enough variables and individually important items to each local and to the County that it would be in everyones best interest to negotiate each contract on an individual local basis. Therefore, I am advising you by this letter that I have no desire to negotiate or exchange any proposals with the coalition.

If this presents you and the various locals of AFSCME of Kenosha County with problems, I would suggest that we work as quickly as possible between the County, its representatives, and the local unions, and you to resolve the issue of local bargaining or coalition bargaining. I think a speedy resolution of this problem can only serve to benefit both our organizations. To that end, I look forward to you contacting me and we can discuss the matter further.

Sincerely,

Brooke E. Koons, Director
Labor Relations & Personnel

5. That by letters dated July 8, 1983, to each of the Locals' Presidents, Koons requested dates for negotiations; that the letters were similar to that sent to Betty Cornell which stated as follows:

Please contact the Personnel office as soon as you have chosen a day from the week provided above.

Additionally, pursuant to Article II, Section 2.1 of the Local 990 Clerical contract, the County is to allow two (2) members of the unit the necessary time off with pay to attend meetings for the negotiation of this contract.

Sincerely,

Brooke E. Koons, Director
Labor Relations & Personnel

that the various Local Presidents responded to the County's July 8, 1983, letters along the lines of Local 990's response, as follows:

Dear Brooke,

Re: Negotiations

This letter is in response to your letter of July 8, 1983.

Local 990 Clerical Union wants to assure you we are certainly (sic) willing to negotiate a new contract with Kenosha County on many new changes. As in the past, we shall have our Council 40 Rep (Mr. Bob Chowbowski) (sic) represent us in our negotiations and we would appreciate it if you contact him as soon as possible to set up a date to begin our negotiations (sic). Also, as in the past, we wish to continue to negotiate as a coalition.

Sincerely,

Betty Cornell, President
Local 990 Clerical

that on August 18, 1983, Chybowski sent a letter to Koons which stated as follows:

Dear Brooke:

I presume (sic) that by now you've received written responses from all the AFSCME Local Unions concerning your letters of 8 July asking for individual contract negotiations.

To reiterate here, Council 40, namely the undersigned, represents all AFSCME Local Unions in contract negotiations with Kenosha County; all AFSCME Local Unions are eager to negotiate changes in their Agreements with the County; however, as in the past and described to you in my letter of 25 April 1983, all AFSCME Local Unions negotiate with the County as a coalition.

The Coalition's bargaining committee is meeting with me next week to finalize its proposals for changes in the Agreements. I suggest an initial meeting on either 30 August, 6 September or 8 September to exchange all bargaining proposals, discuss ground rules for subsequent meetings, and establish a schedule for coalition bargaining and, where appropriate, a schedule of meetings for individual local unions to address unit-specific proposals.

Please let me know which one of the above dates is best for the County's representatives. We have flexibility concerning the time and place for such a meeting.

Sincerely,

Robt. Chybowski
District Representative
Wisconsin Council 40, AFSCME, AFL-CIO

that on August 29, 1983, Koons responded to Chybowski's letter as follows:

Dear Bob:

Thank you for your letter of August 18, 1983. I have received letters from all of the AFSCME local unions indicating that they intend to negotiate as a coalition. At the current time, our labor counsel is reviewing those letters and various legal alternatives relative to the locals' refusal to bargain on a non-coalition basis. Accordingly, I cannot respond in detail to your letter of August 18 or the dates suggested therein.

Let me reiterate the County's position. We fully intend to negotiate agreements with the various locals on an individual basis. We have indicated our intention to you in letters dated April 15, 1983 and July 8, 1983. It is our position that coalition bargaining is not legally required nor desirable in the upcoming negotiations.

The County will be contacting you in the near future relative to resolving this matter of joint concern. In the meantime, if your locals change their positions on coalition bargaining, please feel free to call me.

Sincerely,

Brooke E. Koons
Director Labor Relations and Personnel

and that on September 15, 1983, Chybowski responded to Koons as follows:

Dear Brooke:

Mark Olson informs me that the County is filing prohibited practice complaints against the individual AFSCME Local Unions. I want the County to understand that while such complaints are pending, and complaints that we may soon file are pending, we remain ready and eager to commence negotiations for successor labor agreements. The modified coalition form of bargaining described in my letters to you of 25 April 1983 and 18 August 1983 remains our only way of proceeding. Because my fall and early winter calendar is filling rapidly, it's imperative (sic) that we schedule a few bargaining meetings with County representatives soon. Please advise as to the availability of County representatives.

Sincerely,

Robt. Chybowski
District Representative

6. That in negotiations for the 1975 contracts, the County negotiated with all of the bargaining units in the County as a group on its accident and sickness plan; that for the 1976-78 collective bargaining agreements, the County initially objected but later negotiated with a coalition of the Locals with the exception of Local 1090; that for the 1979-81 collective bargaining agreements, the County again negotiated with the coalition of Locals with the exception of Local 1090; and that for the 1982-83 collective bargaining agreements, the County negotiated with the coalition of all the Locals.

7. That the employes represented by the respective Locals are subject to little or no common supervision, they work in different locations and are in separate departments with the exception that a number of employes of Local 990 work in the Social Services Department, and there is no temporary interchange of jobs or work between the employes of the respective Locals.

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

CONCLUSIONS OF LAW

1. That the Locals, by their refusal to meet with the County for the purposes of collective bargaining unless the County would agree to bargain with a coalition of the Locals, have refused to bargain collectively with the County and have committed prohibited practices within the meaning of Sec. 111.70(3)(b)3 of the Municipal Employment Relations Act.

2. That the County's refusal to negotiate with a coalition of the Locals did not constitute a refusal to bargain in good faith with respect to wages, hours and conditions of employment, and therefore the County has not committed any prohibited practices within the meaning of Sec. 111.70(3)(a)1 and 4 of the Municipal Employment Relations Act.

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

ORDER 1/

IT IS ORDERED that Local 70, Local 990, Local 990 Professionals, Local 1092, and Local 1392, their officers and agents, shall immediately:

1. Cease and desist from refusing to bargain collectively with the County by conditioning their willingness to meet with the County on the County's agreement to meet with the coalition of the Locals.
2. Take the following affirmative action which the Examiner finds will effectuate the policies of the Municipal Employment Relations Act:
 - (a) Post in its offices, meeting halls and all places where notices to its members are customarily posted, copies of the notice attached hereto and marked "Appendix A". The notice shall be signed by the President of the Local and shall remain posted for thirty (30) days thereafter. Reasonable steps shall be taken to insure that said notices are not altered, defaced or covered by other material.

1/ 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.

(b) 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.

IT IS FURTHER ORDERED that the complaint be dismissed as to violations of MERA alleged but not found herein.

Dated at Madison, Wisconsin this 25th day of July, 1984.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By Lionel L. Crowley
Lionel L. Crowley, Examiner

"APPENDIX A"

NOTICE TO ALL MEMBERS

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 members that:

1. We will not refuse to collectively bargain with Kenosha County by conditioning our willingness to meet on the County's agreeing to meet with the coalition of the Locals.

Dated this _____ day of _____, 1984.

By _____
President, Local _____

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

MEMORANDUM ACCOMPANYING
FINDINGS OF FACT, CONCLUSIONS OF LAW
AND ORDER

In its complaint, the County alleged that the respective Locals refused to bargain collectively with it in violation of Secs. 111.70(3)(b)3 and 4 by insisting that the County collectively bargain with the coalition of the Locals. The Locals denied that it refused to bargain collectively with the County and asserted that coalition bargaining is legal and is required by Sec. 111.74(cm), Stats., and the County's refusal to meet with the coalition constituted a refusal to bargain in violation of Secs. 111.70(3)(a)1 and 4, Stats.

County's Position:

The County contends that the Locals' insistence that the County acquiesce in "coalition" style bargaining as a condition precedent to the commencement of bargaining constitutes a clear refusal to bargain in good faith in violation of Sec. 111.70(3)(b)3, Stats. It points out that the Municipal Employment Relations Act provides for the establishment of appropriate bargaining units of municipal employes with which the municipal employer is obligated to bargain. It notes that each of the five Locals represents an appropriate collective bargaining unit. It asserts that the "coalition" is not an appropriate collective bargaining unit within the meaning of the Act. It argues that "coalition" or multi-unit bargaining cannot be required because it has the effect of expanding the scope of the bargaining unit thereby denigrating the statutory scheme and the individual concerns of each unit could be overridden by the concerns of the "coalition." It asserts that the issue as to the format of bargaining is a permissive, as opposed to a mandatory, subject of bargaining and the Locals cannot insist on this method of bargaining to the point of impasse. It interprets Sec. 111.70(4)(d)2.d. as permitting "coalition" bargaining only if the parties voluntarily agree to do so, and it insists that this statutory provision does not mandate "coalition" bargaining. The County argues that the Locals' assertion that "coalition" bargaining is more convenient does not make it mandatory. It claims that any evidence with respect to past bargaining history is immaterial in determining the legal issue as to "coalition" bargaining, and alternatively asserts that any evidence on past bargaining history is inconclusive. It concludes that the Locals' insistence on "coalition" bargaining constitutes a clear refusal to bargain.

The County denies that it has refused to bargain in good faith with the Locals in violation of Secs. 111.70(3)(a)1 and 4, Stats. It maintains that it has offered to bargain with the appropriate units. It admits that it has refused to negotiate with the "coalition" but denies that such refusal constitutes a prohibited practice because the "coalition" is not "an appropriate unit," and therefore, it has no obligation to bargain with it.

Locals' Position:

The Locals contend that the County has violated and continues to violate its bargaining obligations under MERA. They claim that Sec. 111.70(4)(d)2.d., Stats., requires the County to negotiate with the Locals as a coalition. They argue that the plain language of that section clearly provides that nothing in the Act shall be construed to prohibit coalition bargaining. The Locals claim that this procedure has been followed in the past and is compatible with Sec. 111.70(4)(cm), Stats. They assert that coalition bargaining in the private sector has enjoyed a long and beneficial experience. The Locals further contend that the County refused to meet with the Locals on individual unit issues and such refusal was/is unlawful. They request that appropriate remedial orders be entered to remedy the County's unlawful conduct.

Discussion:

Section 111.70(1)(e), Stats., defines a collective bargaining unit as "the unit determined by the commission to be appropriate for the purpose of collective bargaining." Section 111.70(4)(d)2.a., Stats., provides as follows:

The commission shall determine the appropriate bargaining unit for the purpose of collective bargaining and shall whenever possible avoid fragmentation by maintaining as few units as practicable in keeping with the size of the total municipal work force. In making such a determination, the commission may decide whether, in a particular case, the employees in the same or several departments, divisions, institutions, crafts, professions or other occupational groupings constitute a unit. Before making its determination, the commission may provide an opportunity for the employees concerned to determine, by secret ballot, whether or not they desire to be established as a separate collective bargaining unit. The commission shall not decide, however, that any unit is appropriate if the unit includes both professional employees and nonprofessional employees, unless a majority of the professional employees vote for inclusion in the unit.

The Commission has interpreted this section as requiring bargaining units which afford employees the opportunity to be represented in workable units by organizations of their own choosing that are concerned with the unique interest and aspirations of the employees in said units. In establishing appropriate bargaining units, the Commission is obliged to strike a balance between stability, the anti-fragmentation proscription of the statute, and the need for ensuring that the unique interests of a given group of employees will not be subordinated to the interests of another overall bargaining group. 2/ The evidence established that there are five separate bargaining units, each of which is represented by one of the Respondent Locals. The issue presented here is whether the County is required to negotiate with a "coalition" of the five Locals. It must be noted that the issue is not about the composition of the bargaining team for a unit, i.e., where "observers" or "travelers" attend negotiation sessions with respect to a single unit. This is sometimes referred to as "coordinated" bargaining and allows communication among the different units while maintaining independent decision making in the unit. Insisting that the County bargain on this basis would not be impermissible. 3/ Instead, here the Locals' request for "coalition" bargaining was that negotiations on issues common to all the units would be done on the basis that all the units would be treated as a single combined group with any settlement being binding on each unit. The form and effect of the "coalition" style bargaining is to merge the five bargaining units into one County-wide unit. Such a result is incompatible with the requirements of Sec. 111.70(4)(d)2.a., Stats., in that the unique interest of each separate unit might be subordinated to the interests of the coalition. The Commission's establishment of separate bargaining units on the basis of the statutory mandates could be completely undone by the requirement of coalition bargaining on the part of the employer with all of its units. The Examiner concludes that such a result was not intended nor required by MERA.

The Locals' reliance on Sec. 111.70(4)(d)2.d., Stats., is misplaced. That section provides as follows:

Nothing in this section shall be construed as prohibiting 2 or more collective bargaining units from bargaining collectively through the same representative.

2/ City of Madison (Water Utility), Dec. No. 19584 (WERC, 5/82).

3/ The composition of a party's bargaining team is a permissive subject of bargaining and absent unusual circumstances, a refusal to meet with the other parties' bargaining team is a prohibited practice. Unified School District No. 1 of Racine County, Dec. Nos. 13696-C, 13876-B (Fleischli, 4/78).

The Locals argue that this language not only allows but requires coalition bargaining by the County. The Locals' interpretation of this section is much broader than that intended by the legislature. Section 111.02(6), Stats., of the Wisconsin Employment Peace Act contains the following provision:

Two or more collective bargaining units may bargain collectively through the same representative where a majority of the employes in each separate unit have voted by secret ballot as provided in s. 111.05(2) so to do.

The Commission has interpreted this section as simply permitting the same organization to represent employes of one employer in more than one separate bargaining unit. 4/ The similarity in language of Secs. 111.02(6) and 111.70(4)(d)2.d., Stats., requires a similar interpretation for Sec. 111.70(4)(d)2.d. The Examiner concludes that Sec. 111.70(4)(d)2.d. permits the parties to coalition bargain if they voluntarily agree to do so but does not require coalition bargaining because to do so would not insure that the unique interests of an appropriate bargaining unit would be protected. The evidence with respect to past bargaining history of the parties would not change this result because the mere agreement in the past as to coalition bargaining does not prohibit a party from withdrawing from such voluntary agreement in the future.

Section 111.70(1)(d) provides as follows:

"Collective bargaining" means the performance of the mutual obligation of a municipal employer, through its officers and agents, and the representatives of its employes, to meet and confer at reasonable times, in good faith, with respect to wages, hours and conditions of employment with the intention of reaching an agreement, or to resolve questions arising under such an agreement.

Inasmuch as coalition bargaining is not prohibited, a request for coalition bargaining is not violative of MERA. However, because the effect of coalition bargaining is to merge all units into one unit to create a new unit, and since unit questions are not mandatory subjects of bargaining, 5/ coalition bargaining is also permissive and not a mandatory subject, i.e. primarily related to wages, hours and conditions of employment, and the Locals could not insist on coalition bargaining to the point of causing a deadlock in negotiations. 6/ The evidence established that the Locals would only negotiate with the County on a modified coalition bargaining basis, thereby refusing to bargain collectively with the County. Therefore, it is concluded that the Locals have committed a prohibited practice in violation of Sec. 111.70(3)(b)3, Stats.

It follows that, inasmuch as the Locals' demand for coalition bargaining was violatively maintained, the County's resistance to same was not a prohibited practice. 7/ Section 111.70(3)(a)4, Stats., makes it a prohibited practice "To refuse to bargain collectively with a representative of a majority of its employes in an appropriate collective bargaining unit." As coalition bargaining is not required by MERA, the County could lawfully insist that bargaining be confined to the established appropriate bargaining units. The evidence failed to prove that the County refused to negotiate within the appropriate collective bargaining unit scheme. The Locals argued that the County refused to meet on the issues of local concern for each unit. The Locals expressed willingness to meet on unit specific proposals while insisting common issues be discussed with the coalition.

4/ Manitowoc Memorial Hospital, Dec. No. 11952 (WERC, 6/73).

5/ City of Rice Lake (Fire Department), Dec. No. 16413 (WERC, 6/78).

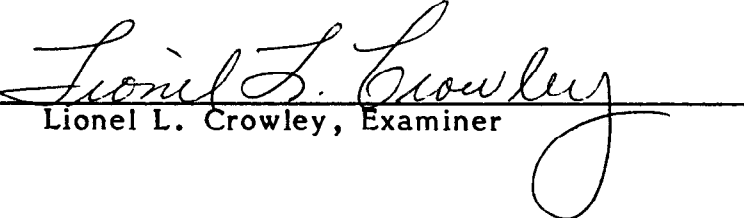
6/ City of Lake Geneva, Dec. Nos. 12184-B, 12208-B (WERC, 5/74); City of Waupaca, Dec. No. 18410-A (Knudson, 6/81).

7/ *Id.*

Conditioning negotiations based on receiving concessions is, in itself, a prohibited practice. 8/ The County's meeting on the unit-specific issues would be tantamount to acceding to the Locals' insistence on coalition bargaining, hence, the County was not obligated to meet on the unit-specific issues as long as the Locals insisted on coalition bargaining on all common issues, and consequently the Locals' counterclaim has been dismissed.

Dated at Madison, Wisconsin this 25th day of July, 1984.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By 
Lionel L. Crowley, Examiner

8/ Unified School District No. 1 of Racine County, Dec. Nos. 13696-C, 13876-B (Fleischli, 4/78).