

DEC 27 1988

STATE OF WISCONSIN

CIRCUIT COURT BRANCH 9

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION
WAUWATOSA COUNTY

CITY OF BROOKFIELD,

Petitioner.

vs.

DECISION

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION,

Case No. 88-CV-2090

Respondent.

Decision No. 25517

The Association proposed a contract provision requiring the petitioner to furnish medical insurance to any employee retiring during the term of the collective bargaining agreement, from the date of retirement until age 65, in the absence of other contingencies permitting earlier discontinuance of coverage. The petitioner applied to the respondent for a declaratory judgment that such proposal is barred by Section 111.70(3)(a)4, which provides "The term of any collective bargaining agreement shall not exceed 3 years". The respondent ruled, on June 10, 1988, that the proposal is not contrary to Section 111.70(3)(a)4 and rather is a mandatory subject of bargaining. The petitioner appeals from this decision.

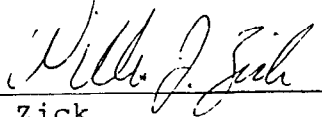
The standard on review of a decision by the respondent interpreting the MERA is whether the decision is "reasonable" Milwaukee v. WERC, 71Wis 2d 709, School District of Drummond v. WERC, 121 Wis 2d 126.

The petitioner concedes that the proposal relates to "wages, hours and conditions of employment" and is a proper subject of "collective bargaining". Its only challenge is to the respondent's conclusion that Section 111.70(3)(a)4 does not bar the proposal. The respondent decided that this Section only presents the parties from entering into an agreement running longer than 3 years. It concluded that it does not bar an agreement which provides for deferred compensation, including a continuation of insurance coverage, payable after the expiration of the agreement, for services rendered during the term of the agreement. The court finds this conclusion not only "reasonable", but compelling. The petitioner's contended interpretation would invalidate any type of deferred compensation, including pension programs, which have enjoyed universal acceptance for many decades.

The court concludes that the respondent's decision is "reasonable" and must be affirmed. Counsel for the respondent is directed to submit an order for judgment and judgment dismissing this action on its merits.

Dated at Waukesha, Wisconsin, this 21st day of December, 1988.

BY THE COURT:



Willis J. Zick
Circuit Judge