

STATE OF WISCONSIN  
BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

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**SERVICE EMPLOYEES INTERNATIONAL, UNION LOCAL 150,  
AFL-CIO, CLC, Complainant,**

vs.

**NORTH CENTRAL COMMUNITY SERVICES PROGRAM BOARD, Respondent,**

Case 6  
No. 59923  
MP-3734

**Decision No. 30657-A**

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**SERVICE EMPLOYEES INTERNATIONAL, UNION LOCAL 150,  
AFL-CIO, CLC, Complainant,**

vs.

**NORTH CENTRAL COMMUNITY SERVICES PROGRAM BOARD, Respondent,**

Case 8  
No. 62355  
MP-3935

**Decision No. 30626-B**

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**Appearances:**

**Ms. Marianne Goldstein Robbins**, Previant, Goldberg, Uelmen, Gratz, Miller & Brueggeman, S.C., 1555 North RiverCenter Drive, Milwaukee, WI 53212, on behalf of the Union.

**Mr. Ronald J. Rutlin**, Ruder Ware, S.C., P.O. Box 8050, Wausau, WI 54402-8050, on behalf of the Board.

Dec. No. 30657-A  
Dec. No. 30626-B

**FINDINGS OF FACT, CONCLUSION OF LAW, AND ORDER**

Complainant Service Employees International Union, Local 150, AFL-CIO, CLC, hereinafter "Union," filed a prohibited practice complaint with the Wisconsin Employment Relations Commission, herein "Commission," on May 7, 2001, (Case 6) alleging that the North Central Community Service Program Board, herein "Board," had committed a prohibited practice within the meaning of Section 111.70 of the Municipal Employment Relations Act, herein "MERA," by unilaterally implementing the direct deposit of employee paychecks on April 6, 2000, and by unilaterally implementing its 2001 wage proposals for the Service and Maintenance and Licensed Practical Nurse bargaining units on or about April 26, 2001. The Case 8 prohibited practice complaint was filed on May 5, 2003, alleging that the Board committed a prohibited practice when it failed to comply with Arbitrator Michelstetter's interest arbitration award adopting the Union's final offer on all issues, particularly when it unilaterally distributed an option form, regarding the method of paying employees depriving the membership the opportunity to bargain the issue. The Commission, on June 26, 2003, appointed the undersigned to issue and make Findings of Fact, Conclusions of Law and Order as provided for in Section 111.70(5), Wis. Stats., in Case 6. Sharon A. Gallagher was initially appointed in Case 8 for the same purpose and pursuant to the same authority. On June 26, 2003, the undersigned was substituted as hearing examiner in Case 8. Hearing was subsequently held in Wausau, Wisconsin, on June 27, 2003, at which time the parties entered into the following stipulation regarding the facts, and stipulated to the remedy, relating to Cases 6 and 8 as follows:

1. Local 150, the complainant, is the exclusive bargaining representative of certain employees of North Central Community Service Program Board (hereinafter known as "North Central" or the "respondent.") The local's main offices are at 8021 Tower Avenue, Milwaukee, Wisconsin 53223-3215. The Union representative for the present bargaining unit is Jean Muehlenkamp, Union representative, address 1920 Ward Avenue, Number 1, LaCrosse, Wisconsin 54601.

2. The respondent is an employer within the meaning of the Municipal Employment Relations Act. The respondent's representative is Michael Jelen, address, 1100 Lakeview Drive, Wausau, Wisconsin 54403-6799.

3. Respondent has committed prohibited practices by unilaterally implementing direct deposit of employee paychecks on April 6, 2001.

4. Respondent committed a prohibited practice by unilaterally implementing its 2001 wage proposals for both the Service and Maintenance and licensed Practical Nurse bargaining units represented by Local 150 on or about April 26, 2001.

5. The unilateral implementation described above occurred while a petition for interest arbitration was pending.

6. On November 1, 2002, Arbitrator Stanley Michelstetter issued an award adopting the Union's final offer on all issues in Case Number 5 INT/ARB-914, Decision 59500-A.

7. As part of the Union's offer, a new collective bargaining agreement in effect from 2001 to 2002 provided "Payday shall be once every two weeks, on the schedule in effect in December, 2002. Employees permanently assigned to the P.M. shift who have home addresses with zip codes outside Wausau, Rothschild, and Schofield area may pick up their paychecks (if they are available) after 5:00 p.m. on Thursday before the normal Friday payday." The agreement further provided that "The employer shall not change the method of paying employees from that in effect in December, 2000, except by mutual agreement with the Union."

8. The employer never complied with the above provisions. Instead, the employer unilaterally, effective January 16, 2003, distributed to LPNs an option form, a copy of which is attached to the complaint in Case 8 as Exhibit A.

9. On or before January 16, 2003, when it was implemented, the Union was not informed of the employer's unilateral change, nor did it receive a copy of the forms distributed to employees. As a result, the Union had no opportunity to bargain on the issue.

10 By the above acts, the respondent violated Section 111.70(3)(a)1 and 4, Wis. Stats.

11. The parties agree to the following relief for the above-referenced conduct:

1. An order that the respondent cease and desist from its prohibited practices and that it bargain in good faith.

2. An order that the respondent post notices that it will refrain from engaging in prohibited practices and bargain with the union in good faith.

3. That the respondent will meet with the complainant Union for the purpose of reaching a mutual agreement concerning implementation of the interest arbitration award in Case Number 5 INT/ARB-914, Decision Number 59500-A.

### **FINDINGS OF FACT**

Although the foregoing stipulation between the parties contains facts, conclusions of law and a stipulation as to the remedy, the undersigned adopts the above stipulation as findings of fact 1 through 11 herein.

### **CONCLUSIONS OF LAW**

Respondent Board committed prohibited practices by unilaterally implementing its 2001 wage proposals for both the Service and Maintenance and LPN bargaining units and by unilaterally implementing direct deposit of employee paychecks on April 6, 2000 (Case 6) and by unilaterally changing the method of paying employees by distributing the "option form" found as exhibit A attached to the complaint in Case 8.

Upon the basis of the above Findings of Fact and Conclusions of Law, I make and issue the following

### **ORDER**

#### **IT IS ORDERED**

1. Respondent Board shall cease and desist from its prohibited practices and shall bargain in good faith.
2. The respondent shall post, for a period of 45 days in conspicuous places within the facility including all areas used by its employees as "break" rooms and the like, informing the employees that it will refrain from engaging in prohibited practices and bargain with the Union in good faith.
3. The Respondent will meet with the Union for the purpose of reaching a mutual agreement concerning implementation of the interest arbitration award in Case Number 5 INT/ARB-914, Decision Number 59500-A.

Dated at Wausau, Wisconsin, this 13<sup>th</sup> day of August, 2003.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

Steve Morrison /s/  
Steve Morrison, Examiner

NORTH CENTRAL COMMUNITY SERVICES PROGRAM BOARD

MEMORANDUM ACCOMPANYING FINDINGS OF FACT,  
CONCLUSIONS OF LAW AND ORDER

POSITIONS OF THE PARTIES

The only issue left to consider following the stipulation of the parties set forth above is the duration of the posting of the notice tinder Finding of Fact 11 (2). The Union requests a 60-day posting and the Respondent a 30-day posting.

DISCUSSION

The parties have stipulated to all of the pertinent findings of Fact and Conclusions of Law and have also stipulated to the terms of the remedy sought herein, save one minor issue. The Union believes the Respondent should be ordered to post the notice referenced in Finding of Fact 11 (2) for a period of 60 days. The Respondent, on the other hand, feels that a 30 day posting is sufficient.

I believe that a 45-day posting is adequate to facilitate the notice portion of the parties' stipulated remedy and have so indicated in the second paragraph of the Order.

Dated at Wausau, Wisconsin, this 13<sup>th</sup> day of August, 2003.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

Steve Morrison /s/

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Steve Morrison, Examiner