

STATE OF WISCONSIN
BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

In the Matter of the Petition of

**BROWN COUNTY HUMAN SERVICES
PROFESSIONAL EMPLOYEES ASSOCIATION**

Requesting a Declaratory Ruling Pursuant to Secs. 111.70(4)9b)
and/or 227.41(2), Stats. Involving a Dispute Between the Petitioner and

BROWN COUNTY

Case 803
No. 71166
DR(M)-718

Decision No. 33807

Appearances:

Thomas J. Parins, Jr., Parins Law Firm, 422 Doty Street, P. O. Box 817, Green Bay, Wisconsin 54305-817, appearing on behalf of the Brown County Human Services Professional Employees Association.

Frederick J. Mohr, Attorney at Law, 414 East Walnut Street, Suite 101, P.O. Box 1015, Green Bay, Wisconsin 54305-1015, appearing on behalf of Brown County.

**FINDINGS OF FACT, CONCLUSIONS OF LAW
AND DECLARATORY RULING**

On September 30, 2011, the Brown County Human Services Professional Employees Association filed a petition with the Wisconsin Employment Relations Commission requesting a declaratory ruling pursuant to Secs. 111.70(4)(b) and/or 227.41(2), Stats. as to whether the Association and Brown County have a collective bargaining agreement for the period of January 1, 2012-December 31, 2012. The parties subsequently stipulated to an evidentiary record and filed written argument-the last of which was received November 30, 2011.

Having reviewed the record and being fully advised in the premises, the Commission makes and issues the following

No. 33807

FINDINGS OF FACT

1. The Brown County Human Services Professional Employees Association, herein the Association, is a labor organization that serves as the collective bargaining representative of certain employees of Brown County.

2. Brown County, herein the County, is a municipal employer.

3. The Association and the County were parties to a 2010-2011 collective bargaining agreement which stated in relevant part:

Article 32. DURATION OF AGREEMENT

The Agreement shall become effective as of January 1, 2010 and shall remain in force and effect to and including December 31, 2011 and shall renew itself for additional one (1) year periods until and unless either party, prior to June 1, before the expiration of this Agreement and the expiration of any of its renewal dates, notifies the other party in writing that it desires to alter or amend the same at the end of the Agreement.

4. On April 1, 2011, the County sent the Association a written proposal to terminate the 2010-2011 bargaining agreement and replace it with a bargaining agreement having a term of April 7, 2011 through December 31, 2013.

Based on the above and foregoing Findings of Fact, the Commission makes and issues the following

CONCLUSIONS OF LAW

1. Brown County's written proposal for an April 7, 2011 through December 31, 2013 collective bargaining agreement meets the notification requirements of Article 32 as set forth in Finding of Fact 3.

2. The 2010-2011 collective bargaining agreement was not renewed for a one year period after December 31, 2011.

Based on the above and foregoing Findings of Fact and Conclusions of Law, the Commission makes and issues the following

DECLARATORY RULING

The Brown County Human Services Professional Employees Association and Brown County do not have a January 1, 2012-December 31, 2012 collective bargaining agreement.

Given under our hands and seal at the City of Madison, Wisconsin, this 1st day of March, 2012.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

James R. Scott /s/

James R. Scott, Chairman

Judith Neumann /s/

Judith Neumann, Commissioner

Rodney G. Pasch /s/

Rodney G. Pasch, Commissioner

BROWN COUNTY

**MEMORANDUM ACCOMPANYING FINDINGS OF FACT,
CONCLUSIONS OF LAW AND DECLARATORY RULING**

The parties' dispute turns on the application of Article 32 of their 2010-2011 bargaining agreement which states in pertinent part:

Article 32. DURATION OF AGREEMENT

The Agreement shall become effective as of January 1, 2010 and shall remain in force and effect to and including December 31, 2011 and shall renew itself for additional one (1) year periods until and unless either party, prior to June 1, before the expiration of this Agreement and the expiration of any of its renewal dates, notifies the other party in writing that it desires to alter or amend the same at the end of the Agreement.

It is undisputed that on April 1, 2011, the County made a written contract proposal to the Association and that the proposal contained changes that would be in effect for periods of time after December 31, 2011. We conclude that by its April 1, 2011 proposal, the County met the notification requirements of Article 32 and thus that the 2010-2011 contract was not renewed for calendar year 2012.

The Association argues that because the County proposal already addressed time periods covered by the existing 2010-2011 agreement, the County proposal did not qualify as

an Article 32 notice of desire to “alter or amend the same at the end of the Agreement.” We do not find this argument to be persuasive. The County proposal includes changes that would be in effect “at the end of the Agreement” after December 31, 2011 and thus qualifies as notice under Article 32.¹

Dated at Madison, Wisconsin, this 1st day of March, 2012.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

James R. Scott /s/

James R. Scott, Chairman

Judith Neumann /s/

Judith Neumann, Commissioner

Rodney G. Pasch /s/

Rodney G. Pasch, Commissioner

¹ The Association points to a decision by a Commission examiner in CHETEK JOINT SCHOOL DISTRICT NO. 5, DEC. NO. 12418-A (Schurke, 3/74) as support for its position. Given the application of the County proposal to periods of time beyond the expiration of the 2010-2011 agreement, the facts before us herein are significantly different than those before the examiner. It is also important to note that the Commission reversed the examiner’s decision on appeal and found the notice in question sufficient to reopen the agreement in question. CHETEK, DEC. NO. 12418-D (WERC, 5/76).