

STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

COMMUNICATION WORKERS OF AMERICA, LOCAL 4671, Complainant.

v.

CITY OF REEDSBURG, Respondent.

Case 8
No. 71368
MP-4702

Decision No. 34190

Appearances:

Frank Mathews, Administrative Director, District 4 Communication Workers of America, 20525 Center Ridge Road, Suite 700, Rocky River, Ohio 44116, appearing on behalf of the Complainant.

Steven C. Zach, Boardman & Clark LLP, 1 South Pinckney Street, Suite 410, Madison, Wisconsin 53701, appearing on behalf of the Respondent.

FINDINGS OF FACT,
CONCLUSION OF LAW AND ORDER

On January 11, 2012, Communications Workers of America, Local 4671 filed a complaint with the Wisconsin Employment Relations Commission asserting that the City of Reedsburg had committed a prohibited practice within the meaning of Sec. 111.70(3)(a) 5, Stats. by violating a collective bargaining agreement in effect on January 1, 2012. The City contends that no agreement was in effect after December 31, 2011.

The parties stipulated to the facts to be considered and filed written argument with Commission Examiner Danielle Carne by October 9, 2012. Examiner Carne had not issued a decision before she left the Commission's employ on June 7, 2013. To minimize further delay, the Commission has concluded that it will issue the decision in this matter.

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

No. 34190

FINDINGS OF FACT

1. The City of Reedsburg, herein the City, is a municipal employer.
2. Communication Workers of America, Local 4671, herein the Union, is a labor organization that at all times material herein served as the collective bargaining representative of certain employees of the City. The employees so represented were “general municipal employees” within the meaning of Sec. 111.70(1)(fm), Stats.
3. The City and the Union were parties to collective bargaining agreement with a stated term of January 1, 2011-December 31, 2011. The agreement contained the following provision:

17.01 Period Covered - -This Agreement shall be effective as of 1 January 2011 and shall remain in effect to an including 31 December 2011 and shall continue in effect thereafter until terminated by written notice given either party expressly stating its intention to terminate this Agreement, in which case it shall terminate sixty (60) days following receipt of such notice. Within thirty (30) days of receipt of such notice to terminate this Agreement, the Union and the City shall commence collective bargaining with respect to a new Agreement.

4. Prior to June 29, 2011, Sec. 111.70(3)(a) 5, Stats. provided that it was a prohibited practice for a municipal employer to:

. . . violate any collective bargaining agreement previously agreed upon by the parties with respect to wages, hours and conditions of employment affecting municipal employees

Effective June 29, 2011, Sec. 111.70(3)(a) 5, Stats. was amended to state:

. . . violate any collective bargaining agreement affecting general municipal employees, that was previously agreed upon by the parties with respect to wages.

5. In January 2012, the City took action to increase employee health insurance and retirement contributions beyond those contained in the agreement referenced in Finding of Fact 3.

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

CONCLUSION OF LAW

The Wisconsin Employment Relations Commission does not have jurisdiction to determine whether the City of Reedsburg violated a collective bargaining agreement as to health insurance and retirement contributions in January 2012.

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

ORDER

The complaint is dismissed.

Given under our hands and seal at the City of Madison, Wisconsin, this 11th day of July, 2013.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

James R. Scott /s/

James R. Scott, Chairman

Rodney G. Pasch /s/

Rodney G. Pasch, Commissioner

CITY OF REEDSBURG

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

The Union asserts that the 2011 collective bargaining agreement continued to be in effect beyond December 31, 2011 because neither party gave written notice expressing an intent to terminate the agreement as required by Section 17.01. Therefore, the Union argues that the City was contractually bound to maintain the employees' health insurance and retirement contributions at existing levels. The City contends that the 2011 agreement was not and could not be extended.

As reflected in Finding of Fact 4, Sec. 111.70(3)(a) 5, Stats. was amended effective June 29, 2011 to limit the Commission's jurisdiction over alleged contract violations to those asserting contractually improper base wage rate changes. Because the alleged violations here are not over changes in base wage rates, we do not have jurisdiction to resolve the parties' dispute. Therefore, we have dismissed the complaint.

Dated at Madison, Wisconsin, this 11th day of July, 2013.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

James R. Scott /s/

James R. Scott, Chairman

Rodney G. Pasch /s/

Rodney G. Pasch, Commissioner