

STATE OF WISCONSIN  
BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

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In the Matter of the Petition of

**TEAMSTERS LOCAL UNION NO. 695**

Requesting a § 111.70(4)(b) or § 227.41(1), Stats., Declaratory Ruling  
Involving a Dispute Between the Petitioner and

**SCHOOL DISTRICT OF LACROSSE**

Case 81  
No. 72310  
DR(M)-729

**Decision No. 34659**

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Appearances:

**Kyle A. McCoy**, Soldon Law Firm, LLC, 1678 Glenwood Road, Ann Arbor, Michigan 48104, appearing on behalf of Teamsters Local Union No. 695.

**Stephen L. Weld**, Weld, Riley, Prenn & Ricci, S.C., 3624 Oakwood Hills Parkway, Post Office Box 1030, Eau Claire, Wisconsin 54702-1030, appearing on behalf of the School District of LaCrosse.

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

On August 28, 2013, Teamsters Local Union No. 695 filed a petition with the Wisconsin Employment Relations Commission pursuant to §§ 111.70(4)(b) and 227.41, Stats. seeking a declaratory ruling as to the duty of the School District of LaCrosse to provide Teamsters with the home addresses of employees Teamsters represent for the purposes of collective bargaining. The parties waived hearing and filed written argument – the last of which was received October 31, 2013.

Having considered the matter and being fully advised in the premises, the Commission makes and issues the following

### **FINDINGS OF FACT**

1. The School District of LaCrosse (herein the District) is a municipal employer.
2. Teamsters Local Union No. 695 (herein Teamsters) is a labor organization that serves as the collective bargaining representative of certain employees of the District.
3. Teamsters and the District reached a tentative agreement on a collective bargaining agreement. Teamsters asked the District to provide the home addresses of all employees covered by the tentative agreement so that said employees could be advised of the terms of a tentative agreement and the details of a contract ratification vote. The District refused to provide the requested home addresses but offered to provide employee work addresses, work email addresses, work telephone numbers and to send a sealed packet of information to the employees' homes.

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

### **CONCLUSION OF LAW**

The School District of LaCrosse's duty to bargain with Teamsters Local Union No. 695 under Chapter 111 did not require that the District provide Teamsters with the home addresses of bargaining unit employees.

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

### **DECLARATORY RULING**

The School District of LaCrosse did not violate its Chapter 111 duty to bargain with Teamsters Local Union No. 695 by refusing to provide Teamsters with the home addresses of bargaining unit employees.

Dated at Madison, Wisconsin, this 19th day of November 2013.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

/s/ James R. Scott

James R. Scott, Chairman

/s/ Rodney G. Pasch

Rodney G. Pasch, Commissioner

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

Section 19.36(10)(a), Stats. states:

(10) EMPLOYEE PERSONNEL RECORDS. Unless access is specifically authorized or required by statute, an authority shall not provide access under s. 19.35 (1) to records containing the following information, except to an employee or the employee's representative to the extent required under s. 103.13 or to a recognized or certified collective bargaining representative to the extent required to fulfill a duty to bargain under ch. 111 or pursuant to a collective bargaining agreement under ch. 111:

(a) Information maintained, prepared, or provided by an employer concerning the home address ... unless the employee authorizes the authority to provide access to such information.

Here, the parties disagree over whether the duty to bargain referenced in § 19.36(10), Stats. requires that the home addresses be provided.

Both parties agree that the duty to bargain includes a general obligation to provide a union with information that is "relevant and reasonably necessary" for the union to meet its obligations to bargain and administer a collective bargaining agreement. See Madison Metropolitan School District, Dec. No. 28832-B (WERC, 9/98). However, the parties disagree over whether the home addresses are "relevant and reasonably necessary" for the Teamsters to communicate with employees about the terms of a tentative agreement and the details of a contract ratification vote.

When the information being requested is something other than wage and fringe benefit data, "the burden is on the exclusive representative ... to demonstrate the relevance and necessity of said information to its duty to represent unit employees." Madison at p.4. We conclude Teamsters have not met that burden as to the "necessity" of receiving the home addresses. As reflected in Finding of Fact 3, the District offered Teamsters alternative methods of communicating with employees. On their face, particularly the offer to send sealed information packets to the employees' homes (as to which we would understand the District would have no knowledge of the contents thereof), these alternatives would meet the needs

asserted by the Teamsters as to communicating with employees.<sup>1</sup> Accordingly, we conclude that the Teamsters failed to meet their burden of establishing that disclosure of the home addresses was reasonably necessary to fulfill its duty to bargain on behalf of employees. Therefore, the District did not violate its duty to bargain by refusing to provide Teamsters with those addresses.

Dated at Madison, Wisconsin, this 19th day of November 2013.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

/s/ James R. Scott

James R. Scott, Chairman

/s/ Rodney G. Pasch

Rodney G. Pasch, Commissioner

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<sup>1</sup> While both parties cite State of Wisconsin, Dec. No. 31271-B (WERC, 8/06) in support of their respective positions, that case did not present the question of how alternative means of communication impact a “reasonably necessary” analysis. As the Court found when analyzing the analogous duty to supply information under the National Labor Relations Act, consideration of such alternatives is an appropriate part of the analysis. See United Aircraft Corp v NLRB, 434 F.2d 1198 (2nd Cir. 1970).