

STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS BOARD

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WISCONSIN FEDERATION OF TEACHERS,  
AFL-CIO, and its local affiliate,  
LOCAL UNION NO. 35,  
Complainants,

vs.

JOINT DISTRICT NO. 1 OF THE VILLAGE  
OF WAUNAKEE, TOWNS OF SPRINGFIELD,  
VIENNA, DANE AND WESTPORT,

Respondent.  
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Case I  
No. 9219 MP-6  
Decision No. 6706

Appearances:

Goldberg, Previant & Uelmen, Attorneys at Law, by Mr. Roger Walsh, for the Complainants.

Stephens, Bieberstein, Cooper, Bruemmer and Gartzke, Attorneys at Law, by Mr. Paul C. Gartzke and Mr. Earl I. Cooper, for the Respondent.

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

The above entitled matter having come on for hearing before the Wisconsin Employment Relations Board on July 23, 1963 at Madison, Wisconsin, Chairman Morris Slavney and Commissioner Arvid Anderson being present; the Board having considered the evidence and being fully advised in the premises, makes and files the following Findings of Fact, Conclusions of Law and Order.

FINDINGS OF FACT

1. That the Complainant Wisconsin Federation of Teachers, AFL-CIO, is a voluntary, unincorporated association affiliated with the American Federation of Teachers, AFL-CIO, and has its principal office at 6333 West Bluemound Road, Milwaukee, Wisconsin; that the Complainant Local Union No. 35, is a voluntary, unincorporated association affiliated with the Wisconsin Federation of Teachers, AFL-CIO and the American Federation of Teachers, AFL-CIO, and has its office at Madison, Wisconsin; and that both of said Complainants exist for the purpose of representing teachers in conferences and negotiations with the various school boards in matters concerning wages, hours and conditions of employment.

2. That Joint District No. 1 of the Village of Waunakee, Towns of Springfield, Vienna, Dane and Westport, hereinafter referred to as the Respondent, operates a single elementary school in the Village of Waunakee, Wisconsin, where it maintains its offices; and that at least since September 1960 it has employed Beverly Powers as the Principal of the elementary school operated by it.

3. That the Wisconsin Education Association, hereinafter referred to as the WEA, is an organization which renders assistance to its various local affiliated organizations in regard to, among other things, representing teachers in the employ of various school boards in conferences and negotiations with respect to matters concerning wages, hours and conditions of employment; and that the Eastern Dane Education Association, hereinafter referred to as the EDEA, is a local affiliate of the WEA, having among its members teachers employed by various school boards in the eastern section of Dane County, Wisconsin.

4. That Myron Cook commenced his employment with the Respondent as an elementary teacher on September 12, 1962, pursuant to a one-year individual contract of employment; that on or about October 1, 1962 the President of the EDEA, from the office of Harry M. Hansen, County Superintendent of Schools for Eastern Dane County, by mail, forwarded to Principal Powers applications for WEA membership and certain other materials, including tickets for the 1962 fall convention of the WEA, as well as literature concerning the WEA, and also forwarded therewith a letter requesting Principal Powers to distribute said applications, tickets and literature to the individual teachers in the employ of the Respondent and further requesting that said applications, dues and other moneys collected be remitted through Hansen's office; that, upon receipt thereof, Principal Powers placed such materials in the mail boxes maintained by the Respondent on its premises for its eight teachers; that a

few days later Principal Powers contacted each of the eight teachers for the purpose of collecting the membership applications, dues, convention tickets and moneys therefor; that when Powers approached Cook with reference to said matters, Cook informed her that he was uncertain as to whether he desired to join the WEA; that on that occasion Principal Powers stated to Cook that he might wish to have an opportunity to inquire further concerning the WEA; that within a day or two Principal Powers conversed with Cook with regard to the matter and at that time Cook indicated that he did not desire to join the WEA and that he would more than likely join the American Federation of Teachers; and that during said conversation Principal Powers questioned whether Cook might lose pay for not attending the WEA convention on November 1 and 2, 1962, since he would not be teaching the days of the convention because the school would be closed on those dates; and that Cook, sometime in October 1962, joined the Complainant Local Union No. 35.

5. That following the WEA convention, which Cook did not attend, Principal Powers sought advice from County Superintendent Hansen as to whether Cook could be paid for November 1 and 2, 1962; that the County Superintendent advised Powers that such a problem could be resolved in the future by amending individual teacher contracts to provide that teachers would be expected to join the WEA; that Principal Powers subsequently reported said recommendation to the Respondent, which rejected such suggestion; and that the Respondent did pay Cook for November 1 and 2, 1962.

6. That on March 12, 1963 board members of the Respondent met with Principal Powers for the purpose of considering the renewal of teacher contracts for the teaching year 1963-1964; that at such meeting the Respondent accepted the recommendation of Principal Powers not to review the teaching contract of Myron Cook, primarily because of his failure to enforce discipline among his students; and that the Respondent's decision not to renew Cook's contract was submitted to Cook in writing on or about March 16, 1963.

7. That on or about April 10, 1963, pursuant to Cook's request, board members of the Respondent, along with Principal Powers, met with Cook to discuss its refusal to renew Cook's teaching contract; that at such meeting no discussion was had concerning Cook's refusal to join the WEA or concerning his membership in Complainant Local Union No. 35, except that in response to an inquiry by Cook, the Respondent denied that its action was based on Cook's refusal to join the WEA or participate in its activities; and at that time board members of the Respondent informed Cook that their action was based on his failure to maintain proper discipline among his students.

8. That the Respondent terminated the employment of Myron Cook at the end of the 1962-1963 school year by refusing to renew his teaching contract for the following year for cause, in that he did not maintain proper discipline among his students, and that said termination of employment was not motivated by Cook's refusal to become a member or participate in the activities of the WEA nor was it motivated by his membership in the Complainant Local Union No. 35.

Upon the basis of the above and foregoing Findings of Fact the Board makes the following

#### CONCLUSIONS OF LAW

1. That the Complainant Wisconsin Federation of Teachers, AFL-CIO, Complainant Local Union No. 35, the Wisconsin Education Association and the Eastern Dane Education Association are all labor organizations within the meaning of Section 111.70 of the Wisconsin Statutes.

2. That the Respondent, Joint District No. 1 of the Village of Waunakee, Towns of Springfield, Vienna, Dane and Westport, is a municipal employer within the meaning of Section 111.70 (1) (a) of the Wisconsin Statutes.

3. That the Respondent, Joint District No. 1 of the Village of Waunakee, Towns of Springfield, Vienna, Dane and Westport, by its agent, Principal Beverly Powers, in distributing membership applications, convention tickets and material for the Wisconsin Education Association and soliciting membership in and collecting moneys for said Wisconsin Education Association, among and from the teachers in the employ of said Respondent, interfered with, restrained and coerced its employees in the exercise of their rights granted them by Section 111.70 (2) of the Wisconsin Statutes and thereby Respondent, Joint District No. 1 of the Village of Waunakee, Towns of Springfield, Vienna, Dane and Westport, has committed, and is committing, prohibited practices within the meaning of Section 111.70 (3) (a) 1 of the Wisconsin Statutes.

4. That the Respondent, Joint District No. 1 of the Village of Waunakee, Towns of Springfield, Vienna, Dane and Westport, by terminating the employment of Myron Cook at the end of the 1962-1963 school year by refusing to renew his teacher's contract for the following year, did not commit, and is not committing, any prohibited practice within the meaning of Section 111.70 of the Wisconsin Statutes.

Upon the basis of the above and foregoing Findings of Fact and Conclusions of Law, makes the following

ORDER

IT IS ORDERED that the Respondent, Joint District No. 1 of the Village of Waunakee, Towns of Springfield, Vienna, Dane and Westport, its officers and agents, including its Principal, shall immediately --

1. Cease and desist from (a) Distributing any material for the Wisconsin Education Association or any other labor organization, (b) From soliciting membership in and collecting dues for the Wisconsin Education Association, or for any other labor organization, (c) From soliciting

the sale of tickets for events sponsored by the Wisconsin Education Association or any other labor organization,

(d) Or in any other manner, interfering with, restraining or coercing, any of its employees in the exercise of their rights of self-organization, to affiliate with or be represented by any labor organization of their choice, for the purposes of conferences and negotiations on wages, hours and conditions of employment, or to refrain from any and all such activities.

2. Take the following affirmative action which the Board finds will effectuate the policies of Section 111.70 of the Wisconsin Statutes:

- (a) Notify all its employees, by posting in a conspicuous place on its premises where all employees may observe same, a copy of the notice hereto attached and marked "Appendix A". The copy of such notice shall be duly signed by the Board members of the Respondent, Joint District No. 1 of the Village of Waunakee, Towns of Springfield, Vienna, Dane and Westport and by its Principal, and shall be posted immediately upon receipt hereof and shall remain posted for thirty (30) days thereafter. Reasonable steps shall be taken to insure that said notice is not altered, defaced or covered by any other material.

- (b) Notify the Wisconsin Employment Relations Board in writing within five (5) days of a receipt of a copy of this Order what steps it has taken to comply therewith.

Given under our hands and seal at  
the City of Madison, Wisconsin this  
15th day of April, 1964.

WISCONSIN EMPLOYMENT RELATIONS BOARD

By Morris Slavney /s/  
Morris Slavney, Chairman

S E A L

Arvid Anderson /s/  
Arvid Anderson, Commissioner

Zel S. Rice II /s/  
Zel S. Rice II, Commissioner

NOTICE TO ALL TEACHING PERSONNEL

Pursuant to an Order of the Wisconsin Employment Relations Board, and in order to effectuate the policies of Section 111.70 of the Wisconsin Statutes, we hereby notify our teaching personnel that:

WE WILL NOT, by any of our officers and agents, including our Principal,

- (a) Distribute any material for the Wisconsin Education Association or any other labor organization,
- (b) Solicit membership in and collect dues for the Wisconsin Education Association, or any other labor organization,
- (c) Solicit the sale of tickets for events sponsored by the Wisconsin Education Association or any other labor organization, or
- (d) In any other manner interfere with, restrain or coerce any of our employes in the exercise of their rights of self-organization, to affiliate with or be represented by any labor organization of their choice, for the purposes of conferences and negotiations on wages and conditions of employment, or to refrain from any and all such activities.

JOINT DISTRICT NO. 1 OF THE VILLAGE OF  
WAUNAKEE, TOWNS OF SPRINGFIELD, VIENNA,  
DANE AND WESTPORT

By \_\_\_\_\_  
Chairman of the School Board      Member of the School Board

\_\_\_\_\_  
Member of the School Board      Principal

Dated \_\_\_\_\_, 1964

THIS NOTICE MUST REMAIN POSTED FOR THIRTY DAYS FROM THE DATE  
HEREOF AND MUST NOT BE ALTERED OR DEFACED IN ANY WAY.



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WISCONSIN FEDERATION OF TEACHERS,  
AFL-CIO, and its local affiliate,  
LOCAL UNION NO. 35,  
Complainants,

vs.

JOINT DISTRICT NO. 1 OF THE VILLAGE  
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Respondent.

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MEMORANDUM ACCOMPANYING FINDINGS OF  
FACT, CONCLUSIONS OF LAW AND ORDER

The complaint and the amended complaint more than adequately allege facts that if proven would constitute prohibited practices under Section 111.70. Said pleadings alleged that the Respondent coerced Cook to require him to join the WEA and subsequently

discriminated against him for his refusal to do so. Such allegations were set forth in the complaints in accordance with the Board's rules.

The Wisconsin Federation of Teachers and its local affiliate, Local Union No. 35, are proper parties in interest in this proceeding. Myron Cook, an employee of the Respondent, joined Local Union No. 35, which is affiliated with the Wisconsin Federation of Teachers. To deny the Complainants the right to file a complaint of alleged prohibited practices on behalf of a municipal employee who exercises his right to affiliate with those organizations would in fact interfere with such right and defeat the intent and purposes of the law.

We have concluded that the WEA is a labor organization within the meaning of Section 111.70 as are the two Complainant organizations. In a case heard on March 1, 1963<sup>1/</sup> the Board found the WEA to be a labor organization inasmuch as among its activities was the furnishing of advice and guidance to local affiliated organizations representing teachers in efforts to obtain recognition and in conferences and negotiations with their school board employers. In that proceeding we found such activities to be similar to activities performed by a parent labor organization for its local unions. In the instant case the record indicates that the EDEA had not sought recognition and in fact was not recognized by the Respondent for any representative purposes and that in recent years it had been almost inactive. The fact that the WEA has not actively assisted the EDEA in possible efforts to obtain recognition and in conferences and negotiations with school board employers does not affect the status of the WEA as a labor organization since it is committed to the assistance of its local affiliates in matters relating to collective bargaining throughout the state and stands ready to assist any of its affiliates if requested.

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<sup>1/</sup> School District No. 1, City of West Allis, Decision No. 6545, 11/63.

The Board rejects the Respondent's contention that Principal Powers was not its agent in regard to her actions with respect to Cook and the teachers in its employ. Principal Powers was the highest ranking administrative official of the Respondent and it relied upon her for information and recommendations with respect to the teachers in its employ as well as their supervision. The Respondent, having placed Principal Powers in such a position of authority, is responsible for her acts affecting employees under her supervision. Principal Powers, by soliciting membership applications and dues, and selling tickets for the convention of the WEA among the eight teachers employed by the Respondent in its elementary school, unlawfully assisted such organization and thereby interfered with the rights of its employees as set forth in the statutes. Municipal employees are guaranteed the right of self-organization without interference by their municipal employer or its agent.<sup>2/</sup>

The fact that the WEA membership applications and related material were sent from the office of the County Superintendent of Schools does not relieve the Respondent of the responsibility for Principal Powers' conduct. This Board does wish to note that it expressly disapproves of the advice and counsel given by Harry M. Hansen, the County Superintendent of Schools for Eastern Dane County, to Principal Powers for transmission to the Respondent to the effect that future teacher contracts be amended so as to provide that teachers would be expected to join the WEA. As a matter of fact, the suggestion of the County Superintendent was certainly improper and had he been a party to this action he would probably have been found to have committed a prohibited practice. We have concluded that the Respondent, by the action of Principal Powers, unlawfully assisted the WEA and interfered with the rights of the

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<sup>2/</sup> Section 111.70 (2) and (3) (a) 1.

teachers in its employ. we have ordered the respondent to cease and desist in such activity and from any other activity of a similar nature which would be violative of the Act.

Dated at Madison, Wisconsin this 15th day of April, 1964.

WISCONSIN EMPLOYMENT RELATIONS BOARD

By Morris Slavney /s/  
Morris Slavney, Chairman

Arvid Anderson /s/  
Arvid Anderson, Commissioner

Zel S. Rice II /s/  
Zel S. Rice II, Commissioner