

STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS BOARD

-----:
H. ROBERT BAILEY,

Complainant,

vs.

JOINT SCHOOL DISTRICT NO. 1 OF THE
CITY OF SHEBOYGAN FALLS, VILLAGE OF
WALDO AND TOWNS OF LIMA, LYNDON,
SHEBOYGAN, SHEBOYGAN FALLS, AND
WILSON, SHEBOYGAN COUNTY, WISCONSIN,

Respondent.
-----:

Case I
No. 9928 MP-19
Decision No. 7216

Appearances:

Mr. H. Robert Bailey, and Goldberg, Previant and Uelmen,
Attorneys at Law by Mr. John S. Williamson, Jr., on the
brief, for the Complainant.

Mr. Arnold W. F. Langner, Jr., Attorney at Law and Mr. Edward
R. Hilton, for the Respondent.

Hart, Kraege, Jackman & Wightman, Attorneys at Law by Mr. F.
Halsey Kraege filed a brief on behalf of the Wisconsin
Education Association, as amicus curiae.

FINDINGS OF FACT, CONCLUSION OF LAW, AND ORDER

The above entitled matter having come on for hearing before the
Wisconsin Employment Relations Board on November 24, 1964 at Sheboygan,
Wisconsin, James L. Greenwald, Examiner, being present; and the Board
having considered the evidence and arguments of Counsel and being fully
advised in the premises, makes and files the following Findings of
Fact, Conclusion of Law, and Order.

FINDINGS OF FACT

1. That H. Robert Bailey, hereinafter referred to as the
Complainant, is an individual residing at 324 Center Avenue, Sheboygan,
Wisconsin.

2. That Joint School District No. 1 of the City of Sheboygan
Falls, Village of Waldo and Towns of Lima, Lyndon, Sheboygan, Sheboygan
Falls, and Wilson, Sheboygan County, Wisconsin, hereinafter referred
to as the Respondent, operates public schools in and about the vicinity
of, and has its administrative offices at, Sheboygan Falls, Wisconsin.

3. That the Wisconsin Education Association, hereinafter referred

to as the WEA, is an organization which renders assistance to its various local affiliate 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 Sheboygan Falls Faculty Association, hereinafter referred to as the SFFA, is a local affiliate of the WEA and has, since August 18, 1964, been recognized, by the Respondent, as the exclusive bargaining representative for all teaching personnel of the Respondent for purposes of conferences and negotiations concerning wages, hours and conditions of employment for such employes.

4. That sometime during the summer of 1964, as in previous years, Henry M. Tall, Respondent's Superintendent, requested the WEA to send a representative to speak on a topic of professional interest to teachers at an in service teacher's training meeting to be held shortly before the commencement of the 1964-1965 school year; that on August 12, 1964, Tall, by mail, notified all teaching personnel of such meeting, listing among the speakers on the agenda "the President of your Association" and "a representative of the WEA"; that on September 8, 1964, at such meeting, where all teaching personnel were required to be in attendance and which the Complainant, who was at the time employed by the Respondent as a teacher, did attend and for which such employes were paid, Tall introduced in turn, first the President of the School Board, who welcomed the teachers on the occasion of the new school year, followed by the former State Superintendent of Public Instruction, George Watson, who addressed those present on a topic relating to the teaching profession; that Watson was followed by Eugene Knowles, President of the SFFA, who spoke for less than five minutes, during the course of which he announced that teachers interested in membership in the SFFA and the WEA might contact him to obtain applications therefor; that thereafter, Tall introduced Edward Gollnick, a representative of the WEA, who addressed the group for approximately a half hour on teacher retirement and welfare programs; that during the course of such presentation, Gollnick praised the role of the WEA in sponsoring legislation in the area of teacher retirement; and that Gollnick was followed by William Ernst, of the State Department of Public Instruction, who spoke on curriculum.

5. That at no time material herein did the Respondent receive any request by any other organization or individual for permission to

appear to address an assembled group of teachers under similar circumstances for a comparable length of time for the purpose of speaking on behalf of any other teacher organization, or in opposition to any teacher organization.

6. That the Respondent, by permitting representatives of the SFFA and WEA to appear at its in service teacher training meeting, briefly to announce through whom memberships might be obtained and, incidentally to speak on teacher welfare programs, praise the WEA's activities in such regard, did no more than cooperate with the recognized exclusive bargaining representative of its teaching personnel, and did not interfere with, restrain or coerce its employees in the exercise of their rights.

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

#### CONCLUSION OF LAW

1. That Joint School District No. 1 of the City of Sheboygan Falls, Village of Waldo and Towns of Lima, Lyndon, Sheboygan, Sheboygan Falls, and Wilson, Sheboygan County, Wisconsin, in permitting representatives of the Sheboygan Falls Faculty Association and the Wisconsin Education Association to appear at its teacher training meeting under the circumstances described above, did not thereby commit any prohibited practice within the meaning of Section 111.70(3)(a)1 of the Wisconsin Statutes.

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

#### ORDER

IT IS ORDERED that the complaint filed in the instant matter be, and the same hereby is, dismissed.

Given under our hands and seal at the City of Madison, Wisconsin, this 21st day of July, 1965.

WISCONSIN EMPLOYMENT RELATIONS BOARD

By Morris Slavney  
Morris Slavney, Chairman

Arvid Anderson  
Arvid Anderson, Commissioner

Zel S. Rice II  
Zel S. Rice II, Commissioner

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MEMORANDUM ACCOMPANYING FINDINGS OF  
FACT, CONCLUSION OF LAW AND ORDER

The Complainant alleged that the Respondent required him to attend a meeting, under its auspices, and on its time and premises, at which a representative of the WEA solicited membership in such organization, while neglecting to invite representatives of any other organizations. The Respondent, in its answer, denied that the WEA representative spoke in such capacity, or that he solicited membership in the WEA or that the Respondent, in any way, endorsed such alleged solicitation.

The Complainant does not allege that on the occasion in question, any other individual solicited membership in the WEA or its affiliate, the SFFA. However, the evidence disclosed that at such time the President of the SFFA did remark that membership in said organizations could be procured through him and since Respondent made no objection to the introduction of evidence relative to such appearance and remark, and since the matter has been fully litigated, we shall deem the complaint amended to encompass same.

The facts are not in dispute. In the summer of 1964, the Respondent recognized the SFFA as the exclusive bargaining representative for all of its teaching personnel since it believed that all of its teachers belonged to such organization and had no knowledge concerning interest among its faculty in any other teachers' organization. At the start of the 1964-1965 school year, Henry Tall,


Respondent's Superintendent, presided at an in service teacher training meeting, in the course of which, he introduced Eugene Knowles, the President of the SFFA, who spoke for a period of less than five minutes, and at the conclusion of his remarks indicated that anyone who was interested in membership applications in the WEA or SFFA might obtain them through him. Tall next introduced Edward Gollnick, a representative of the WEA, who had been invited to appear at the meeting, as had been the practice in the past, to speak on teacher retirement and welfare programs. During his remarks, Gollnick praised the role of the WEA in obtaining the enactment of the State teacher retirement plan. The Complainant at the hearing indicated that he made no contention that Gollnick solicited memberships in so many words, but rather, that by presenting such WEA activities in a very favorable light thereby impliedly urged his listeners to affiliate with such organization. Three teachers who testified on the Complainant's behalf gave a similar appraisal of the overall affect of Gollnick's remarks. Tall, while denying Gollnick solicited memberships, as did Gollnick, did not deny that he favorably portrayed the legislative activities of the WEA, while Gollnick acknowledged he might have mentioned such activities.

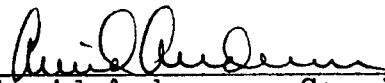
The question posed is whether a municipal employer commits a prohibited practice in violation of Section 111.70(3)(a)1 of the Wisconsin Statutes by permitting representatives of the bargaining agent of its employees to make, what is at most, a subtle solicitation to its employees on the employer's time and premises. Knowles and Gollnick spoke for a short period of time during the meeting. The compensation paid to the teachers for such time was minimal. No teacher organization at any time material herein, nor any individual teacher, sought permission from the Respondent to address any of the teachers at any time in a meeting of teachers called by the Respondent. Such permission by the Respondent cannot be considered as being per se an act of interference, restraint or coercion. Nor is the fact that the teachers were paid for attendance at the meeting evidence of any financial support or assistance to either, or both, the WEA or SFFA. Had the Respondent denied an opportunity to address teachers under the same and similar circumstances to another teacher organization, or to an individual opposing any organization, the issue might have been different. We have determined that the

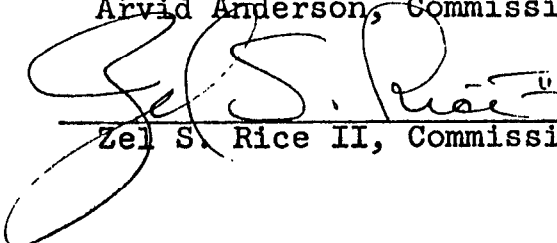
Respondent's action in this matter did not constitute illegal interference, restraint or coercion and therefore we have dismissed the complaint.

Dated at Madison, Wisconsin, this 21st day of July, 1965.

WISCONSIN EMPLOYMENT RELATIONS BOARD

By   
Morris Slavney, Chairman

  
Arvid Anderson, Commissioner

  
Zel S. Rice II, Commissioner