

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

Case IV
No. 11235 MP-35
Decision No. 7905-B

Mr. F. Halsey Kraege, Attorney at Law, for the Wisconsin Education Association.

The above entitled matter having come on for hearing before the Wisconsin Employment Relations Board, now known as the Wisconsin Employment Relations Commission, on March 22, 1967, at Madison, Wisconsin, before Chairman Morris Slavney, Commissioner Arvid Anderson and Commissioner Zel S. Rice II, and the Commission having considered the evidence and arguments and briefs of counsel, and being fully advised in the premises, makes and files the following Findings of Fact, Conclusion of Law and Order.

1. That the Complainant, Wisconsin Federation of Teachers, AFL-CIO, hereinafter referred to as the WFT, is an employe organization having its offices at 7230 West Capitol Drive, Milwaukee, Wisconsin, and has, as its affiliates, various local organizations consisting of teachers employed in various school districts throughout the State of Wisconsin, including the Two Rivers Federation of Teachers, Local 1252, hereinafter referred to as TRTU.

2. That the Respondent, Board of Education, District No. 1, City and Town of Two Rivers, hereinafter referred to as the School Board, has its principal office at Two Rivers, Wisconsin; that it maintains and operates public schools in said community; and in that regard employs, among others, certificated teaching personnel.

3. That Two Rivers Education Association, hereinafter referred to as the TREA, is an employe organization, existing for the purpose of representing teachers in the employ of the School Board in conferences and negotiations on matters pertaining to the conditions of their employment; that it has its offices at Two Rivers, Wisconsin; that the TREA is affiliated with the Wisconsin Education Association, hereinafter referred to as the WEA, which is an employe organization having its offices at Madison, Wisconsin; and that the WEA has, as its affiliates, various local associations consisting of teachers employed in various school districts throughout the State of Wisconsin.

4. That on May 11, 1964, the Wisconsin Employment Relations Board, hereinafter referred to as the WERB, conducted an election among non-supervisory teaching personnel in the employ of the School Board to determine whether such employes desired to be represented for the purpose of conferences and negotiations by the TRTU, or by the TREA, or by neither of said organizations; that at said election a majority of the teachers voting selected the TREA as their representative; and that on June 3, 1964, the WERB issued the certification of the results of said election, wherein the TREA was certified as the exclusive collective bargaining representative of the non-supervisory teaching personnel of the School Board.

5. That on January 10, 1966, the Superintendent of Schools, as an agent of the School Board, submitted a proposed calendar for

the school year 1966-1967 to the TREA for its comments and preliminary approval; that said preliminary calendar set forth the first Thursday and Friday in November, November 3 and 4, 1966, as the dates upon which school would be closed because of the annual teacher conventions; that the Superintendent, in suggesting said dates did so with the fact in mind that both the WEA and the WFT, at least prior to 1966 historically conducted their annual teacher conventions on the first Thursday and Friday of November of each year; that with the approval of the TREA, the School Board, on April 14, 1966, formally adopted the school calendar for the year 1966-1967, wherein November 3 and 4, 1966, were indicated as teacher convention days and days on which schools would be closed therefore.

6. That on April 29, 1966, after it determined to change its practice with respect to days on which its annual convention was held, the WFT forwarded a letter to the School Board advising it that the WFT annual teacher convention would be held on October 6 and 7, 1966; that on May 6, 1966, the Superintendent, by letter, acknowledged the receipt of such notification and indicated that the School Board had established its 1966-1967 calendar to the effect that November 3 and 4, 1966, had been set aside for the closing of the schools for said teacher conventions, and further therein indicated that the School Board would not close its schools for a total of four days for convention purposes.

7. That on September 19, 1966, the president of the TRTU, by letter, advised the School Board that members of TRTU were planning to attend the WFT convention; that prior to October 6, 1966, School Board denied teachers permission to be excused to attend the WFT convention; that on October 6 and 7, 1966, nine teachers in the employ of the School Board attended the WFT convention at Milwaukee, Wisconsin, and that an additional teacher in the employ

of the School Board attended said convention on October 7, 1966; that those teachers who did attend the WFT convention were not paid for the days on which they absented themselves from their teaching duties as a result of such attendance; that on November 3 and 4, 1966, as provided in the school calendar, the School Board closed its schools; that teachers in the employ of the School Board who attended the WEA convention on said dates were paid by the School Board as if they had taught school on said dates, and those who did not attend the convention but were given an opportunity to perform acceptable substitute service in the schools were also paid as if they had taught schools on said dates.

8. That the School Board, by refusing to grant teachers excused time off and by refusing to pay teachers for the days they absented themselves from their teaching duties as a result of attending the WFT convention on October 6 and 7, 1966, did not interfere, restrain or coerce any of the teachers in its employ, with regard to their right to engage in concerted activity, on behalf of the WFT, the TRTU, or any other employe organization of their choosing.

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

CONCLUSION OF LAW

1. That Board of Education, District No. 1, City and Town of Two Rivers, by refusing to grant teachers excused time off, and by refusing to pay teachers for the days they absented themselves from their teaching duties as a result of attending the convention of the Wisconsin Federation of Teachers on October 6 and 7, 1966, did not commit, and is not committing any prohibited practice within the meaning of Section 111.70 of the Wisconsin Statutes.

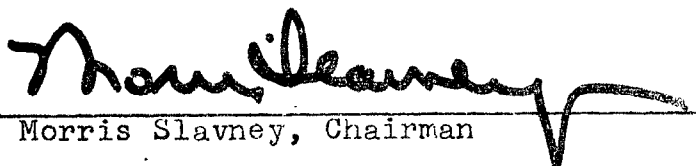
Upon the basis of the above and foregoing Findings of Fact and Conclusion of Law, the Commission makes the following

ORDER

IT IS ORDERED that the complaint filed in the instant matter be, and the same hereby is dismissed. ^{1/}

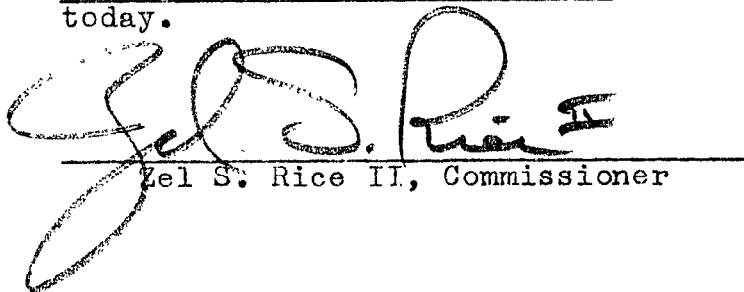
Given under our hands and seal at the City of Madison, Wisconsin, this *3rd* day of August, 1967.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By 
Morris Slavney, Chairman


Arvid Anderson, Commissioner

I dissent for the reasons set forth in my Memorandum of Dissent in City of Kenosha Board of Education issued today.


Zel S. Rice II, Commissioner

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The dismissal herein is on the basis of the rationale expressed City of Kenosha Board of Education, Decision No. 8120 issued today.