

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

4. That on June 2, 1965, 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 ATU, or by the AEA, or by neither of said organizations; that in said election a majority of the teachers voting cast ballots in favor of being represented by the AEA, and on June 15, 1965, the WERB issued a certification of the results of the election, wherein the AEA was certified as the exclusive bargaining representative for non-supervisory teaching personnel in the employ of the School Board; that in December, 1965, the Superintendent of Schools, in proposing the school calendar for the year 1966-1967 for consideration by the School Board, met jointly with the presidents of the AEA and the ATU with respect to the calendar for the school year 1966-1967; that the calendar, as proposed by the Superintendent, established the first Thursday and Friday in November, November 3 and 4, 1966, as the dates upon which school would be closed because of Teachers' Conventions; that said dates were so designated by the Superintendent based on the historical practice of the WFT and the WEA in holding their annual teacher conventions on the first Thursday and Friday in November of each year; that said teacher convention dates, as proposed by the Superintendent, were deemed satisfactory by the presidents of both the ATU and the AEA prior to the formal adoption of the school calendar by the School Board on December 13, 1965.

5. That subsequently and prior to April 15, 1966, the teachers in the employ of the School Board executed individual teacher contracts on the basis of the conditions of employment established by the School Board, including the calendar adopted by it for the school year 1966-1967.

6. That on April 29, 1966, after it had determined to change its practice with respect to the 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 of Schools directed a written memorandum to the members of the School Board advising that the WFT had scheduled its annual teacher convention for October 6 and 7, 1966 and therein the Superintendent requested the Board to establish a policy with respect to said request; that on August 6, 1966, the President of the ATU, by letter, informed the School Board that members of the ATU planned to attend the WFT convention, as scheduled on October 6 and 7, 1966, and further therein indicated that the ATU assumed that the School Board was preparing to relieve those teachers who would attend the WFT convention; that on September 26, 1966, at a regular meeting of the School Board, the ATU requested the School Board to permit ten of its officers and delegates to attend the WFT convention; that at said meeting, and in response to said request, the School Board determined to permit said ten teachers to be excused from their teaching duties "without compensation, provided adequate substitutes can be found"; and that the School Board further determined that if said teachers chose to attend the WFT convention, there would be a deduction from their pay based on the days so absented.

7. That on October 6 and 7, 1966, eight teachers in the employ of the School Board attended the WFT convention at Milwaukee, Wisconsin; that those teachers who attended such 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 and that all teachers in the employ of the School Board, regardless of whether they attended the WEA convention were paid by the School Board as if they had taught school on said dates.

8. That the School Board, by determining not to pay teachers who attended the WFT convention on October 6 and/or 7, 1966, did not interfere, restrain or coerce any of the teachers in its employ, with regard to their right to engage in any concerted activity on behalf of the WFT, the FTU, or any other employe organization of their choosing.

Based upon the foregoing Findings of Fact, the Commission makes the following

CONCLUSION OF LAW

1. That the Respondent, Joint School District No. 10 of the City of Appleton, Outagamie and Calumet Counties; Towns of Grand Chute and Buchanan, Outagamie County; and Town of Harrison, Calumet

County, and part of Town of Menasha, Winnebago County, by determining, on September 26, 1966, to deny compensation to teachers who absented themselves to attend the annual convention of the Wisconsin Federation of Teachers on October 6 and 7, 1966, and by refusing to pay teachers for the days on which they attended said convention, 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 in the City of Madison, Wisconsin this 3rd day of August, 1967.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By Morris Slavney /s/
Morris Slavney, Chairman

Arvid Anderson /s/
Arvid Anderson, Commissioner

I concur in the dismissal herein only for the reason that Appleton Teachers Union agreed to the dates established in the calendar for teacher convention dates. Had it not done so I would have dissented for the reasons set forth in City of Kenosha Board of Education.

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

^{1/} The dismissal herein, issued today, is on the basis of the rationale expressed in City of Kenosha Board of Education, Decision No. 8120. Furthermore, in the instant proceeding the Appleton Teachers Union, prior to the change of its historical practice by the Wisconsin Federation of Teachers, acquiesced in approving November 3 and 4, 1966 as dates on which the schools would be closed because of teacher conventions.