

STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

WISCONSIN FEDERATION OF TEACHERS,
AFL-CIO,

Complainant,

vs.

JOINT SCHOOL DISTRICT NO. 8 of the
CITY OF MADISON, et al,

Respondent.

Case IV
No. 11237 MP-37
Decision No. 7910-B

FINDINGS OF FACT, CONCLUSION OF LAW AND ORDER

The above entitled matter having come on for hearing on March 21, 1967, at Madison, Wisconsin, before the Wisconsin Employment Relations Board, now known as the Wisconsin Employment Relations Commission, Chairman Morris Slavney and Commissioners Arvid Anderson and Zel S. Rice II being present, 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.

FINDINGS OF FACT

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 employe organizations consisting of teachers employed in various school districts throughout the State of Wisconsin, including Local 35, Madison Federation of Teachers, hereinafter referred to as the MFT.

2. That the Respondent, Joint School District No. 8 of the City of Madison, et al, hereinafter referred to as the School Board, has its principal office at 545 West Dayton Street, Madison, Wisconsin; that it maintains and operates high, junior high and graded schools in said community.

3. That Madison Teachers, Inc., hereinafter referred to as MTI, 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 Madison, Wisconsin; that the MTI 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 4, 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 MFT, or by the MTI, 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 MTI, and on June 11, 1964, the WERB issued a certification of the results of the election, wherein the MTI was certified as the exclusive bargaining representative for non-supervisory teaching personnel in the employ of the School Board; that in the fall of 1965 representatives of the MTI and the School Board engaged in conferences and negotiations with respect to salaries and other conditions of employment of teachers for the school year 1966-1967; that on August 23, 1965, said representatives agreed on conditions of employment for said school year, some of said conditions being based on the school calendar for the year 1966-1967 as proposed by the Superintendent of Schools as agent for the School Board; that on April 4, 1966, at one of its regular meetings, the School Board formally adopted the 1966-1967 school calendar as recommended by the Superintendent; that said calendar established 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 conventions of the WEA and the WFT; that said dates had been originally so designated by the Superintendent based on the historical practice of the WEA and the WFT to hold their annual teacher conventions on the first Thursday and Friday of November of each year.

5. That on September 21, 1966, the secretary-treasurer of the MFT directed a communication to the Superintendent wherein he advised that the WFT had changed the dates of its convention to October 6 and 7, 1966, which was to be held in Milwaukee; and that further therein, the MFT requested that approximately ten of its thirty-five members would probably request released time to attend such convention; and that further therein the MFT requested the School Board to grant released time to those members who desired to attend the WFT convention.

6. That on September 23, 1966, the Superintendent directed a written reply to the secretary-treasurer of the MFT wherein the Superintendent indicated that he would be pleased to approve a limited

number of members of the MFT to be absent from their teaching duties to attend the convention with loss of pay, and the Superintendent further requested an immediate response to make arrangements for substitute teachers; that on October 3, 1966, the Superintendent received a written reply from the secretary-treasurer of the MFT, wherein the Superintendent was advised that two teachers, Richard Haberman and Thomas Patterson, indicated that they would attend the WFT convention as delegates on Friday, October 7, 1966, and that no other members of the MFT had indicated a desire to attend such convention.

7. That Richard Haberman and Thomas Patterson absented themselves from their teaching duties on October 7, 1966, and did attend the WFT convention on that date; that Haberman and Patterson were not paid for the day 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 those teachers who either attended the WEA convention or chose to remain in school on those days and perform duties related to their teaching duties 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, and by refusing to pay the teachers who had attended such convention on October 7, 1966, did not interfere, restrain or coerce any of the teachers in its employ with respect to their right to engage in any concerted activity on behalf of the WFT, the MFT, or any other employee organization of their choosing.

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

CONCLUSION OF LAW

1. That the Respondent, Joint School District No. 8 of the City of Madison, et al, by determining to deny compensation to teachers who absented themselves to attend the annual convention of the WFT on October 6 and 7, 1966, and by refusing to pay teachers for the day 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.

Based upon 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 Thomas Slavney
Morris Slavney, Chairman

Arvid Anderson
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
Zel S. Rice II, Commissioner

^{1/} The dismissal herein is on the basis of the rationale expressed in City of Kenosha Board of Education, Decision No. 8120, issued today.