

STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

MILWAUKEE TEACHERS UNION, LOCAL 252,

Complainant,

vs.

MILWAUKEE BOARD OF SCHOOL DIRECTORS,

Respondent.

Case XXVIII  
No. 13119 MP-72  
Decision No. 9258

Appearances:

Goldberg, Previant & Uelmen, Attorneys at Law, by Mr. John S. Williamson, Jr., for the Milwaukee Federation of Teachers, Local 252.

Mr. John Kitzke, Chief Negotiator, for the Milwaukee Board of School Directors.

Zubrensky, Padden, Graf & Bratt, Attorneys at Law, by Mr. Richard Perry, for the Milwaukee Teachers Education Association.

INTERLOCUTORY FINDINGS OF FACT, CONCLUSION OF LAW AND ORDER

Complaint of prohibited practices having been filed with the Wisconsin Employment Relations Commission in the above entitled matter, and hearing on such complaint having been held at Milwaukee, Wisconsin, on October 2, 1969, the full Commission being present, and the Commission having considered the evidence and arguments and being fully advised in the premises, makes and files the following Interlocutory Findings of Fact, Conclusion of Law and Order.<sup>1/</sup>

FINDINGS OF FACT

1. That Milwaukee Federation of Teachers, Local 252, affiliated with the American Federation of Teachers, AFL-CIO, hereinafter referred to as the Complainant, is a labor organization having its principal place of business at 7230 West Capitol Drive, Milwaukee, Wisconsin.

2. That the Respondent, Board of School Directors of the City of Milwaukee, hereinafter referred to as the School Board, is a municipal employer having its offices at 5225 West Vliet Street, Milwaukee, Wisconsin.

3. That the Milwaukee Teachers Education Association, hereinafter referred to as the MTEA, affiliated with the Wisconsin Education Association, is a labor organization having its offices at 4011 West Capitol Drive, Milwaukee, Wisconsin.

<sup>1/</sup> Prior to the close of the hearing in the matter, Chairman Morris Slavney, with the full concurrence of Commissioners Rice and Wilberg, on the record, orally announced Interlocutory Findings of Fact, Conclusion of Law and Order. The instant document reflects such Findings of Fact, Conclusion of Law and Order, with certain corrections with respect to form and grammar.

4. That following an election conducted by it, the Wisconsin Employment Relations Commission, then known as the Wisconsin Employment Relations Board, certified the MTEA as the exclusive collective bargaining representative of all regular teaching personnel teaching at least fifty per cent of a full teaching schedule (including Recreation Instructors V and Vice Principals teaching a full schedule) employed by the School Board, excluding substitute per diem teachers, office and clerical employees, and all other employees, supervisors and executives; that in said relationship, the School Board and the MTEA, on November 17, 1968, executed a collective bargaining agreement, covering salaries and conditions of employment of the employees in the aforementioned collective bargaining unit, for a term from January 1, 1969, to at least December 31, 1970, and that said agreement contained among its provisions an article, identified as Paragraph E, Part II, relating to bulletin boards, which provided certain conditions under which the MTEA could use the school mailboxes and bulletin boards.

5. That following the effective date of said collective bargaining agreement, agents of the School Board permitted representatives of the MTEA to post printed matters on bulletin boards located in the various schools operated by the School Board and also permitted the MTEA the use of mailboxes for distribution of printed matters to the teachers employed in the various schools.

6. That included in matters posted on the bulletin boards or distributed through teacher mailboxes, were the following:

- a. An application for membership in the Wisconsin Education Association;
- b. A flier, consisting of one page, printed on both sides, setting forth alleged philosophy, benefits, services, and the like, performed by the MTEA and encouraging membership therein by teachers in the employ of the School Board;
- c. A four-page flier, containing printed material on each page, setting forth alleged benefits from membership in the MTEA and membership in its affiliated state and national organizations; and
- d. A flier promoting participation by teachers in the MTEA's Teachers' Income Protection Plan.

7. That on occasions, and more specifically since September 1969, the commencement of the present school year, a representative of the Complainant in one school distributed materials to teachers in teacher mailboxes, which materials set forth alleged benefits secured through membership in the Complainant, more specifically the following:

- a. A document encouraging membership in the Complainant;
- b. A one-page flier urging membership in the American Federation of Teachers and advertising an insurance plan sponsored by such organization;
- c. An announcement of a school party, sponsored by the Complainant which party was to take place on September 10, 1969; and
- d. Two printed fliers promoting insurance programs sponsored by the Complainant.

8. That following such distributions and posting of such material by the representative of the Complainant, said representative was instructed by the principal of the school involved to remove such items from the bulletin board and further indicated to said representative that the Complainant, as the minority union, did not have mailbox or bulletin board privileges; and that on said occasion the principal also requested said representative not to post such similar items on school bulletin boards.

9. That the materials posted and distributed by the MTEA as set forth in para. 6 hereof did not pertain to its function as the exclusive bargaining representative of the teachers employed in the bargaining unit set forth above but, rather, related to organizational and internal affairs of the MTEA; and that by permitting the MTEA to post said materials on the bulletin boards and to distribute said materials to the teachers through the use of teacher mailboxes, while denying to the Complainant the same opportunity to post and distribute the printed matter set forth in para 7 hereof, the Respondent, by its agents, aided and assisted the MTEA and thus interfered with the rights of its teachers to engage in concerted activity and membership, in and on behalf of the Complainant.

On the basis of the foregoing Findings of Fact, the Commission makes the following

#### CONCLUSION OF LAW

1. That the Respondent, Board of School Directors of the City of Milwaukee, by granting the Milwaukee Teachers Education Association the exclusive use of bulletin boards and teacher mailboxes for the posting and distribution of printed matters relating to the internal and organizational activity of said organization, while at the same time denying such privileges to the Milwaukee Federation of Teachers Local 252, has interfered with, restrained and coerced teachers in its employ in the exercise of their rights guaranteed them in Section 111.70(2); and, therefore, in that regard said Respondent has committed a prohibited practice within the meaning of Section 111.70(3)(a)1 of the Wisconsin Statutes.

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

ORDER

IT IS ORDERED that the Respondent, Board of School Directors of the City of Milwaukee, its officers and agents, shall immediately:

1. Cease and desist from:

- a. Interfering with the rights of teachers in its employ by granting exclusive use of its bulletin boards and teacher mailboxes to the Milwaukee Teachers Education Association for the posting and distribution of printed matter relating to internal and organizational affairs of that organization while at the same time denying such privileges to the Milwaukee Federation of Teachers Local 252.
- b. Giving effect to the provision in its collective bargaining agreement, identified as Paragraph E, Part II, relating to the use of teacher mailboxes and bulletin boards exclusively to the Milwaukee Teachers Education Association where the use of such bulletin boards and mailboxes are for the posting and distribution of printed matter relating to the internal and organizational activity of the Milwaukee Teachers Education Association, when it denies such use to the Milwaukee Federation of Teachers for the distribution and posting of printed matter relating to the latter's internal affairs and organization.

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

- a. Permit Milwaukee Federation of Teachers, Local 252 to post on bulletin boards and to distribute in teacher mailboxes, for a period of one week, within thirty (30) days from the date hereof, printed fliers with respect to its insurance programs, and with respect to benefits secured through its membership, and at least one notice of a meeting of said organization.
- b. Immediately, in writing, notify Milwaukee Federation of Teachers, Local 252, that it will permit said organization to post on bulletin boards and to distribute in teacher mailboxes, for a period of one week, within thirty (30) days from the date hereof, printed fliers with respect to its insurance programs, and with respect to benefits

secured through its membership, and at least one notice of a meeting of said organization.

- c. Notify the Wisconsin Employment Relations Commission, in writing, within ten (10) days of the receipt of a written copy hereof what steps it has taken to comply herewith.

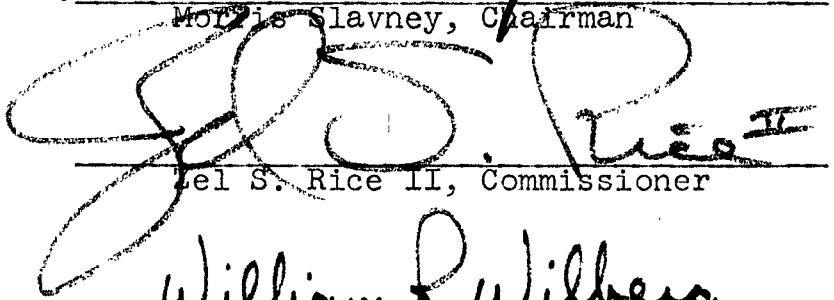
Given under our hands and seal at the City of Madison, Wisconsin, this 8<sup>th</sup> day of October, 1969.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By



Morris Slavney, Chairman



Del S. Rice II, Commissioner



William R. Wilberg, Commissioner