

STATE OF WISCONSIN  
BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

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WISCONSIN FEDERATION OF TEACHERS,  
AFL-CIO,

Complainant,

vs.

MILWAUKEE BOARD OF SCHOOL DIRECTORS,

Respondent.  
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Case XXVII  
No. 13084 MP-67  
Decision No. 10636

Appearances:

Goldberg, Previant & Uelmen, Attorneys at Law, by Mr. John S. Williamson, Jr., appearing on behalf of the Complainant.  
Mr. Carl F. Kinnel, Assistant City Attorney, appearing on behalf of the Respondent.

FINDINGS OF FACT, CONCLUSION OF LAW AND ORDER

The above entitled matter having come on for hearing before the Wisconsin Employment Relations Commission on October 3, 1969, the full Commission being present, and the Commission having considered the evidence, 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 Wisconsin Federation of Teachers, AFL-CIO, hereinafter referred to as the Complainant, is a labor organization and has its offices at 7230 West Capitol Drive, Milwaukee, Wisconsin.
2. That Milwaukee Board of School Directors, hereinafter referred to as the Respondent, is a municipal employer and has its principal offices at 5225 West Vliet Street, Milwaukee, Wisconsin.
3. That Milwaukee Teachers' Union, Local 252, hereinafter referred to as Local 252, is a labor organization and has its offices at Milwaukee, Wisconsin; that at all times material herein Local 252 has been, and is, affiliated with the Complainant; and that various teachers in the employ of the Respondent are members of Local 252 and of the Complainant.
4. That Milwaukee Teachers' Education Association, hereinafter referred to as the MTEA, is a labor organization and has its offices at Milwaukee, Wisconsin; that at all times material herein the MTEA has been, at least since prior to December 14, 1967, and is the exclusive collective bargaining representative of the teachers in the employ of the Respondent; and that the MTEA is affiliated with the Wisconsin Education Association, hereinafter referred to as the WEA, a labor organization, having its offices at Madison, Wisconsin.

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5. That on or about December 14, 1967, the Complainant sent a letter to the Respondent as follows:

"Gentlemen:

Please be advised that the Wisconsin Federation of Teachers is conducting its State Teachers Convention on October 3-4, 1968.

Pursuant to Section 40.45 (1) (b) Wisconsin Statutes, teachers have the right to attend a state teachers convention and obviously any individual teacher contract includes by reference the right to attend a state teachers convention.

Further, if teachers are paid for attending the convention held by the Wisconsin Education Association in 1968 the WFT will expect the same treatment shown to teachers who attend its 1968 convention.

If you have any questions, please feel free to contact the undersigned."

6. That on an undisclosed date in January 1968, the Respondent, in considering the aforementioned request of the Complainant, determined not to grant same.

7. That prior to the commencement of the 1968-1969 school year the school calendar for said school year was adopted after negotiations with respect to wages and working conditions for teachers had been completed between the MTEA and the Respondent; and that said school calendar designated November 7 and 8, 1968, as teacher convention days, and days on which classes would not be held.

8. That on September 19, 1968, the Complainant, in writing, requested that teachers in the employ of the Respondent be excused with pay to attend the convention of the Complainant to be held on October 3 and 4, 1968; and that on September 30, 1968, the Respondent, in writing, by its Superintendent of Schools, responded to such request as follows:

"I am in receipt of your communication of September 19, 1968, wherein you request permission for a group of teachers, estimated at between 19 and 20, to be excused with pay to attend the Wisconsin Federation of Teachers' 36th annual convention on October 3 and 4, 1968.

As you will recall, the same question was posed to the Milwaukee Board of School Directors in January of this year, and the Board adopted the recommendation that the request of the Wisconsin Federation of Teachers that all teachers who so desire be allowed to attend the convention of the W.F.T., to be held on October 3 and 4, 1968, without loss of pay, be not granted.

There has been no change of policy since that time, and accordingly teachers will not be excused to attend such convention. You further are informed that failure to report for assigned duties on such days would constitute an unexcused absence and would subject the teacher or teachers to appropriate disciplinary action."

9. That on October 3 and 4, 1968, certain teachers in the employ of the Respondent, namely, Margaret Schunck, Richard Calender and Marie Christianson, attended the convention of the Complainant, and as a result, absented themselves from their normal teaching duties for two days, one and one-half days, and one day, respectively; and that on November 15, 1968, in a letter from the Respondent, said teachers were advised in material part as follows:

"This is to notify you that your absence on those days will be considered an unexcused absence without pay and that this communication is to be considered a warning that if violations of School Board policy such as this occur again in the future, you may be subject to more severe disciplinary action."

10. That on November 7 and 8, 1968, various teachers in the employ of the Respondent attended the convention of the WEA, which convention was open to WEA members only; that membership in the MTEA does not necessarily entitle a teacher to membership in the WEA; that the teachers who attended the WEA convention did so without loss of pay and without being charged as being absent; and that those teachers who did not attend such convention on said dates, and who reported to their respective schools for duties connected with their teaching assignments, were paid for such days.

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

#### CONCLUSION OF LAW

1. That the Respondent, Milwaukee Board of School Directors, by
  - (a) informing the Complainant, Wisconsin Federation of Teachers, AFL-CIO, that it would not permit its teachers to attend the latter's convention on October 3 and 4, 1968, without loss of pay, and without excused absences, accompanied with the threat that such absences would subject those attending to disciplinary action,
  - (b) denying teachers permission to attend said convention without loss of pay, and informing them that such absences would be considered unexcused and subject those attending to disciplinary action, and
  - (c) charging those teachers who attended said convention with unexcused absences, and denying them pay for such attendance,

while paying teachers who attended the Wisconsin Education Association's convention on November 7 and 8, 1968, or who reported to their respective schools on said dates for duties connected with their teaching assignments, did not commit, and is not committing, any prohibited practices within the meaning of Section 111.70(3)(a) 1 and 2 of the Wisconsin Statutes.

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

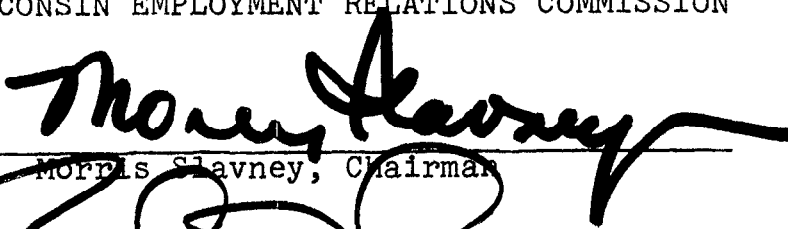
ORDER

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

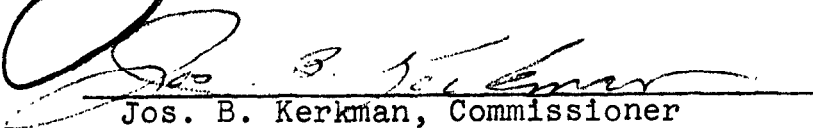
Given under our hands and seal at the  
City of Madison, Wisconsin, this 19<sup>th</sup>  
day of November, 1971.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By

  
Morris Slavney, Chairman

  
Zel S. Rice II, Commissioner

  
Jos. B. Kerkman, Commissioner

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1/ See Memorandum accompanying decision involving Wisconsin Federation of Teachers, AFL-CIO, vs. Joint City School District No. 1, West Allis-West Milwaukee, et al., (10633) issued today.