

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

Respondent.

Case V
No. 13116 MP-71
Decision No. 10637

Goldberg, Previant & Uelmen, Attorneys at Law, by Mr. John S. Williamson, Jr., appearing on behalf of the Complainant.
Mr. Martial H. Ledvina, City Attorney, appearing on behalf of the Respondent.

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.

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 Board of Education, District No. 12, City and Town of Two Rivers, hereinafter referred to as the Respondent, is a municipal employer and has its principal offices at Two Rivers, Wisconsin.

3. That Two Rivers Federation of Teachers, Local 1252, hereinafter referred to as Local 1252, is a labor organization and has its offices at Two Rivers, Wisconsin; that at all times material herein Local 1252 has been, and is, affiliated with the Complainant; and that various teachers in the employ of the Respondent are members of Local 1252, as well as of the Complainant.

4. That Two Rivers Education Association, hereinafter referred to as the Association, is a labor organization and has its offices at Two Rivers, Wisconsin; that the Association is affiliated with the Wisconsin Education Association, hereinafter referred to as the WEA, a labor organization having its offices at Madison, Wisconsin; that, at all times material herein, the Association has been, since June 3, 1964, and is, the exclusive collective bargaining representative of certified teachers in the employ of the Respondent.

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5. That on or about December 14, 1967, the Complainant sent the following letter, over the signature of its Executive Director to the Respondent:

"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, following the receipt of the above letter, the Respondent notified the Complainant that the Respondent would not pay its teachers for attending the Complainant's state teachers convention to be held on October 3 and 4, 1968; and that, however, at the same time Respondent indicated that it intended to pay teachers who attended the 1968 state convention of the WEA.

7. That prior to May 9, 1968, the Association and the Respondent engaged in conferences and negotiations with respect to salaries and working conditions of the teachers in the employ of the Respondent for the 1968-1969 school year, and that in that regard the parties agreed to the "School Calendar" for the year 1968-1969, which set forth, among other things, November 7 and 8, 1968, as "Teacher Convention" dates; and that said calendar was formally adopted by the Respondent on May 9, 1968.

8. That the Respondent has paid teachers for attending teachers educational conventions, other than conventions of the WEA, as well as for attendance at conferences, institutes and meetings of a professional nature.

9. That on or about September 19, 1968, the Complainant, in writing, requested the Respondent to permit two teachers, who were delegates to the Complainant's convention to be held on October 3 and 4, 1968, to attend such convention without loss of pay, and that, however, no such permission was granted by the Respondent.

10. That teachers Charles Spring and Melvin Wunch attended the Complainant's state teachers convention on October 3 or 4, 1968; that said teachers were not paid for their convention attendance.

11. That the WEA held its state teachers convention on November 7 and 8, 1968, which convention was open only to its members; that membership in the Association does not necessarily entitle a teacher to membership in the WEA; that a number of teachers attended said convention and no deductions were made from their salaries on the days of such attendance, provided that such teachers certified their attendance; and that, however, teachers who did not attend such latter convention, but who attended "in-service work" at their various schools on said dates suffered no deductions from their salaries.

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

CONCLUSION OF LAW

1. That the Respondent, Board of Education, District No. 12, City and Town of Two Rivers, by notifying the Complainant, Wisconsin Federation of Teachers, AFL-CIO, that it would not pay its teachers for attending the latter's convention on October 3 and 4, 1968, while at the same time indicating that it intended to pay teachers who would attend the convention of the Wisconsin Education Association on November 7 and 8, 1968, and by denying pay to teachers Charles Spring and Melvin Wunch for their attendance at the convention of the Complainant, Wisconsin Federation of Teachers, AFL-CIO, held on October 3 and 4, 1968, while paying teachers who attended the convention of the Wisconsin Education Association held on November 7 and 8, 1968, and while paying teachers who performed "in-service work" at the various schools on said latter dates, 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

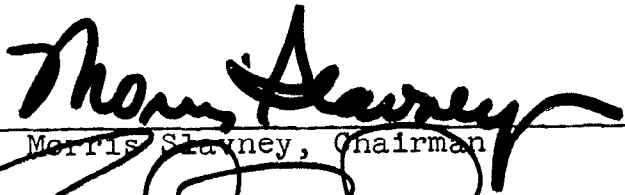
ORDER

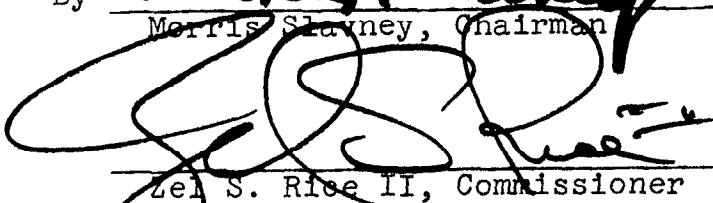
IT IS ORDERED that the complaint filed in the instant matter be, and the same hereby is, dismissed. 1/

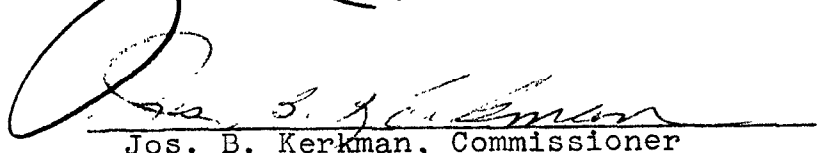
Given under our hands and seal at the
City of Madison, Wisconsin, this 19th
day of November, 1971.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By


Morris Slavney, Chairman


Zel S. Rice II, Commissioner


Jos. B. Kerkman, Commissioner

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.