

STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

MENOMONIE FEDERATION OF TEACHERS	:	
LOCAL 2138,	:	
	:	
Complainant,	:	
	:	
vs.	:	Case I
	:	No. 14747 MP-96
	:	Decision No. 10792
MENOMONIE BOARD OF EDUCATION,	:	
	:	
Respondent.	:	
	:	

Appearances:

Mr. William Kalin, Director of Organization, Wisconsin Federation of Teachers, appearing on behalf of the Complainant.
Solberg & Steans, Attorneys at Law, by Mr. James G. Solberg, appearing on behalf of the Respondent.

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

Complaint of unfair labor practices having been filed with the Wisconsin Employment Relations Commission and hearing on said complaint having been held at Menomonie, Wisconsin, on July 20, 1971, before Commissioner Zel S. Rice II; and the Commission having considered the evidence and arguments of the parties, 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 Menomonie Federation of Teachers Local 2138, hereinafter referred to as the Complainant, is a labor organization having its offices at Menomonie, Wisconsin, and is a local affiliate of the Wisconsin Federation of Teachers which is a labor organization consisting of various local teacher affiliations throughout the state of Wisconsin.
2. That Menomonie Board of Education, hereinafter referred to as the Respondent, operates and manages Joint School District No. 1, City of Menomonie, Towns of Menomonie, Red Cedar, Elk Mound, Spring Brook, Stanton, Dunn, Tainter, Sherman, Eau Galle, Weston, Lucas, and Village of Knapp, Dunn County; and the Towns of Cady and Springfield, St. Croix County; and in that function employs, among others, certificated teachers.
3. That the Menomonie Education Association, hereinafter referred to as the MEA, and is an affiliate of the Wisconsin Education Association which consists of various local affiliations situated in the state of Wisconsin, is a labor organization having its offices

salaries, hours and working conditions of said teachers; that part of the agreement consisted of a school calendar which set forth, among other things, that October 8-9, 1970 were designated as Northwestern Wisconsin Education Association teachers convention; that said calendar did not set forth any other teacher convention dates; and that the aforementioned collective bargaining agreement contained among its provisions the following:

"D. ABSENCE FROM WORK

Teachers will be entitled to ten sick leave days each school year. Sick leave days will be accumulated from year to year up to a maximum of 100 days. The total number of accumulated sick leave days may be utilized in any one school year.

Teachers will be entitled to the following temporary leaves of absence with full pay each school year:

. . .

- (2) One or more days leave of absence may be granted by the superintendent for the purpose of visiting other schools or attending meetings or conferences of an educational nature.

. . ."

4. That on October 8-9, 1970, the Respondent permitted all teachers in its employ an opportunity to attend the Northwestern Wisconsin Education Association convention held at Eau Claire, Wisconsin, on such dates without loss of pay, and as to those teachers who did not wish to attend such convention the Respondent required them to work in their respective schools or lose their pay for such days not in school.

5. That in the fall of 1970, teachers Neil Fellrath, who was also the president of the MEA, and teachers David Schultz and Richard Blank were selected by members of the MEA as delegates to the state convention of the Wisconsin Education Association, which was to be held at Milwaukee, Wisconsin on November 5 and 6, 1970; that prior to November 5, 1970, Fellrath requested permission on behalf of himself and MEA members David Schultz and Richard Blank from Respondent's Superintendent of Schools to attend said state convention of the Wisconsin Education Association without loss of pay; and that said Superintendent of Schools granted such request and Fellrath, Schultz and Blank were permitted to be absent from their duties without loss of pay on the afternoon of November 4 and for the full days of November 5 and 6, 1970, on which dates they traveled to Milwaukee and attended said state convention of the Wisconsin Education Association.

6. That in the spring of 1970 a representative of the Complainant requested of Respondent's Superintendent of Schools that permission be granted to teacher Vern Parsons and two additional teachers, who were members of the Complainant, to attend without loss of pay the state convention of the Wisconsin Federation of Teachers to be held at Eau Claire, Wisconsin, on April 22 and 23, 1971; that such request was denied and said representative of Complainant was advised by the Superintendent of Schools that if any of the teachers attended said state convention of the Wisconsin Federation of Teachers they would do so with loss of pay.

7. That Vern Parsons as a delegate of the Complainant, did attend the state convention of the Wisconsin Federation of Teachers at Eau Claire, Wisconsin, on April 22 and 23, 1971, and did not receive any pay from the Respondent for those dates.

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

CONCLUSIONS OF LAW

1. That the Respondent, Menomonie Board of Education, by refusing to grant teachers who are members of the Complainant Menomonie Teachers Association time off with pay to attend the state convention of the Wisconsin Federation of Teachers on April 22 and 23, 1971, while having previously granted permission to teachers who are members of the Menomonie Education Association to attend, without loss of pay, the state convention of the Wisconsin Education Association on November 5 and 6, 1970, unlawfully discriminated, and is discriminating against teachers in its employ and also unlawfully interfered with, restrained and coerced teachers in its employ in the exercise of their right to engage in concerted activity on behalf of a labor organization of their own choosing, and thereby the Respondent, Menomonie Board of Education has committed, and is committing, prohibited practices within the meaning of Section 111.70(3)(a)3 and 1 of the Municipal Employment Relations Act.

2. That the Respondent, Menomonie Board of Education, by failing to pay teacher Vern Parsons two days' pay for April 22 and 23, 1971, the dates on which Parsons attended the state convention of the Wisconsin Federation of Teachers, after it had paid teachers Neil Fellrath, David Schultz and Richard Blank for a half a day's pay on November 4, and full day's pay for November 5 and 6, 1970 as a result of their attendance at the state convention of the Wisconsin Education Association, unlawfully discriminated, and is discriminating against teacher Vern Parsons, and also unlawfully interfered with, restrained and coerced teacher Vern Parsons in the exercise of his right to engage in concerted activity on behalf of the Menomonie Federation of Teachers, Local 2138, and thereby the Respondent, Menomonie Board of Education has committed, and is committing, prohibited practices within the meaning of Section 111.70(3)(a)3 and 1 of the Municipal Employment Relations Act.

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

ORDER

IT IS ORDERED that the Respondent, Menomonie Board of Education, its officers and agents, shall immediately:

1. Cease and desist from refusing to grant teachers in its employ time off without loss of pay to attend the state convention of the Wisconsin Federation of Teachers and refusing to pay teachers for the time off to attend such convention if it permits teachers in its employ to attend the state convention of the Wisconsin Education Association without loss of pay, unless days off without loss of pay are permitted in the calendar to attend the state convention of the Wisconsin Education Association, or in any manner discriminating against, interfering with, restraining or coercing any of the teachers in its employ in the exercise of their rights of self-

organization or to affiliate with the Menomonee Federation of Teachers or any other organization of their choosing or to refrain from such activity.

2. Take the following affirmative action designed to affect the policies of Section 111.70 of the Wisconsin Statutes.

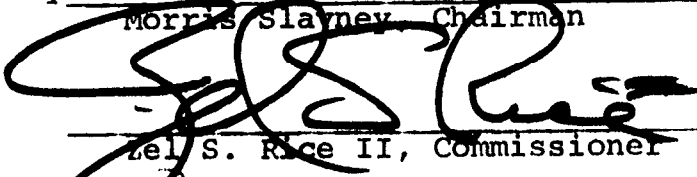
- (a) Immediately pay Vern Parsons the amount deducted from his salary due to his absence on April 22 and 23, 1971, in attending the state convention of the Wisconsin Federation of Teachers.
- (b) Notify the Wisconsin Employment Relations Commission within ten (10) days from the receipt of a copy hereof what steps it has taken to comply herewith.

Given under our hands and seal at the City of Madison, Wisconsin, this 15th day of February, 1972.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By


Morris Slayney, Chairman


Zel S. Rice II, Commissioner


Jos. B. Kerkman, Commissioner

STATE OF WISCONSIN

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MEMORANDUM ACCOMPANYING
FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

The Respondent and the Menomonie Education Association entered into a labor agreement covering the academic year 1970-71. The agreement incorporated, by reference, a school calendar that provided October 8th and 9th, 1970, as convention days. Said dates were the dates on which the Northwestern Wisconsin Education Association convention would be held at Eau Claire. The teachers in the Menomonie school system were permitted to attend this regional convention on the convention days without loss of pay, although those who did not attend were required to report to school for duties. The Menomonie Education Association selected Neil Fellrath, David Schultz and Richard Blank as their delegates to the 1970 state convention of the Wisconsin Education Association at Milwaukee, Wisconsin. They requested permission of the Respondent to be excused from their teaching duties to attend this convention on November 5 and 6, 1970. Permission was granted and said teachers were excused from the school early in the afternoon of the day preceding the convention and they did not lose any pay for the afternoon of November 4, or the full days of November 5 and 6. In the spring of 1971 a request was made of the Respondent to excuse from their duties without loss of pay, three members of the Complainant who were delegates to the state convention of the Wisconsin Federation of Teachers. The Respondent denied such request. Subsequently Vern Parsons, one of the Complainant's members for whom permission was requested, attended the state convention of Wisconsin Federation of Teachers and he did not receive any pay for the two days of such attendance.

The Respondent argues that it did not allow delegates from the Menomonie Education Association to attend the Wisconsin Education Association state convention with no loss of pay but did in fact excuse three teachers from their teaching duties to attend an in-service training program which was held in Milwaukee on November 5 and 6. It further contends that the labor agreement for the year 1970-71, covering absence, from work provides release from teaching

Federation of Teachers. There were also in-service features involved in the convention of the Wisconsin Federation of Teachers, and there were business meetings involved in both conventions. The Respondent knew that the three teachers for whom permission was requested to attend the Wisconsin Education Association state convention were selected by the Menomonie Education Association and it determined to let them attend without loss of pay. When the Complainant requested permission for three teachers selected by it to attend the state convention of the Wisconsin Federation of Teachers without loss of pay, it elected not to do so. The state teachers convention of the Wisconsin Federation of Teachers as well as the state teachers convention of the Wisconsin Education Association are concerned "with the education process and program as a whole". 1/ If the delegates of the Wisconsin Education Association were excused without loss of pay to attend their state convention on dates other than set forth in the calendar as convention days, in order to avoid an act of prohibited favoritism to the Menomonie Education Association delegates of the Complainant should have been permitted to attend their state convention without loss of pay. Having failed to do so, the Respondent has committed prohibited practices within the meaning of Section 111.70, Wisconsin Statutes.

Dated at Madison, Wisconsin, this 15th day of February, 1972.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By *Morris Flavney*
Morris Flavney, Chairman
Zel S. Rice II
Zel S. Rice II, Commissioner
Jos. B. Kirkman
Jos. B. Kirkman, Commissioner

1/ West Milwaukee-West Allis Joint School District #1 (7664) 7/66