STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

In the Matter of the Joint Petition of

JOINT SCHOOL DISTRICT NO. 1 OF THE CITY OF BLOOMER, ET AL

Case I No. 15366 ME-761 Decision No. 10820

and

BLOOMER TEACHERS ASSOCIATION

ORDER CLARIFYING BARGAINING UNIT

Joint School District No. 1 of the City of Bloomer, et al, and Bloomer Teachers Association having, on February 24, 1972, in writing, jointly requested the Wisconsin Employment Relations Commission for clarification of an existing bargaining unit, and wherein in said request the parties stipulated as to the facts involved; and the Commission, having considered such request and being fully advised in the premises, makes and issues the following

ORDER CLARIFYING BARGAINING UNIT

That substitute teachers in the employ of Joint School District No. 1 of the City of Bloomer, et al, are not included in the bargaining unit consisting of all certified teaching personnel employed by Joint School District No. 1 of the City of Bloomer, et al, which unit is represented by the Bloomer Teachers Association, and therefore, the Bloomer Teachers Association has no authority to bargain for the wages, hours and working conditions of said substitute teachers.

Given under our hands and seal at the City of Madison, Wisconsin, this 22nd day of March, 1972.

WISCONSIN EMPLOYMENT RELATIONS COMMIS

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I S. Rice II, Co

Commissioner

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MEMORANDUM ACCOMPANYING ORDER CLARIFYING BARGAINING UNIT

In their request for the clarification of the existing bargaining unit the parties stipulated to the following facts:

- 1. That the Municipal Employer is Joint School District No. 1 of the City of Bloomer, et al.
- 2. That the Bloomer Teachers Association, hereinafter referred to as BTA, is the collective bargaining representaitve for all certified teaching personnel employed by said Municipal Employer.
- 3. That the Municipal Employer and the BTA are parties to a collective bargaining agreement covering the salaries, hours and working conditions of "all certified teaching personnel" employed by the Municipal Employer, excluding administrators and coordinators, principals and supervisors.
- 4. That an issue has arisen as to whether substitute teachers "can be part of the bargaining unit" and whether "if they are not in the group, is the daily rate of pay for teachers a negotiable item?".

The Municipal Employer contends that individuals employed on a per diem basis are substitute teachers and are not included in the unit represented by the BTA. The BTA contends "that substitute teachers have a direct bearing on their conditions of employment and therefore should be allowed to be part of the bargaining unit."

As part of the stipulation, the parties submitted a list of the substitute teachers employed since the commencement of the school year in the fall of 1971 through February 15, 1972. Fourteen individuals were so employed. The number of substitutes and the days worked by them during this period are as follows:

Number	of Days	Number	of	Substitutes
25				•
25				1
18	1/2			1
10	1/2			1
9	1/2			2
9				1
5	1/2			1
5	·			2



Number of Days	Number of Substitutes
4 1/2	1
3	_ 3
1	1

The Commission assumes that the substitutes are certified teachers since it is quite clear that if the teachers are not certified in no event could they fall within the description of the collective bargaining unit which specifically refers to "all certified teaching personnel." However, it appears to the Commission that the substitute teachers are casually employed since there is no evidence that they are regularly scheduled and the number of days taught by the individual teachers during more than a semester of the school year indicates that all of the teachers have taught much less than 50 per cent of a normal teaching load.

We, therefore, conclude that the substitute teachers in the employ of the Municipal Employer are not included in the voluntarily recognized bargaining unit, and, therefore, are not covered by the collective bargaining agreement, and, further, that the BTA has no authority to bargain over the wages, hours or conditions of employment of said substitute teachers. Our decision in this matter in no way is intended to limit an attempt by the BTA to bargain with the Municipal Employer as to the utilization of substitute teachers. However, while the BTA may bargain on the limitation of substitute teachers, it has no right to bargain on their wages, hours and conditions of employment.

Dated at Madison, Wisconsin, this 22nd day of March, 1972.

By Morris Glavney, Chairman

Zel S. Rice II, Commissioner

Jos. B. Kerkman, Commissioner