

STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

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| SLINGER COMMUNITY SCHOOL DISTRICT | : |                      |
| and BOARD OF EDUCATION OF SLINGER | : |                      |
| COMMUNITY SCHOOL DISTRICT,        | : |                      |
|                                   | : |                      |
| Complainant,                      | : | Case IV              |
|                                   | : | No. 15969 MP-161     |
| vs.                               | : | Decision No. 11270-A |
|                                   | : |                      |
| SLINGER EDUCATION ASSOCIATION,    | : |                      |
|                                   | : |                      |
| Respondent.                       | : |                      |

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Appearances:

Nehmer, Hathaway and Zauner, Attorneys at Law, by Mr. Charles H. Hathaway, appearing for the Complainant.  
Lawton & Cates, Attorneys at Law, by Mr. Bruce F. Ehlke, appearing for the Respondent.

FINDINGS OF FACT, CONCLUSION OF LAW AND ORDER

Slinger Education Association and Jean Krausman having, on July 19, 1972, filed a complaint with the Wisconsin Employment Relations Commission wherein they alleged that Slinger Community School District and Board of Education of Slinger Community School District had committed prohibited practices within the meaning of the Wisconsin Municipal Employment Relations Act; 1/ and the Commission having appointed Marvin L. Schurke, a member of its staff, to act as Examiner and to issue Findings of Fact, Conclusions of Law and Order in the matter, pursuant to Section 111.07(5), Wisconsin Statutes; and Slinger Community School District and Board of Education of Slinger Community School District having, on August 16, 1972, filed a Counterclaim to said complaint; and the Commission having docketed said Counterclaim as the above entitled matter and having consolidated the matters for the purposes of hearing before the same Examiner; 2/and hearing having been held in the consolidated matters at West Bend, Wisconsin, on August 29, 1972, September 13, 1972, September 20, 1972 and September 21, 1972, before the Examiner; and the Examiner having considered the evidence and arguments, and being satisfied that the matters are unrelated and properly the subjects for separate decisions, 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 Slinger Community School District and Board of Education of Slinger Community School District, hereinafter referred to as the Complainant, is a municipal employer with offices at Slinger, Wisconsin, and that the Complainant maintains and operates a public school system.

1/ Docketed as Case II, No. 15873, MP-151

2/ Decision No. 11270, September 6, 1972.

2. That Slinger Education Association, hereinafter referred to as the Respondent, is a labor organization; and that Richard Jansen was, at all times material hereto, the chairman of the negotiating committee of the Respondent.

3. That the Complainant has recognized the Respondent as the exclusive collective bargaining representative of all teachers except specialists (those from whom a special license is required) employed by the Complainant; and that the parties hereto were parties to a collective bargaining agreement for the period July 1, 1971 through June 30, 1972 which contained the following provisions pertinent hereto:

"ARTICLE I - Negotiation Procedure

. . .

"E. Negotiating sessions between the Board and Association shall be closed to the press and public unless by prior mutual agreement.

"F. Press releases concerning negotiations shall not be given out without notifying the other party. The parties instigating the press release shall present the release to the other party seven days prior to its release. This is not to preclude keeping the Association membership and Board membership informed as to the progress of negotiations.

. . .

"H. If, after the expiration date of this contract, a new master contract has not been agreed upon, the provisions of this contract shall remain in force until a new master contract is signed."

4. That the parties opened negotiations for a collective bargaining agreement to succeed the aforesaid 1971-72 collective bargaining agreement; that no successor agreement was reached prior to the stated expiration date of the 1971-72 collective bargaining agreement; and that no successor agreement was reached prior to July 24, 1972.

5. That on July 24, 1972 the Board of Education conducted a public meeting; that during the course of said meeting Richard Jansen made a statement to the effect that "We are educating your children for less than 40¢ an hour. This is less than I pay my babysitter."; and that said statement was based on an attempted computation of the total cost of education per student capita in the Slinger Community School District and was not made in reference to the hourly wage rate of teachers employed in the collective bargaining unit.

On the basis of the above and foregoing Findings of Fact, the Examiner makes the following

CONCLUSION OF LAW

That Slinger Education Association has not violated the collective bargaining agreement existing between it and Slinger Community School District and has not committed prohibited practices in violation of Section 111.70(3)(b)4 of the Municipal Employment Relations Act.

On the basis of the above and foregoing Findings of Fact and Conclusion of Law, the Examiner makes the following

ORDER

IT IS ORDERED that the complaint filed in the above entitled matter be, and the same hereby is, dismissed.

Dated at Madison, Wisconsin, this 9<sup>th</sup> day of August, 1973.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By Marvin L. Schurke  
Marvin L. Schurke, Examiner

SLINGER COMMUNITY SCHOOL DISTRICT, IV, Decision No. 11270-A

MEMORANDUM ACCOMPANYING  
FINDINGS OF FACT, CONCLUSION OF LAW AND ORDER

Pleadings and Procedure

The Slinger Education Association and Jean Krausman filed a complaint with the Commission on July 19, 1972. The allegations of that complaint referred to the termination of the employment of Jean Krausman. In its Answer and Affirmative Defense to the complaint filed by the Association, the Municipal Employer alleged inter alia:

"COUNTERCLAIM

"And as for a counterclaim, Respondents allege an unfair labor (sic) practice on the part of the complainant association by and through its representative Richard Jansen in his making public salary negotiations between the Association and the Board at the annual public school board meeting in 1972, in violation of the terms of the Master Contract."

The Commission docketed the counterclaim as a separate prohibited practice proceeding, but consolidated the matters for hearing. A separate decision is issued today on the complaint filed by the Slinger Education Association and Jean Krausman against the Slinger Community School District and Board of Education of Slinger Community School District.

DISCUSSION:

The evidence indicates that the parties to this proceeding were engaged in collective bargaining for the 1972-73 school year at the time the Board of Education held its statutorily required annual meeting on July 24, 1972. The chairman of the Association negotiating committee made the remark quoted in the Findings of Fact in answer to a statement made by the president of the Board of Education. The Employer contends that the statement, made at a time when members of the press and public were present violated the "closed negotiations" and "press release" provisions of the collective bargaining agreement for 1971-72, which was extended according to its terms pending the completion of negotiations on a new contract. The Association defends on two bases: the first being that the statements were not related to negotiations for the wages, hours and conditions of employment of teachers, but were rather a statement concerning the overall cost of education in the school district including supplies and salary costs for persons outside of the teacher bargaining unit. The second basis for the Association's defense is that Jansen's remarks were provoked by statements made by the president of the Board and the Superintendent of Schools which themselves violate the "closed meeting" and "press release" provisions of the contract. The latter argument asserts the proposition that two wrongs make a right, and is not persuasive.

The applicable collective bargaining agreement set a minimum salary for degreed teachers at \$7,450. Using the average industrial year of 2,080 years, this annual earning rate would indicate an hourly rate somewhat in excess of \$3.00 per hour. To reach the same annual salary figure at an hourly rate of 40¢ per hour would require far more

hours than are available in an entire year. The Examiner therefore interprets the remark made by Jansen as a comment on the total cost of the education process rather than a comment on the wages, hours or conditions of employment of teachers within the bargaining unit. It follows that neither a public negotiating session has been held nor has a press release been made concerning negotiations, and no violation of the collective bargaining agreement is found.

Dated at Madison, Wisconsin, this 9<sup>th</sup> day of August, 1973.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By Marvin L. Schurke  
Marvin L. Schurke, Examiner