

STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

LAKE HOLCOMBE EDUCATION ASSOCIATION,
NORTHWEST UNITED EDUCATORS, WISCONSIN
EDUCATION ASSOCIATION, INC.,

Complainants,

vs.

LAKE HOLCOMBE JOINT DISTRICT NO. 11,
THE BOARD OF EDUCATION OF LAKE HOLCOMBE
JOINT DISTRICT NO. 11, JOSEPH CIGAN,
ALFRED DICKSON, RAYMOND GYGI, DAVID
JUSTICE, and RAYMOND GUTHMAN, as Members:
of the Board of Education, and NORBERT
F. KRAUS, Superintendent of Schools,

Respondents.

Case IV
No. 16435 MP-210
Decision No. 11696-A

Appearances:

Lawton & Cates, Attorneys at Law, by Mr. John C. Carlson and
Mr. Bruce F. Ehlke, for the Complainant.

Gay, Nafzger & Zeman, Attorneys at Law, by Mr. Ernest C. Gay,
for the Respondent.

FINDINGS OF FACT, CONCLUSION OF LAW AND ORDER

Complaint of prohibited practices having been filed with the Wisconsin Employment Relations Commission in the above entitled matter on January 16, 1973, and the Commission having appointed Howard S. Bellman, a member of the Commission's staff, to make and issue Findings of Fact, Conclusions of Law and Orders, as provided in Section 111.07(5), Wisconsin Statutes; and a notice of hearing having been issued by the Examiner on January 19, 1973 setting forth a date for hearing and a period for filing an answer in the matter, and said hearing having been postponed in order to afford the parties an opportunity to enter certain stipulations; and the parties having on March 16, 1973 filed with the Examiner, in lieu of an answer and hearing, a "Stipulation for Amendment of Complaint and Entry of Order"; and the Examiner having considered the aforementioned Complaint and Stipulation, and being fully advised in the premises, makes and files the following Findings of Fact, Conclusion of Law and Order. 1/

FINDINGS OF FACT

1. That Lake Holcombe Education Association, referred to herein as the Complainant, is a labor organization having offices at Holcombe, Wisconsin, and has been, at all times material herein, the recognized

1/ The Findings, Conclusion and Order herein are, in substantial part, either a paraphrasing of the parties' stipulation, or in accordance with the stipulation's proposal regarding remedy.

bargaining representative of certain employees of the Respondent Board of Education in a collective bargaining unit consisting of teaching personnel employed by the said Respondent; that Complainant, at all times material herein, has been affiliated with the Northwest United Educators and the Wisconsin Education Association, Inc., both of which are also labor organizations; and that, at all times material herein, the President of the Complainant was Minnie Seeley and the Executive Director of Northwest United Educators was James Guckenberg, both of whom were agents of their respective organizations.

2. That Lake Holcombe Joint District No. 11, The Board of Education of Lake Holcombe Joint District No. 11 and Joseph Cigan, Alfred Dickson, Raymond Gygi, David Justice, Raymond Guthman and Superintendent Norbert F. Kraus, referred to herein as Respondents, are a duly chartered school district, a municipal employer operating said school district, with offices at Holcombe, Wisconsin, the members and agents of said Board of Education and the Superintendent and agent of said school district, respectively.

3. That on September 12, 1972 the Complainant resolved to affiliate with Northwest United Educators; that on December 12, 1972 Philip Bertrand, President of Northwest United Educators sent a letter to the President of Respondent Board of Education stating as follows:

"Dear Sir,

On December 11, 1972, the Representative Assembly of Northwest United Educators took action to establish one bargaining team for all locals having membership in Northwest United Educators.

The local association representing teachers in your district has approved this resolution by a vote of the membership.

The Board of Directors of Northwest United Educators would like to meet you or your designated representative on Thursday, December 21, 1972 at Lehman's Supper Club. The meeting, which will include a representative from all boards of education of participating locals will begin with a 5:30 dinner provided by Northwest United Educators. The purpose of the meeting is to discuss multi-unit bargaining. Mr. John Lawton, of Lawton and Cates will be present to answer questions of a legalistic nature. The Wisconsin Association of School Boards has been notified of the meeting and invited to have a representative present.

Please contact Mr. James T. Guckenberg, Executive Director, Northwest United Educators, 234-7049, if you or a representative are able to attend this meeting."

and that the December 21, 1972 meeting referred to in said letter was conducted as scheduled, however no representative of Respondent Municipal Employer attended said meeting.

4. That on approximately December 22, 1972 the President of Complainant sent a letter to the Respondent Municipal Employer stating as follows:

"Dear Sir,

The Lake Holcombe Education Association requests a meeting with bargaining representatives of the Lake Holcombe Board of Education on Wednesday, January 10, 1973, 7:30 p.m. to begin negotiations for the 1973-74 contract year. We propose that the meeting be held at the University of Wisconsin Center, Barron County Campus, Rice Lake, Wisconsin. The Charger Room of the Student Center has been reserved for that evening.

Enclosed is information pertaining to the recent action of our members on multi-unit bargaining and affiliation with the Wisconsin Education Association Council and the National Education Association. This information was presented to the board of education representatives attending the meeting with our Board of Directors on Thursday, December 21, 1972.

It is hoped that we can proceed in a professional business-like manner during the forthcoming negotiations sessions. Our bargaining representatives look forward to meeting with your representatives on January 10, 1973 at 7:30 p.m.

Communications with our association regarding negotiations should be addressed to James T. Guckenberg, Executive Director, Northwest United Educators, 515 North Main Street, Rice Lake, Wisconsin, telephone 234-7049.

I am anxiously awaiting your reply."

5. That on approximately January 3, 1973 the members of the bargaining unit represented by Complainant were reminded by Respondent Municipal Employer's distribution of the "Daily Absentee List and Announcement Sheet" that "There will be a meeting with Mr. Kraus at 3:45 in the cafeteria today."; that said meeting was cancelled because of inclement weather; and that on approximately January 5, 1973 said bargaining unit members were notified by Respondent Municipal Employer's distribution of the "Daily Absentee List and Announcement Sheet" that there would be a "K-12 faculty meeting -- cafeteria -- 2:45 p.m. -- students will be released at 2:30 p.m."

6. That on approximately January 5, 1973 the regular release time for students was 3:30 p.m., and for faculty was 3:45 p.m.; that on said date a meeting of faculty members commenced at approximately 2:55 p.m. and was also attended by the aforesaid Respondent Board members Cigan, Justice and Guthman and Respondent Superintendent Kraus; that during the course of said meeting said Respondent Board members directed the discussion to the subject of the proposed multi-unit bargaining asserting that they wanted to hear the views of the individual teachers on the subject of multi-unit negotiations, that multi-unit bargaining was against the interests of the Respondent Municipal Employer and its employees because it increased the possibilities of suit against them by individual employees, and that the Respondent Board would be neglecting its responsibilities as "Big

Daddy" to the students and the public; that said Respondent Board members threatened that if the Complainant continued on the course toward multi-unit bargaining the collective bargaining agreement between the Respondent Municipal Employer and the Complainant would be null and void and the benefits that are now enjoyed by the members of the bargaining unit would also be null and void; that the aforesaid Respondent Board members made erroneous representations about the negotiations advice and assistance received by boards of education from the Wisconsin Association of School Boards; that the aforesaid Respondent Board members called to question the legality of the Complainant's internal voting procedures regarding its affiliation with Northwest United Educators; that the aforesaid Respondent Board members threatened that if the Association continued on the course toward multi-unit bargaining it will lose rights in that it would be "controlled in Madison" and the faculty would be in a situation similar to "civil service", and that collective bargaining would be controlled by outsiders who were subject to bribery; and that the aforesaid Respondent Board members indicated that they had worked against school district consolidation and threatened that their efforts would not be in vain because of participation by Complainant in Northwest United Educator activities.

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

CONCLUSION OF LAW

1. That the Respondents by conducting the aforesaid meeting of January 5, 1973, and by their statements at said meeting interfered with, restrained and coerced members of the aforesaid collective bargaining unit in the exercise of their rights set forth in Section 111.70(2), of the Municipal Employment Relations Act, and thereby did engage in, and are engaging in, prohibited practices within the meaning of Section 111.70(3)(a)1 of the Municipal Employment Relations Act.

Upon 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 Respondents:

1. Cease and desist from:

- (a) In any manner interfering with, restraining or coercing their employees in the exercise of their rights to self-organization, to form, join or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in lawful, concerted activities for the purpose of collective bargaining or other mutual aid or protection.

2. Take the following affirmative action which the Examiner finds will effectuate the policies of the Municipal Employment Relations Act.

- (a) Notify all of its employees by posting in conspicuous places on its premises, where

notice to all its employees are usually posted, a copy of the notice attached hereto and marked Appendix "A". Such copy shall be signed by Norbert F. Kraus and shall be posted immediately upon receipt of this Order and shall remain posted for thirty (30) days thereafter. Reasonable steps shall be taken by the Respondents to insure that said notice is not altered, defaced or covered by other material.

- (b) Notify the Wisconsin Employment Relations Commission, in writing, within twenty (20) days of the receipt of a copy of this Order of what steps it has taken to comply therewith.

Dated at Madison, Wisconsin, this 22nd day of March, 1973.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By Howard S. Bellman
Howard S. Bellman, Examiner

APPENDIX "A"

NOTICE TO ALL EMPLOYEES

Pursuant to an Order by an Examiner of the Wisconsin Employment Relations Commission, and in order to effectuate the policies of the Municipal Employment Relations Act, we hereby notify our employees that:

1. WE WILL NOT in any manner interfere with, restrain or coerce our employees in the exercise of their rights of self-organization, to form, join or assist labor organizations, including the Lake Holcombe Education Association, the Northwest United Educators, or the Wisconsin Education Association, Inc., or any other labor organization, to bargain collectively through representatives of their own choosing, or to engage in any lawful, concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any or all such activities, except to the extent that such rights may be affected by a fair-share agreement as authorized by the Municipal Employment Relations Act.

The Board of Education of Lake Holcombe
Joint District No. 11

By _____
Norbert F. Kraus, Superintendent

Dated this _____ day of _____, 1973.

THIS NOTICE MUST REMAIN POSTED FOR THIRTY (30) DAYS FROM THE DATE HEREOF AND MUST NOT BE ALTERED, DEFACED OR COVERED BY ANY OTHER MATERIAL.