

UNIFIED SCHOOL DISTRICT NO. 1  
OF RACINE COUNTY,

Petitioner,

v.

WISCONSIN EMPLOYMENT RELATIONS  
COMMISSION,

Respondent.

NOTICE OF ENTRY  
OF JUDGMENT

Circuit Court  
Case No. 144-464

Decision No. 12055-B

TO: Mr. W. Thatcher Peterson  
Attorney at Law  
2230 Northwestern Avenue  
Racine, WI 53404  
Attorney for Petitioner.

PLEASE TAKE NOTICE that a judgment, of which a true and correct copy is hereto attached, was duly entered in the above action in the Circuit Court for Dane County, Wisconsin, on the 5th day of November, 1975.

Dated at Madison, Wisconsin, this 10th day of November, 1975.

BRONSON C. LA FOLLETTE  
Attorney General

CHARLES D. HOORNSTRA  
Assistant Attorney General

Attorneys for Respondent,  
Wisconsin Employment  
Relations Commission.

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J U D G M E N T

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The above entitled matter having come before the court without a jury, and a hearing having been held on the 20th day of June, 1975, on the petition for review of Unified School District No. 1 of Racine County and the counter petition for enforcement of the Wisconsin Employment Relations Commission of a certain order pursuant to sec. 111.07 (7), Stats.,

And the petitioner having appeared by W. Thatcher Peterson, Attorney, and the respondent having appeared by Charles D. Hoornstra, Assistant Attorney General,

And the court having considered the matter upon the record and oral and written arguments of counsel, and having, on the 21st day of October, 1975, filed its memorandum decision, now on motion,

IT IS ORDERED ADJUDGED AND DECREED that the order of the Wisconsin Employment Relations Commission entered on the 17th day of October, 1974, in the proceedings before it identified there as Decision No. 12055-B, be, and the same hereby is, affirmed and enforced, the court reserving jurisdiction to make such further order or judgment in the premises as may be necessary to give full force and effect to the order of the commission and the enforcement thereof on the evidence in the record or on the taking of such further evidence as appears to the court to be necessary, the present judgment and decree of the court to be deemed interlocutory as to those matters that may call for or require further action on the part of the court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that petitioner Unified School District No. 1 of Racine County, its officers and agents, shall immediately:

1. Cease and desist from:

(a) Refusing to bargain collectively with complainant, Local 152, Service Employees, regarding its decision to contract with ARA, or any other enterprise, for the provision of such food service programs as have been operated by the petitioner, or regarding the effects upon the wages, hours and conditions of employment of the employes represented by complainant of any such decision; or making any unilateral change of conditions of employment without first bargaining collectively.

(b) Maintaining its food service program, which was formerly staffed by the employes represented by the complainant, pursuant to any arrangement or contract entered with ARA, or any other enterprise.

2. Take the following affirmative action designed to effectuate the policies of the Municipal Employment Relations Act:

(a) Institute a food service program, to be operated by the petitioner, in which the employes employed by petitioner in its food service program prior to the aforesaid contract with ARA may be reemployed in identical or substantially identical positions to those in which they were employed previous to such contract with ARA.

(b) Offer to all employes formerly employed by petitioner in its food service program, but terminated from such employment on the basis of the aforesaid arrangement with ARA, immediate and full reinstatement to their former or substantially equivalent positions, without prejudice to their seniority or other rights or privileges, and make them whole for any loss of pay they may have suffered by reason of petitioner's violations of the MERA cited herein, by payment to each of them of the respective sum of money equivalent to that which each would have normally earned as an employe, from the date of his termination to the date of the unconditional offer of reinstatement, less any earnings from employment or self-employment each may have received (which he would not otherwise have received) during said period, and in the event that each or any received Unemployment Compensation benefits, reimburse the Unemployment Compensation Division of the Wisconsin Department of Industry, Labor and Human Relations in such amount.

(c) Upon request, bargain collectively with complainant with respect to the contracting out of its food service program.

(d) Notify all food service employes including those of ARA, by posting, in conspicuous places on its premises, where notices to all such employes are usually posted, copies of the notice attached hereto and marked "Appendix A". Appendix A shall be signed by the President of the Board of School Directors.

(e) Notify the Wisconsin Employment Relations Commission, in writing, within 35 days following Notice of Entry of Judgment as to what steps have been taken to comply herewith.

Dated at Madison, Wisconsin, this 5 day of Nov., 1975.

BY THE COURT:

s/ William C. Sachtjen  
William C. Sachtjen  
Circuit Judge

Approved as to form:

/s/  
Jay Schwartz, Attorney for Local 152

/s/  
W. Thatcher Peterson, Attorney for  
Unified School District No. 1

APPENDIX "A"

NOTICE TO ALL FOOD SERVICE EMPLOYES

Pursuant to an order of the Wisconsin Employment Relations Commission, affirmed and enforced by the Dane County Circuit Court, and in order to effectuate the policies of the Municipal Employment Relations Act, we hereby notify our employes that:

1. WE WILL institute a food service operation to be operated by Unified School District No. 1 of Racine County and offer to all employes employed by said School District prior to the contract for such operation with ARA immediate and full reinstatement to their former, or substantially equivalent positions, without prejudice to their seniority or other rights or privileges, and make said employes whole by payment to each of them of the respective sum of money equivalent to that which each would have normally earned as an employe, from the date of his termination to the date of the unconditional offer of reinstatement, less any earnings from employment or self-employment each may have received (which he would not otherwise have received) during said period, and in the event that each or any received Unemployment Compensation benefits, reimburse the Unemployment Compensation Division of the Wisconsin Department of Industry, Labor and Human Relations in such amount.

2. WE WILL NOT refuse to bargain collectively with Local 152, Service Employees, regarding the decision to contract for the provision of the food service operation, or regarding the effects upon the wages, hours and conditions of employment of the employes represented by Local 152, Service Employees, of any such decision.

3. WE WILL NOT, in any other manner, interfere with, restrain or coerce our employes in the exercise of the rights guaranteed by the Municipal Employment Relations Act.

Dated this \_\_\_\_ day of \_\_\_\_\_, 1975.

UNIFIED SCHOOL DISTRICT NO. 1  
OF RACINE COUNTY

BY: \_\_\_\_\_  
President

THIS NOTICE MUST REMAIN POSTED FOR SIXTY (60) DAYS FROM THE DATE HEREOF AND MUST NOT BE ALTERED, DEFACED OR COVERED BY ANY MATERIAL.