

STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

In the Matter of the Petition of

MUKWONAGO JOINT SCHOOL DISTRICT NO. 10

To Initiate Fact Finding Between  
Said Petitioner and

MUKWONAGO EDUCATION ASSOCIATION  
AFFILIATED WITH LAKEWOOD UNISERV  
COUNCIL - WEST, WEA, NEA

Case VI  
No. 17824 FF-581  
Decision No. 12665

FINDINGS OF FACT, CONCLUSIONS OF LAW,  
CERTIFICATION OF RESULTS OF INVESTIGATION AND  
ORDER DISMISSING PETITION

Mukwonago Joint School District No. 10 having petitioned the Wisconsin Employment Relations Commission to initiate fact finding pursuant to Section 111.70(4)(c)3 of the Wisconsin Statutes, alleging that after a reasonable period of negotiations a deadlock exists between said Petitioner and Mukwonago Education Association affiliated with Lakewood Uniserv Council - West, WEA, NEA, with respect to collective bargaining covering the wages and other conditions of employment of certain employees of said Municipal Employer; and the Commission, by Marshall L. Gratz, a member of its staff, having conducted an informal investigation on such petition at Mukwonago, Wisconsin, on April 24, 1974, and during the course of such informal investigation, the parties having made known the facts material thereto; and the Commission being fully advised in the premises, makes and files the following Findings of Fact, Conclusions of Law, Certification of Results of Investigation and Order Dismissing Petition.

FINDINGS OF FACT

1. That Mukwonago Education Association affiliated with Lakewood Uniserv Council - West, WEA, NEA, hereinafter referred to as the Association, is a labor organization with offices c/o Mr. Theodore Mainella, President, 5501 Alba Court, Greendale, Wisconsin 53129.

2. That Mukwonago Joint School District No. 10, hereinafter referred to as the Petitioner, has its offices at 423 Division Street, Mukwonago, Wisconsin 53149; and that the Petitioner maintains and operates the Mukwonago public school system.

3. That, at all times material herein, the Association has been the voluntarily recognized representative of all regular full-time and regular part-time certified employees of the Board engaged in teaching, including classroom teachers, guidance counselors, reading teachers, librarians and special teachers, but excluding substitute teachers, supervisors, managerial and confidential employees, non-instructional personnel, interns, practice teachers, teacher aides, office, clerical, maintenance, operating employees and all other employees and administrators.

4. That, prior to the April 8, 1974, filing of the instant petition, representatives of the Petitioner and of the Association met without mediation on seven dates during the period February 20 through April 3, 1974, for the purpose of bargaining collectively with respect to proposed modifications in the wages and other conditions of employment affecting said employees in an effort to reach an accord on a new collective bargaining agreement; that during the course of said negotiations, and on March 6, 1974, the parties agreed upon and executed a set of negotiation procedures calling for, inter alia, issue-by-issue negotiation alternating from an Association proposal to a Petitioner proposal, etc., and providing, in part, that "[w]hen all issues have been [either] resolved or identified as impasse items and no other issues are left for discussion, the parties will jointly request the WERC to provide a mediator and he will assist the parties in resolving those issues designated as impasse items"; and that although each of the 30 contract modifications initially proposed by Petitioner and the 45 initially proposed by the Association has been cursorily discussed for the purpose of clarification of the proposal language, only two items have been negotiated in detail, and there remain a large number of items on which the parties have not discussed underlying rationale and about which the parties have not to date bargained in detail; and that, although the parties have not, to date, reached full accord in their collective bargaining, it cannot be said that there exists "a deadlock after a reasonable period of negotiations."

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

#### CONCLUSIONS OF LAW

That, with respect to the collective bargaining between Mukwonago Education Association affiliated with Lakewood Uniserv Council - West, WEA, NEA, and Mukwonago Joint School District No. 10, as to wages and other conditions of employment affecting all regular full-time and regular part-time certified employees of the Board engaged in teaching, including classroom teachers, guidance counselors, reading teachers, librarians and special teachers, but excluding substitute teachers, supervisors, managerial and confidential employees, non-instructional personnel, interns, practice teachers, teacher aides, office, clerical, maintenance, operating employees and all other employees and administrators:

1. A deadlock within the meaning of Section 111.70(4)(c)3 of the Municipal Employment Relations Act does not presently exist; and

2. Settlement procedures established by the parties have not, to date, been exhausted within the meaning of Section 111.70(4)(c)3.

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

#### CERTIFICATION AND ORDER

IT IS HEREBY CERTIFIED that the conditions precedent to the initiation of fact finding, as required in Section 111.70(4)(c)3 of the Municipal Employment Relations Act, with respect to negotiations between Mukwonago Joint School District No. 10 and Mukwonago Education Association affiliated with Lakewood Uniserv Council - West, WEA, NEA, on issues of wages and other conditions of employment of all regular full-time and regular part-time certified employees of the Board engaged in teaching, including classroom teachers, guidance counselors, reading teachers, librarians and special teachers, but excluding substitute teachers, supervisors, managerial and confidential employees, non-instructional personnel, interns, practice teachers, teacher aides, office, clerical, maintenance, operating employees and all other employees and administrators have not, to date, been met.

NOW, THEREFORE, it is

ORDERED

That the fact finding petition filed in the above matter be,  
and the same hereby is, dismissed.

Given under our hands and seal at the  
City of Madison, Wisconsin, this 30th  
day of April, 1974.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By Morris Slavney  
Morris Slavney, Chairman

Zel S. Rice II  
Zel S. Rice II, Commissioner

MEMORANDUM ACCOMPANYING  
FINDINGS OF FACT, CONCLUSIONS OF LAW,  
CERTIFICATION OF RESULTS OF INVESTIGATION AND  
ORDER DISMISSING PETITION

In its petition, and during the course of the informal investigation conducted in this matter on April 24, 1974, the Petitioner took the position that "[l]ittle or no progress has been made in negotiations. A substantial number of economic and language items remain unresolved."

The Association argues that the parties' seven-meeting negotiation history does not constitute a "reasonable period of negotiations" within the meaning of Section 111.70(4)(c)3; that only one of a large number of issues had been settled between the parties; that the vast majority of issues had not been discussed in detail, nor had "hard bargaining" taken place with respect thereto, but that the parties, instead, had only answered questions by way of clarification or information concerning the nature of their proposals with respect to such items; and that, therefore, a "deadlock" within the meaning of Section 111.70(4)(c)3 of the Municipal Employment Relations Act does not presently exist. The Association further noted that the parties agreed-upon negotiating procedure calls for mediation after all issues have either been resolved or designated as impasse items, and that the vast majority of the large number of unresolved items had not been sufficiently negotiated so as to be either resolved or designated impasse items to date; and that, therefore, the Commission ought not order fact finding at this time.

The Petitioner responded by noting that the parties' agreed-upon negotiating procedure does not expressly preclude fact finding at any point in the negotiation process.

During the course of the informal investigation, attempts were made to achieve wholesale reductions in the number of proposals initiated by each side; such efforts were unsuccessful, however. Thereafter, the Association indicated an unwillingness to engage in mediation at that point in the negotiations for the reason that it considered mediation at such time to be premature. The Association urged that the Commission make an expeditious determination on the question of whether the conditions precedent to fact finding were met in the instant matter.

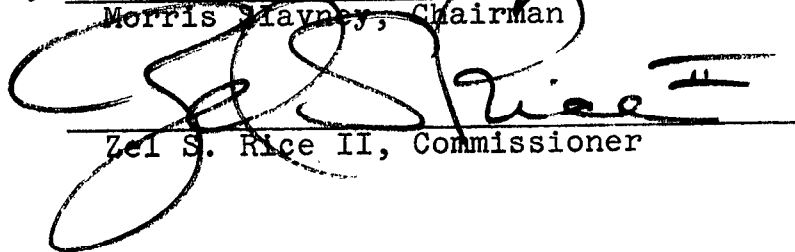
It is the Commission's conclusion, as stated in the attached document, that such conditions have not, to date, been met. Therefore, the instant petition for fact finding has been dismissed.

Dated at Madison, Wisconsin, this 30th day of April, 1974.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By

  
Morris Mayney, Chairman

  
Zel S. Rice II, Commissioner