

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

NORTH LAKE JOINT SCHOOL DISTRICT NO. 7

ORDER OF DISMISSAL

The Wisconsin Education Association, Arrowhead District Council, having petitioned the Wisconsin Employment Relations Commission to conduct an election among all regular full-time and all regular part-time certificated teaching personnel, under contract, and employed by North Lake Joint School District No. 7, excluding all other employees, supervisors and administrators; and hearing on such petition having been held at Milwaukee, Wisconsin, on January 14, 1974, Stanley H. Michelstetter II, a member of the Commission's staff being present; and the Commission having considered the evidence and arguments of Counsel, and being satisfied that the petition filed herein has not been timely filed and that, therefore, the petition should be dismissed;

NOW, THEREFORE, it is

ORDERED

That the petition filed in the instant matter be, and the same hereby is, dismissed.

Given under our hands and seal at the
City of Madison, Wisconsin this 26th
day of June, 1974.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By

Morris Slavney, Chairman

~~Zel S. Rice II, Commissioner~~

Howard S. Bellman, Commissioner

MEMORANDUM ACCOMPANYING ORDER OF DISMISSAL

BACKGROUND:

On December 4, 1972, the membership of the North Lake Education Association, hereinafter referred to as NLEA, a voluntarily recognized collective bargaining representative of all regular full-time and all regular part-time teaching personnel in the employ of North Lake Joint School District No. 7, hereinafter referred to as the District, held a meeting wherein eight of the ten bargaining unit employees executed resolutions authorizing the Petitioner, Wisconsin Education Association, Arrowhead District Council, to become their bargaining representative, and further said members adopted a resolution agreeing to abide with the Petitioner's constitution and by-laws as well as a third resolution dissolving the NLEA. On or about December 19, 1972, the Petitioner submitted a recognition request to the District, and by letter dated January 16, 1973 to the District, affirmed such request. On February 2, 1973, the Petitioner voted to permit its members in the employ of the District to recreate the NLEA as an affiliate of the Petitioner and to bargain a successor agreement with the District. The District was informed of such action by a letter dated February 13, 1973.

On September 12, 1973, the NLEA and the District entered into a collective bargaining agreement for the period July, 1973 to June 30, 1975, which provides in relevant part as follows:

"I GENERAL PROVISION

A. Recognition

The Board of Education recognizes the NLEA as the exclusive representative for all full time and part time certified teaching personnel under contract with the board, but excluding all other employees, supervisors and administrators, for the purpose of negotiations with the Board of Education with respect to salaries, hours, and conditions of work. 'Under contract' is understood to include those persons on leave.

. . .

III ASSOCIATION SECURITY AND DUTIES

A. The Board undertakes and agrees that it will follow Chapter 111.70 of the Wisconsin Statutes, in regard to the rights of Municipal Employees."

Thereafter on November 1, 1973, by a vote of nine of ten bargaining unit members, the members of the NLEA adopted a resolution wherein it appointed the Petitioner as their bargaining representative. The instant petition was filed December 6, 1973.

DISCUSSION:

The District contends that the petition should not be processed since the Petitioner seeks certification as a first step toward "coordinated bargaining" and because the existing collective bargaining agreement constitutes an agreement between the parties preventing reorganization of the local organization. We hold that nothing in the Municipal Employment Relations Act prevents the Petitioner from

seeking to represent more than one unit of employees, nor shall we, on such basis, deny the Petitioner any election to which it is otherwise entitled. Nor does there exist any agreement between the parties that neither can file a petition for an election. The agreement contains the usual recognition clause and detailed negotiation procedures. It further contains language stating that "the Board agrees not to negotiate with any . . . other organization" However, there exists no specific agreement by NLEA, or the Wisconsin Education Association, Arrowhead District Council, not to reorganize or file a representation petition.

A municipal employer has the duty to recognize the representative selected by its employees and certified by the Commission, and we find no agreement, implied or otherwise, restricting Petitioner's right to represent employees involved herein.

The District further contends that the existing collective bargaining agreement is a bar to a present election. The evidence establishes that the NLEA presently exists, and it and the District are currently administering said existing collective bargaining agreement. Said agreement, with respect to reopening same for negotiations on salaries and calendar only provides that proposals relating thereto "shall be submitted . . . by the second Tuesday in January 1974. The first meeting shall be held on the third Wednesday in January 1974." Provisions for general contract negotiations for a successor agreement follow the same schedule in January, 1975. Contrary to the Petitioner's assertion, we hold that the provision for negotiations in 1974, or salaries and calendar only, with no expressed right to terminate the agreement prior to its 1975 termination date, does not constitute such a reopener as would permit a present election, which, if conducted, would destroy the stability of the collective bargaining relationship between the NLEA and the District as reflected in their two-year collective bargaining agreement. Accordingly, we have dismissed the petition as being untimely filed.

The Petitioner urges the Commission to make an exception to its contract bar rule on the basis that the Petitioner, as alter ego and/or successor to NLEA, is merely seeking the benefits of certification or merely attempting to clear up any misunderstanding as to the identity of the bargaining representative. However, we find no basis herein for such an exception. Successorship may be determined by proceedings which do not require an election among the employees involved.

Dated at Madison, Wisconsin, this 26th day of June, 1974.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By

Morris Slavney
Morris Slavney, Chairman

Zel S. Rice II
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