STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

MADISON TEACHERS, INC., Complainant, vs. JOINT SCHOOL DISTRICT NO. 8, CITY OF MADISON, VILLAGES OF MAPLE BLUFF AND SHOREWOOD HILLS, TOWNS OF MADISON, BLOOMING GROVE, FITCHBURG, BURKE AND WESTPORT; THE BOARD OF EDUCATION OF JOINT SCHOOL DISTRICT NO. 8, CITY OF MADISON, ET. AL., 1/ Respondents.	Case XXII No. 18210 MP-387 Decision No. 12927-A

Appearances:
Kelly and Haus, Attorneys at Law, by Mr. Robert C. Kelly, on behalf of the Complainant.
Mr. Gerald C. Kops, Deputy City Attorney, on behalf of the Respondents.

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

Madison Teachers, Inc., having filed a prohibited practices complaint with the Wisconsin Employment Relations Commission, herein Commission, alleging that Joint School District No. 8, City of Madison, Villages of Maple Bluff and Shorewood Hills, Towns of Madison, Blooming Grove, Fitchburg, Burke and Westport; the Board of Education of Joint School District No. 8, City of Madison, et. al., have committed a prohibited practice within the meaning of Section 111.70(3)(a)1 and 4 of the Wisconsin Statutes; and the Commission having appointed Amedeo Greco, a member of the Commission's staff, to act as Examiner and to make and issue Findings of Fact, Conclusions of Law and Order as provided in Section 111.07(5) of the Wisconsin Statutes; and hearing on said complaint having been held at Madison, Wisconsin, on November 1, 1974, before the Examiner; and the parties having thereafter filed briefs which were received by March 11, 1975; and the Examiner having considered the evidence and arguments of counsel, makes and files the following Findings of Fact, Conclusions of Law and Order.

FINDINGS OF FACT

1. That Madison Teachers, Inc., herein Complainant, is a labor organization and at all times material herein was the exclusive bargaining representative of certain teachers, including teachers of sign language to the hearing impaired, employed by Joint School District No. 8, City of Madison, Villages of Maple Bluff and Shorewood Hills, Towns of Madison, Blooming Grove, Fitchburg, Burke and Westport; the Board of Education of Joint School District No. 8, City of Madison, et. al.

1/ Respondents' name was amended at the hearing.

2. That Joint School District No. 8, City of Madison, Villages of Maple Bluff and Shorewood Hills, Towns of Madison, Blooming Grove, Fitchburg, Burke and Westport; the Board of Education of Joint School District No. 8, City of Madison, et. al., herein Respondents, constitute a municipal employer within the meaning of Section 111.70(1)(2) of the Wisconsin Statutes; and that Respondents are engaged in the provision of public education in their district, with their principal office at Madison, Wisconsin.

3. That at all times material herein, Respondents have recognized Complainant as the exclusive collective bargaining spokesman for certain of their employes, including teachers of sign language to the hearing impaired; that Respondents and Complainant have entered into a series of collective bargaining agreements involving the wages, hours and conditions of employment for bargaining unit personnel represented by Complainant; and that the last such agreement was in effect from January 1, 1973 to December 31, 1974.

4. That for some time prior to the commencement of the 1972-1973 school year, certain teachers who taught sign language to hearing impaired students also voluntarily taught sign language to the parents of said children so that the parents could better communicate with their children at home; and that these teachers taught at night, after the school day had been completed, and that they did so voluntaril without receiving any pay.

5. That at the beginning of the 1972-1973 school year, three teachers of the hearing impaired, Rochelle Schwarz, Mary Nellis and Elynne Myrold, continued teaching sign language to the parents of said children, on a voluntary basis and without pay.

6. That Dr. Donald Clopper was then employed by Respondents as the Coordinator for Deaf Education; that Clopper was the immediate supervisor for the aforementioned teachers; that in the fall of 1972 Clopper initiated several discussions with Schwarz, Nellis and Myrold, regarding their teaching of the parents of the hearing impaired for the second semester of the 1972-1973 school year; that Building Superintendent Jerrald Johnson attended some of these meetings; that Clopper there said that the teachers should be paid $15 an hour for teaching the parents; that Clopper later said that he could only pay the teachers $10 an hour for the second semester; that the teachers agreed to the $10 an hour rate; and that Clopper established this rate without first discussing this subject with Complainant.

7. That pursuant to these discussions, Schwarz, Nellis and Myrold taught parents in the second semester of the 1972-1973 school year; that the teachers then recorded their teaching time; and that by letter dated May 31, 1973, the teachers advised Clopper of their teaching time and requested payment.

8. That by letter dated June 12, 1973, Clopper refused to pay them and stated, inter alia, that:

> "In response to your letter of May 31, please be advised that under current contract agreements with the Madison Teachers, Inc., it is impossible for us to reimburse teachers for activities beyond their teaching duties unless the payment for such services

I very much regret that we are not able to pay you for the activities that you have done in this past semester; however, please rest assured that I have included in the budget for our Title VI project sufficient funds to pay you for both semesters of the coming school year to handle the same activities. As soon as school begins in September I would like to negotiate a written agreement with those involved for the rendering of these services. Then I will process that written agreement through the Personnel channels and we will be in compliance with the MTI contract.

. . ."

9. That Respondents thereafter refused to pay the aforementioned teachers for teaching parents in the second semester of the 1972-1973 school year and have failed to make such payment as of the time of the instant hearing.

10. That during the first week of the 1973-1974 school year, Clopper spoke to hearing teachers Mary Nellis and Diane MacAskill regarding their continued teaching of sign language to parents; that Nellis there stated that she would teach only if she were going to be paid and if the wages were set out in writing, that as a result of these discussions, Clopper agreed to pay these teachers $8 an hour for such teaching during the first semester of the 1973-1974 school year, and that the teachers would be paid on a monthly basis; and that Clopper unilaterally established this $8 an hour rate without first consulting Complainant.

11. That in establishing this rate, Clopper informed the teachers that the collective bargaining agreement with Complainant established a rate of $5.57 per hour; that Clopper said that he, in effect, would pay the teachers $8 an hour, notwithstanding the contractually established rate; that the teachers knew that Clopper did not have the authority to pay more than that rate; that Clopper told the teachers that they were to be paid under a budget established for consultants and that he did not want anyone to know that he was using that budget to pay two teachers; and that Clopper therefore asked Nellis to submit MacAskill's hours and her hours together so that he could pay Nellis with one check, who in turn would then pay MacAskill her pro-rated portion of the check.

12. That following this discussion, Clopper informed Maurice E. Sullivan, Respondents' Director of Employee Services, of the foregoing $8 an hour rate he had unilaterally established; that Sullivan replied that the contract rate for such teaching was $5.39 per hour; that Sullivan initially refused to approve the higher $8 rate; that Sullivan subsequently discussed the matter with Clopper's supervisor, Dr. Tilley, who asked Sullivan to reconsider his prior refusal to approve the $8 rate; that Sullivan did so; and that, finally, Sullivan approved the higher rate.

13. That Nellis and MacAskill taught sign language to parents for the first semester of the 1973-1974 school year; that Clopper thereafter informed Nellis and MacAskill that they would not be paid on a monthly basis as originally agreed to, but rather, that they could not be paid until after January 1, 1974; that pursuant to Clopper's earlier request, Nellis combined her hours with those of MacAskill and submitted them to Clopper for payment; that Respondents then issued Nellis a check for approximately $400, said sum representing the total earnings of Nellis and MacAskill for their part-time teaching of sign language to parents, based upon an $8 an hour rate; and that Nellis then cashed said check and in turn gave MacAskill her proportionate share.

14. That effective on or about January 21, 1974, Respondents revised the payment schedule for teachers who taught sign language to

parents; that said rate for the second semester of the 1973-1974 school year was approximately $5.53 per hour; that Clopper informed the teachers that they would thereafter receive an additional hour and one-half preparation time for each class so that they could receive an effective rate of more than $5.53 per hour; and that the teachers were, in fact, so paid.

15. That earlier, by letter dated November 8, 1973, John A. Matthews, Complainant's Executive Director, wrote to Respondents' labor negotiator, Neil Gundermann, regarding Clopper's June 12, 1973 letter, supra, and Matthews there stated:

> "Enclosed herein please find a copy of Dr. Clopper's letter to Ms. Schwarz wherein he sets forth data relative to the payment of the above mentioned for their services which are at issue. Hopefully, this will assist you in responding to us in this matter.
>
> Will you please also advise me on what basis these individuals are now being compensated for their evening services in working with parents of student [sic] in their classes."

and that Gundermann never responded to said letter.

16. That by letter dated April 8, 1974, Sullivan advised Timothy Hundley, Complainant's Assistant Executive Director, that:

> "This is to confirm our discussion that Mary Nellis, Rochelle Schwarz, and Elynne Myrold were not employed or paid for activities in which they unilaterally engaged in during the 1972-73 school year. Furthermore, we do not intend to now pay for those activities.
>
> Mary Nellis and Diane MacAskill were employed during the fall of 1973 at $8.00 per hour.
>
> Diane MacAskill and Patti Barkin were employed during the spring of 1974 at $5.53 per hour."

17. That the collective bargaining agreement between the parties then contained a grievance-arbitration procedure which culminated in final and binding arbitration; and that said provision defined a grievance as:

> " . . . a dispute concerning the interpretation or application of any of the terms of any 'written' agreement establishing salaries, hours, or other conditions of employment for the employees of the Board of Education . . ."

18. That on June 12, 1974, Complainant filed a formal written grievance with Respondents, which stated:

> "FORMAL STATEMENT OF GRIEVANCE
>
> Madison Teachers Incorporated, as petitioners and aggrieved party, hereby submits a written grievance alleging breach of Contract by the Board of Education, Joint School District #8, City of Madison, et. al. and/or its agents.
>
> Madison Teachers claims breach of Section I-B, II-A, et. al., of the Collective Bargaining Agreement inasmuch as the Board of Education and/or its agents bypassed Madison Teachers as the exclusive collective bargaining representative and entered into a verbal agreement with three teachers of the deaf in the spring of 1973 (see Attachment #1).

Resolution Sought

Madison Teachers demands immediate compliance with the terms and conditions of the Collective Bargaining Agreement and demands that the Board and/or its agents negotiate immediately with Madison Teachers concerning the wages, hours and working conditions of these bargaining unit personnel.

In addition the settlement reached between Madison Teachers and the Board of Education and/or its agents shall be paid retroactively to January 22 (the beginning of the second semester of the 1972-73 academic year)."

19. That Section I-B of the contract noted in the grievance, entitled "Recognition - B, Collective Bargaining Representative" provided:

"1. The Board of Education pursuant to a Certification of Representatives for Joint School District No. 8, City of Madison, et al, (Case I No. 9691) ME-150 Decision No. 6746) made by the Wisconsin Employment Relations Board on June 11, 1964 and revised on June 7, 1966, recognizes Madison Teachers as the exclusive collective bargaining representative [footnote citation omitted] for the purposes of conferences and negotiations with the Board of Education on questions of wages, hours and conditions of employment in a mutually genuine effort to reach agreement with reference to the subjects under negotiation."

20. That Section II-A of the contract, entitled "Conference and Negotiation", provides for the mechanism under which the parties are to engage in collective bargaining negotiations for a new contract.

21. That in response to the filing of said grievance, Labor Negotiator Gundermann advised Matthews by letter dated June 26, 1974 that:

"I have again reviewed the above entitled matter and it is the Board's position that these teachers initiated the program for which they are now seeking compensation without proper authorization. Therefore, we can not [sic] compensate those teachers for the program they are involved with.

Additionally it would appear under the terms of the collective bargaining agreement that the grievance has not been filed in a timely manner. If you wish to discuss this matter any further, I would be happy to meet with you."

22. That by letter dated August 5, 1974, Hundley informed Gundermann that:

"So there is no misunderstanding, does the Board still refuse to negotiate as concerns the wages, hours and conditions of employment of Nellis, Schwarz and Myrold as teachers of parents of the deaf? Unless we hear from you to the contrary in the immediate future, we will have no alternative but to assume that the Board of Education remains adament in its position of refusing to negotiate with MTI as concerns this matter, and we will act accordingly."

23. That Gundermann replied to Hundley by letter dated August 14, 1974, that:

> "There apparently is a misunderstanding regarding Nellis, Schwarz and Myrold. In your letter of August 5 you referred to the Board's refusal to negotiate the wages, hours and conditions of employment of these teachers. The Board has consistently taken the position that the additional work performed by these teachers in working with parents was not assigned work nor were the teachers advised that they would be paid for such work, and on this basis the Board cannot now contemplate compensating teachers who perform work beyond their normal duties and responsibilities, unless previously authorized.
>
> The efforts of these teachers are commendable, but nonetheless the Board cannot permit individual teachers to determine what additional duties they will perform, and then after the performance of those duties demand compensation. It is the Board's position that those teachers were not guaranteed compensation for their additional duties and no such funds were budgeted, consequently the Board has denied the grievance submitted on their behalf."

24. That the parties were unable to resolve the grievance at the initial steps of the grievance procedure; that Complainant thereafter demanded arbitration of the matter; and that the parties ultimately selected John L. Waddleton to be the arbitrator of said dispute.

25. That by letter dated August 8, 1974, Waddleton informed Matthews that:

> "This will confirm my unanswered July 31 phone call to your office in response to your July 23 letter which arrived during my absence from the city.
>
> In the phone call I stated that all days of August were available for your selection. More importantly, I raised the question of whether the arbitration forum was the proper one because of a possible question of contract coverage of the grievance, which might more properly be a WERC matter.
>
> I, of course, realize that the Board of Education joined in my selection but I should like assurance that any scope of unit question that may arise in a hearing will be subject to my decision rather than exclusively within the purview of WERC.
>
> I await your reply."

26. That Complainant thereafter withdrew its request for arbitration before any hearing was held in the matter.

27. That during the first semester of the 1974-1975 school year, certain teachers continued to teach sign language to parents; that [illegible] been agreed to for such teaching; and that said teachers have been

CONCLUSIONS OF LAW

1. That Respondents have unilaterally established wage rates for unit employes without prior consultation with Complainant, and that such action constitutes a prohibited practice within Section 111.70(3)(a)1 and 4 of the Municipal Employment Relations Act, herein MERA.

2. That Respondents have engaged in individual bargaining with unit employes, thereby bypassing Complainant as the exclusive statutory representative for such employes, in violation of Section 111.70(3)(a)1 and 4 of MERA.

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

ORDER

IT IS ORDERED that Respondents, Joint School District No. 8, City of Madison, Villages of Maple Bluff and Shorewood Hills, Towns of Madison, Blooming Grove, Fitchburg, Burke and Westport; the Board of Education of Joint School District No. 8, City of Madison, et. al., their officers and agents shall immediately:

1. Cease and desist from unilaterally establishing wage rates for unit employes.

2. Cease and desist from engaging in individual collective bargaining with unit employes.

3. Take the following affirmative action which the undersigned finds will effectuate the purposes of the MERA.

(a) Upon request, bargain with Complainant prior to the implementation of any wage rate paid to teachers who teach sign language to parents of the hearing impaired.

(b) Notify all employes, by posting in conspicuous places in its offices where employes are employed, copies of the notice attached hereto and marked "Appendix A". That notice shall be signed by Respondents, and shall be posted immediately upon receipt of a copy of this Order and shall remain posted for thirty (30) days thereafter. Reasonable steps shall be taken by Respondents to insure that said notices are not altered, defaced or covered by other material.

(c) Notify the Wisconsin Employment Relations Commission, in writing within twenty (20) days following the date of this Order, as to what steps have been taken to comply herewith.

Dated at Madison, Wisconsin this 5th day of May, 1975.

WISCONSIN EMPLOYMENT REALTIONS COMMISSION

By Amedeo Greco
Amedeo Greco, Examiner

APPENDIX "A"

NOTICE TO ALL EMPLOYES

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

1. WE WILL, upon request, bargain with the Madison Teachers, Inc., prior to the implementation of any wage rate paid to teachers who teach sign language to parents of the hearing impaired.

2. WE WILL NOT engage in any individual collective bargaining with unit employes who are represented by Madison Teachers, Inc.

3. WE WILL NOT in any other or related matter interfere with the rights of our employes, pursuant to the provisions of the Municipal Employment Relations Act.

By_____
JOINT SCHOOL DISTRICT NO. 8, CITY OF MADISON, VILLAGES OF MAPLE BLUFF AND SHOREWOOD HILLS, TOWNS OF MADISON, BLOOMING GROVE, FITCHBURG, BURKE AND WESTPORT; THE BOARD OF EDUCATION OF JOINT SCHOOL DISTRICT NO. 8, CITY OF MADISON, ET. AL.

Dated this_____ day of_____, 1975.

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

MEMORANDUM ACCOMPANYING FINDINGS OF FACT,
CONCLUSIONS OF LAW AND ORDER

Complainant primarily maintains that Respondents have engaged in individual collective bargaining with unit employes and that Respondents have unilaterally established wage rates for said employes, without any prior consultation or negotiations with Complainant. In making this allegation, Complainant does not allege that any provision of the contract has been violated and it does not refer to any contractual provision in support of its case. Further, Complainant does not request that any particular rate be paid to these employes and it does not seek any back pay for them. Rather, Complainant contends only that Respondents have breached their statutory duty to bargain embodied in Section 111.70(3)(a)1 and 4 of MERA and, as a remedy, request that Respondents be ordered to bargain with Complainant over this issue and that Respondents be ordered to cease and desist from engaging in their past alleged unlawful conduct.

Respondents, on the other hand, deny these allegations and basically assert that the issues herein should be deferred to the contractually established grievance-arbitration procedure. 2/ Additionally, Respondents claim that Clopper acted ultra vires in his dealings with the teachers, that the teachers knew this at the time, and that, therefore, Respondents cannot be held responsible for Clopper's activities.

As to deferral, Respondents correctly note that Complainant at one time filed a grievance and requested arbitration over some of the matters herein. However, that grievance and the request for arbitration centered on events which occurred during the 1972-1973 school year. As such, that grievance did not involve matters which subsequently arose during the 1973-1974 school year, and which form the gravamen of the instant complaint. Accordingly, the record fails to establish that Complainant has ever grieved over the particular facts in issue.

Additionally, it is significant that Respondents at the hearing refused to state whether the issues before the Examiner are covered by the contract and whether Respondents would be willing to have the merits of those issues resolved in an arbitration forum. Instead, Respondents' attorney there repeatedly maintained that the issue to be submitted to arbitration would center only on whether Respondents have paid the teachers the correct contractual rate. The question of the correct contractual rate, however, has not been raised in the complaint and it is one which is tangential to the precise issues framed, i.e., whether Respondents engaged in individual collective bargaining with unit employes and whether Respondents unilaterally established wage rates. 3/ As to these latter issues, Respondents have never indicated any willingness to have them submitted to arbitration.

Further, Complainant has based its case entirely on the theory that Respondents have breached their statutory, as opposed to any contractual,

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2/ Respondents at the hearing moved to dismiss the complaint on this ground. The Examiner reserved ruling on said motion.

3/ Although Respondents assert that the correct contractual rate is about $5.53 per hour, the facts show, as noted below, that Respondents paid the teachers herein more than that rate during the 1973-1974 school year. It is the establishment of these higher rates (as opposed to the alleged contractual rate) which are in issue.

duty to bargain by engaging in individual bargaining with unit employes and by thereafter unilaterally establishing various wage rates. As a result, Complainant in the instant proceeding does not rely on any contractual provision in support of its view that Respondents have committed certain prohibited practices. Since the statutorily imposed duty to bargain is separate and distinct from any contractual duty, and because deferral is inappropriate for matters resting entirely on the statutory scheme, especially where, as here, Respondents refuse to have those issues arbitrated, the undersigned finds that deferral is unwarranted and that the merits of the complaint allegations must be decided. 4/

Turning to Respondents' second defense, the question of Clopper's authority, the record does show that some of the teachers herein knew that Clopper's offer to pay them $8 during the first semester of the 1973-1974 school year was made outside the scope of his authority. However, as noted in paragraph 12 of the Findings of Fact, Sullivan, Respondents' Director of Employee Services, subsequently paid the teachers $8 an hour, after he had been told by Clopper's immediate supervisor of what Clopper had done. In light of these circumstances, it can hardly be said that Respondents' agents repudiated Clopper's actions once they had been informed as to what had taken place. To the contrary, Respondents then expressly condoned Clopper's prior activities by authorizing payment of $8 an hour. Additionally, once having learned of Clopper's dealings, Respondents were then put on specific notice as to what had transpired. That being so, Respondents were therefore required to exercise effective control over Clopper so that he would not repeat such activities. However, the record fails to establish that Respondents ever attempted to exercise such control, with the result being that Clopper continued to engage in unilateral activities with the teachers during the second semester of the 1973-1974 school year. In light of such express ratification and the subsequent failure to exercise effective control, the undersigned finds that Respondents' claim of ultra vires is without merit and that Respondents are responsible for Clopper's activities. 5/

As to such activities, it must first be noted that events which occurred prior to August 12, 1973, cannot be considered as forming the basis for any prohibited practice. This is so because the complaint here was filed on August 12, 1974, and because Section 111.07(14) of the Wisconsin Statutes provides for a one year statute of limitations. Accordingly, pre-August 12, 1973, events can only be considered as background for the limited purpose of shedding light on events which thereafter occurred.

With respect to such prior events, the facts show that Clopper approached the teachers of the hearing impaired in the Fall of 1972 and there suggested that the teachers receive $10 an hour for teaching the parents of said children in the Spring of 1973. Clopper made this offer without prior notification to Complainant.

Clopper continued his unilateral negotiations with these teachers during the first semester of the 1973-1974 school year, at which time

he promised to pay them $8 an hour when they taught parents of the hearing impaired. 6/ Additionally, Clopper then demanded that the two teachers' involved combine their hours and submit only one list of hours under Nellis' name so that no one would learn that two teachers were involved in such teaching. After the teachers had complied with this condition, Clopper then gave Nellis one check which covered the combined hours worked by her and the other teachers, MacAskill. Nellis then cashed that check and paid MacAskill her pro-rated share of the earnings. All this was done unilaterally, without any consultation or negotiations with Complainant.

Clopper continued his unilateral negotiations with these teachers during the second semester of the 1973-1974 school year. There, Clopper ostensibily said he would pay the teachers $5.53 per hour which Respondents contend is the correct contractual rate, But Clopper went on to add that he was extending the preparation time for each weekly class so that the teachers would thereafter automatically receive two hours of preparation time for each class, as opposed to the half hour preparation time previously granted. Clopper extended this preparation time, even though the teachers would not need a full two hours of preparation for each class. Thus, as testified to by teacher Barkin, Clopper suggested that the teachers should be "lenient" in recording their preparation time so that they would be paid for more hours than they actually worked. In this way, Clopper sought to pay the teachers an effective rate of more than $5.53 per hour for actual hours worked. Again, Clopper unilaterally established this policy without any prior consultation with Complainant.

Reviewing Clopper's 1973-1974 dealings with these teachers, there is no question but that Clopper's various schemes were all aimed at covering up what was really taking place. Further, it is undisputed that Clopper initiated these schemes by first engaging in individual collective bargaining with unit employes over their rates and mode of payment. Following these negotiations, Clopper unilaterally established a rate of $8 an hour in the Fall of 1973, while at the same time he also unilaterally decided that the teachers would have to jointly submit their hours under the name of only one teacher, so that he could then make but a single payment to them. Later, following similar negotiations with the teachers, Clopper unilaterally implemented a payment schedule under which teachers would be paid for an additional hour and a half of preparation time, irrespective of whether such time was actually used. All of this was done without any prior consultation or negotiations with Complainant, the statutorily recognized collective bargaining representative for said employes.

Accordingly, the record establishes that Respondents, through Clopper, engaged in individual collective bargaining with unit employes and that Respondents unilaterally established rates of compensation for said employes. Such conduct is certainly violative of Section 111.70 (3)(a)1 and 4 of MERA.

In so finding, it should be noted that the Examiner is not deciding whether the teachers herein are entitled to a certain wage rate or that they are even entitled to receive any compensation for their past work. Indeed, since those questions are not raised in the complaint, it would be inappropriate to pass upon them herein.

6/ Clopper had these discussions after school had opened, which the record establishes to be in mid or late August, after the August 12, 1973 cutoff date noted above.

Rather, the above finding is limited only to the precise issues presented, i.e., the questions of individual collective bargaining with unit employes and the unilateral implementation of wage rates. Accordingly, nothing contained herein precludes Respondents from paying teachers the correct contractual rate, if any, set forth in the collective bargaining agreement.

Dated at Madison, Wisconsin this 5th day of May, 1975.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By Amedeo Greco
Amedeo Greco, Examiner