

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

Respondent.

No. 12979-A

4. That at all times material herein Complainant and Respondent were signators to a collective bargaining agreement effective from July 1, 1972 through June 30, 1973, covering wages, hours, and other conditions of employment of all certified Non-Federal Project teachers in the employ of the Respondent and that said agreement contains the following provisions relevant hereto:

"ARTICLE 2 MANAGEMENT RIGHTS

The Board of Education on its own behalf and on behalf of the District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Wisconsin, and of the United States, including, but without limiting the generality of the foregoing, the right:

- (1) To the executive management and administrative school system and its properties and facilities, and the activities of its employees;
- (2) To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote, and transfer all such employees;
- (3) To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board of Education;
- (4) To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature; subject to the provisions of BOARD OF EDUCATION Policy #3.23.
- (5) To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and Wisconsin Statutes; Section 111.70, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Wisconsin, and the Constitution and laws of the United States.

ARTICLE 3 SALARY AND OTHER COMPENSATION

1. Salary Schedule. The salary schedule appearing as Appendix A at the back of the agreement and incorporated herein shall be the salary paid to teachers under contract for the term of this agreement and thereafter until amended.

The base salary used in preparing this schedule is that salary paid to teachers for a 9 1/2 month contract period, or 190 legal school days. Contracts for longer than this will be prorated. WEA convention dates are excluded.

Professional advancement requirements must be complied with for a teacher to qualify for salary increases; teachers who do not comply with Board Policy on professional advancement (Sec. 3.02 et seq. Policy Book) may be terminated as therein provided.

The extra pay schedule will be added to the base pay (Salary Schedule) of a teacher as appropriate and included in the total received by the teacher.

After a teacher has reached the maximum step in any classification a \$25.00 per year annual longevity increment will be paid.

Intern teachers and those with one full semester teaching experience will be granted one year experience on the Salary Schedule.

The basic schedule is to be considered as a minimum for teachers doing acceptable work and should not be construed as to prevent the Superintendent of Schools from recommending and the Board of Education granting additional compensation, nor the Board from contracting with teachers at any bracket in the schedule in areas where properly qualified teachers are in short supply.

. . .

2. Activity Pay Schedule. The schedule of compensation for extra-curricular work called the "Activity Pay Schedule" and incorporated in this agreement as Appendix B at the back shall be paid to teachers as applicable in each instance for the term of this agreement and thereafter until amended.

. . .

ARTICLE 7 TEACHER CONTRACT

The individual teacher contract is deemed to be a part of this agreement. The acceptance or rejection of this Agreement shall in no way replace the signing of a personal, individual teacher contract with each teacher offered employment in the Berlin Public Schools, as follows:

CHAPTER 118--LAWS OF 1969

The people of the State of Wisconsin, represented in senate and assembly, do enact as follows:

118.22 RENEWAL OF TEACHER CONTRACTS. On or before March 15 of the school year during which a teacher hold (sic) a contract, the board by which the teacher is employed or an employee at the direction of the board shall give the teacher written notice of renewal or refusal to renew his contract for the ensuing school year. If no such notice is given on or before March 15, the contract then in force shall continue for the ensuing school year. If no such notice is given on or before March 15, the contract then in force shall continue for the ensuing school year. A teacher who receives a notice of renewal of contract for the ensuing school year, or a teacher who does not receive a notice of renewal or refusal to renew his contract for the ensuing school year on or before March 15, shall accept or reject in writing such contract not later than the following April 15. No teacher may be employed or dismissed except by a majority vote of the full membership of the board. Nothing in this section prevents the

modification or termination of a contract by mutual agreement of the teacher and the board. No such board may enter into a contract of employment with a teacher for any period of time as to which the teacher is then under a contract of employment with another board.

At least 15 days prior to giving written notice of refusal to renew a teacher's contract for the ensuing school year, the employing board shall inform the teacher by preliminary notice in writing that the board is considering non-renewal of the teacher's contract and that, if the teacher files a request therefor with the board within 5 days after receiving the preliminary notice, the teacher has the right to a private conference with the board prior to being given written notice of refusal to renew his contract.

The Berlin Board of Education recognized the problems involved in the hiring of staff over schedule. It is our intent to make every effort to hire staff according to the principles established in section 1.03 of our policy handbook. If because of critical shortage in a particular area, or death or default of an existing faculty member it becomes a necessity to pay more than the established salary schedule or face an empty classroom, the Board shall immediately in writing notify the Berlin Education Association stating the reasons which necessitate deviation from the schedule.

ARTICLE 8 GRIEVANCE PROCEDURE

PURPOSE

This grievance procedure is designed to insure adequate consideration and appropriate solution of grievances, as hereinafter defined, at the lowest possible administrative level; and nothing in the procedure should be construed to inhibit the continuation of rapport and informal discussion between teachers, principals, the superintendent, his staff, and the Board.

DEFINITION OF GRIEVANCE

Those matters involving the interpretation, application and the enforcement of the terms and provisions of the negotiated agreement existing between the parties shall constitute a grievance under the provisions of said agreement.

STEPS OF PROCEDURE

1. A teacher shall discuss his grievance promptly with his principal, either by himself or together with a representative of the Association or together with anyone else of the teacher's own choosing. Grievances shall be taken up within 30 days from the date of the occurrence giving rise to the grievance.
2. If the teacher is not satisfied with the disposition made at Step 1, he may, no sooner than two school days and no later than five school days after the Step 1 discussion submit the grievance to the principal in writing, with a copy to the chairman of the Association's Professional Rights and Responsibilities Committee. Within five school days after receiving such a written grievance, the principal shall deliver his written answer to the teacher, with a copy to the chairman of the Professional Rights and Responsibilities Committee.

3. (a) If not satisfied with the Step 2 answer, the Professional Rights and Responsibilities Committee may in writing refer the grievance to the Superintendent or his designated representative. Any grievance not so referred by the committee within five school days after its receipt of the Step 2 answer shall be considered withdrawn.
- (b) Within five school days after receipt of a timely written referral to Step 3, the superintendent or his representative shall meet with the Professional Rights and Responsibilities Committee concerning the grievance. The teacher involved may be present at such a meeting and shall be present if requested either by the superintendent or his designated representative or by the committee.
- (c) Within five school days after Step 3 meeting, the superintendent or his designated representative shall deliver his written answer to the teacher, with a copy to the chairman of the Professional Rights and Responsibilities Committee.
4. (a) If not satisfied with the Step 3 answer, the Professional Rights and Responsibilities Committee may in writing refer the grievance to the Board. Any grievance not so referred by the Committee within five school days after its receipt of Step 3 answer shall be considered withdrawn.
- (b) Within ten school days after its receipt of the timely written referral to the Step 4, a Committee of the Board shall meet with the designated representatives of the Association concerning the grievance. The teacher involved may be present at such meeting and shall be present if requested by either the committee of the Board or the representatives of the Association.
- (c) Within five school days after the Step 4 meeting, the committee of the Board shall forward its recommendation to the Board in writing. As soon as convenient, the Board shall by official action make its disposition of the grievance.
5. If, in the judgment of the Professional Rights and Responsibilities Committee, a grievance affects a group or class of teachers, the Committee may submit such grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Step 3. The Professional Rights and Responsibilities Committee may process such a grievance through all levels of the grievance procedure even though the grievant does not wish to do so."

5. That each teacher signs an individual contract with the Respondent which states in relevant portion thereof:

"IT IS FURTHER AGREED that this contract is made subject to Wisconsin Statutes Section 118.22 as revised by Chapter 146 which states 'No such (school) board may enter into a contract of employment with a teacher for any period of time as to which the teacher is then under a contract of employment with another district,' and Section 121.17 of the Laws of 1967 and any other laws applicable to teacher contracts. Individual teacher contracts shall be deemed to incorporate all of the terms of

agreements concerning wages, hours, and conditions of employment made between the School Board and the Berlin Education Association. This contract is also subject to all rules and regulations of the said School Board now existing, or which hereafter and before the termination of this contract may be adopted by said School Board as reasonable supplements thereto, except policies pertaining to wages, hours, and conditions of employment which shall be negotiated at any regular school board meeting after 5 school days prior notice to the Berlin Education Association. Said School Board agrees to furnish said Teacher with a written copy of such rules and regulations.

IT IS FURTHER AGREED by the Teacher:

1. To carry out Administrator's suggestions for improving school procedures promptly.
2. To cooperate with Administrators in supervising hallways, playgrounds, assigned areas, and other extracurricular activities.
3. To be a student of educational literature and keep informed of latest educational theory and practices, particularly in relationship to our School District.
4. To furnish the School Board before entering upon the performance of this contract with a certificate from a reputable physician showing that such teacher is in good health and free from tuberculosis." (Emphasis added)
6. That Respondent Board's Rules and Regulations which delineates the length of a teaching day provides a normal teaching day for teachers as follows: Teachers report to teaching station at 7:50 a.m. and teachers may leave the teaching station at 4:00 p.m.; and that Respondent Board has not assigned teachers overnight duties in the past beyond the above stated normal teaching day.
7. That Respondent Board, in operating a school system, conducts an Outdoor Education Program, hereinafter referred to as the Program, which provides camping and related experiences for the students who participate; that said Program continues for three days and two nights; that teachers working on said program had participated in it on a voluntary basis since 1966; that Mr. Donn Pearson, a Junior High School Science teacher, is the Camp Director of said Program; that in the early Fall of 1972 Pearson surveyed the previous year's staff who indicated that they would not supervise the Program without pay; that Pearson postponed preparation for the Program while awaiting word from Respondent Board as to the staff for the Program; that in November of 1972 said teacher staff met with Larry Zarnott, Principal of the Middle School where the question of pay for Program duty was discussed; that in late April of 1973, Pearson began preparations for the Program upon receiving word from Zarnott that there would be a camp and teachers to supervise it.
8. That on May 1, 1973 1/ the Respondent Board sent the following letter to Pearson regarding staff for the Program which was distributed to the teacher staff:

"Since you agree this is a negotiable item, this should have been on your BEA agenda; WHILE (sic) present conditions continue as they have for SIX YEARS (sic). Please refer to your individual personal teachers contract whereby you agree to continue to 'supervise assigned areas' etc. You should have reasonably expected to continue to do this Camping assignment as you had, when you signed your contract to return to Berlin to teach.

Yes, as in your item #1: The Board wishes to continue the program as it is, until changes are negotiated.

We might add that Board of Education members have given this oral reply to Mr. Pearson in person, as has Mr. Zarnott, the principal.

We think this is not educationally proper conduct on your part to issue an ultimatum of this kind, this late in the school year. This outdoor camping experience has been a sound laboratory-type activity that we hoped both teachers and students looked forward to with a great deal of enthusiasm and anticipation. We feel that you knew this when you signed your contract with the Berlin Public Schools. If you did not wish to continue, you should have given careful thought to this at contract time last year."

9. That one of the teachers assigned to the Program, Bill Lawler, asked for pay for said duties; that Lawler received a copy of the May 1 letter which indicated to him that he was required to assume said duties without pay; that Lawler asked for confirmation as to whether he was assigned to and required to supervise camp duty without pay; that Larry Zarnott, Principal of Clay Lamberton School for Respondent Board, responded to Lawler and each of the Program staff teachers with the following communication dated May 17, which in relevant part provides:

"The following persons have been assigned to teach and supervise at Camp Webb for the outdoor education program on May 29, 30, and 31, 1973.

Mrs. Jackie Fitzpatrick
Miss Cheryl Hopson
Mr. Russ Kaping
Mr. Bill Lawler
Miss Paula McMaster
Mrs. Gerry Nickolaisen
Mr. Walter Schmuclach
Mr. Donn Pearson, Camp Director

It is expected that this assignment will include day duty on May 29, 30 and 31 and night duty on May 29 and 30, 1973, as has been done during the past two years." 2/

10. That on May 25, the aforementioned teachers filed the following grievance with Principal Zarnott:

"In accordance with Article 8, Step 2 of the Grievance Procedure in the Master Contract, the following grievance is submitted:

2/ Pursuant to this directive the complaint teachers did actually perform duties in the Program as required and including night duty on May 29 and 30.

For the 1972-73 school year the sixth grade teachers and the elementary physical education instructor are being directed to remain at Camp Webb in the Outdoor Education Program for the entire period of three days and two nights amounting to 31 hours and 40 minutes extra duty hours.

No remuneration is being received. Extra duty pay was requested and was refused.

The alternative to non-payment for the extended period would be release from duties at 4:00 P.M. as stated in the present Board Policy."

11. That in response thereto, on May 29, Principal Zarnott sent said teachers the following communication:

"This letter is in reply to your letter of May 25, 1973 requesting either compensation or release from duty after 4P.M. during the Outdoor Education Program on May 29, May 30, and May 31, 1973.

The request is denied as the Berlin Board of Education has authorized me to run the Outdoor Education Program as has been done in the past."

12. That on June 18, David Ziemann, Chairman of the Professional Rights and Responsibilities Committee for Complainant sent the following letter to John Bjorge, Superintendent of Schools for Respondent submitting the grievance according to Step 3 of the grievance procedure of the contract:

"Enclosed is a statement of Grievance 2-7273.

The aggrieved, as listed below, spoke to Mr. Larry Zarnott, Principal of Clay Lamberton Junior High School, and presented the grievance to him in writing on May 25, 1973. He responded in writing on May 29, 1973.

The attached is submitted pursuant to the provisions of Step 3 of the Grievance Procedure, Article 8 of the Agreement between the Berlin Board of Education and the Berlin Education Association.

The aggrieved are as follows:

William Lawler
Walter Schmudlach
Cheryl Hopson
Geraldine Nickolaisen
Russell Kaping
Jacqueline Fitzpatrick
Paula McMaster"

13. That on June 20, Superintendent Bjorge answered Ziemann by declaring that "As I read the Grievance procedure, the number of days for orderly processing has expired." In reply, Ziemann immediately sent Superintendent Bjorge the following communication:

"With reference to your letter dated June 20, 1973 but received earlier today, I would like to quote the Agreement between the Berlin Board of Education and the Berlin Education (sic) Association, Article 8, Step 3 (a), sentence two:

Any grievance not so referred by the committee within five school days after its receipt of the Step 2 answer shall be considered withdrawn. (Emphasis mine)

Please be aware that between the writing of the letter by Mr. Larry Zarnott, Principal of Clay Lamberton Junior High School, and your receipt of Step 3 of the (sic) Grievance Procedure, Grievance 2-7273, two regular school days, (May 30 and 31) and one summer school day (June 18) occurred. Therefore, the statement of the Grievance was submitted pursuant to the provisions of Step 3 of the Grievance Procedure after either the second or third school (sic) day, depending on whether or not summer school days are considered as 'school days' under the terms of the agreement.

You will certainly recognize that there is neither provision nor sense in trying to pursue a grievance during the Christmas holidays, yet your letter seems to indicate that this would be necessary, as you apparently wish to count vacation days as school days."

14. That on June 25 Superintendent Bjorge rejected the grievance and waived Step 3 of the grievance procedure. Thereafter, on July 2, Ziemann submitted the grievance to the Respondent Board pursuant to Step 4 of the grievance procedure. On July 18 the Respondent Board rejected the grievance as follows:

"Pursuant to Section 4 of Article 8, Grievance Procedure, of the 1972-73 Agreement between the Berlin Board of Education and the Berlin Education Association, the Board of Education has reviewed and rejected the above entitled grievance.

The Board rejects the grievance procedurally for failure to comply with Step 3 of the Grievance Procedure and substantively, in that the subject matter of the grievance is within the purview of Management Rights as enumerated in Article 2 of the Agreement."

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

CONCLUSIONS OF LAW

1. Complainant exhausted the grievance procedure established by the collective bargaining agreement when it submitted the grievance concerning pay for duty in the Outdoor Education Program to Respondent and Respondent rejected the grievance according to the fourth and final step of the grievance procedure; therefore, the Commission has jurisdiction over the complaint.

2. That a violation of Article 7 of the collective bargaining agreement occurred when the teachers were assigned duty in the Outdoor Education Program above and beyond the normal teaching day, 7:50 a.m. to 4:00 p.m., on May 29, 30 and 31, 1973 without pay for said duties.

3. That Respondent, by violating the collective bargaining agreement, has and continues to violate Section 111.70(3)(a)5 of the Municipal Employment Relations Act.

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 Respondent, School Board of Berlin Public Schools, its officers and agents shall immediately:

1. Cease and desist from refusing to adhere to the terms of the collective bargaining agreement between the parties effective from July 1, 1972 through June 30, 1973.

2. Take the following affirmative action which the undersigned finds will effectuate the purposes of the Municipal Employment Relations Act:

- (a) Reimburse the staff teachers who supervised the Outdoor Education Program (Findings of Fact No. 9) and who were assigned to said Program without compensation in violation of the collective bargaining agreement, for the hours which they were engaged in said duty beyond the normal teacher working day between 7:50 a.m. and 4:00 p.m. according to a pro rata basis based upon the daily rate of pay in their positions as per the salary schedule in the contract.
- (b) Notify all certified Non-Federal Project teachers employed by Respondent School Board of Berlin Public Schools, 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 John A. Bjorge, Superintendent of Schools and Roger M. Field, President of the School Board of Berlin Public Schools.
- (c) Notify the Wisconsin Employment Relations Commission 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 11th day of September, 1974.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By Dennis P. McGilligan
Dennis P. McGilligan, Examiner

APPENDIX "A"

NOTICE TO ALL CERTIFIED NON-FEDERAL PROJECT TEACHERS

Pursuant to an Order of 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 employes that:

WE WILL reimburse the employes who were assigned to the Outdoor Education Program without compensation in violation of Article 7 of the collective bargaining agreement, for the hours which they were engaged in said duty beyond the normal teacher working day between 7:50 a.m. and 4:00 p.m. according to a pro rata basis based upon the daily rate of pay in their positions as per the salary schedule in the contract; and

WE WILL NOT in any way otherwise violate the terms of the collective bargaining agreement, or 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 _____, 1974.

SCHOOL BOARD OF BERLIN PUBLIC SCHOOLS

By _____
Roger M. Field, President

John A. Bjorge, Superintendent

THIS NOTICE MUST REMAIN POSTED FOR SIXTY (60) 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

The instant complaint was filed on May 24, 1974. Hearing was held on July 31, 1974 and the transcript thereof issued in August, 1974. Neither the Complainant nor the Respondent requested a transcript or filed a brief therein.

The facts material to the instant decision are set forth in the Findings of Fact. There was one issue of material fact. At the hearing, the Complainant Association stated that the Respondent Board assigned the teachers to the duties of the Outdoor Education Program while the Respondent Board maintains service in said Program was voluntary.

An examination of the facts supports the Complainant's position. Since the Program's inception in 1966, teacher participation in it was on a strictly volunteer basis. During the 1972-73 school year, however, a question concerning pay for the teachers who supervised students in said Program arose, and a survey of the teachers by Pearson indicated the teachers would not perform those duties unless they were paid.

On May 1, the Respondent sent the aforementioned letter to Pearson regarding staff for said Program which Pearson distributed to the teachers so affected. In relevant portion thereof, the Respondent states:

"Please refer to your individual personal teachers contract whereby you agree to continue to 'supervise assigned areas' etc. You should have reasonably expected to continue to do this Camping assignment as you had, when you signed your contract to return to Berlin to teach.

. . .

We feel that you knew this when you signed your contract with the Berlin Public Schools. If you did not wish to continue, you should have given careful thought to this at contract time last year."

One of the teachers, Lawler, upon receiving the above information and believing that it required him to work in the Program, requested a confirmation from Principal Zarnott, as to the assignment of teachers to supervise said Program, to which he and the other teachers received the following reply:

"The following persons have been assigned to teach and supervise at Camp Webb for the outdoor education program on May 29, 30, and 31, 1973.

. . .

It is expected that this assignment will include day duty on May 29, 30 and 31 and night duty on May 29 and 30, 1973, as has been done during the past two years."

Based on the above two communications the teachers concluded, and the Examiner agrees, that they were to supervise the Outdoor Education Program without pay and had no choice in the matter.

The Respondent maintains, however, that the service was voluntary. To support this contention the Respondent Board points to (1) the individual teacher contract where the teachers agreed to continue to "supervise assigned areas" alleging that the Outdoor Education Program had been staffed in the same manner in years past and (2) the actions

of the Respondent Board itself in affirming the Program's operation as in the past on a strictly volunteer basis. Both arguments must fail.

First, although the teachers did agree through their individual contracts to continue to "supervise assigned areas", this did not cover the Outdoor Education Program which, as established by the testimony of both the Complainant Association and Respondent Board, 3/ was on a strictly volunteer basis up until the 1972-73 school year, and, therefore, could not have been "assigned" in the sense that Respondent Board now wishes to define that word. Thus, the individual teacher contract did not commit said teachers to continuing their participation in the Outdoor Education Program on other than a volunteer basis.

Secondly, the Respondent Board itself went on record affirming the Program's operation on a voluntary basis, as evidenced by the following minutes from their regular Board of Education meeting, May 21:

"Moved by Stark, seconded by Harrison, that the board reaffirm its previous position that the Camp Webb exercise is voluntary. Motion carried. Moved by Stark, seconded by Harrison, that in the event that a camp director cannot be obtained that the principal shall so set. Motion carried."

The Respondent Board, however, failed to convey this information to the teachers involved in the Outdoor Education Program. 4/

Exhaustion of Grievance Procedure

The question of whether the Berlin Education Association Complainant herein exhausted all steps of the grievance procedure must first be determined, for, if it is decided that Complainant failed to exhaust all steps of the grievance procedure, the Commission would refuse to assert its jurisdiction. 5/ The matter was not contested at the hearing and, as noted in the Findings of Fact, the Complainant did in fact exhaust all steps of the grievance procedure through the fourth and final step of the collective bargaining agreement. 6/

Substantive Issue

As noted above, Article 7 of the collective bargaining agreement between the Complainant Association and Respondent incorporates by reference into said agreement the individual teacher contract which each teacher executes with the Respondent. The individual teacher contract is "also subject to all rules and regulations of said School Board now existing, or which hereafter and before the termination of this contract may be adopted by said School Board as reasonable supplements thereto, except policies pertaining to wages, hours and conditions of employment which shall be negotiated." (Emphasis added) Taken together, then, Section 7 of the agreement, coupled with the above quoted excerpt of the individual teaching contract, provides that Respondent cannot alter existing "wages, hours, and

3/ See Transcript at pages 11 and 23.

4/ See Transcript at pages 26 and 27.

5/ Lake Mills Joint School District No. 1 (11529-A), 7/73; Oostburg Joint School District No. 1 (11196-A), 11/72.

6/ See Findings of Fact No. 13.

conditions of employment" unless Respondent first negotiates those proposed changes with Complainant. Here, by insisting that the teachers perform duties in the Outdoor Education Program which are beyond the normal 7:50 a.m. to 4:00 p.m. working day set out in said Rules and Regulations, Respondent has unilaterally altered the "hours" of the teachers herein. Accordingly, the Examiner finds that the Respondent has violated Article 7 of the 1972-73 collective bargaining agreement by altering the contractually established working hours of teachers without notice to and negotiation with the Complainant Association. In view of the above, the Examiner finds that the Respondent thereby has committed a prohibited practice in violation of Section 111.70(3)(a)5 of the Municipal Employment Relations Act.

Dated at Madison, Wisconsin, this 11th day of September, 1974.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By 
Dennis P. McGilligan, Examiner