

STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

S. STEPHENS HALE, JR. and the	:	
NORTHWEST UNITED EDUCATORS,	:	
	:	
Complainants,	:	
	:	Case VII
vs.	:	No. 18700 MP-425
	:	Decision No. 13275-B
JOINT SCHOOL DISTRICT NO. 1, WINTER,	:	
ET AL.,	:	
	:	
Respondent.	:	
	:	

ORDER AFFIRMING EXAMINER'S FINDINGS OF FACT,
CONCLUSIONS OF LAW AND ORDER AND ORDER
PARTIALLY REVISING MEMORANDUM ACCOMPANYING SAME

Examiner Dennis P. McGilligan having, on July 30, 1975, issued his Findings of Fact, Conclusions of Law and Order, with Accompanying Memorandum, in the above entitled matter, wherein he concluded, in part, that the above named Respondent, by withholding \$200 in wages from Complainant S. Stephens Hale, Jr., because of the latter's failure to give proper notice of his intention to resign his teaching position, did not violate the terms of a collective bargaining agreement existing between Complainant Northwest United Educators and Respondent Joint School District No. 1, Winter, et al; and no petition for review having been filed by either party; and that, however, the Commission, on its own motion, having reviewed the Examiner's Findings of Fact, Conclusions of Law and Order and Memorandum accompanying same; and being satisfied that said Findings of Fact, Conclusions of Law and Order should be affirmed, but that, however, the Memorandum accompanying same should be partially revised;

NOW, THEREFORE, it is

ORDERED

That, pursuant to Section 111.07(5) of the Wisconsin Statutes, the Wisconsin Employment Relations Commission hereby adopts the Examiner's Findings of Fact, Conclusions of Law and Order issued in the above entitled matter as its Findings of Fact, Conclusions of Law and Order.

IT IS FURTHER ORDERED that the Memorandum accompanying the Examiner's Findings of Fact, Conclusions of Law and Order be revised to reflect the last paragraph of said Memorandum to read as follows:

Based on the above, it is clear that Hale was

"reasonable damages" suffered as a result of a teacher's failure to give proper notice of resignation, by an offset against the salary due and owing said teacher. The complaint is premised on the claim that there is no indebtedness, and no argument was made by the Complainants that the manner in which the "reasonable damages" were paid was improper. Therefore, no inference is to be drawn from this decision that the manner of reimbursement of damages herein was proper or improper under the collective bargaining agreement.

Given under our hands and seal at the City of Madison, Wisconsin, this 21st day of August, 1975.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By *Morris Slavney*
Morris Slavney, Chairman

Howard S. Bellman
Howard S. Bellman, Commissioner

Herman Torosian
Herman Torosian, Commissioner