

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

Respondent.

No. 15534-A

4. In the summer of 1976, Walker asked Anderson to prepare the school band for a parade. Anderson replied that he lacked sufficient time to prepare the band. At about the same time, Anderson had a discussion with Junita Torgenson, wherein Anderson said that he was unsure as to whether band members were insured when playing in the parade and that Torgenson should discuss the matter with Walker. Walker thereafter advised Anderson that he should not discuss school business with any individual in the community. In September, 1977, Anderson received permission to miss two football games where the band usually played. Thereafter, Walker told Anderson that his absences had caused his community image to suffer.

5. In September 1976, after Anderson had started teaching, Anderson advised Walker that if his compensation was not increased for his extra-curricular assignments, he, Anderson, would grieve over the matter. In that conversation, Anderson never stated that he would drop his extra curricular assignments. Walker, in turn, told Anderson there was the possibility of increasing Anderson's salary by seven hundred (\$700) dollars and that if he did not assume the extra-curricular assignments, he would be non-renewed in February 1977. After that conversation, Anderson continued to teach extra-curricular activities.

6. On September 21, 1976, Wiswall wrote a memorandum to Anderson wherein he advised that Anderson should maintain his classroom in a more orderly condition. On October 4, 1976, Walker advised Anderson that:

"Today at about 2:40 I had the opportunity of walking into your classroom and observing the facility in a disorderly state. Parts of band uniforms were lying on the floor, band hats were lying at various spots around the room, chairs and stands were disorderly and disorganized, storage room and closet doors were left open, miscellaneous shoes and cover shoes were lying around the room on cabinets and chairs. The door to the classroom was open and unlocked. All in all, the classroom appeared very disorderly.

Please make every effort to insure that the equipment and supplies are stored away properly. Work consciously to improve the condition of the music facility. Your cooperation is greatly appreciated."

It appears that the band room was in disarray because that week was Homecoming weekend, which necessitated that the band members switch their uniforms. Thereafter, Anderson straightened out the room.

7. On November 11, 1976, Walker visited Anderson's classroom and thereafter issued the following evaluation:

"Grade system maintained and up to date. Lesson plans too sketchy -- should be daily.

Band rehearsing numbers for music program. Students generally attentive. Some students not participating. Teacher not observant of entire environment -- students with feet upon chair; students gum chewing; music stands balancing on edge of step; storage cabinets all open; percussion students fooling around. Dismissal of student to put instruments away is disorderly. Dismissal of students to lunch also not good.

RECOMMENDATIONS & COMMENTS:

Teacher initially this year exhibited a very hostile and negative attitude toward the administration and administrative policies.

Questions regarding the teacher's commitment to be involved in co-curricular activities discussed in the interview process were raised. Teacher's action to constructive criticism was reactive rather than responsive.

Areas in which the teacher should improve are as follows:

1. Teacher should read and follow all administrative policies completely and carefully.
2. Teacher should be supportive and responsive to administrative requests.
3. Teacher should refrain from making negative and derogatory statements to others (staff, students, parents). If valid complaints exist, make them directly to the administration.
4. Classroom control -- teacher must take a stronger stance on discipline.
 - a) Observe classroom behavior carefully.
 - b) Correct negative behavior immediately.
 - c) Take command during set-up and dismissal of class to encourage orderly and reasonable action by students -- dismiss small groups rather than full groups.
 - d) Teacher, not bell, should dismiss students.
5. Maintenance of classroom -- teacher must insure proper maintenance of facility and equipment.
 - a) Observe facility and equipment location.
 - b) Music stands should be located away from edges of steps.
 - c) Equipment, uniform and materials should be put away properly to insure longer life and to avoid damage.
 - d) Classroom should be neatly organized at the end of the day to insure that custodial staff can clean without difficulty.
6. Planning -- teacher should use appropriate plan forms provided to each teacher. Plans should be daily.

Failure to improve upon the above mentioned deficiencies shall constitute reasonable grounds for non-renewal of your contract for the 1977-1978 school year. I hope marked improvement can be noted in your performance by February of 1977."

8. Wiswall observed Anderson on December 3, 1976 and thereafter issued the following evaluation dated December 21, 1976.

"December 3, 1976 Class: Junior High Chorus Time: 11:03 Activity: Listening to tape of concert, singing.

Condition of Room

Room was generally in order. Instruments put away. All music in storage. Earlier problems with your room have been worked out between you and the custodial staff. (Emphasis added).

Teacher's Preparation

Due to the special nature of the activity I realize that it is difficult to design lesson plans for substitutes. For your own use I am satisfied that the planning that you do is adequate.

Instructional Activity

From this observation and other observations made informally I believe that you work efficiently with your music groups. In this instance I believe that you did get your objectives accomplished. I am concerned with your control of the junior high chorus. In this situation there is ample opportunity for the boys to talk and misbehave. We have discussed ways of modifying their behavior but I think that you should exercise more control over their behavior. That is a very hard group to control but to fully accomplish your objectives in that group you must exert your authority. I will support you in any reasonably action you must take to discipline that group in chorus.

In this instance they were disruptive. Their postures were very bad for this activity. They did not respond to you and even my presence in the room did not help control their almost constant talk.

I do not believe the problem exists to the same extent in senior high Chorus, but we discussed various measures to deal with habitual disrupters. These situations are unique in the school setting for their potential problems in discipline. Yet, I feel that you should be more firm in dealing with habitual talkers. I will support you in dealing with these students.

I will deal with your instructional program as follows:

(1) Individualized instruction with students: I think that your program - within the constraints [sic] of time - operates effectively. I would like to see you do more grouping of instruction in sections rather than individual lessons but this is something that you must decide. I believe that your program is dealing well with the individual music student.

(2) Performing groups: Your recent Christmas and TV performances indicate that you are doing well with these groups. The Christmas concert went very well and indicated your ability to organize and supervise this activity. As I indicated in my memo, your trip to Eau Claire reflected well on your ability to supervise these students. Your pep band is excellent and you have worked well with them during the games.

(3) General music program: I believe that you have the right objectives when you stress the importance of music education. I think that your program here is well-balanced but remind you that you must work within the constraints of a small school.

Professional Posture

In your work with me during extracurricular activities you have shown a willingness to put forth extra effort. (Emphasis added). I think you, in your capacity of band director and as a teacher, serve the school well in extracurricular activities. You have been willing to work for me in supervision and have shown a good attitude when asked to use the music room. I believe that you have

been conscientious in doing your duties. You will have to keep better supervision of students on detention in your room.

Students seem to relate well to you. You deal effectively with the music parents and I feel you are well received in the community.

EVALUATION

The only serious concern I have with your teaching performance is the maintenance of discipline in your choral groups. Your work with individual students, your performing groups, and your general music education program is adequate. I must see better control of the senior high chorus before making a decision on renewal of your contract. (Emphasis added).

RECOMMENDATIONS

(1) Assert your authority in the choral groups to control their behavior. Use the discipline system for those who respond to it. For those who will not respond to detentions refer to me and we will modify their behavior.

(2) Develop a capacity for serving both girls and boys athletics. I will work with you on this problem.

(3) Develop a general music program to use in junior high as an alternative to the chorus approach.

(4) Keep better records and control of your detentions in your room.

(5) Keep an orderly band room. New locks on the doors should insure a safe place for all instruments."

9. Following the two above noted evaluations, neither Walker nor Wiswall made any more formal evaluations of Anderson.

10. On December 17, 1976, after the choir had appeared on television, Wiswall advised Anderson:

"I want to commend you on the way the chorus behaved before, during, and after their performance [sic] yesterday. They reflected well on the school and you. Good job."

11. Anderson, along with several other teachers, failed to complete grade reports on time in October and November 1976. After November, Anderson did file timely reports. On January 19, 1977, Anderson failed to note that a student was absent from study hall.

12. On January 21, 1977, Anderson had an encounter with several students wherein he told them to leave if they did not like it. On January 26, 1977, Wiswall advised Anderson that:

"In regards to that incident in your office on Friday, January, 21. Remember that you must retain your composure when confronted by students. You cannot respond to them in anger or without thinking about the consequences of your actions or words. You cannot tell students to "leave if they don't like it". If you expect them to comply with school rules do not give them the option of breaking those rules by leaving your classroom without permission.

13. In January 1977 a student served a detention for Anderson, even though Anderson had not given the student's parents one day notice of the detention, as was required.

14. In late January, 1977 students in Anderson's class threw peanuts. On February 3, 1977 Wiswall wrote the following memorandum to Anderson:

"This note is to stress my support for your actions in maintaining discipline in your 6th hour choir. I will support any reasonable action - such as rearranging your choir seating - to prevent disruptive activity such as that occurred last week for peanut throwing. It is essential that you maintain an orderly class to accomplish your instructional objectives. Students cannot view music classes as an opportunity to misbehave. I further recommend these available options:

- (1) Removing persistent disruptive students from choir when the regular disciplinary procedures have failed.
- (2) Denying uncooperative students attendance at special events such as the symphony in February.

I will continue to lend you my support in your efforts to maintain an orderly classroom."

15. On February 3, 1977 Wiswall advised Anderson that:

"I want to commend you on your performance yesterday in breaking up the fight in the hallway 7th hour. You acted quickly and well to prevent injury and keep order."

16. In October 1976, Walker denied Anderson's request to attend the Wisconsin State Music Conferences on October 28 and 29, 1976. On November 9 and December 8, 1976 Anderson asked to be relieved of his study hall assignment so that he could spend more time preparing his students for a solo ensemble contest. Both requests were turned down.

17. During the course of the 1976-1977 school year, Anderson taught music for three periods and he gave individual or group lessons for two periods. Additionally, Anderson was assigned to study hall for a period. Anderson also received a preparation period. Thus, Anderson was teaching for six of the seven daily periods. Furthermore, Anderson led the jazz ensemble, two choirs, and the sixth grade band. Anderson was also required to lead a band at home basketball and football games. Moreover, Anderson was the junior class advisor.

18. By letter dated December 1, 1976 approximately twenty-four (24) teachers, including Anderson, advised Walker that:

"We, the undersigned, are ceasing the following duties as of December 6, 1976: Bus duty, hall duty, and detention duty. We want serious bargaining."

By letters dated December 3 and 7, 1976 Walker advised said teachers that their refusal to sign in and to engage in the foregoing activities could subject them to disciplinary action.

19. On December 20 Anderson filed two grievances over his placement on the salary lane. One grievance provided:

"STATEMENT OF GRIEVANCE

I was hired on January 12, 1976. I was placed on the B.S. + 15 lane for salary purposes. At the time I had a B.S. + 24. I never received a copy of the Master Agreement so I assumed B.S. + 15 was the last line before the masters degree step. I request as a remedy, I be compensated for lost wages as a result of this error."

The other grievance stated:

"STATEMENT OF GRIEVANCE"

I have a bachelor's degree with 26 credits beyond. I am presently being paid at a B.S. + 15 rate. This is a violation of the Master Agreement Appendix A-Salary Schedule. I request as a remedy, I be placed on the B.S. + 24 lane and be reimbursed for wages lost due to this error."

Walker thereafter granted one grievance and denied the other.

20. On January 20, 1977, Anderson filed the following grievance:

"S T A T E M E N T O F G R I E V A N C E"

As a person under an extra-curricular music contract, under the terms of that contract I am responsible for the safety, well being and behavior of my students, I cannot be held responsible for both my students and act as a chaperone. I must fulfill the terms of one contract or another, not both.

As a remedy, I propose that I be released from my chaperone duties. If this is not possible, I propose that there be no band on the nights I must chaperone."

It appears that up until January 20, 1977, Anderson was the only teacher who filed any grievances with either Walker or Wiswall.

21. On January 26, 1977, Walker told Anderson that he was being considered for non-renewal for the forthcoming school year. Walker then gave four reasons as to why Anderson was being non-renewed: "(1) job too demanding; (2) attitude towards people and theirs toward him created problems; (3) admin. cooperation; and (4) this break in relationship good for him and district." During this conversation, Anderson indicated that he was withdrawing the January 20, 1977 chaperone grievance. Walker, in turn, was surprised at that and said "Well, if your teaching improves within a week or two I won't non-renew you."

22. By letter dated February 11, 1977, Anderson was formally advised by the District of his possible non-renewal. Following Anderson's request for a private conference, the District's Board held a private conference with Anderson on March 3, 1977. The District advised Anderson by letter dated March 14, 1977 that he would be non-renewed for the forthcoming school year. On Walker's copy of said letter, Walker wrote "Should be done with him." No similar such notation was placed in the file of any other teacher. Thereafter Anderson was non-renewed for the 1977-1978 school year.

23. In addition to recommending against Anderson's non-renewal, Walker also urged the District's Board to either non-renew or place on probation approximately eight other teachers. The Board subsequently did place several teachers on probation and non-renewed one other teacher. During the non-renewal hearings for some of these teachers, Anderson acted as their spokesman. Throughout the 1976-1977 school year, Anderson was the grievance spokesman for Complainant. However, there is no evidence that Walker knew this fact until after Anderson's non-renewal.

Upon the basis of the above Findings of Fact, the Examiner makes the following

CONCLUSION OF LAW

The District violated Section 111.70(3)(a)(1) and (3) of MERA by non-renewing Anderson because of Anderson's concerted protected activities.

Based upon the above and foregoing Findings of Fact and Conclusion of Law, the Examiner makes and issues the following

ORDER

IT IS ORDERED that Respondent, its officers and agents, shall immediately:

- (1) Cease and desist from non-renewing John Anderson or any other employees, in part because they have filed grievances.
- (2) Take the following affirmative action which the Examiner finds will effectuate the policies of the Municipal Employment Relations Act:
 - (a) Offer to reinstate John Anderson to his former or substantially similar position without prejudice to his seniority or other rights or privileges, and make him whole for any loss of pay he may have suffered by reason of prohibited practice, by payment to him of a sum of money including all benefits, which he would have received from the time of his termination to the date of any unconditional offer of reinstatement, less any amount of money that he earned or received (including unemployment compensation) that he otherwise would not have earned. Any offset for unemployment compensation received should be remitted to the Unemployment Compensation Division of the Department of Industry, Labor and Human Relations of the State of Wisconsin.
 - (b) Notify all employees by posting in conspicuous places in its offices where employees are employed, copies of the notice attached hereto and marked Appendix "A". That notice shall be signed by the Respondent 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 the Respondent to ensure 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 from the date of this Order as to what steps it has taken to comply herewith.

Dated at Madison, Wisconsin this 9th day of February, 1978.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By


Amedeo Greco, Examiner

APPENDIX A

Notice to All Employees

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 employees that:

1. WE WILL immediately offer to reinstate employe John Anderson to his former or substantially equivalent position and we will make him whole for any loss of pay he suffered as a result of his termination.
2. WE WILL NOT non-renew or otherwise discipline employees in part because they have filed grievances.

By _____
New Auburn Jt. School Dist. No. 11

Dated this _____ day of _____, 1978.

THIS NOTICE MUST REMAIN 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,
CONCLUSION OF LAW AND ORDER

The primary issue herein is whether Respondent non-renewed Anderson because of Anderson's concerted activities, with Complainant asserting, and Respondent denying, that such was the case.

At the outset, it must first be noted that it is the Complainant who has the burden of proving by a clear and satisfactory preponderance of the evidence that Respondent's non-renewal of Anderson was based, at least in part, because Anderson had engaged in concerted protected activities. 2/ To prevail, Complainant must therefore establish that Anderson engaged in such activities and that Respondent had knowledge of such activities, that Respondent bore animus against Anderson because of such activities and that, finally, Respondent's stated reasons for non-renewing Anderson were pretextual in nature, and that one of the reasons for the non-renewal was based on the fact that Anderson had engaged in concerted protected activities.

With reference to Anderson's activities, it is clear that Anderson filed three separate grievances before he was non-renewed and that he indicated that he might file yet one more. Since employees do have the statutory right to grieve over such matters, such activity was protected under MERA. 3/ Since Walker knew of such grievances, Respondent obviously had knowledge of Anderson's concerted protected activities.

Turning to the question of animus, the record shows that Walker advised Anderson on January 25, 1977, just five days after Anderson filed his third grievance, that he would be non-renewed. At that time, Anderson indicated that he was withdrawing his earlier January 20, 1977 grievance. According to Anderson, Walker was surprised at that fact, and replied, "Well, if your teaching improves within a week or two I won't non-renew you."

Although Walker denied making this latter statement, his denial is discredited. Instead, the Examiner credits Anderson's account of this meeting. In doing so, the Examiner concludes, based primarily on the respective demeanor of the two witnesses, that Anderson was the more credible witness.

Having therefore found that Walker made the foregoing statement, it is clear that Walker's remark was based on the fact that Anderson had withdrawn his latest grievance. For, the necessary implication of the remark was that Walker would reconsider his non-renewal decision in light of Anderson's dropping of the grievance. That being so, it can be inferred, and I so find, that Walker was very concerned over Anderson's prior grievance activity and that such activity must have played an adverse role in Walker's decision to non-renew Anderson. In so finding, the Examiner notes that Walker chose to try to hide his true motivation for making this statement

2/ St. Joseph's Hospital (8787-A, B) 10/69; Earl Wetenkamp d/b/a Wetenkamp Transfer and Storage (9781-A, B, C) 3/71, 4/71, 7/71 and A.C. Trucking Co., Inc. (11731-A) 11/73.

3/ Indeed, Respondent acknowledges on page 1 of its reply brief that such activity was protected.

by denying that he said it. Based upon the totality of this record, it is therefore logical to assume that Walker's true motivation was an illegal one, one which Walker did not want to come to light for fear that it would expose the true reason for his non-renewal of Anderson.

Standing alone, the above clearly shows that Walker resented Anderson's grievance activities. Another example of such resentment, albeit not so direct, was Walker's earlier exchange with Anderson in September 1976. At that time, Anderson said that he would file a grievance if he did not receive added compensation for his extra-curricular duties. In this connection, Walker conceded that Anderson in fact was not required to accept such extra-curricular assignments. 4/ Yet, despite that fact, Walker, who was under the mistaken belief that such activities had to be performed, responded to Anderson by saying that he would be non-renewed if he did not accept the extra-curricular assignments. However, since Anderson never indicated that he would not perform such activities, 5/ there certainly was no reason for Walker to threaten him with non-renewal. Here, it can be inferred that Walker did so because he resented the fact that Anderson had threatened to file a grievance over the matter.

Additionally, it is of some significance that Walker wrote on his copy of a March 14, 1977 letter to Anderson the notation "Should be done with him." Walker was unable to cite any other example of where any other similar such notation was made on the file of any other teachers. Walker attempted to justify the latter fact on the grounds that he had not had time to make similar notations for other teachers and because grievances were pending for other teachers. The Examiner discredits this proffered explanation as it fails to adequately explain why no such notation was made on the files of those teachers who were slated for non-renewal, but who were kept on as regular teachers. Accordingly, it can be inferred that the above cited notation reflected Walker's hostility towards Anderson. In light of the record herein, which shows that Walker resented Anderson's grievance activities, it is logical to assume that such hostility was directed towards Anderson's grievance activities.

As the foregoing establishes that Anderson was engaged in protected concerted activities and that Walker resented such activities, it is now appropriate to consider the reasons for Respondent's non-renewal of Anderson.

In this connection, the Examiner has disregarded all incidents relating to Anderson which occurred after Walker decided to non-renew Anderson, as such incidents had no bearing on Walker's non-renewal decision. Left, then, are the four reasons which Walker gave to Anderson on January 25, 1977 as to why Anderson would be non-renewed: "(1) job too demanding; (2) attitude towards people and theirs toward him created problems; (3) admin. cooperation; and (4) the break in the relationship would be good for him and the District."

As to point (1), the claim that the job was too demanding, the record shows, as noted in Finding of Fact 17 above, that Anderson maintained a very heavy work schedule during the 1976-1977 school year. Accordingly, it is not at all surprising that Anderson occasionally asked to be relieved of some of his duties, particularly study hall duty, so that he could turn his attention to his other duties.

4/ TR. p. 84.

5/ This finding is based on Anderson's credited testimony.

Such requests for help, however, are a far cry from the claim that Anderson's job was too demanding. To the contrary, the record shows that Anderson performed many extra-curricular assignments, even though he was not required to perform them. Indeed, Wiswall himself noted this in his December 21, 1977 evaluation wherein he noted that Anderson had "shown a willingness to put forth extra effort."

As to point (2), Anderson's attitude towards fellow staff members, Walker admitted that he could not recall any specifics of where other staff employees complained of Anderson's attitude. 6/ Absent any such specificity, and in light of the entire record, the Examiner finds that there is no evidence to support this allegation and that it is pretextual in nature.

As far as administrative cooperation, point (3), Walker was able to recall only a few instances of where Anderson failed to turn in grades on time, to keep proper attendance, to follow correct disciplinary procedure, to maintain lesson plans, etc. However, while Anderson occasionally erred in such small matters, there is absolutely no evidence that Anderson willfully engaged in such conduct. Moreover, the record shows that after these matters were brought to his attention, Anderson corrected the problems. Thus, a reading of Wiswall's December 21, 1976 evaluation shows that Anderson had corrected almost all of the problems earlier noted by Walker.

Turning to point (4), the claim that a break in the relationship would be good for Anderson and the District, such a claim is conclusionary at best and it does not constitute a valid basis for non-renewing a teacher who, as noted below, was very capable.

In addition, the record shows that neither Walker nor Wiswall had any complaints over Anderson's actual teaching or the quality of the music which he helped produce. Indeed, one witness, Juanita Torgenson, President of the Music Parents Organization, testified that Anderson was always cooperative and that the caliber of concerts was excellent. Another witness, music teacher, June Carlson, who was not a member of the Union, testified that the music program under Anderson was very good.

In view of the above, and the totality of the record, it certainly appears that Anderson was a very dedicated and capable teacher, especially when one remembers that he carried a very heavy workload and that the 1976-1977 school year marked his first full year of teaching.

As a result, there is only one remaining basis for criticizing Anderson, Respondent's claim that Anderson failed to exercise sufficient control over the choral groups, a point which was noted in Wiswall's December 21, 1976 evaluation. Yet, in this connection, it also appears that others have had difficulty in disciplining choral groups and that this was not a problem which was unique to Anderson. Furthermore, since neither Wiswall nor Walker formally evaluated Anderson after December 21, 1976, it is difficult to see how either of them could thereafter have formed a valid basis for deciding whether Anderson's discipline of students improved. The only possible such evidence was an occasion when students threw peanuts in class in January, 1977. However, since Anderson immediately corrected that situation by referring the disruptive students to Walker, Anderson can hardly be faulted for that incident. On another occasion, Anderson, with Walker present, apparently told some students to "leave if they don't like it." While such a statement may reflect the reaction

6/ TR. p. 95.

of an inexperienced teacher, it is highly questionable as to whether, standing alone, it constitutes a valid grounds for non-renewal. That is especially so when one remembers that Wiswall on December 17, 1976 praised Anderson for the manner in which the choir had performed on a television program. Furthermore, Wiswall on February 3, 1977 stated that Anderson had acted properly in breaking up a fight. These latter two incidents certainly show that Anderson was capable of exercising correct discipline.

Reviewing the above, it must be concluded that Respondent, at best, had only tenuous grounds for non-renewing Anderson. However, even if one were to assume arguendo that sufficient grounds did exist to warrant Anderson's non-renewal, that does not end the matter if it can be proven that Anderson was also non-renewed, at least in part, because he engaged in protected concerted activities. For, as noted in Muskego-Norway Consolidated Schools v. Wisconsin Employment Relations Board, 35, Wis. 2d 540:

"An employee may not be fired when one of the motivating factors is his union activities no matter how many other valid reasons exist for firing him."

Here, as evidenced in their January 25, 1977 conversation, Walker resented the fact that Anderson had filed grievances and such resentment must have played a role in Walker's decision to non-renew Anderson. Furthermore, the Examiner notes that some of the reasons which Walker gave for his non-renewal decision were tenuous at best.

As the foregoing shows that Anderson had a right to engage in grievance activity and that Walker resented such activity, Walker therefore violated Section 111.70(3)(a)(1) and (3) of MERA when he decided to non-renew Anderson, at least in part, because of such activity. 7/ This is so even though Respondent's Board of Education may not have bore any such similar animus against Anderson. 8/

To rectify that conduct, Respondent shall take the remedial action noted above.

Dated at Madison, Wisconsin this 9th day of February, 1978.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By Amedeo Greco
Amedeo Greco, Examiner

7/ See Muskego-Norway, Supra.

8/ Stanley-Boyd Area Schools, Decision No. 12504-B, C, (4/76), affirmed Circuit Court (10/76) wherein the Commission and the Court agreed that a decision to discharge an employee was unlawful, even if only some of those participating in the decision were motivated by discriminatory anti-union considerations.

