

STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

NORTHWEST UNITED EDUCATORS,	:	
	:	
Complainant,	:	Case VI
	:	No. 22336 MP-809
vs.	:	Decision No. 16030-B
	:	
TURTLE LAKE SCHOOL DISTRICT,	:	
	:	
Respondent.	:	
	:	

Appearances:

Mr. Alan D. Manson, Executive Director, Northwest United Educators, appearing on behalf of Complainant.
 Losby, Riley & Farr, S.C., Attorneys at Law, by Mr. James M. Ward, appearing on behalf of Respondent.

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

Northwest United Educators filed a complaint of prohibited practices with the Wisconsin Employment Relations Commission on December 12, 1977 alleging that Respondent had violated section 111.70(3)(a)5 of the Municipal Employment Relations Act by not complying with the collective bargaining agreement. The Commission appointed Amedeo Greco, a member of its staff, to act as Examiner and to make and issue Findings of Fact, Conclusions of Law and Order as provided in Sections 111.70(4) and 111.07, Wisconsin Statutes. Prior to hearing, the Commission vacated said appointment and appointed Duane McCrary as Examiner. Hearing in the matter was held in Turtle Lake, Wisconsin on January 17, 1978. At hearing the Complainant amended its complaint to include an allegation that Respondent had violated 111.70(3)(a)4 of the Municipal Employment Relations Act. Post hearing briefs were submitted by the Complainant and Respondent. The Examiner having considered the evidence and arguments presented by the parties, makes and issues the following Findings of Fact, Conclusion of Law and Order.

FINDINGS OF FACT

1. Complainant, Northwest United Educators, is a labor organization, having its principal office at 16 West John Street, Rice Lake, Wisconsin, and is the exclusive collective bargaining representative of all instructional staff engaged in teaching, including classroom teachers, librarians, and guidance counselors employed by the Respondent, Turtle Lake School District.
2. Respondent, Turtle Lake School District, is a public school district and a municipal employer having its principal offices at Turtle Lake, Wisconsin. Mr. Douglas Hendrickson is employed by the Respondent in the capacity of District Administrator and as such, acted as Respondent's agent.
3. That Respondent and Complainant were parties to a collective bargaining agreement which by its terms began on August 15, 1975 and continued until August 14, 1977; and said collective bargaining agreement contained the following provisions:

VII. ASSIGNMENTS AND REASSIGNMENTS

. . .

D. The Board shall make a determined effort to list . . . co-curricular assignments on the individual teacher's contract and the Board shall make subsequent changes only after consulting with the teacher involved. All co-curricular assignments (coaching, etc.) as listed on the contract shall be agreed to by April 15th of the preceding school year.

. . .

VIII. DISCIPLINE PROCEDURE

A. No teacher shall be discharged, non-renewed, suspended, reduced in rank or compensation without cause.

. . .

XXVI. CO-CURRICULAR SCHEDULE

	<u>75-76</u>	<u>76-77</u>
Visual Aids	\$200.00	\$210.00

. . .

4. That the position of Visual Aids Coordinator, hereinafter VAC, has been a paid co-curricular position of the Respondent since at least the 1965-1966 school year; that Dennis Kragness held the position of Visual Aids Coordinator at the elementary school during the 1971-1972 and 1972-1973 school years; that Mrs. Helen Larrabee assumed the VAC position at the elementary school in the fall semester of 1974 and has occupied said position to the present; that Mrs. Larrabee filed a grievance in October, 1975 concerning compensation for the VAC position and the Board granted the grievance by paying Mrs. Larrabee the sum of \$137 for the 1974-1975 school year; and that Mrs. Larrabee was not consulted by the District in the spring of 1977 relative to the VAC position being dropped from her annual employment contract which was offered to her in March 1977.

5. That Mr. John Fitzgerald during the 1975-1976 school year assumed the VAC position at the high school; that his successor, Pat Swerkstrom, assumed the duties of the VAC position in the fall of 1976 and continues to perform in the VAC capacity without pay; and that Pat Swerkstrom has not filed a grievance with respect to being compensated for performing VAC duties.

6. That on April 15, 1977 the Complainant filed a grievance with the Respondent which alleged that certain co-curricular positions, as well as extended contracts, were not contained in contracts offered to certain teachers in violation of the collective bargaining agreement; that on April 28, 1977 the grievance filed on April 15, 1977 was amended by the Complainant to allege that certain teachers were issued teaching contracts on March 14, 1977 which did not contain listed co-curricular assignments, in violation of the agreement; that Helen Larrabee was among the teachers listed in the group grievance; that the Municipal Employer denied the grievance on May 31, 1977; that the instant complaint contains allegations of prohibited practices only with respect to Mrs. Larrabee.

7. That the decision to include the VAC duties as part of Mrs. Larrabee's regular teaching duties relates to the management of the school system and to basic educational policy.

8. That the impact of the policy concerning the performance of VAC duties described in Finding of Fact No. 7 affects the wages and conditions of employment of Mrs. Larrabee, who is represented by the Complainant.

9. That at all times material herein, Respondent has refused to bargain with Complainant regarding its decision to include the VAC duties as part of Mrs. Larrabee's regular teaching duties.

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

CONCLUSIONS OF LAW

1. That the Respondent did not violate the collective bargaining agreement by including the Visual Aids Coordinator's duties as part of Mrs. Larrabee's regular teaching duties and thus, Respondent did not violate Section 111.70(3)(a)5 of the Municipal Employment Relations Act.

2. That Respondent has refused to bargain with Complainant over its decision to include the Visual Aids Coordinator's duties as part of Mrs. Larrabee's regular teaching duties and that, therefore, Respondent has committed a prohibited practice within the meaning of Section 111.70 (3)(a)4 of the Municipal Employment Relations Act.

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

ORDER

1. Inasmuch as the Complainant and Respondent have bargained to impasse concerning whether the Visual Aides Coordinator position is entitled to co-curricular pay and the matter is now pending before a mediator-arbitrator, the Respondent shall be required to comply with the mediator-arbitrator's Award. 1/
2. Further, the Respondent shall take the following affirmative action which the Examiner finds will effectuate the policies of the Municipal Employment Relations Act:
 - a. Notify all employes by posting in conspicuous places in its offices where bargaining unit employes are employed copies of the notice attached hereto and marked "Appendix A." That notice shall be signed by 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.
 - b. 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 9th day of March, 1979.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By *Duane McCrary*
Duane McCrary, Examiner

1/ School District of Turtle Lake, Case VII, No. 22542, MED/ARB-24.

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 employes that:

1. WE WILL IN THE FUTURE BARGAIN COLLECTIVELY regarding the impact of policy decisions which affect wages, hours and conditions of employment with Northwest United Educators as the exclusive representative of all instructional staff engaged in teaching, including classroom teachers, librarians, and guidance counselors.
2. 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 _____
Turtle Lake School District

Dated at _____, Wisconsin this _____ day of _____, 1979