

STATE OF WISCONSIN
BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

TOMORROW RIVER EDUCATION :
ASSOCIATION, :
 :
Complainant, :
 :
vs. : Case IV :
 : No. 32488 MP-1532 :
SCHOOL DISTRICT OF THE : Decision No. 21329-B :
TOMORROW RIVER, :
 :
Respondent. :
 :

Appearances:

Ms. Melissa A. Cherney, Staff Attorney, Wisconsin Education Association Council, 101 West Beltline Highway, P.O. Box 8003, Madison, WI 53708, appearing on behalf of the Complainant.
Mr. William G. Bracken, Consultant, Wisconsin Association of School Boards, Box 160, Winneconne, WI 54986, appearing on behalf of the Respondent.

ORDER DENYING MOTION TO CLARIFY ORDER

The undersigned Examiner having, on June 29, 1984, issued Findings of Fact, Conclusion of Law and Order 1/ in the above captioned matter, wherein it was concluded that Respondent had committed prohibited practices within the meaning of Secs. 111.7(3)(a)4 and 1 of the Municipal Employment Relations Act; and the Respondent having been ordered to cease and desist from failing to maintain the status quo by not granting eligible teachers the experience increment in accordance with the salary schedule contained in the expired agreement; and the Respondent having, on July 11, 1984, filed a motion to clarify the Order in the matter; and the Examiner having reviewed the matter, issues the following

ORDER

IT IS ORDERED That the Motion to Clarify ORDER is denied.

Dated at Madison, Wisconsin this 13th day of July, 1984.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By Lionel L. Crowley
Lionel L. Crowley, Examiner

1/ Decision No. 21329-A

MEMORANDUM ACCOMPANYING
ORDER DENYING MOTION TO CLARIFY ORDER

The Examiner has reviewed the decision in the matter and concludes that the decision is clear on its face and speaks for itself. The Respondent, in its Motion to Clarify Order, states as follows:

"Specifically, a summe(sic) that the contract expires on June 30, 1984, and that no settlement is reached on the terms of the 1984-85 agreement. If the district did not move eligible teachers horizontally (i.e. those teachers who earned sufficient credits to be placed in a new salary lane) would the district be in violation of your order if it also did not move eligible teachers vertically (i.e., those teachers who have an additional year of experience and are not at the top of a salary lane)?"

The Respondent's question is hypothetical and concerns maintenance of the status quo at the expiration of the 1983-84 agreement. The Examiner's decision was based on evidence presented with respect to the status quo at the expiration of the 1981-83 collective bargaining agreement and this decision does not require any clarification. The status quo after a subsequent contract term is dependent on a number of factors including contract language, past practice, negotiating history, etc., and thus, even if clarification of the Order were necessary, it would not appropriately answer the Respondent's hypothetical question. Therefore, for these reasons, the Examiner has denied Respondent's Motion to Clarify Order.

Dated at Madison, Wisconsin this 13th day of July, 1984.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By Lionel L. Crowley
Lionel L. Crowley, Examiner