

GRAFTON SCHOOL DISTRICT


MEMORANDUM ACCOMPANYING ORDER
DENYING MOTION TO STRIKE

The District's Answer in Case 5 contends that many of the claims contained in Appendix 1 of the Association's amended complaint are not matters subject to the prohibited practice complaint process because they do not violate any of the "appropriate specifications attached to" the parties 1987-90 contract. Cited by way of example are the following allegations contained in said Appendix: that CIGNA was "slow to pay", "slow to process", "requested duplicative information", sent payment to the employe rather than the (health care) provider, applied the deductible monthly rather than quarterly and that a CIGNA employe was rude. The District requests that the Examiner strike from Appendix 1 all claims for which the Association cannot cite a specific provision in the "appropriate specifications attached to" the parties' 1987-90 contract. This request is treated herein as a motion to strike.

The claims contained in the Appendix referred to above simply put the District and CIGNA on notice what allegations may be addressed at hearing. No statutory or legal authority has been cited by the District to support its contention that these claims should be stricken without a hearing. This is a contested case within the meaning of Ch. 227, Stats., and the Association has the right to an evidenciary hearing in order to present evidence in support of their claims. In the absence of a complete record, the Examiner cannot conclude that there are no facts that could be developed that would support a finding of a contractual violation in these circumstances. Therefore, since it cannot be said with certainty that there are no factual circumstances under which the Association's claims could constitute a contractual violation, the District's motion to strike has been denied.

Dated at Madison, Wisconsin this 12th day of January, 1989.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By 
Raleigh Jones, Examiner