

STATE OF WISCONSIN
CIRCUIT COURT IV
FOND DU LAC COUNTY

CAMPBELLSPORT SCHOOL DISTRICT, et al.,
Plaintiff,

vs.

WERC,
Defendant.

Case No. 94CV518
Decision No. 27578-C

DECISION

This matter has been submitted to this Court for de novo review. The parties have submitted briefs and although one of the party's requested oral argument they have indicated a waiver of that request. This written decision is being tendered in lieu thereof.

The subject for judicial review is a decision of the Wisconsin Employment Relations Commission rendered August 17, 1993. An arbitrator had been selected to issue an award involving the two year collective bargaining contract between the parties to this review. The Department of Justice has advised this Court that the Commission's order is not subject to judicial review under ch. 227, Stats, alleging that the District does not have a substantial interest which is adversely affected by the Commission's order. To determine whether this Court has jurisdiction to review is pinioned upon what issue is being raised.

The facts for review are not in dispute. The collective bargaining process in this case required an interest arbitrator to resolve their differences. The offer was to cover 1992-1993 as one year and 1993-1994 as the second year of the contract. Each was to submit an offer and the arbitrator would select one in a "all or nothing" approach. Before the decision was rendered, new legislation was passed which allowed the District to issue an offer that was not subject to interest arbitration. The impact of this legislation fell upon the year 1993-1994. The new requirement provided for a minimum economic offer of 2.86%. This figure was exceeded by the District's offer of 5.91 % which would cover 1992-1993 period. In essence they do not want to be bound by this figure for the 1993-1994 period. The decision issued by the Commission covered both periods and was subsequent to the new legislation effective date of July 1, 1993. 1993 Wisconsin Act 16 provided that you cannot proceed to interest arbitration on economic issues after the act became effective.

Based upon these findings this Court finds that it does have jurisdiction to review matters of statutory construction. State ex rel. Newspapers, Inc. v. Showers, 135 Wis. 2d 779 859 398 N.W. 2d 1549 158 (1987). I further find that the District's analysis of sec. 111.70(2x) is a reasonable statutory analysis and supports their conclusion that each period be addressed according to pre July 1, 1993 law for the 1992-1993 period, and post July 1, 1993 law for the 1993-1994 period. Of

significance is the effective date of the act, July 1, 1993, and the fact that no decision was forthcoming until August 17, 1993. Statutory analysis begins with an examination of the statute itself to determine whether the language is clear or ambiguous. De Bruin v. State, 140 Wis. 2d 631, 635, 412 N.W. 2d 130, 131 (Ct. App. 1987). If the language is clear, a court must give effect to the plain meaning. DNR v. Wisconsin Power & Light Co., 108 Wis. 2d 403t 4089 321 N.W. 2d 286t 288 (1982). Statute Sec. 111.70 (2x) clearly states what takes place with pending arbitrations. There is nothing ambiguous about the effective date of the act. If a statute is clear and unambiguous, we must apply its plain meaning without resorting to rules of statutory construction. State v. Krause, 161 Wis. 2d 9199 9269 469 N.W. 2d 2419 244 (Ct. App. 1991). This Court may not search for ways to find a statute ambiguous when its terms are clear. Dickie v. City of Tomah, 160 Wb. 2d 20, 259 465 N.W. 2d 2629 263-64 (Ct. App. 1990).

Other arguments have been set forth addressing constitutional concerns which will not be addressed in this opinion. In that this Court has determined the statute to be unambiguous it will not undertake to address those points.

It is the decision of this Court that the Commission's decision be reversed, ordering the periods to be divided: with the Commission to determine the dispute for 1992-1993 period, and that the Commission return the offers for 1993-1994 period to the parties for negotiations under the new provisions of law.

Dated: February 6, 1995

/s/ Steven W. Weinke
Steven W. Weinke
Circuit Judge

Mailed copies this 7th day of February, 1995 by cab.