

STATE OF WISCONSIN  
CIRCUIT COURT BRANCH I  
CHIPPEWA COUNTY

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CADOTT EDUCATION ASSOCIATION,

Petitioner,

vs.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION,

Respondent.

MEMORANDUM DECISION  
94 CV 245

**[Decision No. 27775-C]**

[NOTE: This document was re-keyed by WERC. Original pagination has been retained.]

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The Cadott Education Association seeks judicial review of a decision by the Wisconsin Employment Relations Commission affirming a hearing examiner's dismissal of the Association's prohibited practice complaint. This court agrees with the WERC and finds no duty to bargain on the issue in question. Therefore, the petition is dismissed.

**FACTS**

On November 26, 1992, Cadott teacher Andy Edgell was paid for Thanksgiving Day, but his sick leave was docked one day pursuant to an unwritten school district policy of assessing one day's sick leave for holidays if the employee missed both the day before and the day after the holiday. The district also applied the same sick leave policy to days when the schools were closed because of bad weather.

The Association grieved this practice, and the district denied the grievance. Eventually the Association filed a prohibited practice complaint with the WERC. Following a hearing, the hearing examiner dismissed the complaint finding that the district had no duty

to bargain with the Association regarding eligibility for holiday pay. Upon appeal, the WERC affirmed the hearing examiner's decision.

## **ISSUE**

Is the decision of the Wisconsin Employment Relations Commission reasonable and rational?

## **ANALYSIS**

This case is an appeal of a decision by the WERC. Therefore, this court does not try the case independently, but instead must ascertain whether or not the findings of fact by the hearing examiner are supported by a reasonable interpretation of the evidence. If so, those findings of fact must stand. The court must also ascertain whether or not the legal interpretation of law by the WERC is reasonable. Although the Circuit Court is not bound by the legal analysis of the WERC, it must give deference to that analysis, particularly if the analysis involved represents a longstanding legal interpretation by the WERC.

Since 1978 the WERC has held that if a union and employer have discussed an issue that is a mandatory subject of collective bargaining, then the employer need not engage in further bargaining on that issue during the term of the contract. Janesville Schools, Dec. No. 15590-A (Davis, 1/78), aff'd by operation of law [WERC, 2/78]. The WERC relied upon the holding in that decision in arriving at its decision in this case.

In this case, the employment contract provides for three paid holidays, Labor Day, Thanksgiving Day and Memorial Day. The contract says nothing else about holiday pay. The contract also provides that the district may establish reasonable work rules. The

Association has not challenged the rules regarding eligibility for holiday pay as unreasonable, but instead has argued that these rules are a mandatory subject for collective bargaining because they were not discussed during contract negotiations. The WERC found that because the contract covers holiday pay, and because the contract as a whole permits the district to make reasonable work rules, that the required mandatory bargaining has taken place, and that no further bargaining is required during the term of this contract. A rationale for its conclusion is that although the parties engaged in bargaining on holiday pay, it would be impossible for the negotiators to cover every possible situation during negotiations. Therefore, the failure of the negotiators to have covered specific eligibility for holiday pay is insufficient grounds to require additional collective bargaining.

## **CONCLUSION**

I find that this analysis is reasonable and not contrary to the law in Wisconsin. Although the school district may have been remiss for not making more clear its policy eligibility for holiday pay, this case involves bargaining rights, not fairness. Therefore, I affirm the decision of the WERC.

Dated this 10th day of January, 1995.

BY THE COURT

Roderick A. Cameron /s/  
RODERICK A. CAMERON  
CIRCUIT JUDGE