

STATE OF WISCONSIN  
CIRCUIT COURT  
RACINE COUNTY  
BRANCH IV

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RACINE EDUCATION ASSOCIATION,  
Petitioner,

-vs-

WISCONSIN EMPLOYMENT RELATIONS  
COMMISSION,  
Respondent.

DECISION  
00CV1060

[Decision No. 29659-C]

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

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**FACTS**

Unified School District had some inservice issues over which it wanted to bargain with Racine Education Association during the terms of the parties' July 1, 1997 through July 30, 1999 contract. Two bargaining sessions over these issues, one in February and one in March of 1999, did take place.

The district thought that an agreement had been reached and wrote a letter on March 17 confirming what it thought the agreement was. The association did not respond to the district's written proposal, and subsequently Mr. Ennis notified the district that they would not bargain on these issues except in the context of the overall settlement of the 1999 to 2001 contract. By letter dated June 10, 1999, the district advised the association it believed the parties had reached an impasse and therefore was implementing its inservice proposal.

The association filed a prohibitive practices complaint with the commission asserting that the district could not unilaterally implement the inservice training proposal because the parties had not reached an impasse.

The examiner concluded the parties had, in fact, reached an impasse and therefore the district did not violate its bargain by unilaterally implementing its proposal. The commission determined that an impasse had not been reached, but that the association's failure to continue negotiations violated the duty to bargain under Wisconsin Statutes Section 11.70(1)(a) and 111.70(3)(b)3. The third commissioner concurred with the commission's decision, but did so on the basis that an impasse had been reached and not on the basis of failure to bargain.

### **DECISION**

The commission's findings of fact must be affirmed if they are supported by substantial evidence. That is the standard that the Court must apply to this case. The reason that the Court must defer to the commission is that in certain areas, the commission has much more expertise and knowledge in these types of matters. This is one of those cases.

The Court finds that even though the commissioners reached their decision in a different manner, there was a substantial basis not only for the finding of the two commissioners in the majority, but also a substantial basis in the facts to support the finding of the third commissioner.

The real question in this case was whether the school district had a right to implement its inservice training program in any manner that you look at the facts they did. The findings of the commission are affirmed.

Dated December 13, 2000.

BY THE COURT:

Emmanuel J. Vuvunas /s/

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Hon. Emmanuel J. Vuvunas

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