

STATE OF WISCONSIN
BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

GEORGE A. MUDROVICH, Complainant,

vs.

**WISCONSIN EDUCATION ASSOCIATION COUNCIL,
and CENTRAL WISCONSIN UNISERV COUNCILS,
and D.C. EVEREST TEACHERS ASSOCIATION**, Respondents.

Case 56
No. 59584
MP-3710

Decision No. 31781-C

Appearances:

Mr. George A. Mudrovich, 1308 Marquardt Road, Wausau, Wisconsin 54403, appearing on his own behalf.

Mr. Michael D. Phillips, Legal Counsel, Wisconsin Education Association, 33 Nob Hill Drive, P.O. Box 8003, Madison, Wisconsin, 53708-8003.

ORDER DISMISSING AMENDED COMPLAINT

On January 18, 2001, George A. Mudrovich (herein Complainant) filed a complaint with the Wisconsin Employment Relations Commission (herein Commission) alleging that the Wisconsin Education Association, Central Wisconsin Uniserv Councils and D.C. Everest Teachers Association, (herein collectively Respondent) committed prohibited practices within the meaning of Section 111.70(3)(b), Stats. by not fairly representing him with respect to grievances he filed June 5, 1998, and July 7, 1998, against his former employer, D.C. Everest School District (herein Employer). The Commission appointed Stanley H. Michelstetter, II, a member of its staff to act as Hearing Examiner in this matter by order dated August, 10, 2006. The Examiner held a hearing in the above matter in Mosinee, Wisconsin, on August 19 and

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20, 2008, during the course of which all matters in dispute were resolved. The Examiner is satisfied that based upon the settlement of the parties, the Amended Complaint filed herein shall be dismissed.¹

NOW, THEREFORE, it is

ORDERED

That the Amended Complaint filed herein be, and the same hereby is, dismissed.

Dated at Madison, Wisconsin, this 22nd day of August, 2008.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

Stanley H. Michelstetter II /s/

Stanley H. Michelstetter II, Examiner

¹ Complainant withdrew his amended complaint on the record at hearing subject to two conditions subsequent. The first was that the parties enter into an acceptable written settlement agreement. The parties did execute a written settlement agreement in the presence of the Examiner. The second was that Respondent pay Complainant the amount agreed-upon. The Examiner will entertain a motion to reopen should that amount not be paid.

