STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS BOARD

In the Matter of the Petition of

IOCAL 1756, WAUPACA COUNTY HIGHWAY EMPLOYEES UNION, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO Case I No. 10670 ME-231 Decision No. 7505

Involving Employes of

CITY OF NEW LONDON

Appearances:

Mr. James M. Miller, Representative, Local 1756, Waupaca County Highway Employees Union, American Federation of State, County and Municipal Employees, AFL-CIO, for the Petitioner.

Mr. Sigurd W. Krostue, City Attorney, and Mr. Wilmer Schlafer, Mayor, for the Municipal Employer.

DIRECTION OF ELECTION

Local 1756, Waupaca County Highway Employees Union,
American Federation of State, County and Municipal Employees,
AFL-CIO having petitioned the Wisconsin Employment Relations Board
to conduct an election pursuant to Section 111.70 of the Wisconsin
Statutes, among certain employes of the City of New London; and
a hearing on such petition having been conducted at New London,
Wisconsin, on February 16, 1966, by Howard S. Bellman, Examiner;
and the Board having considered the evidence and being satisfied
that a question has arisen concerning representation for certain
employes of the Municipal Employer named above;

NOW, THEREFORE, it is

DIRECTED

That an election by secret ballot shall be conducted under the direction of the Wisconsin Employment Relations Board within sixty (60) days from the date of this Directive in the collective bargaining unit consisting of all employes of the Department of Public Works of the City of New London, excluding supervisors and craft employes, who were employed by the Municipal Employer on

February 16, 1966, except such employes as may prior to the election quit their employment or be discharged for cause for the purpose of determining whether a majority of such employes desire to be represented by Local 1756, Waupaca County Highway Employees Union, American Federation of State, County and Municipal Employees, AFL-CIO for the purposes of conferences and negotiations with the above named Municipal Employer on questions of wages, hours and conditions of employment.

Given under our hands and seal at the City of Madison, Wisconsin, this 7th day of March, 1966.

WISCONSIN EMPLOYMENT RELATIONS BOARD

By_

Morris Slavney, Chairman

Arvid Anderson, Commissioner

Zel \$. Rice II, Commissioner

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MEMORANDUM ACCOMPANYING DIRECTION OF ELECTION

At the hearing the parties agreed to the propriety of the bargaining unit described in the attached Direction. They further agreed to the unit placement and eligibility of the present employment complement with a single exception. The Union contended that Harold Kitowski was an eligible employe properly included in the unit, while the Municipal Employer took the position that Kitowski might be a supervisor properly excluded from the unit and requested that the Board make a determination in regard to Kitowski.

At the date of the hearing, Kitowski had worked for the Municipal Employer for approximately 18 months. During that period he was generally employed as a truck driver, except that from about mid May 1965 until early December 1965, the construction season, 65% of his working time was devoted to his functioning as a "concrete construction foreman". Kitowski is expected to return to this seasonal dual-function capacity in May 1966. It is apparently agreed that if any supervisory status exists, it is in regard to this seasonal capacity and not in connection with the truck driving function during any period of the year.

Kitowski is paid at the truck driver's rate even when serving in his other capacity. That rate is not in excess of the rate

received by some other members of the concrete construction crew. Further, he enjoys terms and conditions of employment substantially identical to those of the employes in the unit.

When acting as "concrete construction foreman", Kitowski does the same construction work as is done by the five to ten concrete construction employes except that about 20% of his time in that capacity is occupied by overseeing duties. These duties include assigning the crew members to their respective tasks and job sites and in inspecting their work performance.

Although Kitowski is authroized to discipline members of his crew, the character of his duties and his rate of pay satisfies us that he is a working foreman while he is functioning as a "concrete construction foreman" and therefore is to be considered among the eligibles to vote. It is understood that the position of "concrete construction foreman" is to be included in the collective bargaining unit.

Dated at Madison, Wisconsin, this 7th day of March, 1966.

WISCONSIN EMPLOYMENT RELATIONS BOARD

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Morris Slavney, Chairman

Arvid Anderson, Commissioner

Zel S. Rice II, Commissioner