

STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

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 In the Matter of the Petition of :  
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 SHEBOYGAN COUNTY EMPLOYEES :  
 LOCAL 2427, AFSCME, AFL-CIO :  
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 Involving Certain Employes of : Case 5  
 : No. 37595 ME-121  
 : Decision No. 7671-A  
 SHEBOYGAN COUNTY :  
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Appearances:

Mr. Jack Bernfeld, Staff Representative, Wisconsin Council 40, AFSCME, AFL-CIO, 5 Odana Court, Madison, Wisconsin 53719, and Ms. Helen Isferding, Staff Representative, Wisconsin Council 40, AFSCME, AFL-CIO, 2323 North 29th Street, Sheboygan, Wisconsin 53081, appearing on behalf of the Union.

Mr. Alexander Hopp, Corporation Counsel, Sheboygan County, Sheboygan County Courthouse, 601 North 6th Street, Sheboygan, Wisconsin 53081, appearing on behalf of the County.

FINDINGS OF FACT, CONCLUSIONS OF LAW  
AND ORDER CLARIFYING BARGAINING UNIT

Sheboygan County Employees Local 2427, AFSCME, AFL-CIO, having, on September 15, 1986, filed a petition requesting the Wisconsin Employment Relations Commission to clarify a bargaining unit of employes employed in the Sheboygan County Institutions, which include Sheboygan County Comprehensive Health Care Center, Rocky Knoll Health Care Facility, and Sunny Ridge Home, by including in that unit two bookkeepers; and the Petitioner having, on April 21, 1987, filed an amended petition to include in said unit four bookkeepers and three staffing coordinators; and said petition having been held in abeyance while the parties attempted to resolve the matter, and hearing in the matter having been conducted in Sheboygan, Wisconsin, on May 4 and June 30, 1987, before Examiner Jane B. Buffett, a member of the Commission's staff; and a stenographic transcript of the proceedings having been completed and received by August 3, 1987; and the parties having submitted post-hearing briefs which were received on October 12, 1987; and the Commission, being fully advised in the premises, makes and issues the following

FINDINGS OF FACT

1. That Sheboygan County, referred to herein as the County, is a municipal employer and maintains its principal offices at the Sheboygan County Courthouse, 601 North 6th Street, Sheboygan, Wisconsin 53081.

2. That Sheboygan County Employees Local 2427, AFSCME, AFL-CIO, referred to herein as the Union, is a labor organization and has its offices at 5 Odana Court, Madison, Wisconsin 53719.

3. That in Sheboygan County, Dec. No. 7671 (WERC, 9/66) the Commission certified the Union as the exclusive bargaining representative of County employes in the following unit:

All employes of Sheboygan County, Wisconsin, employed in the Sheboygan County Hospital, Sheboygan, Wisconsin, Rocky Knoll Sanitarium & Hospital, Plymouth, Wisconsin, and Sunny Ridge Home, Sheboygan, Wisconsin, excluding superintendents, assistant superintendents, Superintendent and Medical Director, Business Manager, registered nurses, confidential office employes and supervisors.

4. That the parties have been signatories to a succession of collective bargaining agreements; that the agreement covering the period January 1, 1985 through December 31, 1986 contained the following recognition clause:

The Employer recognizes the Union as the exclusive bargaining agent for all Sheboygan County Institutions (Sheboygan County Comprehensive Health Center, Rocky Knoll Health Care Facility and Sunny Ridge Home) employees but excluding Administrators, Assistant Administrator and Medical Director, Administrative Assistant, Director of Nursing Services, Registered Nurses, In-service Co-ordinator, Supervisor-Building Services, Supervisor-Food Services, Supervisor-Cleaning Services, Supervisor-O.T. Crafts, Director of Social Services, Social Worker Graduate, Bookkeepers, Social Services Secretary, Medical Technologists, Registered Occupational Therapist and Supervisors as defined by act, as certified by the Wisconsin Employment Relations Board (dated September 23, 1966);

and, that at the time of the hearing in this matter, the parties had reached a tentative settlement on a 1987-88 agreement without any changes in the recognition clause contained in the 1985-86 agreement.

5. That the recognition clause set forth in Finding of Fact 4 above, which excluded bookkeepers from the bargaining unit, resulted from negotiations leading to the parties' 1981-82 collective bargaining agreement; that at the time of said negotiations, there were two bookkeepers who were excluded from the bargaining unit, and four assistant bookkeepers who remained in the bargaining unit; that after the modification of the recognition clause, one assistant bookkeeper was promoted to bookkeeper; and that in 1985, the three remaining assistant bookkeepers were promoted to bookkeeper.

6. That on September 15, 1986, and by amendment on April 21, 1987, the Union petitioned the Commission to clarify the above-noted unit to include four of the six incumbents of the position of bookkeeper 1/ and to include the newly-created positions of staffing coordinator; that the County contends, contrary to the Union, a clarification of the bookkeeper position is barred by the parties' prior agreement, and in the alternative, that the bookkeepers are supervisory and confidential employes; and that the County maintains the staffing coordinators are sufficiently supervisory and confidential so as to be aligned with management.

7. That each of the three health care facilities employs two bookkeepers; that the bookkeepers' position description contains the following duties:

Processes monthly Medical Assistance and Private Pay bills through the data processing department.

Maintains accurate census information by level of care and funding source.

Prepares monthly budget analysis report, including statistical data.

Reconciles Accounts Receivable Ledger with the General Ledger control account.

Notifies residents or responsible party of changes in level of care as determined by the Nursing Staff for private pay patients.

Maintains accurate resident Medical Assistance information thru contract with County Social Services Department and other Facility departments.

Compiles all necessary information for submitting Physician's plan of care to the District Office for Medical Assistance residents.

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1/ The Union is not seeking the inclusion of the two employes who were bookkeepers at the time of the recognition clause modification: Edith Munnik and Kathryn Schleicher. Of the four bookkeepers at issue herein, three function as payroll bookkeepers and one functions as an accounts receivable bookkeeper.

Performs other duties such as preparing vouchers, writing receipts, preparing deposits, processing resident's funds, and preparing other pertinent reports as instructed by the supervisor.

Performs other duties as assigned.

8. That at each facility, both bookkeepers have general bookkeeping duties, but only one bookkeeper performs payroll duties and is informally referred to as the payroll bookkeeper whereas the second bookkeeper is referred to as the accounts receivable bookkeeper; that the payroll bookkeeper examines the attendance records for employes' pattern of absence and tardiness; that the payroll bookkeeper reports to her supervisor, the Administrative Assistant, said patterns following guidelines such as recurring day of the week or five days in a given period; that such reports have resulted in discipline, but that the supervisor, not the payroll bookkeeper, has the discretion to institute discipline; that the payroll bookkeeper answers her superior's questions regarding payroll grievances including such items as whether a doctor's excuse was received, or whether hours worked were call-in or regularly-scheduled hours; that the payroll bookkeeper received from her superior instruction regarding implementation of contractual wage provisions; that the payroll bookkeeper has access to personnel files; and that individual employes, and the Union, with the employe's consent, also have access to personnel files, excluding the reference checks.

9. That in March, 1985, the County Board created the position of Staffing Coordinator; that each of the three facilities has its own staffing coordinator; that the staffing coordinator position description lists the following duties:

Prepares and posts Nursing Service's master staffing schedule in accordance with labor unions contracts.

Contacts nursing personnel to establish coverage of all professional/nonprofessional positions scheduled, utilizing the voluntary and, as necessary, the mandatory procedures.

Makes daily changes in staffing schedules as needed or requested, including disciplinary actions and adjustments for suspensions and/or terminations, working with nursing management.

Coordinates and updates staffing schedules for each nursing floor and makes changes as needed on a daily basis.

Processes all Employee Request Forms involving nursing service personnel.

Keeps current on all nursing service budgeted positions.

Maintains nursing service attendance records. Communicates with the bookkeeper in adjusting time and wage information.

Monitors "Daily Census and Staffing Reports" by compiling hours of nursing care per patient day. Responsible for routing of complete reports to proper departments.

Monitors or maintains an up to date list of patients with room numbers and level of care from information supplied by the Medical Records Coordinator.

Attends nursing service meetings for the purpose of taking, transcribing and routing the minutes to designated personnel. Types and assists in preparation of agenda items. Attends all other meetings as requested by the Director of Nursing.

Coordinates processing of resident and employee incident reports.

Responsible for secretarial needs for the Director of Nursing and Assistant Directors of Nursing.

Answers telephone, takes and relays messages, greets visitors and schedules appointments. Maintains files located in Nursing Service Office.

Coordinates appointments for residents with doctors and hospitals and arranges the transportation.

Prioritizes responsibilities based on knowledge of administration needs and by working with the Director of Nursing.

Performs all other duties as may be assigned.

10. That the staffing coordinators schedule registered nurses, licensed practical nurses, and attendants; that in creating staffing schedules, the staffing coordinators must consider state codes to meet minimum staffing standards, the type and number of employees necessary to serve the current residents, as determined by the Director of Nursing and the Administrative Assistant, and the budgets allocated to the facilities; that the staffing coordinators may not establish schedules that result in staffing levels below state codes, but on occasion have allowed staffing levels to exceed code for a day or two to avoid cancelling previously scheduled employees; that the staffing coordinators follow a policy of scheduling full-time employees first and then attempt to distribute extra hours evenly to part-time employees; that when there is an emergency need, the staffing coordinators first use a voluntary list to call in additional employees; that when the voluntary list is exhausted, which does not generally happen, the staffing coordinators may require employees to come to work in order of reverse seniority, following a policy commonly referred to as a mandating procedure by the parties; that employees refusing such a mandatory call-in may be disciplined, unless the staffing coordinator excuses such a refusal, but there is no evidence of such a refusal occurring; that the staffing coordinators may meet the needs of either the employee or the facility by changing schedules after they are established and the staffing coordinators attempt to do so in a manner agreeable to the employee; that the Director of Nursing can also change assignments; that in granting vacation and holiday requests, the staffing coordinators use the contractual guidelines of seniority for requests made prior to March 1 and order of request for requests made after March 1; that the staffing coordinators at two of the facilities schedule nursing supervisors, including their vacations and holidays, and have had occasions to deny supervisors' requests for holidays and vacations; that the staffing coordinators approve overtime for payroll purposes but only after the employee has already worked the overtime with the permission of a supervisor; that in a sample month in one facility, there were over 900 changes made on the monthly schedule, with 200 call-ins made by the staffing coordinator; and that out of 27 grievances received at Sunny Ridge facility during the year, 20 of them dealt with scheduling; that one staffing coordinator testified on management's behalf in the second step of a grievance; that patterns of absenteeism and tardiness are monitored by the staffing coordinators who recommend relevant discipline; that the staffing coordinator at the Comprehensive Health Center, who has recommended written reprimands six times in the last six months, knows that recommendations were followed in two cases, but does not know the outcome in the four other cases; that one staffing coordinator, who was previously a nursing assistant but filled in occasionally as a staffing coordinator, was informed by the Director of Nursing that she could not call employees into work on the mandating procedure while she was a member of the bargaining unit; that the Union did not object to a bargaining unit member performing the duties of staffing coordinator, including using mandating procedures, although union stewards may have objected to a union employee using the mandating procedures; and that the staffing coordinators view their positions as being aligned with management and as being at odds with bargaining unit members, since they have the discretion to change employees' hours and schedules.

11. That the staffing coordinator at Sunny Ridge has made recommendations to management regarding schedules when employees had jury duty, regarding denying vacations during the Christmas holidays, and regarding implementation of volunteer lists.

12. That the occupants of the four bookkeeper positions at issue in this case do not have sufficient access to or involvement in confidential matters relating to labor relations so as to render them confidential employees.

13. That the occupants of the four bookkeeper positions at issue in this case do not exercise supervisory responsibilities in sufficient combination and degree so as to render them supervisory employees.

14. That the occupants of the staffing coordinator position do not exercise supervisory duties in sufficient combination and degree to render them supervisory employes.

15. That the occupants of the staffing coordinator positions do not participate in the formulation, determination and implementation of public policy and do not possess the effective authority to commit the employer's resources.

Upon the basis of the above Findings of Fact, the Commission makes and issues the following

CONCLUSIONS OF LAW

1. That the Union's unit clarification petition is not barred by the parties' modification of the recognition clause in the 1981-82 collective bargaining agreement.

2. That the occupants of the positions of bookkeepers, set forth in Finding of Fact 6, above, are neither confidential employes nor supervisors within the meaning of Sec. 111.70(1)(o), Stats., and therefore are municipal employes within the meaning of Sec. 111.70(1)(i), Stats.

3. That the occupants of the position of staffing coordinator are neither supervisors within the meaning of Sec. 111.70(1)(o), Stats. nor managerial employes, and therefore are municipal employes within the meaning of Sec. 111.70(1)(i), Stats.

Upon the basis of the above Findings of Fact and Conclusions of Law, the Commission makes and issues the following

ORDER CLARIFYING BARGAINING UNIT 2/

That the four positions of Bookkeeper set forth in Finding of Fact 6, above, and the position of Staffing Coordinator be, and hereby are, included in the bargaining unit represented by Sheboygan County Employees Local 2427, AFSCME, AFL-CIO.

Given under our hands and seal at the City of Madison, Wisconsin this 22nd day of January, 1988.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By Stephen Schoenfeld  
Stephen Schoenfeld, Chairman

Herman Torosian  
Herman Torosian, Commissioner

A. Henry Hempe  
A. Henry Hempe, Commissioner

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Footnote 2/ on page 6.

- 2/ Pursuant to Sec. 227.48(2), Stats., the Commission hereby notifies the parties that a petition for rehearing may be filed with the Commission by following the procedures set forth in Sec. 227.49 and that a petition for judicial review naming the Commission as Respondent, may be filed by following the procedures set forth in Sec. 227.53, Stats.

227.49 Petitions for rehearing in contested cases. (1) A petition for rehearing shall not be prerequisite for appeal or review. Any person aggrieved by a final order may, within 20 days after service of the order, file a written petition for rehearing which shall specify in detail the grounds for the relief sought and supporting authorities. An agency may order a rehearing on its own motion within 20 days after service of a final order. This subsection does not apply to s. 17.025(3)(e). No agency is required to conduct more than one rehearing based on a petition for rehearing filed under this subsection in any contested case.

227.53 Parties and proceedings for review. (1) Except as otherwise specifically provided by law, any person aggrieved by a decision specified in s. 227.52 shall be entitled to judicial review thereof as provided in this chapter.

(a) Proceedings for review shall be instituted by serving a petition therefore personally or by certified mail upon the agency or one of its officials, and filing the petition in the office of the clerk of the circuit court for the county where the judicial review proceedings are to be held. Unless a rehearing is requested under s. 227.49, petitions for review under this paragraph shall be served and filed within 30 days after the service of the decision of the agency upon all parties under s. 227.48. If a rehearing is requested under s. 227.49, any party desiring judicial review shall serve and file a petition for review within 30 days after service of the order finally disposing of the application for rehearing, or within 30 days after the final disposition by operation of law of any such application for rehearing. The 30-day period for serving and filing a petition under this paragraph commences on the day after personal service or mailing of the decision by the agency. If the petitioner is a resident, the proceedings shall be held in the circuit court for the county where the petitioner resides, except that if the petitioner is an agency, the proceedings shall be in the circuit court for the county where the respondent resides and except as provided in ss. 77.59(6)(b), 182.70(6) and 182.71(5)(g). The proceedings shall be in the circuit court for Dane county if the petitioner is a nonresident. If all parties stipulate and the court to which the parties desire to transfer the proceedings agrees, the proceedings may be held in the county designated by the parties. If 2 or more petitions for review of the same decision are filed in different counties, the circuit judge for the county in which a petition for review of the decision was first filed shall determine the venue for judicial review of the decision, and shall order transfer or consolidation where appropriate.

(b) The petition shall state the nature of the petitioner's interest, the facts showing that petitioner is a person aggrieved by the decision, and the grounds specified in s. 227.57 upon which petitioner contends that the decision should be reversed or modified.

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(c) Copies of the petition shall be served, personally or by certified mail, or, when service is timely admitted in writing, by first class mail, not later than 30 days after the institution of the proceeding, upon all parties who appeared before the agency in the proceeding in which the order sought to be reviewed was made.

Note: For purposes of the above-noted statutory time-limits, the date of Commission service of this decision is the date it is placed in the mail (in this case the date appearing immediately above the signatures); the date of filing of a rehearing petition is the date of actual receipt by the Commission; and the service date of a judicial review petition is the date of actual receipt by the Court and placement in the mail to the Commission.

SHEBOYGAN COUNTY

MEMORANDUM ACCOMPANYING FINDINGS OF FACT,  
CONCLUSIONS OF LAW AND ORDER  
CLARIFYING BARGAINING UNIT

BACKGROUND

This dispute arises from the promotions of four assistant bookkeepers to bookkeepers and the creation of three new positions of staffing coordinator. When the Union and the County negotiated a bargaining agreement for 1981-1982, they modified the bargaining unit recognition clause to exclude bookkeepers. Since then, the County has promoted four assistant bookkeepers to the title of bookkeeper. The Union seeks to clarify the bargaining unit by including those four positions within the unit, as well as including the newly-created positions of staffing coordinators, while continuing to exclude the two bookkeepers who were excluded in the 1981-82 agreement.

THE PARTIES' POSITIONS

The County argues that the parties bargained to exclude bookkeepers and that the Union should now live with that bargain. The County notes that successive contracts were signed in which the bookkeepers were excluded in the recognition clause, and that both parties should be held to the terms of their contracts. The Union responds that the basis of the bargain was to exclude two bookkeepers, not six. According to the Union, the County altered the status quo by creating four new bookkeeper positions. The parties do not agree whether the bookkeepers were excluded in the 1981-82 bargaining negotiations because of statutory grounds, such as being classified as confidential employees. The County claimed that it was only looking at titles of people who would be either "in" or "out" of the bargaining unit when the 1981-82 talks were held. And indeed, the Union concedes that the exclusion of bookkeepers may have been the result of some simple "horse-trading."

Even if the contract would not prevent the Union from seeking to include the four bookkeepers in the bargaining unit, the County next contends that the bookkeepers are either confidential or supervisory employees. The Union disagrees, contending that none of the bookkeepers holds a position meeting any statutory criteria for exclusion from the bargaining unit.

Finally, the Union seeks to include in the unit the three staffing coordinators. The County argues that these positions are so aligned with the interests of management that they are either managerial or supervisory employees. The County concedes that the staffing coordinators are not technically supervisors, but observes that the Commission has considered indicia of supervisory and managerial status together to determine whether an employe is so aligned with management as to warrant an exclusion from a bargaining unit. The Union asserts that the staffing coordinators are neither managerial nor supervisory employees.

DISCUSSION

I. Bookkeepers

At the conclusion of the negotiations culminating in the 1981-82 contract, there were four assistant bookkeepers in the bargaining unit covered by said contract. At that time, two bookkeepers were excluded from the bargaining unit by the parties. Subsequently, the County promoted the four assistant bookkeepers to bookkeeper positions. From this record, we conclude that the parties bargained the exclusion of only two bookkeeper positions. Thus, the County's exclusion of the four additional bookkeeper positions herein rises or falls upon disposition of the parties' dispute on the confidential/supervisory status of said positions. Accordingly, it is appropriate to process the Union's petition by examining the duties performed by the four promoted employes to determine whether those duties warrant their exclusion from the bargaining unit as either confidential or supervisory employees.

In order for an employe to be considered a confidential employe and thereby excluded from a bargaining unit, the Commission has consistently held that such an employe must have access to, knowledge of, or participate in confidential matters relating to labor relations. Information is confidential if it is that type that (1) deals with the Employer's strategy or position in collective bargaining,

contract administration, litigation, or other similar matters pertaining to labor relations, and (2) is not available to the bargaining representative or its agents. 3/

The Commission has found that where the duties of the employe are closely related to activity which could lead to discipline of a bargaining unit member, such an employe is confidential. 4/ Here, the payroll bookkeepers have investigated employe behavior that might result in discipline, by keeping track of patterns of tardiness and absenteeism and by bringing those patterns to the attention of other supervisors. However, these duties are similar to those of the Clerk-typist in Walworth County (Lakeland Nursing Home), 5/ who alerted the employer to possible problems dealing with absenteeism and occasionally requested written physicians' excuses from employes. In that case, since the Clerk-typist's duties were substantially routine and clerical in nature, and she did not herself recommend or impose discipline, we held that the Clerk-typist should not be excluded as confidential. Similarly, we held in Appleton Area School District 6/ that an Employe Benefits Secretary who had access to personnel files and charted absence and leave time was not a confidential employe. In the instant case, the bookkeepers, as part of their work in maintaining payroll records, merely bring the pattern of absence or tardiness to the attention of a supervisor who then has the discretion to institute discipline.

As to the payroll bookkeepers' access to personnel files, excepting the reference checks, that access is shared by the affected employe and, with that employe's approval, the Union. There is no evidence the reference checks are used by the County once the employe has been hired. Accordingly, these bookkeepers do not enjoy any access to confidential labor relations materials not available to the bargaining representative.

At the Sunny Ridge facility, the payroll bookkeeper performs a small amount of confidential typing. However, since the accounts receivable bookkeeper, Edith Munnik, is already excluded from the unit by the parties' agreement, and available to perform such duties, an additional excluded employe is unnecessary. 7/ Thus, neither the payroll bookkeepers' involvement with attendance records, personnel files, nor other occasional confidential typing duties at Sunny Ridge render any of them confidential employes.

The record contains no significant evidence that the disputed accounts receivable bookkeeper performs sufficient confidential duties to warrant exclusion from the bargaining unit.

In determining whether a position is supervisory in nature, the Commission has consistently considered the following factors:

1. The authority to effectively recommend the hiring, promotion, transfer, discipline or discharge of employes;
2. The authority to direct and assign the work force;
3. The number of employes supervised and the number of other persons exercising greater, similar or lesser authority over the same employes;
4. The level of pay, including an evaluation of whether the supervisor is paid for his/her skills or for his/her supervision of employes;

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3/ Appleton Area School District, Dec. No. 22338-B (WERC, 7/87).

4/ Walworth County (Lakeland Nursing Home), Dec. No. 16031-A (WERC, 7/85).

5/ Ibid.

6/ Dec. No. 22338-B (WERC, 7/87).

7/ Walworth County (Lakeland Nursing Home). See above.



5. Whether the person is supervising an activity or is primarily supervising employes;
6. Whether the person is a working supervisor or whether he/she spends a substantial majority of his/her time supervising employes;
7. The amount of independent judgment exercised in the supervision of employes. 8/

Although evidence of supervisory duties was presented regarding Munnik, the Union is not here challenging her exclusion. The only other area of possible supervisory function was the payroll bookkeepers' involvement in adjustments of grievances on paychecks. Although the bookkeepers answer their supervisors' questions regarding wage accounting and payments, they are merely following guidelines of contractual obligations earlier conveyed to them by those same superiors. The bookkeepers' corrections of their own errors shows no greater authority than they had when they prepared the payroll in the first instance. In these matters, therefore, they are not thereby exercising independent judgment in adjusting grievances. Thus, the record contains no significant evidence of supervisory function performed by the disputed payroll or accounts receivable bookkeepers.

For the above reasons, we conclude the four disputed bookkeeper positions are properly included in the bargaining unit.

## II. Staffing Coordinators

The County concedes that the staffing coordinators are not technically supervisory employes. However, the County contends that when indicia of supervisory and managerial status are considered together, the position of Staffing Coordinator is sufficiently aligned with management so as to warrant exclusion from a bargaining unit. 9/ The County contends that the staffing coordinators control bargaining unit members' working schedules, and therefore, to include them in the unit would be having the "fox watching the chicken coop." The County believes that there is potential for conflict of interest if the staffing coordinators were included in the bargaining unit.

In determining whether the staffing coordinators are supervisors, the Commission uses the standard set forth above in reference to the Bookkeepers. The Staffing Coordinators' main duties involve scheduling nursing staff and attendants. In doing so, they consider: requirements of type and level of employes needed, as determined by the Director of Nursing or Administrative Assistant; State codes; established guidelines; and budgetary and contractual limitations. Thus, the staffing coordinators perform primarily a ministerial function in carrying out these established policies and guidelines. They do appear to have a degree of discretion, in arranging for changes in the schedule once it is established and allowing the staffing schedule to rise above the state code requirements for a day or two. The matters in which the staffing coordinators possess discretion, however, are greatly overshadowed by those in which the staffing coordinators lack discretion and are not sufficient to establish supervisory status. 10/ Additionally, although Staffing Coordinators experience conflict with bargaining unit employes who complain about their work schedules, that conflict is not evidence that staffing coordinators have unfettered latitude to create working schedules.

The staffing coordinators have some involvement in discipline. Much like the bookkeepers, the staffing coordinators monitor absenteeism and tardiness and report such information to their superiors. The mere monitoring of attendance

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8/ City of Wisconsin Rapids (Police Department), Dec. No. 20779-B (WERC, 8/87).

9/ Forest County, Dec. No. 17528-B (WERC, 6/85).

10/ Rusk County (Memorial Hospital and Nursing Home), Dec. No. 14713-D (WERC, 9/86).

patterns does not render an employe a supervisor. 11/ Similarly, the potential for discipline involved in the mandating procedure, whereby employes are required to report for work on a call-in basis, is an insufficient basis to find the staffing coordinators are supervisors.

Turning to the managerial aspect of the County's argument, we first note that such status depends on whether the employe participates to a significant degree in the formulation, determination and implementation of management policy, or whether the employe has the effective authority to commit the employer's resources by establishing an original budget or allocating funds for purposes different from such an original budget. 12/ The only indication of such activity is the suggestions one staffing coordinator made to her superiors regarding scheduling employes on jury duty, vacations during the Christmas holidays, and implementation of the volunteer list. This level of participation in policy determination is insufficient to render the staffing coordinators managerial employes.

Even if we were to consider indicia of managerial and supervisory status together, we conclude that the staffing coordinators do not possess, in sufficient combination and degree, the requisite indicia of supervisory/managerial status to justify excluding those positions from the bargaining unit.

Accordingly, we find that the positions of staffing coordinators are properly included within the bargaining unit as herein clarified.

Dated at Madison, Wisconsin this 22nd day of January, 1988.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By Stephen Schoenfeld  
Stephen Schoenfeld, Chairman

Herman Torosian  
Herman Torosian, Commissioner

A. Henry Hempe  
A. Henry Hempe, Commissioner

11/ City of Appleton, Dec. No. 12917-B (Knudson, with final authority for WERC, 9/82).

12/ Nicolet College and Technical Institute, Dec. No. 23366 (WERC, 3/86).