

In the Matter of the Petition of

WISCONSIN COUNCIL OF COUNTY AND MUNICIPAL
EMPLOYEES, AFSCME, AFL-CIO

Involving Certain Employees of

MONROE COUNTY employed in the MONROE COUNTY
HOSPITAL, MONROE COUNTY INFIRMARY AND
MONROE COUNTY HIGHWAY DEPARTMENT

ORDER DETERMINING SCOPE OF THE BARGAINING UNITS

NOW, THEREFORE, it is

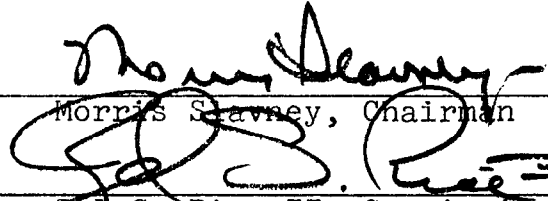
ORDERED

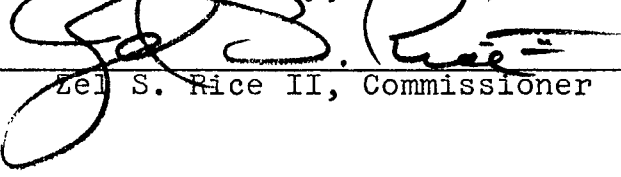
That the positions of State Crew Foreman, Sand Lift Crew Foreman, Night Watchman and Oil Changer, Oil Foreman, and Driller and Dynamiter are to be included within the Highway Department bargaining unit, and further that the position of Laundry Supervisor is to be included in the Hospital and Infirmary bargaining unit.

Given under our hands and seal at the City of Madison, Wisconsin, this 5th day of January, 1968.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By


Morris Slavney, Chairman


Zel S. Rice II, Commissioner

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

Case I
No. 11591 ME-321
Decision No. 8166-B

In the Highway Department unit election the ballots of Everett Brueggeman, Frank Popp, Carlton Schaitel, Marvin Steinbrink, Leonard Meltz and Erwin Verken were challenged as being supervisory. Brueggeman holds the position of State Crew Foreman. His crew generally consists of three employees, which, on occasion, may be expanded to ten. The crew is employed on bridges and highways. Brueggeman performs the same duties as those on the crew, and, in addition, operates a grader and digger which are not normally operated by the remaining employees.

He receives his instructions from the Superintendent and passes them on to his crew members. The work of the crew is checked by the Superintendent, as well as the Highway Commissioner. Brueggeman maintains records of hours worked by the various employes on state highway work. He maintains no other records. He has no authority to hire or discharge. He is never consulted with respect to merit increases for employes and has no authority to schedule vacations or grant time off. He has no authority to resolve grievances. He receives 20¢ an hour more than the rest of the employes on his crew. However, the additional amount of money compensates him for his ability to operate the grader and digging machines. At the most, Brueggeman is a working foreman or crew leader and, therefore, should be included in the bargaining unit.

Frank Popp is characterized as foreman of the Sand Lift Crew, which consists of a shovel operator, a dozer operator, and three truck drivers. Popp operates the dozer and grader when the regular operators are absent or on vacation. Popp assigns duties to the various employes on his crew and directs them in carrying out such duties. Popp receives the same wage rate as does the dozer and shovel operators, which is 20¢ per hour more than the pay received by the rest of the crew. Popp has no authority to hire, discharge, or discipline any employe, nor does he schedule vacations or grant time off. The work of the Sand Lift Crew is normally performed from April to November, and the remainder of the year Popp plows snow, cuts brush, and performs duties performed by employes in the unit. Popp's wage does not change when he is not performing his duties as foreman of the Sand Lift Crew. While some of the duties performed by Popp as foreman of the Sand Lift Crew are supervisory in nature, we are of the opinion, because he spends a substantial portion of the year in non-supervisory duties, that the position of Sand Lift Crew Foreman, at least under present conditions, is non-supervisory and that the present occupant of such position should be included in the bargaining unit.

Carlton Schaitel is a Night Watchman and Oil Changer who changes oil on equipment as well as washing same. He normally performs his duties at night, when he is the only employe on duty. On occasions during the summer he is employed days, and on those occasions he is under the direct supervision of the Shop Superintendent. Schaitel does not exercise any authority over any other employe, and, therefore, should be included in the bargaining unit.

Marvin Steinbrink and Leonard Meltz occupy the position of Oil Foreman. They work with a crew consisting of four grader operators, one roller operator, and two truck drivers. In performing such duties Steinbrink and Meltz operate a spray bar which sprays oil on to freshly laid gravel. They operate as Oil Foremen for the period of April through November, and at other times of the year they either drive trucks, operate graders, or perform general utility duties. They neither direct nor assign other employees in their duties. They have no authority to grant days off or schedule vacations. They can neither hire, discharge, nor discipline employees. Presently the rate of pay is 20¢ over and above that received by other employees of their crew. However, this additional pay does not establish their positions as being supervisory. They are, rather, crew leaders and, therefore, are to be included in the bargaining unit.

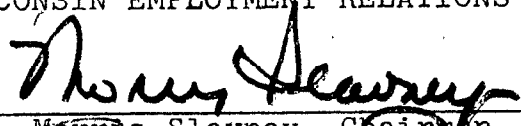
Erwin Verken is employed as a Driller and Dynamiter. Usually he receives help from an additional employee. While Verken does receive 20¢ per hour more than the other employees who may assist him, this fact in itself does not establish him as a supervisor. It is obvious that Verken is a skilled dynamiter and is, therefore, paid for that skill. When he is not engaged in dynamiting, he is employed as a truck driver or employed in the Shop repairing equipment. Verken is to be included in the bargaining unit.

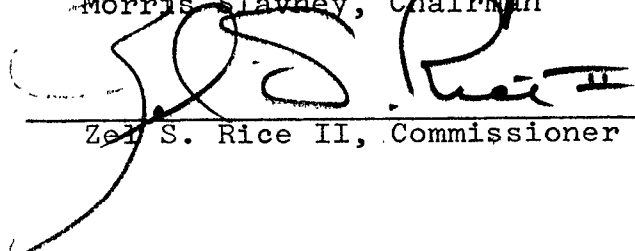
In the Hospital and Infirmary unit, the ballot of Veronica Schanhofer was challenged as being supervisory. Her position is that of Laundry Supervisor. She is responsible for the operation of the laundry, where, generally, no other employee is employed. The work in the laundry is performed by patients and Schanhofer supervises the patients in the performance of the duties therein. Since she supervises no other employees of the Municipal Employer, she cannot be a supervisor and, therefore, she is to be included in the bargaining unit.

Dated at Madison, Wisconsin, this 5th day of January, 1968.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By


Morris Slawney, Chairman


Zel S. Rice II, Commissioner

