

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

LA CROSSE COUNTY (HIGHWAY DEPARTMENT)

## ORDER CLARIFYING BARGAINING UNIT

NOW, THEREFORE, it is

That the classification of Storekeeper--Parts Man is included in the bargaining unit of employees employed by La Crosse County in its Highway Department.

Given under our hands and seal at the  
City of Madison, Wisconsin, this *2nd*  
day of April, 1970.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By

Morris Slavney, Chairman

Zel S. Rice II, Commissioner

Mo. 9579

STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

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In the Matter of the Petition of :

WISCONSIN COUNCIL OF COUNTY AND  
MUNICIPAL EMPLOYEES NO. 40,  
AFSCME, AFL-CIO :

Involving Certain Employees of :

LA CROSSE COUNTY (HIGHWAY DEPARTMENT) :  
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Case XIV  
No. 13517 ME-532  
Decision No. 9579

MEMORANDUM ACCOMPANYING  
ORDER CLARIFYING BARGAINING UNIT

The Union presently is the collective bargaining representative of employees of La Crosse County, who are employed in the Highway Department, in a unit consisting of all regular full-time and all regular part-time employees, excluding the Highway Commissioner, superintendents and non-working foremen. An issue arose between the Union and the Municipal Employer as to whether the classification of Storekeeper--Parts Man should or should not be included in said bargaining unit. The Union contends that said position is properly within the unit, while the Municipal Employer argues that the position is supervisory, as well as confidential in some aspects.

For the past six (6) months the classification has been occupied by Tom Weber whose primary duties consist of being responsible for parts utilized by various mechanics and maintaining an inventory thereon. Likewise, he maintains a record of the fuel utilized in the operation of the various pieces of equipment.

Weber has a radio at his work station, and he submits messages, given to him, to other employees on their work locations. He also examines time cards to determine if employees are working their proper hours, in that regard relays such information to the Shop Superintendent or the Highway Commissioner. Weber orders parts only at the instruction of the Shop Superintendent. Weber testified that he spent approximately 75% of his working time as a parts man and performing duties in connection with same. Ordinarily the Shop Superintendent keeps Weber informed of the duties that must be performed by other employees in shop as well as the equipment which might need repair. Weber claims to supervise the mechanics in the absence of the Shop Superintendent and that on such occasions when the mechanics have completed assignments made by the Superintendent, Weber indicates the next job assignment to the mechanics, pursuant

to the instructions of the Shop Superintendent. Also, in the absence of the Shop Superintendent Weber confers with salesmen and others who enter the shop.

Weber checks the premises to determine if the night watchmen have performed their clean-up duties the night before. Weber could not give an estimate with respect to the time spent by the Shop Superintendent away from the shop since such time varies. However, the evidence indicated that the Shop Superintendent is in the shop almost every day and is in a position to exercise supervision over the employees therein during the course of each day. Weber estimated that he did not spend more than 20% of his time performing duties of the supervisor.

Weber does not have the authority to recommend the hiring, promotion, transfer, discipline or discharge of employees. He does not have the authority to direct and assign the work force except when the Shop Superintendent is absent and then he only carries out the instructions given to him by the Shop Superintendent. Weber claims that he supervises eight mechanics, the two night watchmen and the sign painter in the absence of the Shop Superintendent. These same individuals are supervised by the Shop Superintendent who is in a position to recommend the hiring, promotion, transfer, discipline or discharge of employees and has the authority to direct and assign those individuals. Weber is paid at a monthly rate while the mechanics are paid on a hourly rate.

It appears that Weber's supervisory duties and authority are minimal. He primarily relays the instructions given to him by the Shop Superintendent, and only on those occasions when the Shop Superintendent is not present. It appears that the Shop Superintendent is present almost every day although he may be gone for periods varying from a few minutes to half a day or more on some occasions. At the very most, Weber spends 20% of his time engaged in a minimal amount of supervision. Neither the type of supervision performed by him nor the amount of time he spends at such duties are sufficient to place him in the category of a supervisor.

The Municipal Employer contends that Weber occupies somewhat of a confidential role in that he checks the time cards to see who has been punching in late and relays this information to the Highway Commissioner. However, this is not confidential information. The time cards are in a public place and available to anyone during each pay period. At the end of the pay period, Weber gathers them

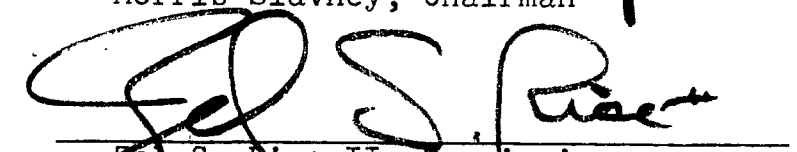
together, and they are sent to the Highway Commissioner's office. Weber keeps no other records on individual employees. We are satisfied that the position of Storekeeper--Parts Man is neither supervisory nor confidential and accordingly, is included in the bargaining unit.

Dated at Madison, Wisconsin, this *second* day of April, 1970.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By

  
Morris Slavney, Chairman

  
Zel S. Rice II, Commissioner