

STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

In the Matter of the Petition of :
AFSCME COUNCIL 40 :
Involving Certain Employees of : Case 35
MARATHON COUNTY (HEALTH DEPARTMENT) : No. 45723 ME-496
: Decision No. 17083-B
:

In the Matter of the Petition of :
WISCONSIN COUNCIL 40, AFSCME, AFL-CIO :
Involving Certain Employees of : Case 83
MARATHON COUNTY : No. 44135 ME-425
: Decision No. 20999-D
:

In the Matter of the Petition of :
WISCONSIN COUNCIL 40, AFSCME, AFL-CIO :
Involving Certain Employees of : Case 7
MARATHON COUNTY : No. 43886 ME-411
(DEPARTMENT OF SOCIAL SERVICES) : Decision No. 9674-D
:

In the Matter of the Petition of :
MARATHON COUNTY :
Involving Certain Employees of : Case 52
MARATHON COUNTY : No. 44467 ME-441
: Decision No. 19130-G
:

No. 17083-B
No. 20999-D
No. 9774-D
No. 19130-G

Appearances:

Ruder, Ware & Michler, S.C., Attorneys, 500 Third Street, P.O. Box 8050, Wausau, Wisconsin 54402-8050, by Mr. Dean R. Dietrich, and Mr. Jeffrey I
Mr. Philip Salamone, Staff Representative, Wisconsin Council 40, AFSCME, AFL-CI
Mr. Michael J. Wilson, Staff Representative, Wisconsin Council 40, AFSCME, AFL-CI
AFSCME, AFL-CIO, 5 Odana Court, Madison, Wisconsin 53719, appearing of the Unions.

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

This proceeding began on April 4, 1990 with the filing of a petition in Case 7, in which AFSCME, Council 40, requested that the Assistant Child Support Manager/Court Liaison be included in the existing bargaining unit known as the Social Service Professionals. On June 11, 1990, Council 40 petitioned in Case 83 for the inclusion in the existing "Courthouse" bargaining unit of the following positions:

Confidential Administrative Specialist, Parks Department. Confidential Administrative Specialist, County Administrator's Office. Confidential Administrative Specialist, Clerk of Court's Office [two positions]. Confidential Administrative Specialist, Commission on Aging. Confidential Administrative Assistant II, Health Department. Confidential Accounting Assistant I, Private Industry Council. Confidential Legal Secretary, Corporation Counsel's Office. Executive Assistant I, Highway Department. Accountant I, Highway Department. Administrative Specialist, University of Wisconsin-Extension Office. Head Resident, University of Wisconsin-Dormitory.

On August 21, 1990, in Case 52, Council 40 petitioned for the inclusion in the existing unit of Courthouse Professional Employees of two positions, Assistant Corporation Counsel and Assistant County Forest Administrator. On September 28, 1990, the County filed a petition in the same case, requesting the exclusion of the Deputy Corporation Counsel from the same unit.

On April 22, 1991, Council 40 in Case 35 requested the inclusion of two positions into the existing unit known as the Health Care Professionals: Life-Care Service Case Manager, and Health Check Nurse.

All of these matters were initially assigned for pre-hearing conferences and hearing to Examiner Dennis P. McGilligan; on November 9, 1990 all of the cases were transferred to Examiner Christopher Honeyman. Both Examiners in turn conducted extensive settlement discussions with the parties, and Examiner Honeyman held hearings on January 31, June 12, and July 25, 1991, the first two of these in Wausau, Wisconsin and the last in Mosinee, Wisconsin. During the course of the settlement discussions, additional positions were requested included in various of the bargaining units by Council 40 at various times, but the parties made substantial progress in resolving these requests as well as those raised by the earlier petitions. By July 25, 1991, all of the issues raised at any time during the proceeding had been resolved voluntarily and all of the petitions were agreed to be withdrawn, except as to two positions: the Confidential Legal Secretary in the Corporation Counsel's office, and the Executive Assistant at the Central Wisconsin Airport. At the hearings held

No. 17083-B
No. 20999-D
No. 9774-D
No. 19130-G

concerning these positions on June 12 and July 25, 1991, all parties were given full opportunity to present their evidence and arguments, and transcripts were prepared. Briefs were subsequently filed until October 9, 1991. The Commission has considered the evidence and the arguments of the parties, and being fully advised in the premises, makes and issues the following

FINDINGS OF FACT

1. Wisconsin Council 40, AFSCME, AFL-CIO, herein referred to as the Union, is a labor organization which has its principal office at 5 Odana Court, Madison, Wisconsin 53719.

2. Marathon County, herein referred to as the County, is a municipal employer which has its primary offices at the Marathon County Courthouse, 500 Forest Street, Wausau, Wisconsin 54401.

3. Marathon County operates the Central Wisconsin Airport, located at Mosinee, Wisconsin, 16 miles from the County Courthouse.

4. Wisconsin Council 40, AFSCME, AFL-CIO is the certified representative of the following collective bargaining unit: All regular full-time and regular part-time non-professional employes in the employ of Marathon County, excluding all confidential, supervisory and managerial employes, elected officials and all other represented employes.

5. The only issues now in dispute before the Commission are whether the Confidential Legal Secretary in the Corporation Counsel's office, and the Executive Assistant at the Central Wisconsin Airport, should be excluded from the bargaining unit described in Finding of Fact 4 above. In both instances, the Union argues for inclusion and the City argues that the positions are supervisory and confidential and should therefore be excluded.

6. Diane Drew has been employed for two years as Confidential Legal Secretary in the Corporation Counsel's office. Two other secretaries are employed there, one full-time and one part-time. Drew works primarily for William Drengler, the Corporation Counsel; the other full-time secretary, Denise Krueger, works primarily for Deputy Corporation Counsel Thomas Findley. Drew performs most of Drengler's clerical work, which includes paternity, budget, child support, social services and zoning work, and occasional personnel-related work. She has never interviewed or hired an employee, has never evaluated the performance of any employee, and has not been involved in any promotion, transfer, grievance, discipline or discharge, or layoff. Drew spends approximately five percent of her time assigning work or checking the work of the part-time secretary, and keeps the time records of employes in the office. She has gone to department head meetings in the absence of Corporation Counsel Drengler, but only to take notes for his use. She has never drafted or typed negotiating proposals for any bargaining unit, or arbitration documents, unit clarification documents, or grievance documents. Drew has handled confidential personnel records involving two cases in which the County was engaged in litigation, one of which involved litigation by a prior personnel manager against the County and the other which was a sexual harassment case in the Sheriff's Department. Neither case related directly to any bargaining or contract administration matter involving any of the labor organizations representing County employes. Drew files all of Drengler's documents, but documents sent to him and marked "confidential" are not opened by her and not seen by her until and unless Drengler passes them back to her. The County employs six people, including two clerical employes, in the Personnel

No. 17083-B
No. 20999-D
No. 9674-D
No. 19130-G

Department, and the Personnel Department maintains the originals of all personnel records. Drew has access to such personnel records as are maintained in Drengler's office. The County also refers virtually all of its collective bargaining related legal work to an outside law firm. The Corporation Counsel's office is only infrequently involved in contract administration, and is seldom involved in contract negotiations.

7. Drew does not exercise supervisory responsibilities in sufficient combination and degree as to make her a supervisory employe, and does not have sufficient access to, knowledge of, or participation in confidential labor relations matters to render her a confidential employe.

8. Margaret Price has been employed since April, 1989 as Executive Assistant at Central Wisconsin Airport. She is the primary secretary to the Airport Manager, and is in general charge of one full-time and one half-time employe in the office, as well as one part-time student helper. The office area includes the Assistant Airport Manager as well as the Airport Manager and the clerical employes. The Airport's Buildings and Grounds employes are represented by another labor organization, which has completed a new collective bargaining agreement in 1991. While Airport Manager James Hansford sits in on the collective bargaining with that labor organization, Price has not attended any bargaining sessions, typed any bargaining minutes, or attended any grievance meetings. Price has had no involvement in grievances, and the primary labor relations-related activities at the Airport are handled by the County's Personnel Department. Price has typed two documents for Hansford which criticize personnel, one of which criticized the prior Airport Manager; her total time involved in handling such documents has been approximately half an hour over the two years of her employment. Price has access to personnel records kept in the Airport office, but other employes also have general access to those files in her absence, and the primary personnel records are kept in the County's Personnel Department. Price has evaluated the part-time Account Clerk, but has not evaluated the full-time Account Clerk. Price occasionally assigns work, but most of the work in the office is functionally separated by type among the employes, on a standing basis. Price has authority to require overtime, but overtime is required only when the Airport Manager has a special project with a deadline, or when budget work is under way which requires the Account Clerks to work extra hours in order to meet pre-set deadlines. Requests for vacations and other time off are normally given directly to the Airport Manager by all office employes. Price hired a student helper, but the Mosinee Public Schools selected the student to be sent for an interview, and the sole instruction given to Price prior to the interview was that she should make the student's experience at the Airport worthwhile. No qualifications were set for this position. When student helpers have caused attendance problems, Price calls the School and the School remedies the problem. Student helpers, however, are paid at minimum wage rates from Airport funds. When the schedule for office employes was recently changed, the Airport Manager decided the schedule himself. Price assigns work to the half-time Account Clerk, and to the student helpers, but the student helpers are given only the most routine work and the part-time Account Clerk has regular functions from day to day. Price's assignments of work and her hiring of the student helper did not involve the substantial exercise of independent judgment. Price has attended closed sessions of the Airport Board as recording secretary, but these closed sessions, when they relate to negotiations, involved negotiations with Airport lessees, not labor relations. Price spends approximately half an hour per week on supervisory duties, mostly answering questions, and does not attend meetings of management.

No. 17083-B
No. 20999-D
No. 9674-D
No. 19130-G

9. Price does not exercise supervisory responsibilities in sufficient combination and degree as to make her a supervisory employe, and does not have sufficient access to, knowledge of, or participation in confidential labor relations matters to render her a confidential employe.

Based on the above and foregoing Findings of Fact, the Commission makes and issues the following

CONCLUSIONS OF LAW

1. The occupant of the position of Confidential Legal Secretary in the Corporation Counsel's office, currently Diane Drew, is neither a supervisory employe within the meaning of Sec. 111.70(1)(o)(1), Stats., nor a confidential employe within the meaning of Sec. 111.70(1)(i), Stats., and therefore is a municipal employe within the meaning of Sec. 111.70(1)(i), Stats.

2. The occupant of the position of Executive Assistant at the Central Wisconsin Airport, currently Margaret Price, is neither a supervisory employe within the meaning of Sec. 111.70(1)(o)(1), Stats., nor a confidential employe within the meaning of Sec. 111.70(1)(i), Stats., and therefore is a municipal employe within the meaning of Sec. 111.70(1)(i), Stats.

Based on the above and foregoing Findings of Fact, Conclusions of Law, the Commission makes and issues the following

ORDER CLARIFYING BARGAINING UNIT AND DISMISSING PETITIONS 1/

The bargaining unit set forth in Finding of Fact 4 above is clarified by the inclusion of the Confidential Legal Secretary in the Corporation Counsel's office and the Executive Assistant at the Central Wisconsin Airport. The remainder of the petitions filed in these matters are dismissed.

Given under our hands and seal at the City of
Madison, Wisconsin this 11th day of February,
1992.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By _____
A. Henry Hempe, Chairperson

Herman Torosian, Commissioner

William K. Strycker, Commissioner

1/ 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.

No. 17083-B
No. 20999-D
No. 9674-D
No. 19130-G

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.

(Footnote 1/ continued on Page 7)

(Footnote 1/ continued)

(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.

. . .

(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

No. 17083-B
No. 20999-D
No. 9674-D
No. 19130-G

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.

MARATHON COUNTY

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

After numerous positions, initially the subject of multiple petitions in these cases, were resolved voluntarily, the only remaining issues are the confidential and supervisory status of the positions of Confidential Legal Secretary in the Corporation Counsel's office and Executive Assistant at the Central Wisconsin Airport.

POSITION OF THE UNION

With respect to the Confidential Legal Secretary, the Union contends that Drew has de minimis responsibilities involving labor relations, citing Kenosha VTAE District. 2/ The Union asserts that the Corporation Counsel's office is not involved in labor negotiations and is only infrequently involved in the administration of labor agreements. To the extent that Drew has handled any confidential data involving any employes' records, the Union argues that the two cases cited by the County were a management employe suing the County and a group of former employes suing the County for sexual harassment. The Union notes that in neither case is there any evidence that unions were involved in representing the litigants. As to the filing of confidential closed-session minutes from Personnel or County Board meetings, the Union argues that Drew testified that she did not open or file mail marked "confidential", and that in any event the amount of time involved in such tasks was minimal and the County had easy alternatives available if it was concerned.

As to the Executive Assistant at the Airport, the Union's arguments are similar. Citing Price County 3/, the Union contends that when an employe who performs some confidential work is being considered, the ultimate question is whether or not another employe can do whatever confidential work is necessary without "undue disruption" to the employer's organization. Here, the Union argues, the Personnel Department is equipped to handle all confidential assignments. Furthermore, the Union argues, Price handled little or no actual confidential personnel data that was not also available to other employes in the office, and was not involved in any way in the last round of bargaining or in grievance handling. Citing Town of Brookfield (Police Department), 4/ the

2/ Decision No. 14993 (WERC, 10/76). The Union also cites to this purpose Green County, Dec. No. 16270 (WERC, 3/78).

3/ Decision No. 11317-B (WERC, 9/89).

4/ Decision No. 26426 (WERC, 4/90).

No. 17083-B
No. 20999-D
No. 9674-D
No. 19130-G

Union argues that evaluating other employes does not constitute grounds for automatic exclusion as a supervisor, and there is no evidence that indicates that Price's evaluation of other employes has any consequences. Similarly, the Union asserts the hiring of a temporary student employe does not automatically disqualify an employe as a supervisor, noting that the evidence was to the effect that little importance was ascribed to the hiring of that "employe". The Union contends that other evidence proffered by the County to the effect that Price had an influential role in hiring employes other than the student was effectively refuted by Price.

POSITION OF THE COUNTY

With respect to the Legal Secretary, the County contends that Drew is responsible for performing all of the Corporation Counsel's typing and for filing of all documents he receives or initiates, including material that he considers "delicate" such as personnel-related correspondence from the County's Personnel Department and its outside labor lawyers. The County argues that the Legal Secretary works closely with the Corporation Counsel in responding to confidential requests for legal advice from department heads, and that she sits in for the Corporation Counsel at department head meetings. She also has access to confidential employe personnel files, not shared by other employes, and would be used by the Corporation Counsel to type up disciplinary notices or responses to grievances, if any such were to occur within the Corporation Counsel's office. Since Drew was the only employe within the Corporation Counsel's office to perform such services with respect to personnel-related litigation from employes claiming sexual harassment and discrimination, she should be excluded from the unit on those grounds.

As to the Executive Assistant, the County argues that Price is responsible for typing and filing all of the Airport Manager's written correspondence, and that the Airport Manager participates in contract negotiations with Teamsters Local 662. This role extends to involvement of the Airport Manager in administering the Airport labor agreement with the Teamsters, and the Executive Assistant is the only employe available in the Airport office to type and file correspondence related to this since the Personnel Department is located 16 miles from the Airport. The County notes that the record contains several examples of such materials typed by the Executive Assistant. Furthermore, the County argues, the Executive Assistant attends meetings of the Airport Board and is its recording secretary, and the prior Executive Assistant attended a number of closed session meetings of the Board relating to personnel matters. For all of these reasons, the County argues that the Executive Assistant is a confidential employe.

The County further argues that both the Legal Secretary and the Executive Assistant are supervisors. The County argues with respect to the Legal Secretary that she assists in the development of the Department's budget, preparation of its payroll and maintenance of its personnel records, and supervises and assigns work to the part-time legal secretary. The County contends that the Legal Secretary also "speaks to" applicants for jobs and makes recommendations in regard to which applicant should be hired. As to the Executive Assistant, the County argues that Price supervises the office staff, including two Accounting Clerks and a Clerical Aide, and can require them to work overtime as often as 10 times in a year. Price can assign work to the office staff, and answers their questions and points out errors in their work. She also is responsible for scheduling their work hours. The County argues that along with the Airport Manager, Price approves employe vacation requests and compensatory time, and she is responsible for maintaining their sick leave

No. 17083-B
No. 20999-D
No. 9674-D
No. 19130-G

records. The County notes that Price completes evaluations of the office staff, and also the payroll, and argues that Price made the sole selection of the recently hired clerical aide. While no grievances or disciplinary events have occurred within the office in the last two years, the County argues that if there were such, the Executive Assistant would be involved.

DISCUSSION

Confidential Legal Secretary

The Commission considers the following factors in determining whether the position is supervisory in nature:

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

The Commission has held that not all of the above factors need to be present, but if a sufficient number of those factors appear in any given case, they will find an employe to be supervisory. 6/ In this case, the record establishes that the Legal Secretary in the Corporation Counsel's office exercises little supervisory authority over any employe. Three professional employes work in the same area, and one of the clerical employes reports directly to a deputy corporation counsel. Drew has never interviewed, hired, promoted, transferred, disciplined, discharged, laid-off or evaluated any employe or effectively recommended same. At most, she assigns work occasionally to a part-time secretary who generally knows what to do. She spends no more than five percent of her time assigning work or checking the quality of work done by the part-time secretary. This is far from the level of activity and responsibility expected of a supervisor.

5/ Portage County, Dec. No. 6478-D (WERC, 1/90); Price County, Dec. No. 11217-B (WERC, 9/89); Crawford County, Dec. No. 16931-B (WERC, 9/89); City of Cudahy, Dec. No. 26425 (WERC, 4/90); Pierce County, Dec. No. 9616-D (WERC, 8/90).

6/ Kewaunee County, Dec. No. 11096-C (WERC, 2/86).

No. 17083-B
No. 20999-D
No. 9674-D
No. 19130-G

It is well settled that for an employe to be considered confidential, the employe must have access to, knowledge of, or participation in confidential matters relating to labor relations. For information to be confidential, it must: (A) deal with the employer's strategy or position in collective bargaining, contract administration, litigation or other similar matters pertaining to labor relations and grievance handling between the bargaining representative and the employer; and (B) be information which is not available to the bargaining representative or its agents. 7/ In this instance, it is clear that Drew does handle a substantial quantity of material which could generally be described as confidential. Only a small proportion of that material, however, is related to labor relations. The record demonstrates that the County's primary recourse for labor relations matters is the Personnel Department, and labor law matters are routinely referred to an outside law firm. The County's own Personnel Director testified that the Corporation Counsel's office was not involved in negotiation of contracts and was not often consulted in contract administration. Rather, the use of the Corporation Counsel's office in personnel-related matters appears to be for preliminary inquiries by various department heads [in which case the Corporation Counsel has a well-developed system of directly handling any matter which arrives in a sealed envelope marked confidential] and occasional litigation which does not clearly fall within the purview of the Personnel Department. Of two cases cited by the County under this heading, one involved litigation by the County's former personnel manager, clearly not a labor relations matter in the union sense. The other, a sexual harassment case, comes closer to true labor relations involvement, but even that was litigation which did not directly involve a union as a party, and a single case seems but little justification for the exclusion of an employe from bargaining rights permanently. Furthermore, we have routinely considered the availability of other confidential employes a matter of considerable weight when asked to exclude another. 8/ The fact that here the Personnel Department's secretaries are presumably available if needed joins with the relatively small percentage of Drew's work which involves anything related to labor relations to convince us that she is not excludable as a confidential employe.

Executive Assistant

It is clear that Price hired a student aide. This, however, was the high-water mark of her supervisory activity, and we note that the aide was preselected by the School [which sent over only one candidate]. Also, Price testified without contradiction that the aide position required no qualifications and that she had been given no particular reason on which to select or refuse the applicant other than that she was to "make her experience at the Airport worthwhile". This combines with the fact that the student was getting school credit for the work to convince us that little, if any, independent judgment was exercised in making this hire. Similarly, while Price has written an evaluation of one employe in the office [the part-time Accounting Clerk] there is no evidence that this evaluation was used for any purpose other than filing. Price's authority to require overtime appears to be

7/ City of Greenfield, Dec. No. 26423 (WERC, 4/90); Village of Saukville, Dec. No. 26170 (WERC, 9/90).

8/ See, for example, Barron School District, Dec. No. 26987 (WERC, 8/91); cf Village of Saukville, supra.

related entirely to special projects and budget deadlines set by others, and if she were found a supervisor, the ratio of supervisors to employes within the small Airport office would be three supervisors to three employes. Furthermore, Price's testimony that she spent approximately half an hour a week on all supervisory responsibilities together was not contradicted. We conclude that she does not exercise supervisory authority either involving substantial independent judgment or in substantial quantity, as opposed to her secretarial and receptionist duties.

As to Price's confidential work, the evidence offered by the County that the prior incumbent sat in on a number of closed labor relations and personnel-related Airport Board meetings is considerably undercut by the fact that Price, two years after being hired, has yet to sit in on any such meeting. Furthermore, a recent round of collective bargaining between the County and the Teamsters' Airport unit was concluded with absolutely no involvement by Price in any respect. Price has general access to personnel files, but we have routinely found this not to be sufficient to justify exclusion on confidential grounds, and other employes similarly have access to the same files. Price has had no involvement in grievances, and the total time she was demonstrated to

have spent typing matters which were confidential in a personnel sense was approximately half an hour spread over two years. This is clearly de minimis confidential work, and does not justify her exclusion.

Dated at Madison, Wisconsin this 11th day of February, 1992.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By _____
A. Henry Hempe, Chairperson

Herman Torosian, Commissioner

William K. Strycker, Commissioner