

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

Case XV
No. 13745 ME-555
Decision No. 9841

Involving Certain Employees of
LA CROSSE COUNTY (LAKEVIEW AND OAK
FOREST INSTITUTIONS)

On April 30, 1968, following an election conducted by it, the Commission certified LaCrosse County Employees, Local 227, AFSCME, as the collective bargaining representative of all employees employed by LaCrosse County at Oak Forest Sanatorium and Nursing Home at Onalaska, Wisconsin, except supervisory, confidential and professional employees.

On May 3, 1968, following an election conducted by it, the Commission certified LaCrosse County Hospital Employees, AFSCME, AFL-CIO, as the collective bargaining representative of all employees of LaCrosse County Hospital, West Salem, Wisconsin, known as Lakeview, excluding the superintendent, assistant superintendent, registered nurses and confidential clerical personnel.

The units described in the Certifications, as well as the employees included therein, were stipulated by the parties prior to the direction of the elections, as being appropriate.

On April 28, 1970, the Municipal Employer filed a petition with the Commission and amended same during the hearing, seeking clarification of the bargaining units previously established by the Commission, and wherein it contended that the following positions are either supervisory or confidential, and therefore should be excluded from bargaining units:

Building Maintenance Supervisor Licensed Practical Nurse
Food Service Supervisor Medical Secretary Bookkeeper
Laboratory and X-ray Technician (Registered) .
 and Assistant Superintendent

Office Personnel (Account Clerk-Receptionist)	
Building Maintenance Supervisor	Licensed Practical Nurse
Farm Manager	Housekeeper
Herdsman II	Occupational Therapists
Laundry Supervisor	Laboratory Technicians

No. 9841

Hearing in the matter was conducted on June 29, 1970, at LaCrosse, Wisconsin, Commissioner Zel S. Rice II being present; and the Commission, having considered the evidence and arguments of the parties, and being fully advised in the premises;

NOW, THEREFORE, it is

ORDERED


That the classifications of Building Maintenance Supervisor, Food Service Supervisor, and Laboratory and X-ray Technician, Registered, who also is the Assistant Superintendent at Oak Forest, are supervisory positions, and therefore, are excluded from the bargaining unit at said institution; that however, the classifications of Licensed Practical Nurse, and Medical Secretary-Bookkeeper at Oak Forest are neither supervisory nor confidential, and therefore, continue to be included in the bargaining unit at said institution; and further,

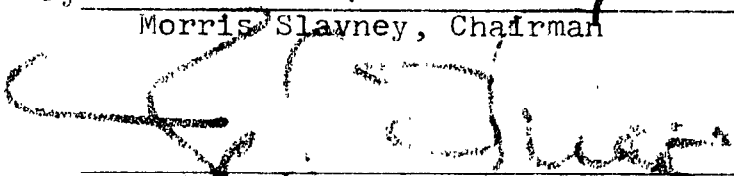
That the classifications of Farm Manager at Lakeview is a supervisory position and that Margaret Schwier, an Account Clerk employed at Lakeview, is a confidential employe, and therefore, excluded from the bargaining unit at said institution; and that however, the classifications of Account Clerks, presently filled by Marion Yellick and Patricia Barnes, Herdsman II, Building Maintenance Supervisor, Laundry Supervisor, Licensed Practical Nurse, Housekeeper, Occupational Therapist, and Laboratory Technician at Lakeview are neither supervisory nor confidential, and therefore, continue to be included in the bargaining unit at said institution.

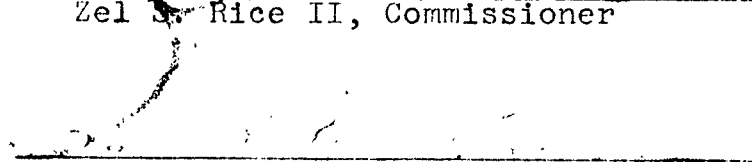
Given under our hands and seal at the
City of Madison, Wisconsin, this day of August, 1970.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By


Morris Slayney, Chairman


Zel S. Rice II, Commissioner


Jos. B. Kerkman, Commissioner

STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

 In the Matter of the Petition of :
 LA CROSSE COUNTY (LAKEVIEW AND OAK :
 FOREST INSTITUTIONS) :
 Involving Certain Employees of :
 LA CROSSE COUNTY (LAKEVIEW AND OAK :
 FOREST INSTITUTIONS) :

Case XV
 No. 13745 ME-555
 Decision No. 9841

MEMORANDUM ACCOMPANYING
ORDER CLARIFYING BARGAINING UNIT

Following the issuance of the Certification of Representatives, the parties entered into a collective bargaining agreement effective January 1, 1969, and continuing in effect until at least December 31, 1970. The agreement covered the employees employed in the two units involved herein.

The classifications included in the unit at Oak Forest, and covered in the collective bargaining agreement, are as follows:

Baker	Food Service Worker I, II
Building Maintenance Man I, II	Laboratory & X-ray Technician (Reg.)
Building Maintenance Supervisor	Laundry Worker I, II
Cook	Licensed Practical Nurse
Domestic Service Worker I, II	Medical Secretary-Bookkeeper
Food Service Supervisor	Nursing Assistant I, II
	Orderly

The classifications included in the certified unit at Lakeview, and covered in the collective bargaining agreement, are as follows:

Account Clerk	Worm Manager
Activity Therapy Assistant	Farm Worker
Activity Therapy Assistant (Certified)	Food Service Worker I, II
Attendant I, II	Gardener
Baker	Herdsman I, II
Beautician	Laboratory & Nurse's Assistant
Building Maintenance Man I, II	Laundry Supervisor
Building Maintenance Supervisor	Laundry Worker
Clerk-Receptionist	Licensed Practical Nurse
Cook	Meat Cutter
Domestic Service Worker I, II	

Positions at Oak Forest

The position of Building Maintenance Supervisor is presently filled by Charles Pittenger, who supervises two janitors and three women laundry employes, as well as five young people, who are not employes, but are in the neighborhood youth corp. Pittenger has the right to recommend the transfer or promotion of employes, to grant days off and to assign the work. He spends approximately two-thirds of his time supervising employes in the performance of their duties. The

remainder of his time is spent in performing repair work about the premises. We are satisfied that he is a supervisor and should not be included in the bargaining unit.

The Food Service Supervisor, Irene Hauser, is directly responsible for the planning and preparation and serving of all meals. She trains and assigns tasks to a food service staff of nine full-time employees and six part-time employees, as well as two youngsters affiliated with the youth corp. Hauser has the authority to recommend the hiring, promotion and firing of employees and spends at least two-thirds of her time in supervision. However, on occasions, she may relieve employees when they are absent. We consider the position of Food Service Supervisor as a supervisory position and therefore excluded from the unit.

During the course of the hearing the parties stipulated that the Laboratory and X-ray Technician, Registered, William Frei, is also the Assistant Superintendent and as such should be excluded from the bargaining unit.

Rebecca Stackhouse, the only Licensed Practical Nurse employed at Oak Forest, works directly under the supervision of a registered nurse, and assists in the supervision and instruction of nurses aides in patient care. Her duties in that regard consists primarily of transmitting orders from the medical director and registered nurse to the aides and checks to determine whether those instructions are carried out. The director of nurses is present during the daytime hours and who also supervises the aides. There is also a registered nurse present at all times. The majority of Stackhouse's time is spent in administering medication and treatments which cannot be performed by the aides, as well as keeping records in connection with such duties. The supervisory duties of Stackhouse are minimal and therefore is to be included in the bargaining unit.

The Medical Secretary-Bookkeeper, Mrs. Helen Staats, is responsible for the transcription, recording, filing of correspondence and medical records. She transcribes dictation and assists in answering the telephone and in communications. She maintains accounts and prepares financial statements and other reports. She supervises no employees and does not participate in any type of personnel meetings and she has never had the opportunity to observe employee performance records. She is neither a supervisor nor a confidential employee and therefore is included in the bargaining unit.

Positions at Lakeview

The positions of Account Clerk are presently filled by Margaret Schwier, Marion Yellick and Patricia Barnes. During the course of the hearing the parties stipulated that Margaret Schwier was performing confidential duties and therefore should be excluded from the bargaining unit as a confidential employee, while Account Clerks Yellick and Barnes should be included in the unit.

The Building Maintenance Supervisor, LaVerne Olson is responsible for the maintenance of the physical facilities at Lakeview. Although the certified unit includes the positions of Building Maintenance I and II, there are no employees occupying said positions. Olson is assisted in his duties by two patients, who are not employees. Olson has no authority to recommend the hiring or firing of any employees and spends his time performing routine maintenance with the assistance of the two patients. We see no reason to exclude Olson from the unit and therefore he is properly included therein.

During the hearing the parties also stipulated that the position of Farm Manager, presently occupied by Al Tenner, is supervisory and should be excluded from the unit, however, that the position of Herdsman II, presently occupied by Douglas Hanson, is not supervisory and is properly included in the unit.

Hazel Miller occupies the position of Laundry Supervisor and in that capacity she supervises one full-time and one part-time employee, as well as certain patients, all who perform their duties in the laundry. Mrs. Miller has no authority to discipline any employees but she may report poor work performances to the superintendent. She spends a majority of her time performing duties similar to those performed by the laundry employees and patients. She receives approximately \$55 per month more than the other employees in the laundry, however, such additional wage is due to her longevity of employment. At the most, Mrs. Miller is a working forelady and the minor supervisory duties she does perform are insufficient to exclude her from the bargaining unit.

While in its petition the Municipal Employer indicated that there was an issue with regard to whether the Licensed Practical Nurse position at Lakeview should or should not be in the unit, there was no evidence adduced during the course of the hearing with regard to said classification and therefore that position continues to be included in the unit.

Also during the hearing the Municipal Employer in effect amended its petition requesting a determination as to whether the positions of Housekeeper, Occupational Therapy Assistants and Laboratory Technicians should or should not be included in the unit. Lorraine Hauge is the Housekeeper at Lakeview and has two cleaning women under her supervision. She assigns work and during the day inspects the work performed by said two employees. However, she spends approximately 85% of her time washing windows and in other cleaning tasks, and assists in the wards on occasions. Only 15% of her time is spent in supervision. On weekends Hauge acts as a receptionist and on rare occasions is "in charge" of the institution during the absence of the superintendent and assistant superintendent. Since the majority of her time is spent in non-supervisory and non-managerial capacities, the position of Housekeeper is properly included in the bargaining unit.

There are two Occupational Therapy Assistants who receive their training in a short course offered by the Division of Mental Hygiene of the Department of Health and Social Services of the State of Wisconsin and they received certificates as Occupational Therapy Assistants. We do not consider such short period of training as qualifying said positions as professional positions. Furthermore they do not supervise any employees and therefore are included in the unit.

The two Laboratory Technicians employed at Lakeview do not supervise any employees. Primarily they perform technical duties in the laboratory and at times make appointments for patients with dentists and physicians. Said Laboratory Technicians are neither craft nor professional employees and they are therefore properly included in the bargaining unit.

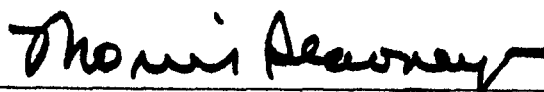
With respect to those positions which we have determined to be excluded from the bargaining unit, we wish to state any action by the Municipal Employer prior to the termination date of the existing collective bargaining agreement, December 31, 1970, which will improve the wages, hours or working conditions of said personnel, would be suspect, and would question the motivation of the Municipal Employer in initially stipulating that these positions were included in the bargaining unit, especially since the issues involved herein have been raised approximately after the collective bargaining agreement has run 16 months of its 24 month term, and at a time approximately three months preceding expiration. The issues raised herein have also in past been

the establishment of the units which included supervisory personnel. In stipulated elections Municipal Employers and employee organizations should, prior to the execution of their stipulation as to the unit and as to eligibles, disclose their claims as to whether certain positions are or are not supervisory or confidential positions and they should not stipulate to the eligibility of questionable supervisory or confidential employees on the probability as to whether the particular person involved is going to vote for or against representation.

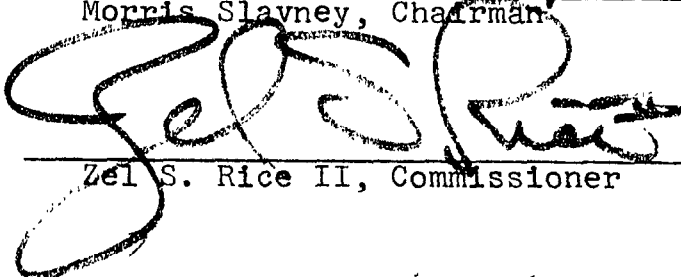
Dated at Madison, Wisconsin, this 14th day of August, 1970.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By



Morris Slavney, Chairman



Zel S. Rice II, Commissioner



Jos. B. Kerkman, Commissioner

