

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

VILLAGE OF FOX POINT

Case II  
No. 14120 ME-591  
~~Decision No. 9959-A~~

Mr. Barnett W. Franks, Attorney at Law, for the Petitioner.  
Mr. Tom E. Hayes, Attorney at Law, for the Municipal Employer.

Professional Policemen's Protective Association of Fox Point having filed a petition with the Wisconsin Employment Relations Commission wherein it advised that a dispute had arisen between the said Petitioner and the Village of Fox Point as to whether Radio Dispatchers, Sergeants and Lieutenants should be or should not be included in the bargaining unit consisting of police officers in the employ of said Municipal Employer, for the purpose of negotiating changes or improvements in the wages, hours and working conditions of said police officers, pursuant to Section 111.70(4)(j), Wisconsin Statutes; and hearing on said petition having been held at Fox Point, Wisconsin, on October 28, 1970, before Howard S. Bellman, Hearing Officer; and the Commission having reviewed the evidence and arguments of the parties, and being fully advised in the premises, makes and issues the following

That the positions of Radio Dispatchers, Sergeants and Lieutenants should not be included in the collective bargaining unit consisting of police officers in the employ of the Village of Fox Point.

Given under our hands and seal at the  
City of Madison, Wisconsin, this 2<sup>nd</sup>  
day of February, 1971.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By

~~Morris Slavov~~ chairman

Zel S. Rice II, Commissioner

Jos. B. Kerkman, Commissioner

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and a representative selected by the persons therein in order for police officers to utilize the fact finding procedures set forth in the Act the Commission has jurisdiction to determine the appropriate bargaining unit for police officers and therefore the objection of the Municipal Employer with respect to the Commission's jurisdiction is denied.

The Municipal Employer employs six Radio Dispatchers who perform, under the supervision of the Police Department, on behalf of both the Police Department and the Fire Department which are located in the same building. Three of the Dispatchers work 40 hours per week whereas the other three are part-timers who usually work 16 hours per week and receive substantially lesser wages and fringe benefits. The Municipal Employer contends that none of the Dispatchers should be in the bargaining unit in question. The Petitioner would include the full time Dispatchers in the bargaining unit.

The full time Dispatchers are hired by the Chief of the Police Department. They receive no training to perform usual police functions, are not sworn or interviewed by the Police and Fire Commission as police officers, and although they wear parts of the usual police officer's uniform they have no badge or sidearms, or coat or cap. The part-time Dispatchers generally are students who perform as Dispatchers on weekends. In addition to the usual Dispatching functions, the Dispatchers perform the Department's clerical functions.

An ordinance of the Municipal Employer provides that Dispatchers ". . .while on or about the station premises, but not elsewhere, shall be considered and treated as an officer of the police section. On or about the station premises he shall have specific authority to act as a peace officer, and as a jailer during the absence from the station premises of officials of the Department or the patrolmen." This Commission has ruled 4/ that only persons vested with the power of arrest come within the aforementioned exclusion of police personnel from the definition of "employee" in Section 111.70. The record in the instant case does not indicate that the Dispatchers have the requisite power of arrest. Their functions on the premises of the Police Department as authorized by the above-quoted ordinance may coincide with functions also performed by regular police officers but the evidence fails to indicate that they are trained, equipped or hired in such a manner as to allow them to make an arrest.

Therefore we have concluded that the Radio Dispatchers should be excluded from the bargaining unit of police officers.

The Municipal Employer also employs approximately thirteen Patrolmen, two Police Sergeants, two Police Lieutenants, and a Police Chief. The Police Department operates on a three shift schedule, with three or four Patrolmen on each shift. Generally, the first shift is commanded by the Chief or a Lieutenant, the second shift by a Lieutenant and the third shift by a Sergeant. At times, there is both a Lieutenant and a Sergeant on the second shift and one less Patrolman than usual is assigned to that shift.

The Sergeants and Lieutenants and the Chief are referred to as the command officers. There is a substantial difference in compensation between their positions and that of Patrolmen. There are also such

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4/ City of Milwaukee, (8605) 7/68; City of Greenfield, (7252) 8/65.

substantial differences in compensation among their positions. It is the general policy of the Department to promote from within its ranks. When an opening occurs among the command officers, pursuant to this policy, a Patrolman may be promoted to Sergeant. Upon satisfactory performance as a Sergeant, the officer will be promoted to Lieutenant. In effect, Sergeant is the initial or trainee level of command officer, whereas Lieutenant is the journeyman level of command officer. Thus, at times, there have been as many as four Lieutenants and no Sergeants.

All command officers meet periodically to determine the Police Department's policies and practices. When in charge of a shift, regardless of whether the command officer is a Sergeant or Lieutenant his authority is substantially identical to that of all other command officers, except the Chief. Thus, he assigns the officers under him at the beginning of the shift and whenever a nonroutine situation requires an assignment. He oversees their work during the shift and, when he judges it to be necessary, he imposes discipline including verbal reprimands and short suspensions. Command officers also have authority to effectively reprimand more harsh discipline including discharge. Otherwise, command officers patrol as do the other police personnel. When on patrol, however, the command officers are in constant contact with the station.

Based upon the foregoing and the record as a whole, it is our conclusion that the Sergeants and Lieutenants are supervisors and should be excluded from the bargaining unit.

Dated at Madison, Wisconsin, this 2<sup>nd</sup> day of February, 1971.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By

Thomas Slawney  
Morris Slawney, Chairman

Zel S. Rice, II  
Zel S. Rice, II, Commissioner

Jos. B. Kerkman  
Jos. B. Kerkman, Commissioner