

STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

-----

In the Matter of the Petition of	:	
	:	
WISCONSIN EDUCATION ASSOCIATION	:	
PROFESSIONAL STAFF ORGANIZATION	:	
	:	
For a Declaratory Ruling involving	:	Case I
	:	No. 14500 DR-17
	:	Decision No. 10230-A
EXECUTIVE COMMITTEE OF THE WISCONSIN	:	
EDUCATION ASSOCIATION	:	
	:	

-----

Appearances:

Goldberg, Previant & Uelmen, Attorneys at Law, by Mr. Gerry M. Miller, appearing on behalf of the Union.  
 Murphy, Huiskamp, Stolper, Brewster & Desmond, Attorneys at Law, by Mr. F. Anthony Brewster, appearing on behalf of the Employer.

DECLARATORY RULING

The Executive Committee of the Wisconsin Education Association and the Wisconsin Education Association Professional Staff Organization having requested the Wisconsin Employment Relations Commission to issue a declaratory ruling to determine whether employes of the Employer holding the titles of Secretary to the Assistant Executive Secretary, Secretary to the President, and Receptionist-Secretary should be excluded as confidential employes, from the collective bargaining unit of employes of the Executive Committee of the Wisconsin Education Association, consisting of, "All regular full-time and all regular part-time office staff employes including secretarial, clerical and technical employes"; and a hearing having been held in the matter on April 22, 1971, John T. Coughlin, Hearing Officer being present; and the Commission having considered the evidence and arguments of counsel and being fully advised in the premises, makes and files the following Findings of Fact and Declaratory Ruling.

FINDINGS OF FACT

1. That the Executive Committee of the Wisconsin Education Association, hereinafter referred to as the Employer, is an Employer within the meaning of Section 111.02 of the Wisconsin Statutes.
2. That the Wisconsin Education Association Professional Staff Organization, hereinafter referred to as the Union, is a labor organization representing employes for the purpose of collective bargaining.
3. That the Union and the Employer are parties to a collective bargaining agreement, effective December 1, 1970 to August 31, 1972, covering all regular full-time and regular part-time office staff employes, including secretarial, clerical and technical employes.

4. That Marilyn Pertzborn, Secretary to the Assistant Executive Secretary, types the minutes of the negotiating sessions between the Employer and the Union, which minutes are shown to the Union at a later time; that she types the Employer's proposals utilized during negotiations with the Union; that she opens the mail of the Assistant Executive Secretary; that she types and files employe personnel records and evaluations; and that she has access to the general files of the Employer which contain information pertaining to grievance and personnel matters and negotiations.

5. That Marilyn Pingel, Secretary to the President of the Wisconsin Education Association, types minutes of the negotiating sessions and of the Employer's Executive Committee meetings, the latter minutes being distributed at a later time to the Union; and that she processes communications of the Employer's President and has access to the aforementioned files as does any employe of the Employer.

6. That Janice Accola, Receptionist-Secretary, also types minutes of the negotiating sessions; that she receives and directs incoming telephone calls; that she types administrative reports relating to employes' grievances and takes the majority of the Executive Secretary's dictation; and that she has access to the Employer's general files.

7. That the Administrative Assistant, Veronica Sullivan, who has been excluded from the unit by stipulation, acts as a private secretary to the Executive Secretary of the Employer and, as such, processes those labor relations matters considered private and confidential; that she is present at the Executive Committee meetings and prepares the rough draft of the minutes taken at such meetings and has, in the past, typed said minutes in final form; that she processes the Executive Committee's records and establishes personnel records; that she is in charge of the payroll; that the general files are kept in her office and when said files are locked, the keys are kept in her possession; and that said Administrative Assistant is a confidential position.

Upon the basis of the above and foregoing Findings of Fact, the Commission issues the following

DECLARATORY RULING

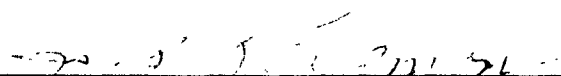
That Marilyn Pertzborn, Secretary to the Assistant Executive Secretary; that Marilyn Pingel, Secretary to the President, and Janice Accola, Receptionist-Secretary, do not occupy confidential positions, and, therefore, are included in the existing collective bargaining unit consisting of, "All regular full-time and all regular part-time office staff employes in the employ of the Executive Committee of the Wisconsin Education Association, including secretarial, clerical and technical employes."

Given under our hands and seal at the City of Madison, Wisconsin, this 17<sup>th</sup> day of November, 1971.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By

  
Morris Slavney, Chairman

  
Jos. B. Kerkman, Commissioner

STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

-----

In the Matter of the Petition of	:	
	:	
WISCONSIN EDUCATION ASSOCIATION	:	
PROFESSIONAL STAFF ORGANIZATION	:	
	:	Case I
For a Declaratory Ruling involving	:	No. 14500 DR-17
	:	Decision No. 10230-A
EXECUTIVE COMMITTEE OF THE WISCONSIN	:	
EDUCATION ASSOCIATION	:	
	:	

-----

MEMORANDUM ACCOMPANYING DECLARATORY RULING

BACKGROUND:

The Executive Committee of the Wisconsin Education Association, hereinafter referred to as the Employer, establishes its labor relations policies and bargains with the Wisconsin Education Association Professional Staff Organization, hereinafter referred to as the Union, which the Employer has recognized as the exclusive representative for all regular full-time and all regular part-time office staff employes of the Employer, including secretarial, clerical and technical employes.

Each of the three employes in question work in the same general office area of the Employer, where President Guckenberg, Executive Secretary Weinlick, Assistant Executive Secretary Gollnick, and Administrative Assistant Sullivan also have their offices. 1/ The Employer's President, Guckenberg, is a member of the Executive Committee as well as being a member of the Employer's negotiating team. The Employer's Executive Secretary, Weinlick, attends the meetings of the Executive Committee as a resource person but he is not a member of said committee but does implement the decisions of that body. The Employer's Assistant Executive Secretary, Gollnick, attends Executive Committee meetings and takes handwritten minutes

---

1/ The membership of the Wisconsin Education Association consists of 44,600 public school teachers in Wisconsin organized into approximately 450 local affiliates covering each of the State's school districts. A majority of the affiliates engage in collective bargaining, on behalf of its teacher members, with local school boards; and the WEA, as part of its program, provides data and the services of its professional staff to said local affiliates for such purposes. Each local affiliate elects representatives to the annual representative assembly which elects an Executive Committee. The Executive Committee employes the Wisconsin Education Association staff, including Executive Secretary Weinlick, and his Assistants, Gollnick and Sullivan.

The parties have specifically agreed that the Commission decide the issue raised by the Declaratory Ruling petition and they waived any objection to its subject matter jurisdiction in that regard.

at the negotiating sessions between the Employer and the Union. 2/ Veronica Sullivan, as the Employer's Administrative Assistant, takes the minutes of Executive Committee meetings and acts as Executive Secretary when Weinlick is absent.

EMPLOYER'S POSITION:

The Employer argues that Marilyn Pertzborn as Secretary to Assistant Executive Secretary Gollnick is a confidential employe, claiming she is privy to negotiation matters, by virtue of the fact that she types Gollnick's handwritten notes which he takes during negotiations with the Union. The Employer points out that she has access to its general files which contain grievance reports and personnel records. The Employer contends that she types the minutes of the negotiation meetings and that she distributes same only to the members of the Employer's negotiating team.

The Employer contends that Marilyn Pingel, as Secretary to President Guckenber, is a confidential employe because she types minutes of the negotiation sessions and the minutes of the Executive Committee meetings, thereby giving her an awareness of the Employer's policy decisions with respect to bargaining matters. The Employer further contends that she should be considered a confidential employe because she has access to the Employer's general files.

The Employer claims that Receptionist-Secretary Janice Accola is a confidential employe because she types 95% of Executive Secretary Weinlick's dictation. The Employer stresses the fact that Weinlick's duties as Executive Secretary include dealing with the employment of all its personnel, carrying out the established employment practices of the Executive Committee and the approval of expenditures. In addition, he acts as a resource person for the Executive Committee and participates directly in negotiations on behalf of the Employer. The Employer further argues that Accola's typing of negotiation sessions minutes, access to the aforementioned general files and the reception and direction of telephone calls to the President, Executive Secretary, and Assistant Executive Secretary, provide her with an easy access to potentially confidential matters.

UNION'S POSITION:

The Union argues that the Secretary to Assistant Executive Secretary Gollnick does not qualify as a confidential employe since Gollnick does not formulate, determine and effectuate labor relations policies, but merely sits in on Executive Committee meetings and takes minutes at negotiating sessions.

The Union contends that the extent of Marilyn Pingel's activities relating to labor relations matters are minimal in that she does not personally attend any negotiating sessions or Executive Committee meetings. The Union argues that her "boss", Guckenber, is merely one of the fifteen members of the Executive Committee, and therefore her position is not the equivalent of a secretary to the corporate vice-president for industrial relations or a secretary to a plant manager. It argues that President Guckenber is not responsible for effectuating management's labor relations policy in any meaningful way since labor relations matters are the Executive Secretary's forte.

---

2/ Gollnick is not a member of the Executive Committee.

Finally, as to Receptionist-Secretary Accola, the Union argues that the only evidence of "confidential" correspondence offered by the Employer was that she had been exposed to was a letter to the Employer's Executive Secretary from an officer of a local affiliate, expressing "shock" that the Wisconsin Education Association staff might go on strike and his opinion that the Executive Committee "has gone astray" in that it was not representing the interests of teachers. The Union contends that the aforementioned letter was clearly not of a confidential nature, nor was it an internal communication, but, instead, was a criticism of management's position expressed by an interested outside party. Furthermore, the Union argues that there is no evidence to demonstrate that Accola has ever eavesdropped on telephone conversations which were potentially of a confidential nature.

#### DISCUSSION:

The record reveals that copies of the Executive Committee minutes are normally distributed to the Union and to the members of the Union's negotiating team. Furthermore, the minutes of the joint negotiating sessions taken by the Employer are compared to minutes taken by the Union in order to account for any discrepancies. The Employer's argument that the three employees in issue have access to the minutes of both the Executive Committee meetings and the negotiation sessions prior to the time that the Union received said information is a distinction without a difference. Clearly when a union has full knowledge of precisely the same labor relations related information as the employer, such information is certainly not to be considered in any way confidential. Also, the fact that the three individuals in question have access to the Employer's general files containing personnel matters is not indicative of confidentiality when said files are open to anyone who is employed by the Employer. Finally, it appears that labor relations matters which are most private and confidential are handled by Veronica Sullivan. 3/ Sullivan is present at Executive Committee meetings and prepares the rough draft of the minutes for such meetings and has, in the past, typed said minutes in final form. 4/ In addition, she processes the Executive Committee records and establishes its personnel records, and has charge of the payroll. 5/ Finally, the Employer's general files are kept in Sullivan's office and when said files are placed under lock and key the keys are kept by Sullivan.

---

3/ Executive Secretary Weinlick testified that matters that were "most private and confidential in nature would go to Mr. Weinlick and Miss Sullivan." (Emphasis added)

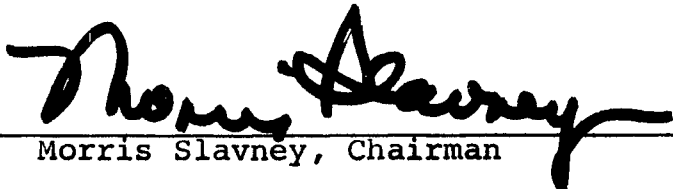
4/ None of the three secretaries in question are personally present at Executive Committee meetings.

5/ We do not consider that being in charge of the payroll is a confidential function.

Based upon the above it appears that Sullivan does at times function as a Private Secretary to Executive Secretary Weinlick on labor relations matters which are confidential in nature. Furthermore, the Employer and the Union have stipulated that Sullivan is excluded from the bargaining unit. Therefore, the Employer can readily utilize Sullivan for all of its confidential labor relations matters while continuing to use the three individuals in question to perform non-confidential duties. 6/

Dated at Madison, Wisconsin, this *17<sup>th</sup>* day of November, 1971.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By   
Morris Slavney, Chairman

  
Jos. B. Kerkman, Commissioner

---

6/ See Sheboygan Board of Education, Dec. No. 10488, 8/71.