

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

For Declaratory Ruling

Appearances:

Lawton & Cates, Attorneys at Law, by Mr. John C. Carlson, and Mr. Charles Garnier, Representative, appearing on behalf of the Wausau Education Association.

Joint School District No. 1, City of Wausau, Towns of Rib Mountain, Stettin, Berlin, Texas, Hewitt, Wausau, and Village of Brokaw having requested the Wisconsin Employment Relations Commission to issue a declaratory ruling pursuant to Section 227.06, Wisconsin Statutes, to clarify an existing collective bargaining unit, by determining whether certain positions are supervisory and therefore excluded from the bargaining unit of teaching personnel employed by the Petitioner; and hearing having been held in the matter on July 27, 1971, July 28, 1971, and August 19, 1971, Marvin L. Schurke, 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, Conclusions of Law and Declaratory Ruling.

1. That Joint School District No. 1, City of Wausau, Towns of Rib Mountain, Stettin, Maine, Berlin, Texas, Hewitt, Wausau, and Village of Brokaw, referred to herein as the Municipal Employer, operates a public school system in a district in and about the City of Wausau, Wisconsin.

2. That the Wausau Education Association, referred to herein as the Association, represents certain employes of the Municipal Employer for the purposes of collective bargaining.

3. That the Municipal Employer and the Association are parties to a collective bargaining agreement which contains, inter alia, a statement describing the bargaining unit in which the Municipal Employer has voluntarily extended recognition to the Association as the exclusive collective bargaining representative, as follows:

## "ARTICLE 1. RECOGNITION

The District recognizes the Association as the exclusive collective bargaining representative for all regular full and part time teaching personnel who teach at least 50% of their time, including department chairmen, elementary area chairmen, guidance counselors, social workers, psychologists, librarians and special teachers, but excluding the superintendent, principals, business manager, transportation supervisor, administrative employees, supervisory employees (as defined by the Wisconsin Employment Relations Commission), office and clerical employees, nurses, dental hygienists, maintenance employees, buildings and grounds employees, kitchen and cafeteria employees, noncontract or substitute teaching employees, and all other employees."

4. That a dispute has arisen between the Municipal Employer and the Association as to whether individuals employed as Elementary Head Librarian, Secondary Head Librarians, Middle School Department Chairmen, High School Department Chairmen, Special Area Coordinators (K-12 Athletic Director, Music Coordinator, Art Coordinator, Physical Education Coordinator, Social Work Chairman, Speech Department Chairman, and Director of School Forests), Elementary Assistant Principal - Stettin and Elementary Assistant Principal - Berlin, should be included within the bargaining unit described above; and that until the onset of the dispute leading to the instant proceeding, all said disputed positions were included by mutual agreement between the Municipal Employer and the Association in the bargaining unit described above.

5. That the Elementary Head Librarian reports directly to the Director of Instruction and oversees the operation of centralized library facilities in 13 elementary schools and oversees the operation of classroom library collections in one additional school; that the Elementary Head Librarian supervises the work of three professional librarians, four para-professional employees and two clerical employees; that the Elementary Head Librarian interviews applicants for positions within the elementary school library system and has authority to effectively recommend for or against the hiring of any such applicant, observes the work of employees and files written evaluations of their performance, calls, sets the agenda for and presides over meetings of the employees in the elementary school library system, and prepares, submits and modifies the budget for the elementary school library system.

6. That the Secondary Head Librarians report to the building Principals of their respective schools; that the Secondary Head Librarians oversee the operation of centralized library facilities in their respective schools; that each of the high school (secondary) libraries is staffed by two clerical employees and one professional librarian in addition to the Secondary Head Librarian; that the work assignments of the clerical employees are well established in separate functional areas with infrequent interchange between them or variation from their established routines; that the Secondary Head Librarians and the other professional librarians have equal scheduled duty and student contact in the main library facilities; that both the Secondary Head Librarians and the other professional librarians engage in contact with small groups of students or individual students

in addition to their scheduled duties in the main library facilities; that the Secondary Head Librarians interview applicants for positions on their respective library staffs and make recommendations for or against the hiring or transfer of such applicants, but that all such applicants are also subject to interview and recommendation by the building Principals and the Director of Instruction; and that the Secondary Head Librarians order library materials and submit the budgets for their respective libraries, but that the Secondary Head Librarians do not exercise significant independent judgment or authority in the selection of items for submission in the budget or the selection of materials for purchase for the library collection.

7. That Middle School Department Chairmen report to building Coordinators in each of the middle school buildings; that Middle School Department Chairmen teach the same number of classes as other middle school teachers; that Middle School Department Chairmen interview applicants for positions within their departments and consult with the building Coordinators regarding the hiring of teachers, but do not make independent effective recommendations on the hiring of teachers or other employees; that Middle School Department Chairmen participate, in conjunction with the building Coordinators, in the assignment of employees, but lack authority to change or effectively recommend change of assignment of employees.

8. That High School Department Chairmen report to the building Principals of their respective schools; that High School Department Chairmen in departments of art, music and physical education are also under the supervision of the Coordinators of art, music and physical education, respectively; that High School Department Chairmen oversee instruction and activities in their respective academic areas; that each of the high school departments has the part-time or full-time services of a clerical employee and is staffed by one to fifteen teachers in addition to the Department Chairman; that High School Department Chairmen in most departments receive a reduced teaching load in recognition of their activities as Department Chairman, but that all of the High School Department Chairmen carry more than 50% of a normal teaching load and engage, for a substantial portion of their time in the same activities as the other teachers in their departments; that High School Department Chairmen participate in the selection of teaching teams and the establishment of class schedules, but that work assignments for all high school teachers are generally established for a full semester or a full academic year at a time; that the High School Department Chairmen interview applicants for positions within their departments and make recommendations for or against the hiring or transfer of such applicants, but that all such applicants are also subject to interview and recommendation by the building Principal and the Director of Instruction; and that the High School Department Chairmen prepare and submit the budgets for their departments, but that such Department Chairmen generally exercise only minimal independent judgment or authority concerning the selection of items for submission in the budget.

9. That the K-12 Athletic Director reports to the Director of Instruction; that the K-12 Athletic Director oversees the operation of an interscholastic athletic program in eleven sports; that the K-12 Athletic Director supervises the work of 55 to 60 teachers employed by the Municipal Employer who are also employed by the Municipal Employer in the additional capacity of athletic coach; that the K-12 Athletic Director recruits candidates for positions as athletic coaches, interviews applicants for positions as athletic coaches and makes effective recommendations for or against hiring of any such applicant as a coach; that the K-12 Athletic Director

has authority to promote an employe to the rank of head coach or to remove a head coach from such rank; that the K-12 Athletic Director observes the work of coaching employes, evaluates their performance, and is authorized to recommend termination of employment as a coach; that the K-12 Athletic Director has responsibility for athletic contracts between the Municipal Employer and other school systems and makes arrangements for preparation of facilities for athletic contests; and that the K-12 Athletic Director does not engage in any teaching or coaching duties similar to those assigned to persons employed in the bargaining unit of teaching personnel.

10. That the Music Coordinator, Art Coordinator, Physical Education Coordinator, Social Work Chairman and Speech Department Chairman report directly to the Director of Instruction or to the Director of Pupil Services, as the case may be; that such Coordinators and Chairmen oversee instruction and activities in their respective areas of specialization throughout the school system operated by the Municipal Employer; that such Coordinators and Chairmen have, under their direct supervision, all employes assigned to work in the elementary schools operated by the Municipal Employer in their respective specialized areas, and employes working in such specific specialized areas have no other direct supervision; that such Coordinators and Chairmen may engage in recruiting of candidates for employment by the Municipal Employer; that such Coordinators and Chairmen interview applicants for positions in their respective specialized areas and have authority to effectively recommend for or against the hiring of any such applicant; that such Coordinators and Chairmen observe the work of employes in their respective specialized areas and may file written evaluations of their performance; that such Coordinators and Chairmen are authorized to recommend termination of employment of employes in their respective specialized areas; that such Coordinators act as staff advisors, with respect to their respective specialized areas, to the building Coordinators or Principals in the middle schools and high schools; and that such Coordinators and Chairmen prepare, submit and modify the budgets for their specific areas of responsibility.

11. That the Director of School Forests, otherwise described as the Coordinator of Outdoor Education and School Forests, reports to the Director of Instruction and to the Director of Buildings and Grounds; that the Director of School Forests manages and directs the use and operation of four tracts of forest land owned and operated by the Municipal Employer as a part of its school system; that during the regular school year the school forests are staffed by cooks and custodians in addition to the Director of School Forests; that during the summer months the school forests are staffed by an additional teacher and four student counselors who work in a federally funded program administered by the Director of School Forests; that the Director of School Forests prepares, submits and modifies the budget for the operation and maintenance of the forests and permanent facilities located on three of the forest tracts; and that the Director of School Forests engages in some student contact, but spends the substantial majority of his time in activities concerned with the management and operation of the school forests.

12. That the position designated Elementary Assistant Principal, Stettin School, during the 1970-1971 school year has been revised and that the individual occupying such position now has responsibility and

authority as a co-principal for both Stettin School and Jefferson School, another elementary school operated by the Municipal Employer; that the individual who was formerly designated as Principal of Jefferson and Stettin Schools acts as the other co-principal over such schools; that the co-principals share administrative responsibilities and authority for both schools and also share, with an intern teacher, the instruction of one class at Stettin School; that both such Co-principals interview applicants for positions within either such school and recommend for or against the hiring of any such applicant; and that both such Co-principals observe and evaluate the work of employees at both schools; and that both such Co-principals have authority to assign work to employees at both such schools.

13. That the Elementary Assistant Principal, Berlin School, who reports to the Principal, Berlin and Maine Schools, has no authority or responsibility regarding Maine School; that the Elementary Assistant Principal, Berlin School, interviews applicants for positions at Berlin School, and makes effective recommendations on the hiring of teachers and other employees; that the Principal, Berlin and Maine Schools, observes and evaluates the work of employees at Berlin School and retains authority to act or to recommend action with regard to the hiring, transfer, discharge, assignment, reward, and discipline of employees at Berlin School, but that the Principal, Berlin and Maine Schools spends only 30% of his time at Berlin School; that the Elementary Assistant Principal, Berlin School, is the first-line supervisor in charge at Berlin School for 70% of the time and has and exercises authority with regard to the supervision of employees at Berlin School.

On the basis of the above and foregoing Findings of Fact, the Commission makes the following

#### CONCLUSIONS OF LAW

1. That the positions of Elementary Head Librarian, Music Coordinator, Art Coordinator, Physical Education Coordinator, Social Work Chairman, Speech Department Chairman, the Co-principals of Stettin and Jefferson Schools, and the Elementary Assistant Principal, Berlin School, all in the employ of Joint School District No. 1, City of Wausau, Towns of Rib Mountain, Stettin, Maine, Berlin, Texas, Hewitt, Wausau, and Village of Brokaw, are supervisors within the meaning of Sec. 111.70(1)(a) of the Municipal Employment Relations Act, and, therefore, are not municipal employees within the meaning of Sec. 111.70(1)(b) of the Act.

2. That the K-12 Athletic Director and the Director of School Forests in the employ of Joint School District No. 1, City of Wausau, Towns of Rib Mountain, Stettin, Maine, Texas, Hewitt, Wausau, and the Village of Brokaw, are supervisory and managerial employees, and therefore are not municipal employees within the meaning of Sec. 111.70(1)(b) of the Municipal Employment Relations Act.

3. That the positions of Secondary Head Librarians, Middle School Department Chairmen, and High School Department Chairmen, all in the employ of Joint School District No. 1, City of Wausau, Towns of Rib Mountain, Stettin, Maine, Berlin, Texas, Hewitt, Wausau, and Village of Brokaw, are municipal employees within the meaning of Sec. 111.70(1)(b) of the Municipal Employment Relations Act.

On the basis of the above and foregoing Findings of Fact and Conclusions of Law, the Commission makes the following

DECLARATORY RULING

1. That the positions of Elementary Head Librarian, K-12 Athletic Director, Music Coordinator, Art Coordinator, Physical Education Coordinator, Social Work Chairman, Speech Department Chairman, Director of School Forests, Elementary Assistant Principal at Stettin School [Co-principal, Stettin and Jefferson Schools] and Elementary Assistant Principal, Berlin School, are excluded from the bargaining unit consisting of all regular full time and part time teaching personnel employed by Joint School District No. 1, City of Wausau, Towns of Rib Mountain, Stettin, Maine, Berlin, Texas, Hewitt, Wausau and Village of Brokaw.

2. That the positions of Secondary Head Librarian, Middle School Department Chairmen, and High School Department Chairmen are properly included in the bargaining unit of teaching personnel employed by Joint School District No. 1, City of Wausau, Towns of Rib Mountain, Stettin, Maine, Berlin, Texas, Hewitt, Wausau and Village of Brokaw.

Given under our hands and seal at the City of Madison, Wisconsin, this 25<sup>th</sup> day of April, 1972.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By

  
Morris Slattery, Chairman

  
S. Rice II, Commissioner

  
J. B. Kerkman, Commissioner

JOINT SCHOOL DISTRICT NO. 1,  
CITY OF WAUSAU, TOWNS OF RIB  
MOUNTAIN, STETTIN, MAINE, BERLIN,  
TEXAS, HEWITT, WAUSAU, AND VILLAGE  
OF BROKAW

Case V Decision No. 10371-A

MEMORANDUM ACCOMPANYING  
DECLARATORY RULING

The collective bargaining agreement entered into on March 5, 1971 between the Petitioner and the Wausau Education Association was the first comprehensive collective bargaining agreement negotiated by the parties. During the negotiations leading to the March 5, 1971 agreement, the Municipal Employer sought and obtained language in the recognition clause of the agreement excluding "supervisory employees (as defined by the Wisconsin Employment Relations Commission)" from the bargaining unit covered by that agreement. On June 4, 1971, approximately three months following the adoption of the agreement, the Municipal Employer filed its petition for Declaratory Ruling requesting that the Commission clarify the bargaining unit with respect to the status of employees in 13 classifications. By an order dated June 12, 1971 the Commission scheduled hearing in the matter for July 20, 1971. On July 12, 1971 Notice was issued postponing hearing in the matter to July 27, 1971. Hearing was opened at Wausau, Wisconsin, on July 27, 1971, Marvin L. Schurke, Hearing Officer, being present, and was continued on July 28, 1971. At the close of the proceedings for the day on July 28, 1971, the Hearing Officer recessed the Hearing to August 12, 1971. Counsel for the Wausau Education Association objected to the date set by the Hearing Officer, and moved for recess to August 19, 1971. Counsel for the Municipal Employer opposed recess to August 19, 1971, as constituting an undue delay of the proceedings. The motion was referred to the full Commission for consideration. However, prior to any further action by the Commission, the Chairman of the Commission was advised by Counsel for the Association, that the Association had determined to rest its case-in-chief, that the first order of business upon resumption of the hearing would be rebuttal evidence presented by the Municipal Employer, and that it appeared that, contrary to previous expectations, the hearing could be completed in one additional day or less. The Association urged that, under the changed circumstances, recess to the August 19, 1971 date would not unduly delay the proceedings. On July 30, 1971, the Hearing Officer advised Counsel for the Municipal Employer that the Association had modified its position and, in particular, that the Association had indicated its decision to rest its case-in-chief without calling any additional witnesses. On the basis of such information, the Municipal Employer withdrew opposition to the Motion, and Notice was issued setting resumption of the Hearing on August 19, 1971. On August 19, 1971, Counsel for the Association did not appear. Mr. Charles Garnier, Representative of the Wisconsin Education Association, appeared for the Wausau Education Association and asserted his intent not to rest the Association's case-in-chief until after examination of one additional witness. Over objection by Counsel for the Municipal Employer, the Hearing Officer permitted the examination and cross-examination of the witness, Jack Kalkoske, and reserved ruling on the question of whether the evidence so adduced should be considered in the decision of the case. The Municipal Employer objected to the evidence on the basis of the violation of the agreement to rest, made by Counsel for the Assoc-

iation and communicated through the Hearing Officer, and on the prejudice resulting because of the unavailability of rebuttal witnesses who would have been made available had the Municipal Employer come to the recessed hearing prepared for anything other than rebuttal evidence on the case as it then stood. The Commission does not deem it necessary to rule formally on the Municipal Employer's objection. From a review of the Municipal Employer's case-in-chief, the Commission is satisfied that the Middle School Department Chairmen are not supervisors within the meaning of the Act. The testimony of witness Kalkoske has therefore not prejudiced the Municipal Employer's case in any way. The hearing was completed and closed on August 19, 1971. Briefs were filed by the Municipal Employer on October 15, 1971 and by the Association on October 22, 1971. Reply briefs were filed by both parties on November 8, 1971.

#### TIMELINESS OF PETITION FOR DECLARATORY RULING

The petition initiating the instant proceedings was filed under caption stating: "Petition Pursuant to Section 227.06, Wisconsin Statutes, For Declaratory Ruling to Clarify Bargaining Unit."

#### "227.06 DECLARATORY RULING

(1) Any agency may, on petition by any interested person, issue a declaratory ruling with respect to the applicability to any person, property or state of facts of any rule or statute enforced by it. Full opportunity for hearing shall be afforded to interested parties. A declaratory ruling shall bind the agency and all parties to the proceedings on the statement of facts alleged, unless it is altered or set aside by a court. A ruling shall be subject to review in the circuit court in the manner provided for the review of administrative decisions.

. . . ."

The collective bargaining unit involved herein was defined by the parties as a part of the Municipal Employer's voluntary recognition of the Association as the exclusive collective bargaining representative of employees in the bargaining unit, and through their subsequent bargaining. The description of the bargaining unit, and the eligibility for inclusion therein of individuals heretofore included therein, have not been determined previously in proceedings before the Wisconsin Employment Relations Commission.

No issue was raised before hearing or during the course of the hearing as to the validity of the petition or the timeliness of its filing. In its brief, the Association raises, for the first time, a claim that the petition was not timely filed. The Association proposes that the Commission should adopt, in declaratory ruling proceedings, the same timeliness tests adopted by the Commission by decision in representation proceedings under Section 111.70, Wisconsin Statutes. <sup>1/</sup> There is no basis for the imposition of timeliness requirements in proceedings of the nature of the instant

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<sup>1/</sup> Wauwatosa Board of Education (8300-A) 6/68; City of Milwaukee (8622) 11/68; Milwaukee County (8855) 6/69; Dane County (9371) 12/69; Black Earth School District No. (9719) 6/70.



case. Section 111.70(1)(b), Wisconsin Statutes, as amended November 11, 1971, defines the employees to which the Municipal Employment Relations Act has applicability. Even under the previous legislation, this Commission consistently excluded supervisory employees from the coverage of the statute. 2/ The petition herein does not question the status of the Association as the exclusive representative in the bargaining unit but, rather, questions only the applicability of the statute to individuals occupying certain positions heretofore included in that bargaining unit. Under the circumstances existing herein, the petition for declaratory ruling is appropriate at this time.

#### DERIVATION OF "EMPLOYEE" RIGHTS

The brief filed for the Association raises the proposition that the decision of the Commission in this case is controlled by decisions of the United States Supreme Court and our own Supreme Court, going to the proposition that employees have a constitutionally guaranteed right to deal on a collective basis with their employer for the purpose of advancing their economic interest. While we agree with the principles established in the cases cited, we do not arrive at the conclusion the Association would appear to have us reach. Above and beyond minimum constitutional rights, the Wisconsin Statutes provide rights and protections for municipal employees within this state and administrative machinery for the exercise and enforcement of those rights. The Municipal Employment Relations Act, Section 111.70 and 111.71, Wisconsin Statutes, as amended November 11, 1971, controls the decision of the Commission in this case.

#### "111.70 MUNICIPAL EMPLOYMENT RELATIONS ACT

"(1) Definitions. As used in this subchapter:

(b) "Municipal employee" means any individual employed by a municipal employer other than an independent contractor, supervisor, or confidential, managerial or executive employee.

. . .

(c) "Supervisor" means:

1. As to other than municipal and county firefighters, any individual who has authority, in the interest of the municipal employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other employees, or to adjust their grievances or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

. . ."

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2/ Outagamie County Hospital (6076) 8/62.

The issues for decision are whether any or all of the positions in dispute are supervisory, confidential or managerial within the meaning of the Statute, and should therefore be excluded from the bargaining unit of teachers. In making such a determination, the Commission looks to the facts in each case. Although not statutory criteria, the amount of time spent in supervision and the number of other supervisors supervising the same employees are also factors having some weight with the Commission in its determinations with respect to the statutory criteria. A finding herein that a particular position or class of positions is properly excluded from the bargaining unit would not deprive any individual so excluded of any constitutional right. The "deprivation", if any, would operate only as to the statutory rights and privileges and the availability of administrative enforcement.

Each position in dispute is discussed under the headings which follow. Since some of the positions relate to one another in a way which affects the decision of this case, we have deviated from the order in which the petition listed the disputed positions. A visual analysis of the organization of the school district is included as an appendix to this Memorandum.

#### ELEMENTARY LIBRARY SUPERVISOR

Gretta Johnson was the first elementary school librarian employed by the Municipal Employer and has participated subsequently in the development of an elementary school library system. The term "supervisor" has been associated with her name and position for six to eight years. Mrs. Johnson interviews applicants for both professional and non-professional positions within the elementary school library system, and she makes effective recommendations for or against hiring. She observes and evaluates employees within her jurisdiction and files written reports of her evaluations, has criticized employees and has complimented employees on their work. The other employees in the elementary school library system each travel between and serve several buildings. Assignments of work schedules and changes of such assignments are made by the Elementary Library Supervisor. Budget requests for all elementary school libraries are compiled and edited by the Elementary Library Supervisor. Mrs. Johnson reports directly to the Director of Instruction and is the only direct-line intermediary between the elementary library employees and the Director of Instruction. The relationship between Johnson and the other elementary library employees is similar to the relationship between an elementary school principal and a classroom teacher in the school. Pursuant to the collective bargaining agreement and previous unilateral practice of the Municipal Employer, the position provides for one week of employment beyond the regular school year and compensation 5% above the regular teacher's salary schedule for the school year. Mrs. Johnson holds a teaching certificate from the Wisconsin Department of Public Instruction and engages in contact with students at Franklin School, where her headquarters is located, and at one other school, but her student contact is significantly less than the student contact schedule for the other professional librarians employed in the elementary school library system. The position is supervisory and is excluded from the bargaining unit.

#### MUSIC COORDINATOR

David Riege has been employed by the Municipal Employer as K-12 Music Coordinator for three years. As Music Coordinator, he has

responsibility to oversee and budget for music instruction and activities for kindergarten through senior high school. Riege screens applications for positions on the music staff, interviews applicants, and makes effective recommendations for or against hiring. At the elementary school level the relationship between Riege and the other music teachers is similar to the line-supervisory relationship between the Elementary Library Supervisor and the elementary library staff. At the middle school and high school levels the teachers are generally assigned to a particular building and the supervision of those music teachers is divided between Riege and the building Coordinators or Principals. Riege assigns the schedules of the elementary school music teachers, who travel between buildings, and assigns some elementary music teaching duties to middle school and high school music teachers, who then also travel between buildings. Riege observes and evaluates teachers, files written reports of his evaluations, is responsible for discipline of teachers at the elementary level, and has made effective recommendation of non-renewal of a teacher. The compensation of the Music Coordinator is five per cent above the regular salary schedule. Riege engages in some student contact, but his regular teaching schedule is substantially less than a normal teaching load. We conclude that the position is supervisory.

#### ART COORDINATOR

Richard Seagren has been employed by the Municipal Employer for thirteen years under various titles. During this period his jurisdiction has been expanded from time to time and he now oversees art instruction for kindergarten through senior high school. Seagren has engaged, on behalf of the Municipal Employer, in recruiting and interviewing of applicants for positions as art teachers, and he makes effective recommendations on hiring. Seagren reports directly to the Director of Instruction and his line and staff relationships to teachers and principals are similar to those indicated for the Music Coordinator. Elementary art teachers travel between schools on schedules assigned by the Art Coordinator. The Art Coordinator also observes, evaluates, and disciplines elementary art teachers, approves requests for time off, and is authorized to recommend termination of employment. Seagren makes the budget for art instruction in both the elementary and middle schools. He has also participated in the hiring and termination of secretarial employees. The position is clearly supervisory.

#### PHYSICAL EDUCATION COORDINATOR

The position of Physical Education Coordinator has existed for some time, but was expanded, effective September, 1971, to a kindergarten to senior high school position. Peter Mattiacci presently holds the position. Like the other Coordinators, Mattiacci occupies an office in the Board of Education offices in City Hall and reports directly to the Director of Instruction. Until the beginning of the current school year, the Physical Education Coordinator acted only as the line supervisor of physical education teachers in the elementary schools. With the expansion of his jurisdiction, the Physical Education Coordinator will also operate in the middle schools and the high schools in a staff relationship consistent with that of the other Coordinators. Mattiacci has interviewed applicants for positions as elementary school physical education teachers, has reviewed their confidential credentials and has effectively recommended action on their applications. The Coordinator assigns the

work schedule and work locations for elementary teachers, observes and evaluates the elementary teachers, and prepares the budget for the physical education program. Mattiacci formerly spent twelve to fifteen hours per week in student contact, while the other physical education teachers spent substantially more time in student contact. This Coordinator position is similar to those discussed above, and should also be excluded from the bargaining unit.

#### SECONDARY HEAD LIBRARIANS

Emma Larson has been employed as a high school librarian in the Wausau school system since 1943, and she is presently the head librarian at East High School. Until West High School was opened in the autumn of 1970 only one high school was in operation and Miss Larson was the only Secondary Head Librarian. Mary Schoeneck was employed by the Municipal Employer in 1969 as the Head Librarian - designee for West High School and devoted most of her time during the 1969-1970 school year to the preparation of materials for the initial collection of the West High School library. With the opening of West High School Mrs. Schoeneck became the head librarian there. Each of the high school libraries has a staff consisting of the head librarian, an assistant librarian, and two clerical employees. The clerical employees work the entire calendar year. The Secondary Head Librarians work during the regular school year and receive extended contracts for two weeks work outside of the regular school year. Although the Assistant Librarian at West High School did some work during the summer prior to the opening of that school, it appears that the Assistant Librarians ordinarily only work during the regular school year.

The Secondary Head Librarians have participated in the hiring process for positions within their library staffs by reviewing credentials and interviewing applicants. The record indicates that in many cases the Secondary Head Librarians have made recommendations as to whether or not an applicant should be hired, and there is no evidence that a recommendation of a Secondary Head Librarian has been refused or that action has been taken contrary to the recommendation of a Secondary Head Librarian. However, the record also indicates that each such applicant is also interviewed by the building Principal and a person holding the "Director" rank in the school system, and that those persons of higher authority are free to take action contrary to the recommendation of the Secondary Head Librarian. There are several levels of supervision above the Secondary Head Librarian. Even the recommendation of the "Director" must be passed on to the Superintendent of Schools and from him to the Board of Education, which is the ultimate hiring authority. It is not at all clear that the effective recommendation comes from the Secondary Head Librarian.

The clerical employees have a well established routine and it appears, at least in the case of East High School, that the more senior clerical employee has considerable input on decisions concerning the operation of the library. There is no indication that these clerical employees are assigned to perform work in any other area of the school or that they are under the direct supervision of any other person, but there is little indication of interchange of assignments between them or variation from established routine, and thus little call for the Secondary Head Librarian to exercise

"supervisory" authority in the making of job assignments. The Head Librarians and the assistant Librarians have customarily worked out sharing of student contact responsibility by alternating with one another in a pattern of one hour "on-the-floor" and one hour "off-the-floor". Each therefore spends approximately 50% of the student day in scheduled contact with students and 50% in other activities. The Head Librarians devote a portion of their unscheduled time to preparation of the budgets for the libraries and to other administrative duties which are not encountered by the assistant librarians during their unscheduled hours, but both the Head Librarians and the assistant librarians meet with individual students or small groups of students during their unscheduled time. We conclude that the Secondary Head Librarians do not exercise sufficient authority over other employees to permit their exclusion from the bargaining unit as supervisory.

#### HIGH SCHOOL DEPARTMENT CHAIRMEN

Each of the two high schools operated by the Municipal Employer is under the supervision of a Principal. The Principals have wide-spread responsibility for the operation of their schools and they report to the Director of Administration, the Director of Pupil Services and the Director of the Business Department as well as to the Director of Instruction. The Principals are each supported by two Assistant Principals, whose duties are divided so that one has responsibility for instruction and curriculum while the other has responsibility for the building and pupil services.

#### ALL DEPARTMENTS OTHER THAN MUSIC, ART AND PHYSICAL EDUCATION

The departments of Music, Art and Physical Education can be distinguished from other high school departments because of the presence of additional supervision by the Coordinators operating out of the central administration of the school district, and are discussed separately, infra. Approximately 159 teachers are employed in the remaining departments of the two high schools, including 21 High School Department Chairmen who are in dispute. The number of teachers in these departments averages 6.5; and ranges from a low of one to a high of fifteen. The record discloses several high school departments which have more teachers than any of the elementary schools also in dispute in these proceedings. Most of the departments have a clerical employee assigned to them. The High School Department Chairmen are appointed by the school administration and report to the building Principals. They operate under a job description which was drafted and approved by a committee of Department Chairmen during the 1968-69 school year. That job description states, in part:

##### "Basic Function:

"The department chairmen should be responsible for the curriculum, supervision of the teachers and the organization of the department. He shall assume the responsibilities as delegated by the principal and assistant principal and report on progress as directed.

##### "Position Responsibilities:

"A. Responsible for the assignments of teachers.

- B. Establish the daily schedule in the subject area.
- C. Determine the grouping of the students.
- D. Develop and improve a sequential curriculum.
- E. Serve on the city-wide curriculum committee, K-12.
- F. Responsible for the department budget.
- G. Select textbooks and other teaching aids.
- H. Hold departmental meeting which will correlate with the school program.
- I. Responsible for the supervision of all members of the department.
- J. Orientation of new teachers in the philosophy, curriculum and materials of the department.
- K. Co-ordinating of the secretarial assignments.
- L. Responsible for all equipment.
- M. Recommend action on teacher candidates for the department.
- N. Attend national, state and local meetings.
- O. Serve as a member of the Faculty Advisory Committee."

The evidence indicates that there has been no major change in the duties of the Department Chairmen during the past two years. The question is whether the department chairmen live up to their job description with sufficient exercise of independent judgment and authority so as to constitute "supervisors" within the meaning of the Act. We find that they do not.

The record indicates that the Department Chairmen participate in the hiring process if it is convenient for the school administration to have them so participate. The Department Chairmen work only during the regular school year, and hiring done during the summer months is carried out without participation by the Department Chairmen. On occasion, applicants have been interviewed by some other member or members of the department where the Department Chairman was unavailable or absent on a regular school day. When a vacancy occurs, it is the building Principal who reviews the applications on file in the central office and makes the initial selection of applicants to be considered. Applicants interviewed during the portion of the year when the Department Chairmen are present are generally interviewed by the Department Chairmen with whom they would be working if hired. All such applicants, and all applicants interviewed during the summer months, are interviewed by the building Principal and the Director of Instruction, either of whom has the authority to reject any recommendation of a Department Chairman. As with the recommendations made by the Secondary Head Librarians, it is not clear that it is the Department Chairman who makes the effective recommendation.

The Department Chairmen participate in the consideration of requests for transfers into their departments by teachers in other schools within the system. The evidence in the record concerns a specific incident, the application of one Sanford Shanks for a transfer to a position in the Social Studies Department at East High School for the 1971-1972 school year. Shanks was hired by the Municipal Employer during a teacher's strike as a replacement teacher in the Social Studies Department at West High School. He remained on the West faculty following the termination of the strike and applied for transfer to the indicated permanent position. Shanks visited East High School during the spring of 1971 and was interviewed by Reitz, the Principal there. Ostertag, the Chairman

of the Social Studies Department at East, was unavailable on the day Shanks interviewed with Reitz, and arrangements were made for Ostertag to visit West High School within the next few days to observe Shanks in the classroom. Ostertag also consulted with Solomonson, his counterpart at West, who recommended against the transfer. Ostertag made a similar recommendation to his Principal, and Shanks was not given the transfer. A fair inference can be drawn from the testimony that the denial of this transfer resulted or could have resulted in the termination of Shank's employment in the school district. The Municipal Employer would have us draw the inference that the Department Chairman's recommendation resulted in the denial of the transfer. However, the entire Shanks incident is clouded with possible inferences. The building Principal and the Director of Instruction are empowered to reject the recommendation of a Department Chairman, and a fair inference can be drawn that the Department Chairman's recommendation in this case merely reflected unanimity of opinion with his peer and with his supervisors.

Although items A, B and C of the stated Position Responsibilities would indicate that the Department Chairmen have authority to assign and direct the work of other teachers, the testimony indicates that much of the planning of class schedules and teaching assignments is done within teaching teams or by general discussion among the teachers in the department. The selection of textbooks, although ultimately the responsibility of the Department Chairman, is also frequently delegated to other teachers in the Department. In this regard it is also necessary to consider that class schedules and teaching assignments are ordinarily made no more often than once per semester and textbook recommendations are made only infrequently, so that such activities do not occupy a significant portion of a Department Chairman's time or a significant portion of his work year.

Neither the Department Chairman's job description nor actual practice has placed the Department Chairman in a position to independently effect disciplinary action against other employees. The record indicates that recommendations on non-renewal, when they are made, are made by the building Principal. At some times in the past the Department Chairmen apparently engaged in a formalized practice of observation of teachers within their departments and had formalized input on the evaluations of teachers within their departments. In 1970-1971 no evaluations of any kind were made at East High School, and at least one Department Chairman at West High School (Solomonson) testified that statements made by the Superintendent of Schools led him (Solomonson) to believe that the role of the Department Chairman in the evaluation procedure had been completely terminated. The Superintendent of Schools testified that his statements were not intended to imply the complete termination of the role of the Department Chairman, but were intended to clarify that it was the responsibility of the building Principal to make the written evaluations of all teachers. Even the Superintendent's explanation leads to the conclusion that it is the Principal who makes effective recommendations concerning teachers, and any oral recommendation made by a Department Chairman is subject to acceptance or rejection by the Principal.

Consistent with item F of their stated Position Responsibilities, the Department Chairmen prepare and submit the budgets for their Departments. However, it appears that the initial procedure followed by the Department Chairmen is little more than a gathering of requests

from individual teachers and reducing them to writing in a single document to be turned in as the proposed budget. Although higher management in the school district would perhaps prefer it be done differently, the evidence does not indicate that the Department Chairmen have exercised significant independent judgment on the selection of items requested by teachers for inclusion in the proposed budget. The budget is forwarded through the Principal to the central office and is apparently somewhat inevitably returned to the school with a cut indicated. Only in situations where the budget cuts made at the central office do not specify the particular items to be cut will the Department Chairmen be placed in a position of having to decide which among competing teacher requests will go unfulfilled. The supervision arising out of this once-a-year event is minimal, and the extent of participation by the Department Chairmen in the making of the budget does not give them any independent managerial authority.

The Department Chairmen are paid 8% over the regular teachers' salary schedule as compensation for their additional duties as Department Chairmen. The amount of the extra pay has been a subject of negotiations between the Municipal Employer and the Association. The work load of the High School Department Chairmen is also adjusted in most cases in recognition of their additional duties. The collective bargaining agreement calls for an 8 hour day for all teachers, and an average teaching day is approximately 5 hours. All of the Department Chairmen at West High School and most of the Department Chairmen at East High School receive a reduced teaching load of one or two hours less classroom instruction per day, leaving three of the 21 Department Chairmen in this group who teach the same number of structured class hours as the teachers they allegedly supervise.

The Commission is satisfied that these Department Chairmen are primarily leaders in the education process and regards them on somewhat the same basis as working for men, due, in part, to the fact that they spend substantial amounts of their time teaching and performing other duties which are performed by all of the teachers. The Department Chairmen in this group do not exercise sufficient independent judgment or authority concerning other employees to offset their substantial activities and time spent doing the same work as other employees and, on balance, the Commission concludes that they should not be excluded from the bargaining unit.

#### DEPARTMENTS OF MUSIC, ART AND PHYSICAL EDUCATION

The Music Department at East High School consists of three teachers, including the Department Chairman and also including the K-12 Music Coordinator. The Music Department at West High School consists of two teachers, including the Department Chairman. The Art Department at each of the high schools consists of two teachers, including the Department Chairman. The Physical Education Department at each of the high schools consists of six teachers, including the Department Chairman. None of the Department Chairmen covered under this heading testified in these proceedings. The only evidence regarding their claimed supervisory status is found, by reference, in the testimony regarding the Coordinators in their areas, and, by generalization, in the testimony regarding all High School Department Chairmen. One of the most persuasive arguments put forth by the Municipal Employer as to the supervisory status of the Department



Chairmen is found in its brief, wherein it is stated:

"The District simply cannot hope to manage its educational program without real and substantial delegation of supervisory authority to its department chairmen. No Principal can acquire a degree of knowledge with respect to all the various disciplines taught to be able to lead and direct the development of the teachers and the teaching in the respective departments."

We are unable to agree in these cases with the conclusion the Municipal Employer reaches, that "It is the department chairmen who supplies that leadership and direction, as indeed they must." These Departments are among the smallest in the high schools. We have previously determined herein that the special area Coordinators for Music, Art and Physical Education are supervisors excluded from the bargaining unit of teachers. The testimony regarding the Coordinators clearly indicates that they serve as staff advisors to the building Principals at the high school level, and also indicates that they possess a high degree of knowledge with respect to these particular disciplines. The Coordinators are available to provide the building Principals with support and to provide direction for the teachers and the teaching in the respective areas. To exclude the Department Chairmen from the bargaining unit in these situations would result, in some cases, in having three supervisors (five if the Assistant Principals are counted) to supervise one teacher. There is insufficient evidence in this record to show that the High School Department Chairmen in Music, Art and Physical Education have any effective authority to supervise other employees so as to require their exclusion from the bargaining unit as supervisors.

#### MIDDLE SCHOOL DEPARTMENT CHAIRMEN

The Municipal Employer operates two middle schools, each of which is under the supervision of an Administrative Coordinator and an Instructional Coordinator, who act as co-principals. Approximately 116 teachers are employed in these two buildings. Fourteen Middle School Department Chairmen are in dispute in these proceedings. Teachers in some areas of instruction in the middle schools are organized into departments on a basis similar to the organization in effect in the high schools in the system, but not all potential departments are organized as such or under the leadership of Department Chairmen. Further, the Physical Education Departments, which are organized as departments and account for two of the disputed positions, are also under the supervision of the Physical Education Coordinator. The Department Chairmen report to the building Coordinators. The Department Chairmen teach the same number of classes as other teachers, but while other teachers are generally assigned to supervise a study hall during one class period per day the Department Chairmen are released for one hour for their "department" activities. The Middle School Department Chairmen interview applicants for positions within their departments and consult with the building Coordinators regarding the hiring of teachers. However, the testimony of witness William Paul, one of the building Coordinators, is replete with the term "we", and it is clear from the context that all of the participation of the Department Chairmen is done jointly or in close conjunction with the participation of the

building Coordinators. In its brief the Municipal Employer urges that while the departmental structure at the middle school level is less critical to the District than that at the high school level, the basic functions of the Department Chairmen are the same and "the differences are differences of degree, not of kind." We have already found that the High School Department Chairmen are not supervisors. The differences in degree recognized by the Municipal Employer go to the amount of independent judgment exercised by the Department Chairmen in the two different situations, and the evidence here also fails to establish that the Middle School Department Chairmen make effective recommendations based on their own independent judgment or have substantial authority to supervise employes. Decisions even as to what teachers would be assigned to what classrooms are made jointly by the Department Chairman and the building Coordinators. The testimony of Mr. Paul indicates that Department Chairmen assign the subjects to be taught by a particular teacher, but this must be taken in context with other testimony of the same witness indicating that the subjects to be taught by a teacher are determined by the building Coordinators at the time they prepare a job description for recruiting of the teacher. There is testimony that the Department Chairmen have responsibility to check the preparation of lesson plans by teachers within their departments, but that testimony does not lead necessarily to a conclusion that Department Chairmen have authority to discipline teachers for non-compliance with requirements for lesson preparation or to effectively recommend such discipline. The Middle School Department Chairmen are not supervisors within the meaning of Section 111.70(1)(o), Wisconsin Statutes.

#### ATHLETIC DIRECTOR

Win Brockmeyer has been employed by the Municipal Employer as a teacher and athletic coach for more than 34 years. Beginning with the 1971-1972 school year, Brockmeyer has assumed the duties of the newly created position of K-12 Athletic Director. In this capacity he does no teaching of students and no athletic coaching, but will be responsible for the operation of the interscholastic athletic program for the entire district and will oversee the activities of 55 to 60 teachers in their capacity as coaches. The evidence indicates that Brockmeyer has performed similar supervisory duties in the past while a teacher, coach and athletic director at East High School, but that his jurisdiction was previously limited to that particular school. In his new capacity Brockmeyer will be responsible for all of the contracts existing between schools, the hiring of officials, working with maintenance men, and getting facilities ready for contests. The responsibilities of the athletic director include the recruitment of coaches, and Brockmeyer will make recommendations on the hiring of individuals as coaches. These recommendations will be effective, subject to the qualification that other supervisory personnel in the District also grant favorable recommendations to hiring the prospective coach as a teacher within the system. The athletic director observes members of the coaching staff and files written evaluations regarding their performance of their coaching duties. He is authorized to recommend nonrenewal of a coaching assignment. Promotions to head coach are made upon recommendation of the athletic director. The collective bargaining agreement indicates that athletic coaches are paid compensation for their coaching duties based on a percentage of the regular teacher's salary schedule. Although coaching employment is not the primary employment of the employes supervised by the

athletic director, their coaching employment cannot be disregarded. The athletic director should be excluded from the bargaining unit.

#### THE SOCIAL WORK CHAIRMAN AND SPEECH DEPARTMENT CHAIRMAN

Jim Ursin is employed by the Municipal Employer as Social Work Chairman. The individual previously employed by the Municipal Employer as Speech Department Chairman retired at the end of the 1970-71 school year, but the position continues to exist and the vacancy was filled with a new employee, whose name is not made a part of the record. These two positions were listed among the special area coordinators in the petition and were the subject of common testimony and argument, and are discussed together here.

The Social Work Chairman oversees the work of three people who are employed to work as social workers in the schools. The social workers are professional employees who have certificates from the Wisconsin Department of Public Instruction, but are not certificated as teachers. The social workers work with children, families and teachers in ways which do not directly involve instruction. The Social Work Chairman has an office in City Hall and reports to the Director of Pupil Services. The record indicates that the Social Work Chairman stands in relation to the social workers in a capacity similar to that of the music, art and physical education Coordinators as line-supervisors of elementary teachers in their respective fields. The Social Work Chairman spends some of his time engaging in the same activities as the other social workers employed by the Municipal Employer, but he has spent a considerable portion of his time engaged in recruiting, visiting college placement bureaus, contacting experienced people in the field, and interviewing applicants. The Social Work Chairman makes recommendations on applicants and his extensive duties in this regard indicates that he has an effective role in the hiring of social workers. The record indicates that the Social Work Chairman is also responsible for the same functions served by the Coordinators, regarding assignment, scheduling and evaluation.

The Speech Department Chairman oversees the work of four speech clinicians, who engage in non-instructional contact with students in the schools. The Speech Department Chairman occupies an office in City Hall and reports to the Director of Pupil Services. The Speech Department Chairman apparently engages in some student contact, but his responsibilities also include the preparation and filing of evaluation reports concerning the other speech clinicians, interviewing applicants for positions as speech clinicians, and assignment and scheduling of the Speech Department staff. Our decision must be made on the record before us. We have concluded, supra, that the art, music and physical education positions are supervisory, and we find no basis in the record for treating these two positions any differently.

#### DIRECTOR OF SCHOOL FORESTS

Hugh Curtis has been employed by the Municipal Employer for approximately 15 years. Curtis' background and training are in the area of conservation. His present title is Coordinator of Outdoor Education and Schools Forest and he operates the conservation program on a year around basis. The Municipal Employer owns four areas

of land which are forested and are used as outdoor laboratories available to all students. Three of the forests have permanent buildings and one of those has a permanent camp consisting of 15 buildings. The outdoor facilities are generally used by students and classes except during the months of December, January and February, as weather conditions dictate. Classes from all grade levels make visits to the forests, ranging from one day field trips to continuous 5 day encampments. The regular classroom teachers accompany their classes on such outings and perform instructional duties while in the school forest facilities. Curtis, who has no regular classroom teaching load, spends only approximately 40% of his time in contact with students, mostly during the months when the forest facilities are closed. The remainder of his job involves advising teachers on the planning and implementation of their programs for their outings, and management of the facilities. During the summer months, Curtis directs a conservation program in the school forests, assisted by one other teacher and four high school or college age student counselors. Although the summer program is funded by the federal government, Curtis is not an employee of the federal government, and, on the contrary, acts on behalf of the Municipal Employer in the operation of the summer program.

A custodian and one or more cooks are assigned to the school forest and are under the day to day supervision of Curtis. Curtis has reviewed applicants for employment and has made recommendations on who should be hired for positions in the school forest. Curtis also prepares the budget for the school forest program and is the primary manager of the physical facilities. Curtis testified that the school forests are a part of the school system treated just as another school. We are satisfied that the Coordinator of Outdoor Education and School Forests has significant independent supervisory and managerial authority and is properly excluded from the bargaining unit. Apart from the determination of the status of Curtis as a supervisor or managerial employee, the undisputed testimony concerning his proportion of time spent in teaching would also indicate that this employee should be excluded from the bargaining unit by the contractual stipulation for recognition of the Association as the representative of only those teaching at least 50% of their time.

#### ELEMENTARY ASSISTANT PRINCIPAL - STETTIN SCHOOL

Stettin School is an elementary school attended by 210 children and staffed by two cooks, two custodians, one secretary and seven classroom teachers. Todd Orthmann served during the 1970-71 school year as Assistant Principal at Stettin School and is Co-principal over both Jefferson and Stettin Schools during the 1971-72 school year. James Godfrey was Principal of both Jefferson and Stettin Schools during the 1970-71 school year and is the other co-principal, with Orthmann, over both schools during the 1971-72 school year. Godfrey and Orthmann share the teaching of one class with an intern teacher. An intern teacher is described in the record as a person who has a Bachelor's Degree but does not have the proper distribution of college credits to obtain a regular teaching certificate. Any independent time spent by the intern teacher and specialist teachers will directly reduce the proportion of time spent by Godfrey and Orthmann in teaching. Godfrey and Orthmann both have responsibilities outside of the classroom and devote time to their administrative duties above and beyond the normal teacher's schedule. During the

1970-71 school year Orthmann had 30% of his teaching load "released" for his administrative duties, but was the person in charge at Stettin School for 70% of his teaching time. In 1970-71 Orthmann interviewed applicants for teaching positions at Stettin School. Under the new co-principalship arrangement both Orthmann and Godfrey have a direct role in the hiring of teachers for both schools. They also share responsibility for non-professional staff at both schools, have access to personnel files and confidential records, and will observe and evaluate teachers in both schools in 1971-72. The two co-principals have significant supervisory authority and we conclude that both are properly excluded from the bargaining unit.

#### ELEMENTARY ASSISTANT PRINCIPAL - BERLIN SCHOOL

Berlin School is an elementary school attended by 140 children and staffed by two cooks, one custodian, one secretary, five teachers, and Assistant Principal Gordon Maki. Maine School is an elementary school approximately twice as large as Berlin School and is located nine miles from Berlin School. George Klinker holds the title of Principal, Berlin and Maine Schools. Maki spends no time at Maine School and has no responsibility concerning Maine School. Klinker spends 70% of his time at Maine School and only 30% of his time at Berlin School, leaving Maki as the person in charge at the Berlin School for 70% of the time. Maki receives a 30% reduction of teaching load and 5% extra compensation in his capacity as Assistant Principal at Berlin School, and he also spends some time in administrative duties outside of the regular teacher's work schedule. Assistant Principals are employed at several other elementary school buildings in the school system operated by the Municipal Employer, but in all cases other than Berlin School and the co-principalship arrangement at Jefferson and Stettin Schools, the person designated as Principal devotes his entire activity to a single building. The Assistant Principals in the buildings where there is a full time Principal are included in the bargaining unit by mutual agreement and are not in dispute here.

Gordon Maki occupies the administration office at Berlin School and possesses other indicia of authority concerning the operation of that school. Maki participates in the hiring process for employees in Berlin School by interviewing applicants and making recommendations for or against hiring. Some of the interviews are conducted as joint interviews with Klinker, and Klinker has made it a practice to always interview prospective teachers, but the evidence indicates that the ultimate decision and recommendation to be made on an applicant for a teaching position at Berlin School is made jointly by Maki and Klinker. The record indicates that Maki would have a similar role in the replacement of non-instructional employees at Berlin School. Maki observes teachers and has conferences with them concerning their teaching performance. Maki contributes to the written evaluations prepared by Principal Klinker concerning the employees at Berlin School. In the event that a situation occurred calling for decision or action by the "principal" at a

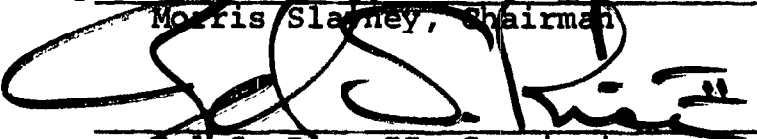
time when Mr. Maki was conducting a class, Maki would be expected to excuse himself from his teaching duties and handle the administrative situation. There is sufficient evidence of authority over employees to place this Assistant Principal within the definition of a supervisor.

Dated at Madison, Wisconsin, this 25<sup>th</sup> day of April, 1972.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By

  
Morris Slattery, Chairman

  
Zel S. Rice II, Commissioner

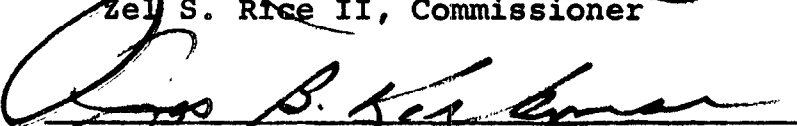
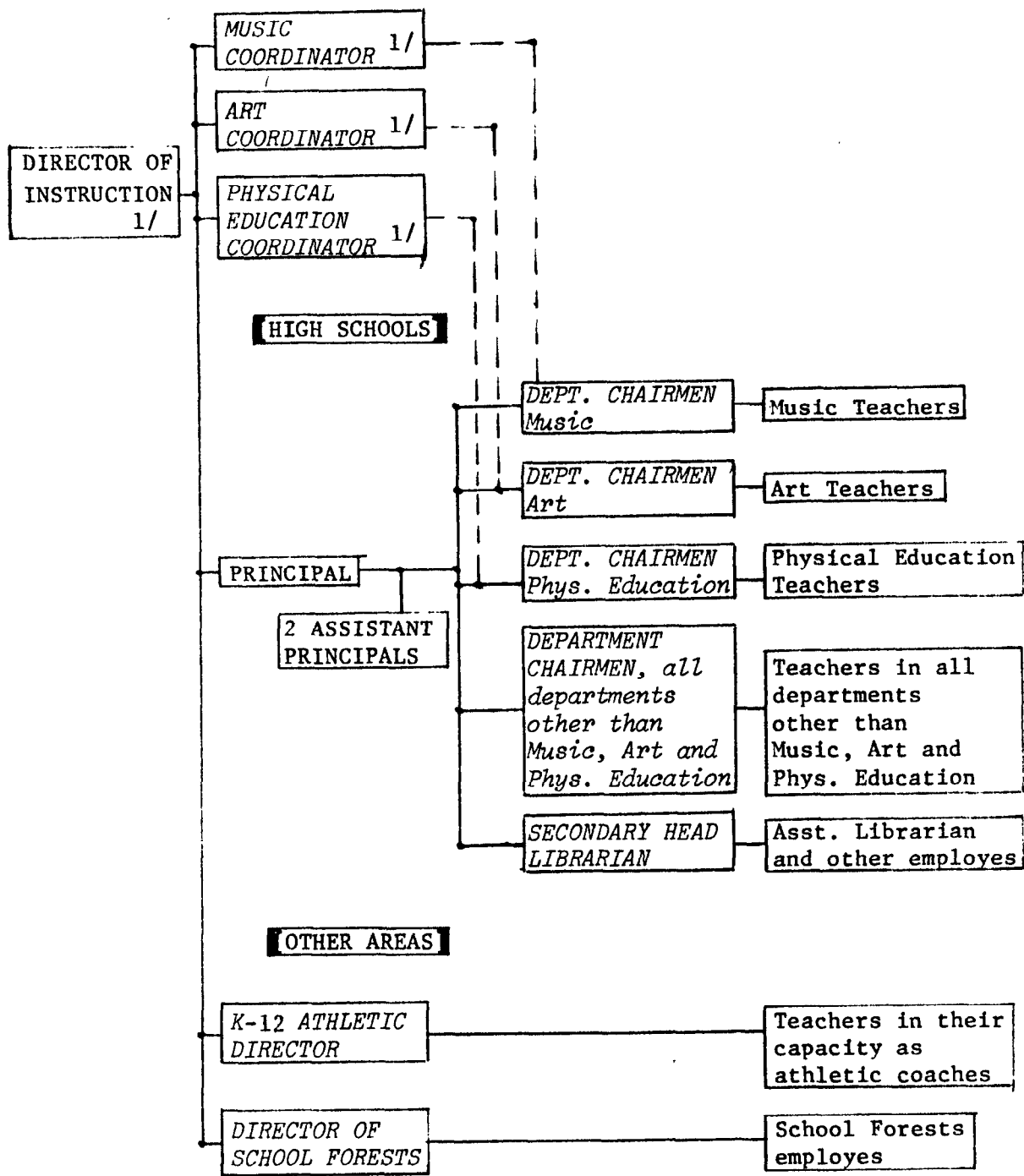
  
Jos. B. Kerkman, Commissioner

TABLE OF ORGANIZATION, Continued



1/ Positions so noted are repeated from the previous page and do not represent any employes or positions in addition to those indicated on the previous page.

NOTE: UNDISPUTED SUPERVISORY POSITIONS ARE INDICATED IN UPPER CASE TYPE.  
DISPUTED POSITIONS ARE INDICATED IN ITALIC TYPE.

Undisputed non-supervisory positions are indicated in normal type.

TABLE OF ORGANIZATION

