

STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

In the Matter of the Petition of :
LOCAL 60, WCCME, AFSCME, AFL-CIO : Case VII
Involving Certain Employees of : No. 15002 DR(M)-26
JOINT SCHOOL DISTRICT NO. 4, CITY : Decision No. 10588-A
OF MONONA, ET AL :

Appearances:

Mr. George E. Lewis, Representative, appearing on behalf of
the Petitioner.

Mr. Loyal J. Sargent, Assistant Superintendent, appearing on
behalf of the Municipal Employer.

DECLARATORY RULING

Local 60, WCCME, AFSCME, AFL-CIO, having filed a petition with the Wisconsin Employment Relations Commission requesting that the Commission issue a Declaratory Ruling to determine whether a certain employe in the employ of Joint School District No. 4, City of Monona, et al, holding the position of Assistant Maintenance Supervisor, is a supervisor and should therefore be excluded from the existing collective bargaining unit consisting of all regular full-time and regular part-time employes of the custodial, maintenance and transportation staff of Joint School District No. 4, City of Monona, et al, except supervisory employes; and a hearing having been held on the matter on November 23, 1971, George R. Fleischli, Hearing Officer being present; and the Commission having considered the evidence and arguments of the parties, and being fully advised in the premises, makes and files the following Findings of Fact and Declaratory Ruling.

FINDINGS OF FACT

1. That Local 60, WCCME, AFSCME, AFL-CIO, hereinafter referred to as the Petitioner, is a labor organization within the meaning of Section 111.70(1)(j) of the Wisconsin Statutes, and has its offices at Madison, Wisconsin.

2. That Joint School District No. 4, City of Monona, et al, hereinafter referred to as the Municipal Employer, is a Municipal Employer within the meaning of Section 111.70(1)(a) of the Wisconsin Statutes, operating a joint school district and has its offices at Monona, Wisconsin.

3. That on April 17, 1967, following an election conducted by the Wisconsin Employment Relations Commission, the Petitioner was certified as the exclusive bargaining representative of all regular full-time and regular part-time employes of the custodial, maintenance and transportation staff of the Municipal Employer, except supervisory employes; that at said election the employe then holding the position of Assistant Maintenance Supervisor, Harley Brockman, was included on the list of eligible employes and allowed to vote.

4. That on July 13, 1971, Harley Brockman retired and that thereupon Lester Hanson was promoted to the position of Assistant Maintenance Supervisor; that since assuming the duties of said position Hanson has performed the duties of Maintenance Supervisor for one week while Everette H. Pettey, the regular Maintenance Supervisor was on vacation; that Hanson's duties, as Assistant Maintenance Supervisor, consist of performing routine maintenance work inside and outside of the five school buildings, operating and repairing various items of equipment such as snow removal equipment, power mowers and floor scrubbers and buffers, and acting as a substitute bus driver; that in addition Hanson is on-call 24 hours a day, seven days a week for purposes of responding to emergency situations at any of the five schools of the Municipal Employer; that Hanson does not exercise substantial supervisory authority over any of the other employes, except in the absence of the Maintenance Supervisor.

On the basis of the above and foregoing Findings of Fact the Commission issues the following


DECLARATORY RULING


That the Assistant Maintenance Supervisor, Lester Hanson, is not a supervisor within the meaning of Section 111.70(1)(o)1 of the Wisconsin Statutes and is therefore included in the certified bargaining unit consisting of all regular full-time and regular part-time employes of the custodial, maintenance and transportation staff of Joint School District No. 4, City of Monona, et al, except supervisory employes.

Given under our hands and seal at the City of Madison, Wisconsin, this 24th day of January, 1972.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By


Morris Slavney, Chairman


Jos. B. Kerkman, Commissioner

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

Case VIII
No. 15002 DR(M)-26
Decision No. 10588-A

The Municipal Employer contends that the job of Assistant Maintenance Supervisor was changed when Lester Hanson assumed that title on July 13, 1971, to include a greater degree of supervisory authority and that the fact that Harley Brockman was not excluded as a supervisor was in no way controlling in this proceeding. The Petitioner argues that even if the duties of the Assistant Maintenance Supervisor have changed, those duties are not of such a nature so as to require that Hanson be excluded from the bargaining unit as a supervisor.

It is clear that Hanson's day to day work includes little or no supervisory responsibilities. He spends the overwhelming majority of his time performing routine bargaining unit work. On some occasions he works with other employees, but on those occasions he works alongside the employees and does not spend a substantial portion of his time directing their activities.

Hanson is allowed to participate in the interviewing and evaluation process which is conducted by the Maintenance Supervisor and is expected to assist in the training of new employees. However, the hiring and firing of employees is done by the Superintendent or Assistant Superintendent on the recommendation of the Maintenance Supervisor. Hanson is expected to report any disciplinary problems to the Maintenance Supervisor or in his absence to the Superintendent or Assistant Superintendent.

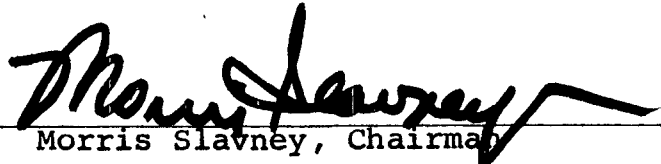
Hanson has not had occasion to attempt to exercise any lesser disciplinary authority over the other 17 full-time and 8 part-time employees in the bargaining unit. The Maintenance Supervisor has administered minor discipline on two prior occasions. On those occasions the Maintenance Supervisor suspended the employees for three days and informed the Assistant Superintendent of his action.

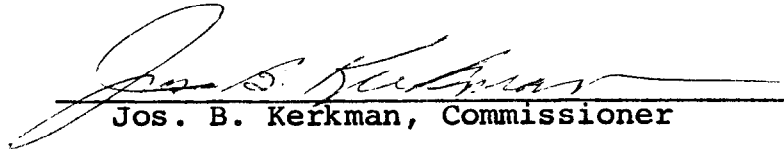
It is therefore reasonable to conclude that Hanson likewise has the authority, in the absence of the Maintenance Supervisor,

to exercise disciplinary authority up to and including a three day suspension. However, the portion of time which he might spend as acting Maintenance Supervisor is not sufficient to warrant excluding him from the bargaining unit as a supervisor.

Dated at Madison, Wisconsin, this 24th day of January, 1972.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By 
Morris Slavney, Chairman


Jos. B. Kerkman, Commissioner