

STATE OF WISCONSIN
BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

In the Matter of the Petition of :

DISTRICT ONE TECHNICAL INSTITUTE :
STAFF AND CLERICAL FEDERATION :
LOCAL 12398 :

Case XXXII
No. 16521 ME-882
Decision No. 11683

Involving Certain Employees of :

AREA VOCATIONAL, TECHNICAL AND :
ADULT EDUCATION DISTRICT ONE :
Eau Claire, Wisconsin :

Appearances:

Mr. William Kalin, Director, Wisconsin Federation of Teachers,
for the Petitioner.

Losby, Losby, Howard & Riley, Attorneys at Law, by Mr. Stevens
L. Riley, for the Municipal Employer.

Mr. Guido Cecchini, Representative, WCCME, AFSCME, AFL-CIO,
for the Intervenor.

DIRECTION OF ELECTION

District One Technical Institute Staff and Clerical Federation Local 12398 having petitioned the Wisconsin Employment Relations Commission to conduct an election pursuant to Section 111.70 of the Wisconsin Statutes in a bargaining unit of office, clerical and related employees of the above named Municipal Employer; and a hearing on said petition having been conducted at Eau Claire, Wisconsin, on March 6, 1973, by Commissioner Zel S. Rice II; and Wisconsin Council of County and Municipal Employees, AFSCME, AFL-CIO having been allowed to intervene in the matter on the claim that it represents certain employees of the Municipal Employer in the bargaining unit set out in the petition; and the Commission having considered the evidence and being satisfied that a question has arisen concerning representation for certain employees of the Municipal Employer;

NOW, THEREFORE, it is

DIRECTED

That an election by secret ballot shall be conducted under the direction of the Wisconsin Employment Relations Commission within sixty (60) days from the date of this Directive in the collective bargaining unit consisting of all office, clerical and related employees employed by Area Vocational, Technical and Adult Education District One, Eau Claire, Wisconsin, who were employed on March 16, 1973, but excluding supervisory, confidential and managerial employees and all other employees, except such employees as may prior to the election quit their employment or be discharged for cause, for the purpose of determining whether a majority of such employees desire to be represented by District One Technical Institute Staff and Clerical Federation

Local 12398, or by Wisconsin Council of County and Municipal Employees, AFSCME, AFL-CIO, or by neither of said organizations, for the purposes of collective bargaining with the above named Municipal Employer on questions of wages, hours and conditions of employment.

Given under our hands and seal at the
City of Madison, Wisconsin, this 13th
day of March, 1973.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By


Morris Slavney, Chairman


Zel S. Rice II, Commissioner

MEMORANDUM ACCOMPANYING DIRECTION OF ELECTION

During the course of the hearing a question arose as to whether three positions should be included in the bargaining unit. The positions involved are Electronics Technician, Book Store Manager and Chief of Clerical Services.

ELECTRONICS TECHNICIAN

The position of Electronics Technician is occupied by Cyril Kindt. Both the Petitioner and Municipal Employer contend that the position should be included in the bargaining unit, but the Intervenor contends that the position should be excluded from the bargaining unit. It is the position of the Intervenor that the Electronics Technician more properly belongs in a unit of custodial and maintenance employees.

The Electronics Technician position is part of the service organization of the Audio Visual Department which has functions and lines of responsibility separate and apart from that of the Department of Buildings and Grounds. The Electronics Technician's primary duties include installing, maintaining and repairing a variety of electrical and electronics equipment. He designs various kinds of circuitry and components in accordance with the program needs and assists in designing sound systems and remote control operations. While he does do repair and maintenance work on electronic equipment and uses the tools connected with that type of work, he does not do the same type of work as the maintenance and custodial employees that is, he does not work on the boiler or heating system, plow snow or mop floors.

The supervisor of the custodial and maintenance employees is the Superintendent of Buildings and Grounds. The only time that Kindt might be said to be under the supervision of the Superintendent of Buildings and Grounds would be when there is something wrong with the sound system. On such an occasion the Superintendent of Buildings and Grounds would call the Audio Visual Coordinator and request help, and the Audio Visual Coordinator would direct Kindt to repair the sound system. If the Superintendent of Buildings and Grounds were dissatisfied with the manner in which Kindt performed his duties, he would report it to the Audio Visual Coordinator. Similarly Kindt's vacation or days off must be approved by the Audio Visual Coordinator, and he reports to the Audio Visual Coordinator when he is on sick leave.

|| Since the position involved is under separate supervision from that of the maintenance and custodial employees and since the work is more technical in nature and more closely aligned to that of the office employees than the custodial and maintenance employees, we find that the Electronics Technician should be included in the unit consisting of office, clerical and related employees and Cyril Kindt should be permitted to vote in the election.

BOOK STORE MANAGER

The Book Store Manager is Marie Stanwick. The Petitioner and the Municipal Employer contend that the Book Store Manager is a managerial employee and should be excluded from the bargaining unit while the Intervenor contends that the position should properly be included in the bargaining unit.

The Book Store Manager is directly responsible to the Assistant Director for Administrative Services and operates the school book store. She is required to plan and direct the activities of the book store and direct and review the work of subordinate employees. Ordinarily she only directs the work of one full-time clerk and one part-time student but on certain occasions she has as many as six other part-time employees working at her direction. As part of her duties, she establishes and directs the operational procedures of the book store involved in receiving, checking, pricing and selling merchandise; she determines priority requirements in planning, organizing and scheduling sales and other merchandising promotions; she confers with the publisher representatives and sales representatives and prepares budget estimates relating to anticipated sales volume; and she approves requisitions for materials and supplies and negotiates special purchasing agreements and contracts.

This particular position is so closely aligned with management as to make it a managerial position. The Book Store Manager is in complete charge of the book store with the responsibility for its success or failure. While her supervisory duties over other employees might not be sufficient in themselves to make her a supervisor, because of her managerial duties, the position is more closely aligned with the interests of the Employer than with members of the bargaining unit and the position should therefore be excluded.

CHIEF OF CLERICAL SERVICES

The third position at issue is the Chief of Clerical Services occupied by Judith Ferber. Although the Chief of Clerical Services theoretically has the authority to recommend discipline or the hiring or discharge of an employee, she has never had occasion to do so. She spends most of her time performing clerical work along with the other clerical employees. Of the eight people in the secretarial pool, five have other employees who exercise some supervisory authority over them. Consequently only three of the employees in the secretarial pool could be said to be under the immediate direction of the Chief of Clerical Services.


When one of the members of the secretarial pool who works as a secretary is absent, the Chief of Clerical Services determines who will fill the position during the absence. When a particular person is not busy the Chief of Clerical Services will assign work to them. Her pay range is from \$513 to \$591 a month while the other employees range from \$408 a month to \$549 a month. She spends a portion of her time scheduling lunch and work breaks and keeps records of overtime pay and time off. She also schedules secretaries for evening hours and schedules substitute workers in the absence of regular staff members.

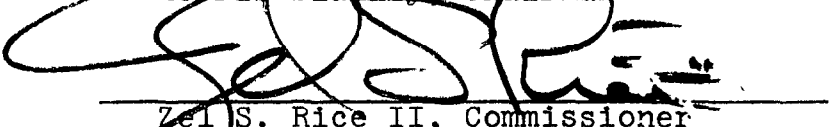
While Ferber is the number one clerk and in that capacity acts as a working foreman, her authority is limited and her duties are clearly not managerial. In view of this we find that her duties are not sufficient to exclude her from the bargaining unit.

" " Dated at Madison, Wisconsin, this 13th day of March, 1973.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By


Morris Slawney, Chairman


Zel S. Rice II, Commissioner