

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

Case I
No. 16797 ME-937
Decision No. 11975-A

Mr. Alan Manson and Mr. Robert West, for Northwest United Educators.
Mr. Eugene Johnson, District Administrator, for Joint School District
No. 1, Villages of Bruce and Exeland et al.

Northwest United Educators having, on September 24, 1976, filed a petition with the Wisconsin Employment Relations Commission, wherein it requested the Commission to clarify an existing collective bargaining unit to determine whether the position of 6th grade teacher/building principal at the Exeland grade school should be included in an existing collective bargaining unit consisting of all full-time employes in the employ of joint School District No. 1, Villages of Bruce and Exeland et al engaged in teaching, including classroom teachers, guidance counselors, librarians, but excluding nurses, principals, supervisors, guidance director and other administrative personnel; and a hearing having been held in the matter at Ladysmith, Wisconsin, on October 13, 1976, Robert M. McCormick, Hearing Examiner, being present; and the Commission having considered the evidence 1/ and arguments of the parties and being fully advised in the premises, hereby issues the following Findings of Fact, Conclusion of Law and Order Clarifying Bargaining Unit.

1. That on August 7, 1973, following an election conducted by it, the Wisconsin Employment Relations Commission certified Northwest United Educators, hereinafter referred to as NUE, as the collective bargaining representative of all full-time employees of Joint School District No. 1, Villages of Bruce and Exeland et al., hereinafter referred to as the District, engaged in teaching, including classroom teachers and librarians, but excluding nurses, principals, guidance workers, superintendents and other administrative personnel.

2. That between the date of said certification and May 10, 1976, NUE and the District jointly amended the description of the above noted bargaining unit to read as follows: all full-time employees in the employ of the District engaged in teaching, including classroom teachers, guidance counselors, librarians, but excluding nurses, principals, supervisors, guidance director and other administrative personnel; that during the school year 1975-1976 Norman Rademaker was employed as a 6th grade teacher at the Exeland elementary school under an individual

1/ The parties waived, in writing, the preparation of a transcript and the provisions of sec. 227.09(4), Stats.

teacher contract; that during said year Rademaker also exercised certain "lead person" duties by the incidental direction of five other full-time classroom teachers employed at said elementary school; and that said teachers were otherwise under the primary supervision of the elementary school principal at Bruce, which is some 17 miles distance from the Exeland elementary school.

3. That on July 23, 1976, Rademaker was employed by the District under a "Contract for Administrative Personnel" for a period of employment commencing on August 16, 1976 and ending two days after the close of school for that year; that in said respect Rademaker was designated as the "elementary teacher/principal" at Exeland elementary school; that in performance of the duties assigned to him, Rademaker was to spend 4/5 of his time as a classroom teacher; Rademaker also had the authority to exercise direction and control over five full-time and two part-time teachers, and in said respect did effectively recommend the employment of two new teachers at Bruce elementary school; that the District Administrator also authorized Rademaker to evaluate the teachers employed at Exeland elementary school during the 1976-1977 school year; and that Rademaker had been designated by the District Administrator to process grievances involving employees in the bargaining unit at the first step of the grievance procedure set forth in the collective bargaining agreement between NUE and the District covering the employees in the unit involved herein.

CONCLUSION OF LAW

That the position of elementary teacher/principal at the Exeland elementary school is a supervisory position within the meaning of Section 111.70(1)(o) of the Municipal Employment Relations Act.

Based upon the above and foregoing Findings of Fact and Conclusion of Law, the Commission issues the following

ORDER CLARIFYING BARGAINING UNIT


That the position of elementary teacher/principal at the Exeland elementary school is hereby excluded from the collective bargaining unit consisting of all full-time employees in the employ of Joint School District No. 1, Villages of Bruce and Exeland et al, engaged in teaching, including classroom teachers, guidance counselors, librarians, but excluding nurses, principals, supervisors, guidance director and other administrative personnel.

Given under our hands and seal at the City of Madison, Wisconsin this 3rd day of November, 1977.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By


Morris Slavney, Chairman


Herman Torosian, Commissioner


Charles D. Hoornstra, Commissioner

MEMORANDUM ACCOMPANYING FINDINGS OF FACT, CONCLUSION
OF LAW AND ORDER CLARIFYING BARGAINING UNIT

In its petition filed herein, NUE contended that prior to the commencement of the 1976-1977 school year the position occupied by Rademaker had been included in the bargaining unit and that the District had removed the position therefrom by entering into an administrator contract with Rademaker, thus attempting to exclude him from the bargaining unit. NUE contended that no substantial change in Rademaker's duties warranted his exclusion from the unit. The District contends that the change in duties requires exclusion of the position from the bargaining unit as a supervisory position.

While Rademaker continues to carry a 4/5 teaching load, the Commission is convinced, on the evidence reflected in the Findings of Fact, that there is a sufficient combination of the statutory criteria in Sec. 111.70(1)(o)1 to establish the position of elementary teacher/principal as a supervisory position within the meaning of the Municipal Employment Relations Act, and therefore we have excluded said position from an existing collective bargaining unit.

Dated at Madison, Wisconsin this 3rd day of November, 1977.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By


Morris Slavney, Chairman


Herman Torosian, Commissioner


Charles D. Hoernstra, Commissioner