

- "1. Serve as education leader for the staff.
2. Assume responsibility for developing programs of individualized instruction.
3. Serve as full-time teacher.
4. Supervise and evaluate all certified and non-certified staff assigned to the school.
5. Assume responsibility for community involvement, planning, curriculum planning, scheduling and evaluation of programs."

5. That on March 25, 1974, the Commission, following a hearing on a petition to determine the "employee" status of Casper and Kaufman, determined that Casper and Kaufman were neither supervisors nor confidential employees, and in said regard, the Commission, in the Memorandum supporting said decision (12166-A), described the duties and responsibilities of said individuals, as follows:

"As full-time teachers, the incumbents spend the preponderance of their working time performing the same teaching duties as other teachers in the building. There is no indication that the Assistant Elementary Principals have exercised independent judgment or authority with regard to other employees which 'offset their common teaching activities.' Participation in the hiring process by the positions herein appears to have been perfunctory rather than determinative. Furthermore, we have concluded that the submission of staff 'evaluations' by the Assistant Elementary Principals to the respective Elementary Principals have been routine operational reports limited to denoting problems with personnel and facilities. Whereas the positions herein have functioned as lead workers in terms of a given school's educational program and community involvement, the remainder of their administrative duties appear to be basically clerical in nature.

. . .

In the instant proceeding, the incumbents have been provided with administration memos concerning teacher-labor relations. We are satisfied that such involvement constituted notification of management decisions rather than contribution to or participation in the formulation of personnel policies. There is no indication that the Assistant Elementary Principals have, to date, had access to any confidential records or information with respect to negotiations or grievances."

8. That the duties and responsibilities of the positions occupied by Casper and Kaufman have changed considerably after April 23, 1974, specifically in the following respects:

- a. They, as Elementary School Principals, rather than Assistant Principals, are no longer responsible to an "in-town" elementary principal, but are directly responsible to the Superintendent.
- b. The teaching load has been decreased from that of a full-time load to approximately 40 and 50 percent teaching load, thus, increasing the time spent in "administrative" duties and responsibilities.
- c. They effectively evaluate the individual teachers assigned to the Lebanon and Concord Elementary Schools.
- d. They are responsible for the preparation of budget needs for said Schools.
- e. They have authority to effectively recommend employe action, including the choice of selecting substitute teachers from a "master" substitute list.

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

REVERSED CONCLUSIONS OF LAW

1. That the positions of Principal at Concord and at Lebanon Schools are supervisory positions within the meaning of Section 111.70(1)(o) of the Municipal Employment Relations Act.

2. That since said Principal positions are not occupied by employes within the meaning of Section 111.70(1)(b) of the Municipal Employment Relations Act, Respondent Watertown Unified School District #1 has no duty to engage in collective bargaining with Watertown Teachers Education Association, with respect to wages, hours and working conditions of the Principals employed at Concord and Lebanon Schools, and, therefore, Respondent Watertown Unified School District #1, by not engaging in such collective bargaining with Watertown Teachers Education Association, has not committed any prohibited practice within the meaning of Section 111.70(3)(a)4 of the Municipal Employment Relations Act.

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

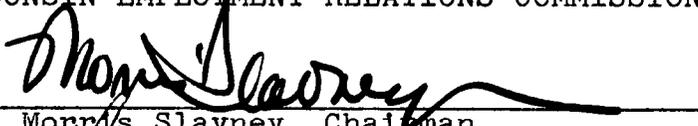
REVERSED ORDER

IT IS ORDERED that the complaint filed in the instant matter be, and the same hereby is, dismissed.

Given under our hands and seal at the
City of Madison, Wisconsin, this *23rd*
day of June, 1976.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By


Morris Slavney, Chairman


Herman Torosian, Commissioner

MEMORANDUM ACCOMPANYING
ORDER MODIFYING EXAMINER'S FINDINGS OF FACT
AND REVERSING EXAMINER'S CONCLUSIONS OF LAW AND ORDER

The Examiner's Decision:

The Examiner, in his decision issued on September 18, 1975, concluded as follows:

"Although the teaching principals are the only employes at the instant locations to identify to management possible disciplinary problems, the Examiner is satisfied that in view of the lack of their responsible direction of employes, the professional nature of certain employes supervised and the number, responsibility and duties of other supervisors over non-professional employes at each school, that teaching principals' authority to effectively recommend the discharge, transfer or discipline of fellow employes is of a merely routine nature."

The Petition for Review:

In its brief supporting its Petition for Review the District argued that the duties and responsibilities of the positions involved have changed considerably since the Commission's previous determination that the employes occupying said positions were to be included in the teachers unit, so that they are now supervisory positions, and that, therefore, the District has no duty to bargain with the Association over the wages, hours and working conditions of the principals at the two schools involved.

The Position of the Association:

The Association filed a brief in opposition to the Petition for Review, and therein supported the Examiner's decision. Therein the Association contended that:

"The proper test promulgated by the Commission to determine if a Principal (Vice Principal or Assistant Principal) is properly excludable or includable from the appropriate unit is not how much time one spends engaged in administrative tasks but whether one teaches 50 percent or more of a full-time teaching schedule. Both Casper and Kaufman satisfy this test."

Furthermore, the Association argues that the record does not support a conclusion that the principals in question have the authority to hire or effectively recommend such action.

Discussion:

We do not agree with the argument of the Association that, when a principal spends 50 percent or more of his or her time in teaching duties, said principal cannot be deemed a supervisory employe. As we stated in Fond du Lac County (10579-A), 1/72:

"The factors relied on by the Commission in making such determinations, which are not specifically mentioned in the statutory definition, relate to evidence of the presence or absence of the statutory factors and are consistent with the statutory definition. The essential

question remains the same and that is, whether the statutory criteria are present in sufficient combination and degree to warrant the conclusion that the individuals in question are supervisors." 1/

It is apparent to the Commission that the duties and responsibilities of the positions involved have changed considerably from those duties and responsibilities which were considered by the Commission in the Order clarifying the bargaining unit, which was issued by the Commission on March 25, 1974. Casper and Kaufman are no longer classified as Assistant Principals, and they are no longer responsible to the direction of an "in-town" Principal. Their teaching load has been reduced from that of a full-time teacher to an approximately 50 percent teaching load. In addition, contrary to the conclusion of the Examiner, the record supports the conclusion that when the occasion arose the Elementary Principal did effectively participate in recommending the non-retention of a non-professional employe.

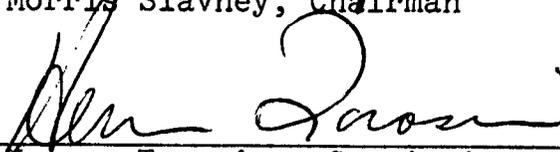
Now that the Elementary Principals are not directly responsible to an "in-town" Principal but rather to the Superintendent, to find that the Elementary Principals were not supervisory would result in a situation where all professional and non-professional employes employed at the two schools involved would have no on-site supervision throughout the school year.

Under all of the circumstances noted herein, we are satisfied, contrary to the Examiner, that both Casper and Kaufman, as Elementary Principals, although they teach approximately 40 and 50 percent of the time, perform supervisory duties in sufficient combination and degree to warrant the conclusion that they are "supervisors" within the meaning of the Municipal Employment Relations Act, and that, therefore, the District has no duty to bargain with the Association with respect to their wages, hours and conditions of employment. We have, therefore, modified the Examiner's Findings of Fact and reversed his Conclusions of Law and Order.

Dated at Madison, Wisconsin, this *23rd* day of June, 1976.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By 
Morris Slavney, Chairman


Herman Torosian, Commissioner

1/ See also Village of Chenequa (13753), 5/75.