

STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

In the Matter of the Petition of
MILWAUKEE DISTRICT COUNCIL 48 and its
affiliated LOCAL 1261, and CITY OF
GLENDALE
Involving Certain Employes of
CITY OF GLENDALE (POLICE DEPARTMENT)

Case XI
No. 20142 ME-1290
Decision No. 14519

Appearances:

Mr. John Redlich, Staff Representative, for the Union.
Mr. Rudolph Mikulich, City Administrator, for the Employer.

ORDER CLARIFYING BARGAINING UNIT

Milwaukee District Council 48 and its affiliated Local 1261, herein referred to as the Union, and the City of Glendale, herein referred to as the Employer, having filed a petition with the Wisconsin Employment Relations Commission, wherein they requested that the Commission clarify an existing recognized collective bargaining unit of all Clerk-Dispatchers employed by the City of Glendale; and a hearing thereon having been held at Milwaukee, Wisconsin on March 18, 1976, Stanley H. Michelstetter II, Hearing Officer, having been present; and the Commission having considered the evidence and arguments of the parties and being fully advised in the premises, makes and issues the following

ORDER

That the position of Chief Dispatcher is properly included in the collective bargaining unit of Clerk-Dispatchers employed by the City of Glendale.

Given under our hands and seal at the
City of Madison, Wisconsin this 7th
day of April, 1976.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By Morris Slavney
Morris Slavney, Chairman

Howard S. Bellman
Howard S. Bellman, Commissioner

Herman Torosian
Herman Torosian, Commissioner

MEMORANDUM ACCOMPANYING ORDER CLARIFYING BARGAINING UNIT

The parties jointly requested a determination as to the status of the Chief Dispatcher now included in the voluntarily recognized unit of certain of the Employer's employees. The Employer, contrary to the Union, contends that the position is supervisory, managerial and/or confidential.

The Chief Dispatcher, three Clerk-Dispatchers, and a part-time Dispatcher all work in the Employer's Police Department, providing seven day per week, twenty-four hours per day coverage of police and fire communications. One Clerk-Dispatcher is assigned to each shift. The part-time Clerk-Dispatcher fills in on regularly scheduled vacation and off days on all shifts as well as being on call for unexpected absences. Clerk-Dispatchers answer citizen calls for police and fire assistance, keep two-way radio contact with police and fire units, communicate with other municipalities for assistance, operate a state-wide police information teletype terminal, receive payment for citations and do typing and clerical work, the latter primarily being done during the 8:00 a.m. to 4:00 p.m. weekday shift. Clerk-Dispatchers with three years of service receive \$830 per month under the current collective bargaining agreement.

The Chief Dispatcher receives \$939 per month under that agreement plus an additional \$35 per month for her duties as court clerk. She works Monday through Friday, 8:00 a.m. to 4:00 p.m. During her regular work day she ordinarily performs the court work of preparing warrants for distribution on the state network, discusses citations with disgruntled citizens (although she has no authority to void them), types correspondence for the Police Chief and others as requested, receives citations for payment, ensures that the citation receipt ledgers are properly balanced and kept by the Clerk-Dispatchers on all shifts. The daily receipts therefore range from \$90.00 per day to \$500.00 per day.

SUPERVISORY AUTHORITY:

The Chief Dispatcher does not have any authority to recommend or impose discipline of any form on fellow employees. Shift Commanders (Police Lieutenants and Captains) ordinarily report difficulties with Clerk-Dispatchers to the Chief. In the rare event that the Chief Dispatcher learns of difficulties from other shifts, or detects poorly done clerical work, she reports the matter to the Chief without further investigation. In the event the Chief is satisfied that further investigation is warranted, he talks to all concerned and arrives at an independent determination. During the course of his investigation, he may ask the Chief Dispatcher her opinion as to technical matters. The Chief Dispatcher does not check-in on Clerk-Dispatchers on other shifts.

Clerk-Dispatchers call the shift commander on duty at the police station to report unplanned absences including illness. Even during the day shift, the Clerk-Dispatcher often calls the shift commander rather than the Chief-Dispatcher. Similarly all make requests to the shift commanders for permission to leave early or arrive late which is granted without consultation with the Chief Dispatcher. When someone is absent on the day shift, the Captain determines if the position need be filled. If not, police officers or the Chief Dispatcher may fill in. If someone is to be called in, the Captain consults the Chief Dispatcher with respect to adjustments in scheduling, if necessary. By practice the part-time Clerk-Dispatcher is called in. If she is unavailable, the parties' collective bargaining agreement specifically requires that the person from the shift before be given the first four hours of an uncovered shift and the person from the

following shift be given the later four hours. If either declines, the Chief Dispatcher takes the open time. She has no authority to recommend or otherwise participate in decisions to lay off, recall, promote, assign, transfer or reward employes. In the one grievance matter which has occurred, the Chief asked her to participate as a "witness" but did not allow her to participate in his answer thereto. We conclude that the Chief Dispatcher is not a supervisory employe.

MANAGERIAL AUTHORITY:

The Chief Dispatcher does not participate in the budget process or any managerial decision. She is consulted with respect to the purchase of new equipment by the Chief. However, he makes a totally independent determination with respect thereto. While she bears responsibility for the accuracy of citation receipt ledgers, each Clerk-Dispatcher on duty reports difficulties with improperly balanced ledgers directly to shift commanders.

CONFIDENTIAL:

The Chief Dispatcher has no access to confidential personnel files or other labor relations matters. While she has participated in a grievance meeting, her function was solely that of a witness. She did not participate in confidential management deliberations thereon. The Employer contends that it would prefer to have her participate as a resource person in negotiations because of her expertise with respect to the dispatching function. In the last negotiations she participated as a member of the Union's negotiating committee. The Employer has defined no particular role for her and specifically does not intend to have her participate in collective bargaining determinations. We find that she is not a confidential employe.

Dated at Madison, Wisconsin this 7th day of April, 1976.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By Morris Slavney
Morris Slavney, Chairman

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