

STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

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In the Matter of the Petition of :

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WISCONSIN COUNCIL 40, AFSCME, AFL-CIO : Case 32

: No. 49838 ME-671

Involving Certain Employees of : Decision No. 15112-D

:

THE CITY OF БЕЛОIT :

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Appearances:

Mr. Thomas Larsen, Staff Representative, Wisconsin Council 40, AFSCME, AFL-CIO, 173
Mr. Bruce Patterson, Employee Relations Consultant, 3685 South Oakdale Drive,

FINDINGS OF FACT, CONCLUSIONS OF LAW
AND ORDER CLARIFYING BARGAINING UNIT

Wisconsin Council 40, AFSCME, AFL-CIO filed a petition on September 20, 1993 with the Wisconsin Employment Relations Commission to add the positions of part-time Administrative Secretary and Police Cadet to an existing AFSCME bargaining unit of City of Beloit employees. A hearing on the petition was conducted in Beloit, Wisconsin on January 5, 1994 before Examiner Christopher Honeyman, a stenographic transcript of the proceedings was prepared on January 25, 1994 and briefs were received by March 1, 1994. The Commission, being fully advised in the premises, makes and issues the following

FINDINGS OF FACT

1. The City of Beloit, hereafter the City, is a municipal employer with offices at City Hall, 100 State Street, Beloit, Wisconsin 53511.
2. Wisconsin Council 40, AFSCME, AFL-CIO, hereafter the Union, is a labor organization with offices at 5 Odana Court, Madison, Wisconsin 53719.
3. On September 20, 1993, the Union filed a petition for a unit clarification with the Commission to accrete to an existing unit the new positions of part-time Administrative Secretary and Police Cadet. The City opposes inclusion of the positions, contending that the position of part-time Administrative Secretary is confidential and that the Police Cadets are casual employees excluded from the unit by the terms of the recognition clause in the parties' bargaining agreement.

4. On March 1, 1977 in Decision No. 15112-B, the Commission certified the Union as the exclusive bargaining representative of City employes in the following unit:

All regular full-time and regular part-time employes of the City of Beloit, including all regular full-time and regular part-time craft employes (Housing Inspectors, Plumbing Inspectors, Electrical Inspectors), employed at the Beloit Municipal Center, Engineering Department, Library, Health Department, Fire Department, Police Department, Housing Authority, and Department of Public Works; but excluding law enforcement personnel, fire fighters, supervisory, confidential, professional employes, and all employes of the Department of Public Works presently represented by Local #643, AFSCME, AFL-CIO.

5. The parties stipulated at the hearing that a Police Cadet position had been previously represented by the Union from March 1, 1977 through the term of the 1979 collective bargaining agreement, at which time the position ceased to exist. The current Police Cadet duties are similar to the duties performed by the Police Cadets included in the unit through the term of the 1979 bargaining agreement (hereafter 1979 Cadets) although 1979 Cadets were each assigned specific regular duties and the 1993 Police Cadets float among the various job duties listed at Finding of Fact 8.

6. The 1993-1994 collective bargaining agreement between the Union and the City describes the bargaining unit as:

All regular full-time and regular part-time employees of the City of Beloit, including all regular full-time and regular part-time craft employees (Building, Housing, Plumbing, Electrical Officials), employed at the Beloit City Hall, Engineering Department, Library, Health Department, Fire Department, Police Department, Housing Authority and Department of Public Works; but excluding home companions in the Health Department, law enforcement personnel, fire fighters, supervisory, confidential, professional and casual employees, and all employees of the Department of Public Works presently represented by Local #643, AFSCME, AFL-CIO, pursuant to Certification of the Commission in Decision No. 15112-B dated March 1, 1977. . . (emphasis added).

The parties' 1993-1994 collective bargaining agreement defines a casual employe as:

... an employee who is normally on call and works for a

specific period of time or for a specific job. Casual employees will receive no fringe benefits under the terms of this Agreement. Hours of work of casual employees shall be kept at the lowest possible minimum, not to exceed six hundred (600) hours per year.

7. Four Police Cadet positions were created in August 1993 and the current occupants are Andrya J. Coutts, Mark J. Dutter, Matthew R. Hanson, and Timothy E. McKinley. The position of Police Cadet was established in part to give high school students exposure to law enforcement work and to assist the Department's effort to recruit police officer candidates with community ties. The four incumbent Police Cadets were selected by the Department from approximately twelve to fourteen applicants who responded to materials handed out at their high school. After the initial applications were received, the Department contacted the high schools for recommendations. Candidates could apply and be selected independently of the high school's recommendation. The incumbents were selected based on their performance on a written test similar to that given law enforcement officers and after an interview by the Department.

8. The Police Cadets perform some duties with a sworn law enforcement officer, such as traffic control or other patrol work, and perform other duties independently in the Department office, such as completing minor police reports to free more experienced officers from routine tasks. The Union currently represents Police Department clerical workers and other Department employees without the power of arrest such as Community Service Officers. Police Cadets perform some of the same duties as the Community Service Officers and clerical employees including answering the phone, serving subpoenas and handling lobby walk-ins. The position description for Police Cadet reads in relevant part as follows:

City of Beloit

Police Cadet

Status: Casual

General Summary

The Police Cadet officer will be given responsibilities in all areas of the police department. Their purpose will be to free more experienced officers from the many routine and time-consuming tasks. They are to avoid arrest or confrontational situations.

Principal Duties and Responsibilities

1. Patrol Division activities include all necessary complaints and paperwork: Parking/traffic control, lost/stolen bicycle reports, barking

dog complaints, public safety (sidewalk obstruction, snow removal, vision obstructions, animals running at-large, etc.).

2. Community Relations Programs: Citizen surveys, recruiting, school liaison and special events programs.
3. Central service: Assists with complaint desk, provides tours of department, DL pickups and assists court officer.
4. Detective bureau: Accompanies detectives on follow-up investigations, assists recording stolen and recovered property, and is exposed to property control and evidence handling.
5. Crime prevention bureau: conducts surveys and educational seminars.
6. Performs other duties as may be assigned.

Reporting Relationships

Reports to the sergeant of assigned bureau. Captain of Community Relations will review on-the-job and academic evaluations for continuance in this program.

Knowledge, Skills and Abilities Required

1. Must have a cumulative grade point of 2.0 or better.
2. Must be enrolled at Beloit Memorial High School, Beloit Catholic High School or Beloit Turner High School and have credits with junior status and in good academic standing on track to graduate with his/her class.
3. Must be a United States citizen at the time of application.
4. Not less than 16 years of age at the time of application.
5. Must possess a valid driver's license and an above average driving record or be eligible for a Wisconsin driver's license at time of appointment.
6. After graduation from High School, must attend an accredited 2 or 4 year college as a full-time student.
7. Must satisfactorily complete a preliminary

background investigation.

9. Police Cadets work an average of between eight to ten hours a week during the school year on a schedule that varies to accommodate their classes and work an average of twenty hours a week during their approximately twelve week summer vacations. No Police Cadet can work more than the six hundred hours allotted to each Police Cadet in the City budget. The 1979 Cadets worked more hours than the current Police Cadets, i.e. forty hours a week during school vacations and twenty hours per week during the school year.

10. The disputed position of part-time Administrative Secretary was created August 30, 1993 and the job description reads in relevant part as follows:

PRINCIPLE [sic] DUTIES AND RESPONSIBILITIES:

1. Maintains personnel records and files.
2. Process personnel evaluations for Administrative Offices.
3. Assist the Deputy Chief-Support Services in the processing of grievances.
4. Typing, editing, copying, filing and processing of any documents. Transcribes letters for Chief, and all other administrative personnel of a confidential or internal nature.
5. Typing of claims, requisitions, and receiving tickets - also all related files.
6. Answers incoming administrative calls, taking and relaying messages, referral of calls to appropriate persons.
7. Notifies courts of any cancelled subpoenas and other related matters.
8. Maintaining and upkeep of accurate records and files.
9. Maintain and update Administrative Staff calendars.
10. Transcribes/typing of confidential or internal investigations.
11. Processing of payroll information - overtime,

sick, vacation pay and related filing.

12. Re-boot and do backup on computer system when emergency arises.
13. Typing of special reports and projects for various departmental personnel or community organizations.
14. Maintains department training files.
15. Assist the Deputy Chief-Support Services in preparing the departmental budget.
16. Assumes the duties of the full-time administrative secretary in his/her absence.

REPORTING RELATIONSHIPS:

Reports to the Chief of Police for general instruction and review.

KNOWLEDGE, SKILLS, AND ABILITIES REQUIRED:

1. Knowledge of office practices and equipment including typewriter, dictaphone and computer.
 2. Knowledge of arithmetic, English grammar, usage, and spelling.
 3. Ability to make computations and assist in department activities and duties as needed.
 4. Knowledge of ordinances and policies governing activities of the department.
 5. Ability to establish and maintain effective working relations with personnel and the public.
 6. Ability to understand and execute oral and written instructions.
 7. Ability to make work decisions in accordance with department regulations and policies.
 8. Ability to type 50 wpm, measured by a net score on a standard typing test.
11. The position of part-time Administrative Secretary is held by

Gloria L. Matthews whose working hours are from 8 a.m. until 12 p.m., five days per week. She reports to both Earl P. Farmer, the Support Services Deputy Chief in the Department, and directly to the Chief. Deputy Chief Farmer acts for the Chief as the representative from the Department in the collective bargaining process. Farmer's duties require administrative and clerical assistance in the preparation of materials relating to the collective bargaining process.

12. The part-time Administrative Secretary maintains personnel files, has prepared materials for an upcoming Departmental promotion, has been involved in meetings relating to grievances and handled materials subsequent to those meetings including the employe's response, and has thus far prepared three status reports on internal investigations for the Police Chief (each taking approximately one hour). An average of fifty to sixty complaints per year against officers would be processed by the Department, resulting in approximately fifteen internal investigations requiring secretarial transcription. Before the part-time Administrative Secretary was hired, the work relating to internal investigations was performed by a full-time Administrative Secretary or the Captain of Training and Standards. If the Chief files charges against an employe before the Police and Fire Commission, the Department hires its own attorney who would use his or her staff in conjunction with Department employes to prepare documents for any Commission proceedings. In addition to the above duties, the part-time Administrative Secretary performs daily routine tasks as set forth in her job description in Finding of Fact 10.

13. The Police Department has one full-time Administrative Secretary who is a confidential employe and who reports to the Police Chief. The full-time Administrative Secretary previously performed the vast majority of the confidential labor relations work now performed by the part-time Administrative Secretary. The full-time Administrative Secretary sits in the central reception area for the Department and devotes much of her time to greeting visitors and answering all incoming calls. She types correspondence relating to collective bargaining and matters dealing with the Personnel Department, the City Manager and City Council, handles all payroll for the Department, and provides clerical support to the Deputy Chiefs and the Patrol Captains. The Police Chief, both Deputy Chiefs, and the full-time and the part-time Administrative Secretary all have work stations or offices within the same immediate area.

14. The City of Beloit Police Department has over one hundred employes and the position of part-time Administrative Secretary was created to relieve work load demands on the full-time Administrative Secretary. The part-time Administrative Secretary now substitutes for the full-time Administrative Secretary when she is ill or goes on vacation. Prior to the position's creation, the transcriptionist or the secretary from the Records Bureau usually substituted for the full-time Administrative Secretary but that no material relating to grievances or collective bargaining was prepared by these substitutes.

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15. The Police Department is in a building called the Annex which was built at the same time as the City Hall and is attached to it. The offices of the Personnel Department, the City Manager and the City Attorney are all located in the City Hall. In addition to the disputed position and the Department's full-time Administrative Secretary, the following clerical employes are currently excluded from any bargaining unit as confidential employes:

- 1 - Personnel Department
- 2 - City Attorney's office
- 1 - Department of Public Works
- 1 - Administrative Services Department
- 1 - Fire Department
- 1 - City Manager's office

16. The part-time Administrative Secretary does not have sufficient access to, knowledge of, or participation in confidential labor relations matters to render her a confidential employe.

Based on the above and foregoing Findings of Fact, the Commission makes and issues the following

CONCLUSIONS OF LAW

1. The occupant of the position of part-time Administrative Secretary, Gloria L. Matthews, is not a confidential employe within the meaning of Sec. 111.70(1)(i) Stats., and therefore is a municipal employe within the meaning of Sec. 111.70(1)(i), Stats.

2. The four occupants of the Police Cadet position, Andrya J. Coutts, Mark J. Dutter, Matthew R. Hanson and Timothy E. McKinley are not "casual" employes but are "regular part-time" employes of the City of Beloit.

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

ORDER CLARIFYING BARGAINING

UNIT

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1. The occupant of the position of part-time Administrative Secretary in the Police Department of the City of Beloit, currently Gloria L. Matthews, is hereby included in the bargaining unit described in Finding of Fact 6.

2. The occupants of the position of Police Cadet, currently Andrya J. Coutts, Mark J. Dutter, Matthew R. Hanson, and Timothy E. McKinley, are hereby included in the bargaining unit described in Finding of Fact 6.

Given under our hands and seal at the City of

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Madison, Wisconsin this 29th day of November,
1994.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By A. Henry Hempe /s/
A. Henry Hempe, Chairperson

Herman Torosian /s/
Herman Torosian, Commissioner

William K. Strycker /s/
William K. Strycker, Commissioner

(Footnote 1/ appears on the next page.)

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- 1/ Pursuant to Sec. 227.48(2), Stats., the Commission hereby notifies the parties that a petition for rehearing may be filed with the Commission by following the procedures set forth in Sec. 227.49 and that a petition for judicial review naming the Commission as Respondent, may be filed by following the procedures set forth in Sec. 227.53, Stats.

227.49 Petitions for rehearing in contested cases. (1) A petition for rehearing shall not be prerequisite for appeal or review. Any person aggrieved by a final order may, within 20 days after service of the order, file a written petition for rehearing which shall specify in detail the grounds for the relief sought and supporting authorities. An agency may order a rehearing on its own motion within 20 days after service of a final order. This subsection does not apply to s. 17.025(3)(e). No agency is required to conduct more than one rehearing based on a petition for rehearing filed under this subsection in any contested case.

227.53 Parties and proceedings for review. (1) Except as otherwise specifically provided by law, any person aggrieved by a decision specified in s. 227.52 shall be entitled to judicial review thereof as provided in this chapter.

(a) Proceedings for review shall be instituted by serving a petition therefore personally or by certified mail upon the agency or one of its

officials, and filing the petition in the office of the clerk of the circuit court for the county where the judicial review proceedings are to be held. Unless a rehearing is requested under s. 227.49, petitions for review under this paragraph shall be served and filed within 30 days after the service of the decision of the agency upon all parties under s. 227.48. If a rehearing is requested under s. 227.49, any party desiring judicial review shall serve and file a petition for review within 30 days after service of the order finally disposing of the application for rehearing, or within 30 days after the final disposition by operation of law of any such application for rehearing. The 30-day period for serving and filing a petition under this paragraph commences on the day after personal service or mailing of the decision by the agency. If the petitioner is a resident, the proceedings shall be held in the circuit court for the county where the petitioner resides, except that if the petitioner is an agency, the proceedings shall be in the circuit court for the county where the respondent resides and except as provided in ss. 77.59(6)(b), 182.70(6) and 182.71(5)(g). The proceedings shall be in the circuit court for Dane county if the petitioner is a nonresident. If all parties stipulate and the court to which the parties desire to transfer the proceedings agrees, the proceedings may be held in the county designated by the parties. If 2 or more petitions for review of the same decision are filed in different counties, the circuit judge for the county in which a petition for review of the decision was first filed shall determine the venue for judicial review of the decision, and shall order transfer or consolidation where appropriate.

(Footnote 1/ continues on the next page.)

(Footnote 1/ continues from the previous page.)

(b) The petition shall state the nature of the petitioner's interest, the facts showing that petitioner is a person aggrieved by the decision, and the grounds specified in s. 227.57 upon which petitioner contends that the decision should be reversed or modified.

. . .

(c) Copies of the petition shall be served, personally or by certified mail, or, when service is timely admitted in writing, by first class mail, not later than 30 days after the institution of the proceeding, upon all parties who appeared before the agency in the proceeding in which the order sought to be reviewed was made.

Note: For purposes of the above-noted statutory time-limits, the date of Commission service of this decision is the date it is placed in the mail (in this case the date appearing immediately above the signatures); the date of filing of a rehearing petition is the date of actual receipt by the Commission; and the service date of a judicial review petition is the date of actual receipt by the Court and placement in the mail to the Commission.

THE CITY OF BELOIT

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

PART-TIME ADMINISTRATIVE SECRETARY

Positions of the Parties

The City contends that the part-time Administrative Secretary has sufficient access to and knowledge of confidential labor relations matters to be a confidential employee. It argues that the Secretary's duties require her

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to prepare material to be used when the City formulates its bargaining proposals or when the City conducts an internal personnel investigation. Further, the City asserts the Secretary will perform additional confidential duties when she replaces the full-time Administrative Secretary during the latter's absences due to vacation or illness.

The City argues that neither the full-time Administrative Secretary nor other City confidential employes can perform the confidential work in question. Thus, it asserts it is not attempting to diffuse confidential work to justify a position's exclusion but rather seeking to meet the confidential workload of a large department.

The Union alleges the amount of confidential labor relations work in the Police Department is not sufficient to justify the exclusion of another confidential employe from the bargaining unit. It contends the confidential work in question was previously performed by the full-time Administrative Secretary (with occasional assistance from the Captain of Training and Standards) and that the full-time Administrative Secretary can continue to perform the confidential work, if some of her non-confidential work were reassigned to the part-time employe. The Union further argues that the payroll and personnel file duties upon which the City places partial reliance are not confidential labor relations work.

Given all of the foregoing, the Union asks that the position be included in the bargaining unit.

Discussion

It is well settled that for an employe to be considered confidential, the employe must have access to, knowledge of, or participation in confidential matters relating to labor relations. For information to be confidential, it must: (a) deal with the employer's strategy or position in collective bargaining, contract administration, litigation or other matters pertaining to labor relations and grievance handling between the bargaining representative and the employer; and (b) be information which is not available to the bargaining representative or its agents. 2/

2/ Milwaukee VTAE, Dec. No. 8736-B (WERC, 6/79).

Of the five duties of the part-time Administrative Secretary relied upon by the City to support her confidential status, 3/ only the typing of internal investigation documents, maintenance of grievance files 4/ and preparation of material for collective bargaining constitute confidential labor relations duties. Maintenance of personnel files and recording payroll changes is not confidential work because the information is accessible to the Union or employe 5/.

The confidential labor relations work relevant herein was previously performed, in large part, by the full-time Administrative Secretary. Although the overall work load required the City to add a second clerical employe, the City has not contended that there is now more work of a confidential nature than was previously performed by the present confidential, full-time Administrative Secretary in the Police Department. Thus, under these circumstances, we are not satisfied that there is enough confidential work to warrant the exclusion of more than one confidential secretary. As discussed below, we are further satisfied that the confidential work can be consolidated with the full-time Secretary without undue disruption.

Location is not a hindrance to the continued employment of the Department's full-time Secretary to do confidential work for the Chief or the Support Services' Deputy Chief, since the two secretaries are in adjoining offices and both are close to the offices of the Chief and Deputy Chief. The Deputy Chief testified that he will hand routine work to either secretary and it follows that the confidential work can be distributed to either secretary with the same ease. This common work site distinguishes this case from City of Greenfield, Dec. No. 25646 (WERC, 8/88), cited by the City where the

3/ City Exhibit 5 stated in pertinent part:

PART-TIME ADMINISTRATIVE SECRETARY

CONFIDENTIAL TASKS:

- 1.Type internal investigations
- 2.Maintain personnel files
- 3.Maintain grievance files
- 4.Enter payroll changes into computer
- 5.Prepare documents for collective bargaining

4/ This duty is confidential to the extent that it involves access to, and knowledge of, grievance material to which the Union and/or employe does not have access.

5/ West Salem School District, Dec. No. 22514-A (WERC, 8/89).

confidential positions were in different locations. In addition to the full-time Administrative Secretary in the Police Department, there are several confidential employes in the Personnel Office and throughout City Hall who could be relied upon if necessary.

The record further indicates that prior to the part-time position's creation, a transcriptionist or the Records Bureau Secretary substituted for the full-time Administrative Secretary but that no confidential material was prepared during these periods. Therefore, even though the part-time Secretary will fill in for the full-time Secretary during illnesses and vacation, the limited confidential work that may occur which cannot be anticipated and scheduled to avoid the absence would not justify exclusion of the employe as confidential. This is especially true where, as here, there are other confidential employes available in the City's employ in the same building who could perform the work if the necessity arose.

Based on the foregoing, we find that the new half-time Administrative Secretary should not be excluded from the unit as a confidential employe.

POLICE CADETS

Positions of the Parties

The City maintains the Cadets are ineligible for inclusion in the bargaining unit because the recognition clause of the parties' contract excludes "casual" employes who are defined by the contract as:

Casual employe is defined as an employe who is normally on call and works for a specific period of time or for a specific job. Casual employes will receive no fringe benefits under the terms of the Agreement. Hours of work of casual employes shall be kept at the lowest possible minimum, not to exceed six hundred (600) hours per year.

In arguing that the Cadets meet the contract definition of a casual employe, the City relies primarily on the fact that the Cadets work only 600 hours annually and receive no fringe benefits. The City further argues the positions were created to afford high school students an opportunity to explore law enforcement as a career and to ultimately enhance the City's access to local qualified candidates for full-time "sworn" employment.

The Union asserts the Cadets are regular part-time employes who work a regular schedule of hours throughout the year and perform duties similar to those of the unit position of Community Service Officer. The Union contends that the Cadets do not fall within the scope of the contractual exclusion of "casual" employes from the unit because they are not "on call" and their employment is not limited to a specific period of time. The Union further argues that Cadets should now be included in the unit because the position was previously included for several years prior to its discontinuance in 1979.

Discussion

The instant dispute turns on the question of whether the Cadets are "casual" or "regular part-time" employes as the parties have defined those terms in their contract. No evidence of bargaining history was presented as to the contractual definition of a "casual" employe but the Union does argue that the parties' past practice of including Cadets in the unit is instructive. The last time the City employed Police Cadets was 1977-1979. These 1979 Cadets were also high school students although they had somewhat more independence in the performance of their duties and worked more hours than the 1993 Cadets. To properly evaluate the Union argument that the parties consider Police Cadets regular part-time, not casual employes, we need to have 1979 contract language.

Because we do not have the 1979 contract language in evidence, the inclusion of Police Cadets in the unit in 1979 does not assist us in resolving their current unit status.

Given the foregoing, we are left to resolve this dispute by interpretation of the contractual language without the assistance of bargaining history or past practice.

The contractual definition of a "casual" employe has two components: (1) "normally on call", and (2) "works for a specific period of time or for a specific job". Neither component applies to the Cadets. They are not "normally on call" because they have a regular work schedule. They do not work for a "specific period of time" or "for a specific job" because the record establishes that their employment can extend for a lengthy period beginning as high school juniors and extending through completion of a two or four year degree. Thus, they are not "casual" employes under the parties' contract. 6/

6/ In reaching our conclusion, we acknowledge that the contract language specifies that casual employes shall not receive fringe benefits, nor work more than 600 hours and that the Cadet's fringe benefit status and hours are consistent with this language. However, we find this evidence does no more than establish that the City is treating the Cadets in a manner consistent with the City's view of their bargaining unit status.

Rather, their regular work schedule renders them "regular part-time employes" who should be included in the unit. 7/

7/ The City asserts that the purpose of the position's creation was to create a career path for high school students into law enforcement and thus maintains that the Cadets do not have a community of interest with the other nonsworn personnel in the bargaining unit. However, the work duties of the Cadet are similar and in some cases identical to that performed by other members in the bargaining unit, i.e. the Community Service Officers and Police Department clerical staff. Cadets also share a worksite with bargaining unit members and have common supervision. Student status does not in itself preclude the Cadets from having a community of interest with other unit members. (Milwaukee County (Institutions and Departments), Dec. No. 9767 (WERC, 6/70)). In this case there was a competitive selection process for the employes that involved but was ultimately independent of the high school's recommendation. Furthermore, although career development was one objective in creating these positions, the Cadets' job description states that their purpose will be to free more experienced officers from many routine and time-consuming tasks. Their work contribution is therefore

genuine.

In any event, as there is no dispute the Cadets are employes of the City, it is the parties' contract language which is the definitive consideration herein.

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Dated at Madison, Wisconsin this 29th day of November, 1994.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By A. Henry Hempe /s/
A. Henry Hempe, Chairperson

Herman Torosian /s/
Herman Torosian, Commissioner

William K. Strycker /s/
William K. Strycker, Commissioner