

STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

:

In the Matter of the Petition of :

:

CEDAR LAKES UNITED EDUCATORS :

: Case 22

Involving Certain Employees of : No. 46340 ME-532

: Decision No. 16669-A

WEST BEND JOINT SCHOOL DISTRICT NO. 1 :

:

Appearances:

Mr. Stephen Pieroni, Staff Counsel, Wisconsin Education Association Council and Ms. Mary Pitassi, Associate Counsel, on the brief, P.O. Box 8003, Madison, Wisconsin 53708-8003, appearing on behalf of the Association.

Ms. Anne Weiland, Attorney at Law, W182 N9052 Amy Lane, Menomonee Falls, Wisconsin 53051, appearing on behalf of the District.

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

On September 20, 1991, Cedar Lakes United Educators, hereinafter the Association, filed a petition with the Wisconsin Employment Relations Commission requesting the Commission to clarify a bargaining unit of municipal employes of the West Bend School District by including the confidential secretary to the Department of Pupil Services in the Association's bargaining unit. Due to the parties' respective schedules, hearing on the petition was not held until April 30 and June 23, 1992 in West Bend, Wisconsin before Examiner Raleigh Jones, a member of the Commission's staff. The record was closed on September 2, 1992, upon completion of the post-hearing briefing schedule. Being fully advised in the premises, the Commission makes and issues the following

FINDINGS OF FACT

1. Cedar Lakes United Educators, hereinafter referred to as the Association, is a labor organization with offices located at 411 North River Road, West Bend, Wisconsin.
2. West Bend School District No. 1, hereinafter referred to as the District, is a municipal employer with offices located at 697 South Fifth Avenue, West Bend, Wisconsin.
3. The Association is currently the exclusive bargaining representative for all District regular full-time and part-time secretarial employes working twenty (20) hours or more per week, excluding teacher aides,

cooks, custodians, professional unit employes, administrative personnel, confidential and

supervisory personnel and all other employes. This secretarial/clerical bargaining unit has existed since 1978. 1/

4. On September 20, 1991, the Association filed a unit clarification petition with the Commission requesting that the "confidential secretary to the Department of Pupil Services" be included in the existing bargaining unit represented by the Association. The petition alleged that the position was not confidential. At the hearing, the title of the position in issue was modified to the Pupil Services Office Manager. The District opposes the inclusion of the position in the bargaining unit on the basis it is supervisory and/or managerial. The District makes no claim that the position is confidential under Sec. 111.70(1)(i), Stats.

5. The Department of Pupil Services is responsible for all ancillary services for students including evaluation for handicapping conditions and need for exceptional education, exceptional education services delivery, drug and alcohol programs, federally funded programs and other student services. At present, the Department contains two administrators: the Administrator of Pupil Services (Steve Lefeber) and the Director of Student Services (John Cain) who reports to Lefeber; an office manager; six secretaries; four school psychologists; four school social workers; two multiple-disciplinary team (M-team) coordinators; three program support teachers; 62 teachers of the handicapped and 30 instructional aides. The Department of Pupil Services has the largest complement of clerical staff of any school district office and by far the greatest volume of paperwork due to the nature of the services and attendant statutory obligations.

6. Prior to July, 1990, there was no office manager position in the department and Lefeber supervised and managed the office clerical staff as had the previous department administrator. Lefeber wanted to streamline office procedures to increase efficiency, to effectively utilize the computer equipment he wanted the department to acquire, and to deal with a perceived backlog of work in the department, but felt he did not have the expertise to implement such an office restructuring. Lefeber considered, and rejected, the possibility of adding a lead worker to the clerical staff to implement these changes. Instead, Lefeber decided to remove himself from the role of defacto office manager and to transfer that job, along with corresponding supervisory and managerial authority, to an official office manager.

7. The job description which Lefeber drafted for a new Office Manager position identifies the job goal as "To oversee the operation of the pupil services office, the timely flow of paperwork, the utilization of clerical staff and the processing of clear information." Included among the list of specific duties contained in the job description are the recruitment, selection, supervision and evaluation of office staff; establishment of

1/ Dec. No. 16670 (WERC, 11/78).

performance standards and time lines for projects and tasks; prioritization and scheduling of work, projects and tasks, office layout and effective use of space resulting in a comfortable and productive environment; selection, utilization and working knowledge of office equipment, resources and software; coordination as well as

effective and efficient utilization of office staff; staff training and scheduling of inservice sessions; correspondence, completion of state or other reports and assistance in all clerical tasks; preparation and maintenance of the office operational budget; evaluation of the office procedures and time lines in effectively meeting the demands of the pupil services staff; liaison to the pupil services staff and resource to the office staff; knowledge of the rules and state statutes related to Pupil Services; group leader or member as assigned and such other duties as assigned by the administrator.

8. In July, 1990, Lefeber recommended the creation of a new Office Manager position for the Department of Pupil Services and the District adopted this recommendation. After the position was created, notice of same was posted internally and externally, interviews took place and a candidate from the outside was hired.

9. The candidate hired as the new Office Manager was Joyce Novitzke and she began her employment on August 2, 1990. Prior to assuming this position, Novitzke was employed as a secretary for 13 years in the Germantown School District's Department of Special Services (i.e., exceptional education). In that capacity Novitzke worked with then-Director of Special Services Steve Lefeber, who now is the Administrator of Pupil Services for the West Bend School District.

10. Novitzke spends the majority of her time performing clerical duties similar or identical to that performed by the other six secretaries in the department. They all work on computers. Novitzke does not have a private office, but instead works at a desk near the other department secretaries.

11. In addition to her clerical duties, Novitzke oversees four secretaries in the department on her own (Susan Awve, Barbara Hilgendorf, Mona Holt and Julie Martin) and shares oversight of the two personal secretaries to the department's administrators (Marilyn Kell and Cheryl Vriem) with the respective administrators. Kell is Lefeber's personal secretary and Vriem is Cain's personal secretary. Novitzke spends little time actually supervising the work performed by the six secretaries because most of them are long term employes who are able to perform their regular work with little or no direction from Novitzke. The six secretaries usually receive the work they perform from the M-Team coordinators, the psychologists and the social workers in the department. As Office Manager, Novitzke is responsible for the total office work product of the department's six secretaries. Novitzke's pay range is \$12.97 to \$14.21 per hour, while the range for the secretaries in the office extends for \$8.96 to \$12.22 per hour. One of Novitzke's job tasks has been to improve the efficiency of the office and eliminate a backlog of M-team cases that had built up. After Novitzke began her employment with the District, she solicited suggestions from the secretaries concerning reassigning existing work

to give them more time to perform their core tasks. Many of their subsequent suggestions were later implemented when Novitzke transferred already existing work from one clerical to another. Examples include the following: the transfer of Kell's parental authority letter to Hilgendorf; the transfer of special services referrals from Kell to Hilgendorf; Novitzke rather than Kell doing fixed asset inventory; the transfer of some M-Team work and xeroxing from Vriem to Hilgendorf; the transfer of special projects to Vriem such as enrollment projections, school census, United Way, "content mastery program," aides manual, the work basket from the

high school and opening Lefeber's mail; and the transfer of the monthly program reports and the account log book to Kell. During her first six months of employment, Novitzke scheduled regular "team" meetings with the clericals to discuss work assignments, office procedures and issues of concern. After determining that these meetings were not an effective means of communication or building "teamwork," Novitzke changed to an informal meeting procedure, scheduling meetings as needed or meeting with employes on an individual basis or small group basis. In these meetings Novitzke and the employe discuss work projects, goals, timeliness and performance standards. The Office Manager plans and schedules training for the office staff. Novitzke also authorizes time sheets for payment of wages and approves overtime, compensatory time and absences for sick leave and vacations. With the exception of the joint supervision exercised over the two personal secretaries to the administrators, there is no other administrative oversight of the office staff.

12. During her tenure as Office Manager, Novitzke has been involved in filling two secretarial vacancies in the Department of Pupil Services. The first instance occurred upon the retirement of Marilyn Gering, Cain's secretary. In that instance, Cain asked Novitzke to participate in the selection process, which she did as follows. Novitzke conferred with Cain about what skills were needed for the job and then arranged for testing to be conducted on the applicants by Kelly Services. The vacancy was posted internally and two employes applied. Novitzke interviewed them first and then Cain interviewed them separately. After the interviews were finished, Novitzke and Cain discussed the candidates and jointly agreed upon one (Cheryl Vriem). Vriem was awarded the position. Vriem's promotion resulted in another clerical vacancy in the Department. Novitzke first determined what skills and experience were needed for the vacant position, which was slightly different from the prior vacancy. She then drafted the posting for the position and had it approved by the Director of Personnel. The position was posted internally but there were no applicants. She then culled a list of job candidates on file with the District, conducted personal interviews on her own with six of them, and selected a finalist. After she had selected a finalist, she reviewed the decision in its entirety with the District's Personnel Director, who approved her decision. She then contacted the individual, Julie Martin, and offered her the job, which she accepted. Neither of the department administrators participated in this hiring except that Novitzke informed Lefeber of who she had selected prior to offering her the job. Novitzke also participates in the evaluation of all of the Department's secretarial staff. She is the sole evaluator for secretaries Awve, Hilgendorf, Holt and Martin and she evaluates the two personal secretaries (Kell and Vriem) jointly with the two department

administrators in the Department. In August, 1991, Novitzke conducted performance evaluations and conferences for Holt and Vriem. In March, 1992, she and Cain jointly handled the evaluation of Awve. In June, 1992, she conducted performance evaluations and conferences for Hilgendorf, Holt and Vriem. Also in June, 1992, she and Lefeber jointly handled the evaluation of Kell. The Office Manager cannot independently discharge, promote, transfer, lay off or recall employes, but can discipline the department's office secretarial staff, if needed. To date, there have not been any incidents wherein Novitzke imposed formal discipline such as a written warning or suspension. There have been a few occurrences though wherein Novitzke gave employes verbal warnings or corrections. In one such incident in February, 1992, Novitzke met with Hilgendorf and told her it was inappropriate to use sick leave for a "mental

health" day. The absence in question was later converted from sick leave to vacation. Novitzke documented this incident in writing, but the memo was not placed in Hilgendorf's personnel file. In another incident Novitzke met with Kell on August 22, 1990, to review concerns regarding communications between Lefeber and Kell and the timeliness of routing of mail. Novitzke also documented this incident in writing, but the memo was not placed in Kell's personnel file. Another incident occurred in February, 1992, and involved Kell's hiring of a substitute secretary without Novitzke's authorization, signing the substitute's timesheet and failing to communicate this information to Novitzke. Novitzke told Kell that the foregoing was not acceptable and informed her of the need to obtain authorization for same. Novitzke again documented this incident in writing, but the memo was not placed in Kell's personnel file. Another incident with Kell also occurred in February, 1992, and involved the assignment of creating a master form for the transfer of data to the new SASI database program. Novitzke felt Kell did not complete that job assignment in a timely manner. When Novitzke and Lefeber jointly called Kell in to ask why the master form was not complete, Kell informed them that she had completed it but had not informed either of them of that fact. Novitzke considered all these incidents to be minor disciplinary actions. Novitzke estimated she spends 20% of her time performing the duties referenced in Findings 11 and 12.

13. Novitzke is a member of the "Vision Group" which consists of the department's Administrator, Director and the Office Manager. After departmental policy decisions are made by this group, Novitzke communicates them to the office secretarial staff. Novitzke has been involved in choosing computer equipment, specifically hardware and software, for the department. Novitzke's input included reading about the various hardware and software products on the market and getting quotes from vendors. In one instance she recommended that the department purchase color monitors and in another instance she recommended that the department purchase "Wordperfect" software. Other District employes, including the Business Manager, also offered their opinions on the topics. The Superintendent's ultimate decision was to purchase color monitors and "Wordperfect" software for the department. Novitzke was not authorized to purchase the aforementioned equipment directly. While the Office Manager's job description provides that a job duty is to prepare the office operational budget, Novitzke had not done so as of the date of the hearing.

Novitzke does not have a budget she can spend on her own initiative. On one occasion where Vriem was going to take a course in Lotus 1,2,3 software, Novitzke had to get the \$83 tuition approved by the District's Personnel Director.

14. Secretary Marolyn Kell has been involved in filling four contracted driver vacancies. Contracted drivers transport certain handicapped children who cannot be transported on the District's handicapped bus fleet. The contracted drivers transport a small number of handicapped children in their own cars. Kell placed an advertisement in the newspaper for the position and ascertained whether the subsequent applicants met the necessary qualifications. She then referred the qualified applicants to the District's Transportation Coordinator. Until this year, Kell issued the contracted drivers their contracts with the District after they were hired. The Business Office now issues the contracts.

15. Novitzke does possess and exercise supervisory responsibilities in sufficient combination and degree so as to make her a supervisory employe.

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

CONCLUSION OF LAW

The occupant of the Pupil Services Office Manager position is a supervisory employe within the meaning of Sec. 111.70(1)(o)1, Stats., and therefore is not a municipal employe within the meaning of Sec. 111.70(1)(i), Stats.

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

ORDER CLARIFYING BARGAINING UNIT 2/

The position of Pupil Services Office Manager hereby continues to be excluded from the bargaining unit set forth in Finding of Fact 3 above.

Given under our hands and seal at the City of
Madison, Wisconsin this 30th day of December,
1992.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By _____

A. Henry Hempe, Chairperson

Herman Torosian, Commissioner

William K. Strycker, Commissioner

2/ 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.

(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.

WEST BEND JOINT SCHOOL DISTRICT NO. 1

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

BACKGROUND

The Association seeks to include the Pupil Services Office Manager position in the collective bargaining unit it represents. The District opposes the inclusion on the basis that the employe occupying the position is supervisory and/or managerial.

POSITIONS OF THE PARTIES

The Association's position is that Novitzke is neither a supervisory nor managerial employe. With regard to her alleged supervisory status, the Association contends that while the Office Manager position does contain certain limited indicia of supervisory status, it asserts that such indicia are not present in sufficient combination or degree to make Novitzke a supervisor.

First, it argues that Novitzke has little demonstrated authority to hire employes and no demonstrated authority to promote, transfer, discipline or discharge them. Next, it submits that Novitzke's main responsibility is the performance of bargaining unit work and that she spends little or no time directing or assigning work to other employes. According to the Association, the clericals in the office are dedicated, experienced employes who were accustomed to working with a great deal of independence before and after Novitzke was hired. Finally, it contends that the reason the Office Manager position was created was that the Department's Director thought that certain problems existed in the office (specifically a work backlog) and he also thought that his former secretary (Novitzke) was just the person to tackle them. On this point, the Association disputes the cause of the backlog, the degree to which it existed and the solution. The Association also asserts that Novitzke's role in streamlining certain department processes has been exaggerated, but to the extent that she has been involved in some streamlining, the Association characterizes it as the routine supervising of activities rather than the supervising of employes. With regard to her alleged managerial status, the Association argues that Novitzke has no significant impact on managerial policy, establishes no original departmental budget and has no final authority to commit the employer's funds. It therefore submits she is not a managerial employe. Given the foregoing, the Association contends that Novitzke is neither supervisory nor managerial and thus should be included in the bargaining unit.

The District's position is that Novitzke is both a supervisory and managerial employe. With regard to her alleged supervisory status, the District asserts that the Pupil Services Office Manager meets each of the Commission's criteria for supervisory status. According to the District, the Office Manager independently hires, promotes, evaluates and disciplines the (Pupil Services) office staff. Additionally, it asserts that she independently directs and assigns their work. In the District's view, the position is designed to and does in fact have authority to plan, coordinate and control the human resources of the office. The District acknowledges that although

Novitzke does not spend a substantial majority of her time engaged in the supervisory duties, it submits

that the amount of time she does spend is significant and with the future retirement and turnover of the office staff the amount of supervisory time will increase as the needs for training and oversight changes with the experience of the staff. With regard to her alleged managerial status, the District contends that the Office Manager participates in the determination and implementation of department policy by being a member of the "Vision Group." Additionally, it asserts that she has the authority to effectively recommend the commitment of District resources. As examples thereof, it cites the situation where she recommended the purchase of computer monitors which were significantly more expensive than the black and white type generally purchased by the District, and where she recommended purchasing a word processing program for the Department which was not the program of choice of the District as a whole. It notes that in both these situations, the Superintendent adopted her recommendation over the objection of the District Business Manager. In its view, these incidents reflect a level of authority which goes beyond ministerial or clerical acts. It therefore contends that the position should be excluded from the bargaining unit.

DISCUSSION

Supervisory Status

Section 111.70(1)(o)1, Stats., defines the term "supervisor" as follows:

...Any individual who has authority, in the interest of the municipal employer, to hire, transfer, suspend, or lay off, recall, promote, discharge, assign, reward or discipline other employes, or to adjust their grievances or effectively recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

The Commission considers the following factors in determining whether a position is supervisory in nature:

1. The authority to effectively recommend the hiring, promotion, transfer, discipline or discharge of employes;
2. The authority to direct and assign the work force;
3. The number of employes supervised, and the number of persons exercising greater, similar or less authority over the same employes;
4. The level of pay, including an evaluation of whether the supervisor is paid for his or her skills or

for his or her supervision of employes;

5. Whether the supervisor is primarily supervising an activity or is primarily supervising employes;

6. Whether the supervisor is a working supervisor or whether he or she spends a substantial majority of his or her time supervising employes; and

7. The amount of independent judgment exercised in the supervision of employes. 3/

Not all of the above factors need to be present for a position to be found supervisory. Rather, in each case, the inquiry is whether the factors are present in sufficient combination and degree to warrant the conclusion that the employe occupying the position is supervisory. 4/

Applying these factors here, we find that the duties and responsibilities of the Pupil Services Office Manager, currently occupied by Joyce Novitzke, warrant the conclusion that the position is supervisory.

It is noted at the outset that the person who previously supervised the department's secretaries, Lefeber, has relinquished that responsibility. As a result, it is clear that Lefeber is no longer the immediate supervisor of the department's secretaries. The Association essentially contends that given the foregoing, the secretaries do not have an immediate supervisor anymore but, at most, a leadworker, (i.e. Novitzke). The Association also contends that Lefeber, Cain or the Personnel Director continue to be available to supervise the department clericals, should they need supervision. However, the District has decided that Lefeber, Cain and the Personnel Director have other tasks to perform and therefore they will not act as the immediate supervisor for the department's secretaries. Instead, the District has designated the Office Manager to fill that role and we are satisfied she is a supervisor.

The Office Manager spends most of her time performing clerical duties that are similar to those performed by the department secretaries. What separates her from the other secretaries is that she oversees them and their overall work. While she does not closely supervise their work because most of the secretaries are long term employes who know their jobs, she is responsible for the total work product of the department secretaries. Novitzke was responsible for improving the efficiency of clerical staff. To accomplish same Novitzke restructured and reassigned work among the secretaries. She also periodically meets with the secretaries to discuss work projects, goals, timeliness and performance standards. Further, she plans and schedules training for the department's secretaries. Additionally, she approves time

3/ Portage County, Dec. No. 6478-D (WERC, 1/90); Town of Conover, Dec. No. 24371-A (WERC, 7/87).

4/ Somerset School District, Dec. No. 24968-A (WERC, 3/88); Kewaunee County, Dec. No. 11096-C (WERC, 2/86).

sheets, overtime, compensatory time, sick leave and vacations.

While the Office Manager cannot promote, transfer, lay off, recall or discharge employes on her own volition, she has effectively recommended the hiring of employes and has the authority to effectively recommend discipline.

First, with regard to hiring, Novitzke played a meaningful role in filling two secretarial vacancies in the department. In the first case, a vacancy was filled with internal applicants. There, Novitzke interviewed the candidates herself. Later, she and Cain jointly agreed upon a candidate (Vriem) who was the one awarded the position. In the other case, a candidate from outside was hired. There, Novitzke conducted interviews with six candidates, selected a finalist (Martin) and recommended the finalist to the Personnel Director, who approved her recommendation. Neither of the department administrators participated in this hiring except that Novitzke informed Lefeber of whom she had selected prior to the offering her the job. Obviously, Novitzke played a more active role in the latter hiring than the former because she and she alone recommended hiring Martin.

The Association notes that a bargaining unit member, Marilyn Kell, has hired several contracted drivers and implies this is significant. The record indicates that Kell, an employe whose supervisory status is not at issue here, has been involved in hiring four contracted drivers to transport certain handicapped children in their own cars for the District. While on its face it appears that Kell has hired more employes than Novitzke, we believe Kell's hirings are distinguishable from Novitzke's noted above. To begin with, it is clear from the record that Novitzke interviewed job candidates, selected a finalist from competing candidates and made a recommendation to the Personnel Director which was accepted. In contrast though, it is unclear whether Kell exercised similar discretion with regard to the contracted drivers. Second, it is clear from the record that Novitzke was involved in the hiring of permanent full-time employes. In contrast though, it is unclear what status the contracted drivers have (i.e. whether they are independent contractors, temporary, part-time or full-time employes). Given the foregoing, we are not persuaded that the status of the contracted drivers which Kell hired is the same as that of the permanent, full-time employes that Novitzke hired.

Next, with regard to discipline, the record indicates that Novitzke has given verbal warnings or corrections to several employes, specifically Hilgendorf and Kell, to correct or change certain behavior. Insofar as the record shows, this is the only discipline that has been imposed in the department since Novitzke was hired. While formal disciplinary action has not been imposed, we are satisfied that the Office Manager is empowered to effectively recommend same should the need arise.

Finally, it is noteworthy that Novitzke has conducted a total of seven evaluations in the last year. She has independently evaluated Vriem, Holt and Hilgendorf and has jointly evaluated Awve and Kell with administrators Cain and Lefeber, respectively. While the Association characterizes these evaluations as sporadic, we note that all the employes (except new employe Martin) have been evaluated at least once within the last year with Vriem and Holt being evaluated twice within that time frame. These evaluations identify

responsibilities that are being done well and aspects of job performance that need improvement. In addition to these formal evaluations, Novitzke also discusses job performance with the office secretaries on an ongoing, informal basis.

Novitzke's pay range is from \$12.97 to \$14.21 per hour, while the pay range for the employes she supervises is from \$8.96 to 12.22 per hour. We conclude that this significant pay differential exists in part to compensate the Office Manager for her supervisory responsibilities.

While Novitzke does not exhibit all of the factors we consider in determining supervisory status, she exhibits a sufficient combination of these factors for us to find her to be a supervisor. She is therefore excluded from the bargaining unit.

Having excluded the Office Manager from the bargaining unit on the basis of supervisory status, it is unnecessary to determine whether managerial factors are also present in sufficient combination as to establish an additional basis for the exclusion.

Dated at Madison, Wisconsin this 30th day of December, 1992.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By _____

A. Henry Hempe, Chairperson

Herman Torosian, Commissioner

William K. Strycker, Commissioner