

STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

In the Matter of the Petition of

EAU CLAIRE SCHOOLS CLASSIFIED STAFF
FEDERATION LOCAL 4018, WFT, AFT,
AFL-CIO

Involving Certain Employes of

EAU CLAIRE SCHOOL DISTRICT

Case 14
No. 50230 ME-682
Decision No. 17124-B

Appearances:

Mr. Steve Kowalsky, Representative, Wisconsin Federation of Teachers, AFL-CIO, 1334 Applegate Road, Madison, WI 53713-3184, appearing on behalf of the Union.
Weld, Riley, Prens & Ricci, S.C., Attorneys at Law, by Mr. James M. Ward, 715 South Barstow Street, P. O. Box 1030, Eau Claire, WI 54702-1030, appearing on behalf of the District

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

On December 13, 1993, Eau Claire Schools Classified Staff Federation Local 4018, WFT, AFT, AFL-CIO filed a petition with the Wisconsin Employment Relations Commission requesting that a collective bargaining unit of employes of the Eau Claire Area School District be clarified by the inclusion of three positions: Executive Assistant to the Assistant for Personnel (Staff Records), Executive Assistant to the Deputy Superintendent and Executive Assistant to the Assistant Superintendent for Business Affairs. All three positions were previously excluded from the unit as confidential pursuant to a stipulation between the parties.

Hearing was held in the matter on November 14, 1994, in Eau Claire, Wisconsin, before Examiner Lionel L. Crowley, a member of the Commission's staff. During the course of the hearing, the Union withdrew its petition regarding the Executive Assistant to the Assistant Superintendent for Business Affairs. The parties filed briefs which were exchanged on March 2, 1995. The District was given ten days to file a reply brief, but it chose not to do so and the record was closed on March 13, 1995. The Commission, having reviewed the evidence and arguments of counsel and being fully advised in the premises, makes and issues the following Findings of Fact,

No. 17124-B

Conclusions of Law and Order Clarifying Bargaining Unit.

FINDINGS OF FACT

1. Eau Claire Schools Classified Staff Federation Local 4018, WFT, AFT, AFL-CIO, hereinafter referred to as the Union, is a labor organization and has its offices c/o Wisconsin Federation of Teachers, 1334 Applegate Road, Madison, Wisconsin 53713-3184.

2. Eau Claire Area School District, hereinafter referred to as the District, is a municipal employer and has its offices located at 500 Main Street, Eau Claire, Wisconsin 54701.

3. At all times material herein, the Union has been recognized by the District as the exclusive bargaining representative for "All regular full-time and regular part-time clerical and data processing personnel and school aides, but excluding confidential and supervisory personnel." There are approximately 200 employes in the bargaining unit.

4. On December 9, 1993, the Union filed a petition to include three positions which the parties have previously stipulated were excluded on the basis they were confidential. The positions were Curriculum Assistant, Personnel Assistant and Purchasing and Fiscal Assistant, all later retitled to Executive Assistant to the respective administrator. At the hearing in this matter, the Union withdrew its petition with respect to the Purchasing and Fiscal Assistant.

5. The District operates a K-12 school system with approximately 11,500 students and 1,200 employes. The District's top administrative staff consists of the Superintendent, the Deputy Superintendent, the Assistant Superintendent for Personnel and the Assistant Superintendent for Business Affairs. The Superintendent's secretary is confidential, the Deputy Superintendent's Executive Assistant is one of the positions the Union seeks to include in the unit, and the Assistant Superintendent for Personnel has two Executive Assistants, one of which the Union seeks to include in the bargaining unit.

6. Rita Munzenmaier occupied the position of Curriculum Assistant, later retitled Executive Assistant to the Deputy Superintendent, until her retirement in the summer of 1994. Connie Wislinsky was hired on July 1, 1994, to replace Munzenmaier. She is the only clerical employe in the Deputy Superintendent's office. The position description for this position states, in part, as follows:

**POSITION TITLE: EXECUTIVE ASSISTANT TO THE
DEPUTY SUPERINTENDENT**

I. **ACCOUNTABILITY OBJECTIVES:** The Executive Assistant to the Deputy Superintendent is primarily a support person for the Deputy Superintendent for Curriculum and

Instruction. Primary objectives are: (1) to serve as secretary to the Deputy Superintendent for Curriculum and Instruction; (2) coordination of office functions of the Deputy Superintendent; (3) interpret district and department policies to the public; (4) interact and work closely with the superintendent's office, and assist when Deputy Superintendent assumes position of acting superintendent during superintendent's absence; (5) coordinates, manages and reports pupil accounting.

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V. POSITION RESPONSIBILITIES:

- A. Serves as secretary to the Deputy Superintendent for Curriculum and Instruction and performs clerical tasks for other curriculum staff as assigned.
- B. Coordinates office functions.
- C. Schedules appointments and handles phone calls.
- D. Discusses and interprets district rules, regulations, and policies in person or on phone with administrators, teachers, parents, students.
- E. Generates and maintains data gathering systems for student accounting to wisconsin (sic) Department of Public Instruction, federal government, and school district, i.e., student membership audits, average daily attendance, average daily membership, dropouts, withdrawals, absences, grades, sex, ethnic categories, class sections, and class projections.
- F. Generates and prepares various reports for Board of Education.
- G. Performs other duties as assigned.

Wislinsky fills in when the Superintendent's secretary is absent and if the Superintendent has additional work when his secretary is present, Wislinsky also performs it. The Deputy Superintendent investigates potential discipline of both represented and unrepresented employees and Wislinsky, as his Executive Assistant, would be aware of disciplinary matters which would not be shared with the Union. Wislinsky takes notes at the monthly meetings of the High School principals, as well as the monthly Middle School principals' meeting and the Elementary principals' monthly meetings. Occasionally, the Assistant Superintendent for Personnel, who is also the District's labor negotiator, attends these meetings to get the principals' input for negotiations and to

provide feedback for further input. Due to Wislinsky's recent employment, she has not been involved in labor relations matters; however, Wislinsky will perform the same functions as her predecessor, Munzenmaier, and will have access to labor relations information due to her presence in the Deputy Superintendent's office, as well as when she performs work

for the Superintendent. The Executive Assistant to the Deputy Superintendent has sufficient participation in, knowledge of and access to confidential labor relations matters to render her a confidential employe.

7. Mary Spies occupies the position of Executive Assistant to the Assistant Superintendent for Personnel (Staff Records) and her job description provides, in part, as follows:

POSITION TITLE: EXECUTIVE ASSISTANT TO THE ASSISTANT SUPERINTENDENT FOR PERSONNEL (Staff Records)

I. ACCOUNTABILITY OBJECTIVES: The Executive Assistant is a support person for the Assistant Superintendent for Personnel. Primary objectives of the position include but are not limited to: (1) broad knowledge of master employee contracts; (2) processing and maintaining letters of intent and individual contracts for certified staff based on contractual provisions; (3) responsible for staff accounting to Wisconsin Department of Public Instruction; (4) knowledge of data processing to assist in management of employee records; (5) monitors increment assignments; (6) responsible for staff management information systems; (7) responsible for preparing employment report for each Board of Education meeting; (8) handles employee claims for Workers' Compensation.

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V. POSITION RESPONSIBILITIES:

A. Provides assistance to the Assistant Superintendent for Personnel in the employment of individuals and record keeping pertaining to employment of all individuals in the district.

1. Works closely with assistant superintendent and personnel assistant to prioritize department functions and plan schedules to meet deadlines. Assists when and however necessary to accomplish department work loads.

2. Initiates policies and procedures for record keeping functions and evaluates their effectiveness.
3. Processes employee claims for Workers' Compensation.
4. Provides assistance to candidates.
5. Manages sale and distribution of activity passes.

B. Employment Functions

1. Reviews and validates all temporary employment
2. Prepares professional staff reemployment (and nonrenewal) lists annually as per Wisconsin Statute 118.22
3. Notifies all school year (ten month) employees of employment status for ensuing year
4. Assists with interpretation of all master contracts and prepares original letter of employment
5. Prepares all individual contracts for professional staff based on negotiated settlements as well as letters of intent when necessary
6. Prepares and executes all contract changes based on lane change approvals, contract extensions, modifications, etc.
7. Develops and executes summer school employment contracts based on authorization and master contract
8. Prepares employment report (recommendations for each Board of Education meeting)
9. Approves invoices and monitors completion of new employee physical examination.
10. Manages staff shuttle/mileage (travel) approval forms and prepares authorization notices
11. Manages increment assignments

C. Record Keeping

1. Maintains personal file of all employees

2. Maintains files for all ex-employees

3. Develops/maintains seniority list for teachers including layoff records, etc.
4. Maintains certification files for all certified staff
5. Maintains district experience and professional development records of all teachers and administrators
6. Maintains files on staff supervision and evaluation
7. Maintains individual payment/benefit records and prepares annual report to Wisconsin Department of Public Instruction and Board of Education

Thomas Fiedler is the District's Assistant Superintendent for Personnel and is responsible for recruitment and selection as well as labor negotiations and contract administration including disciplinary matters. There are two confidential employees in Mr. Fiedler's office and Mary Spies is one of them. Spies keeps track of the steps and credits necessary for lane changes for teachers, checks certifications of teachers, does the Equal Employment accounting and keeps track of the employment of teachers. Ms. Spies is responsible for reading Fiedler's E-Mail every day which may involve possible discipline of employees. Spies types preliminary and final drafts of disciplinary letters as well as notices of employee non-renewal or layoff. On occasion, Spies types proposals and counter-proposals used in negotiations, as well as grievance responses. Spies makes copies of proposals and counter-proposals used in bargaining. Spies has also handled confidential correspondence between Fiedler and the District's attorney related to disciplinary activity. Spies is privy to information on staffing decisions so the District can meet its budget or cost controls. Spies has access to a significant amount of confidential labor relations matters.

8. The amount of confidential work performed in the Assistant Superintendent for Personnel's office warrants the exclusion of both Executive Assistants assigned to his office. Executive Assistant Mary Spies has sufficient participation in, knowledge of and access to confidential labor relations matters to render her a confidential employee.

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

CONCLUSIONS OF LAW

1. The incumbent in the position of Executive Assistant to the Deputy Superintendent is a confidential employee and therefore is not a municipal employee within the meaning of Sec. 111.70(1)(i), Stats.

2. The incumbent in the position of Executive Assistant to the Assistant Superintendent for Personnel is a confidential employe and therefore is not a municipal employe within the meaning of Sec. 111.70(1)(i), Stats.

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

ORDER CLARIFYING BARGAINING UNIT 1/

The positions of Executive Assistant to the Deputy Superintendent and Executive Assistant to the Assistant Superintendent for Personnel shall remain excluded from the unit described in

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.

(Footnote continued on Page 8.)

Finding of Fact 3.

Given under our hands and seal at the City of Madison, Wisconsin,
this 13th day of June, 1995.

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

1/ (Footnote continued from Page 7.)

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.

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(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.

EAU CLAIRE SCHOOL DISTRICT

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

POSITIONS OF THE PARTIES

The Union contends that the Executive Assistant to the Assistant Superintendent for Personnel is not confidential in that she does not do confidential work as part of her normal responsibilities. It points out that her position description indicates that she is primarily responsible for record keeping related to employment with the bulk of her time spent on employment letters, physical exam notifications, monitoring steps and increments for teachers, maintaining certification records, preparing DPI reports and preparing secondary staffing documents, etc. It submits that her contact with confidential work is only incidental and could be assigned to the other confidential employe working in the Department. It argues that she is not involved in drafting or costing of proposals and counter-proposals, her involvement with grievances has been limited and other than providing seniority lists, and that she is not involved with decisions regarding layoffs or cutting of programs. The Union characterizes the position's access to confidential faxes as similar to delivering unopened mail. With respect to her access to the Personnel Director's E-Mail, the Union insists that the E-Mail introduced at the hearing contained no confidential information and the information could have been obtained by the Union from other sources. It concludes that the Executive Assistant, Ms. Spies, is primarily an employment record keeping position whose contact with confidential labor relations matters is not a normal function of her job but is quite rare. It insists that such incidental contact is not sufficient to exclude the position from the bargaining unit.

The Union contends that the Executive Assistant to the Deputy Superintendent has no assigned duties which involve confidential work relating to the District's labor relations and that she has not performed any labor relations work during the course of her employment. It points out that she does not type proposals or counter-proposals related to collective bargaining. It admits that she takes minutes at the Tuesday morning principal meetings and once every couple of years, the Personnel Director comes in and surveys the principals regarding contract proposals. If these are confidential, the Union suggests she could be excused from that portion of the meeting and that, in any event, this isolated instance of confidential-type work would not be sufficient to exclude her from the unit. It notes no evidence was presented that the Executive Assistant, Ms. Wislinsky, prepares grievance responses or is involved in discussion of any specific actions involving bargaining unit employes. It maintains that it is clear that Ms. Wislinsky is not a confidential employe.

The Union takes the position that the testimony of the prior incumbent, Ms. Munzenmaier, is not relevant to the present position because the duties of the position changed and the current job

duties do not involve confidential matters. The Union alternatively argues that even if Ms. Munzenmaier's duties are relevant, her exposure to confidential matters was limited to isolated instances unrelated to her assigned duties, one of which involved a concern with a fellow employe and the other involved serving as a sounding board for the Deputy regarding his investigation of a sexual harassment claim. It claims that such limited contacts in ten years are not sufficient for the position to remain confidential. It concludes that the evidence does not support a conclusion that the position is confidential and it should be placed in the bargaining unit.

The District contends that both positions are confidential and should continue to be excluded from the bargaining unit. With respect to the position occupied by Mary Spies, the District submits that since 1987, the Personnel Director has been responsible for contract negotiations and employment relations. It points out that prior to 1987, there were two confidential employes in the Personnel Office and despite the increase in on-going labor relations matters, there are still only two confidential employes plus a 75 percent time non-confidential employe.

It alleges that Ms. Spies is involved in all areas in the Personnel Department, including transcribing contract proposals, making copies of such proposals and transcribing other related correspondence. It asserts that she compiles the information used by the District in deciding on potential layoffs of teachers. It notes that Ms. Spies has access to Mr. Fiedler's electronic mail which frequently contains information of a sensitive, confidential nature relating to employment matters. It argues that access to the E-Mail is tantamount to access to telephone conversations. The District contends that Ms. Spies has knowledge that the District may be exploring disciplinary options, that Ms. Spies types correspondence dealing with employe discipline and non-renewal, both preliminary and final drafts, and that she is knowledgeable about the District's deliberations and strategy whether or not discipline actually ever takes place. It points out that Ms. Spies had access to regular, confidential communiques from the District's attorney on a recent, major disciplinary situation affecting a member of the clerical bargaining unit. It also points out that Ms. Spies transcribes grievance responses, and due to her position, knows what is going on with respect to labor relations in the Personnel Department. The District claims that Ms. Spies has the requisite "access to, knowledge of, and participation in" confidential labor relations matters so as to be a confidential employe and as such should be excluded from the bargaining unit. It cites Appleton Area School District, Dec. No. 22338-B (WERC, 7/87) in support of its position pointing out that in Appleton, the Commission excluded a similar position, the personnel records secretary. The District notes that the position occupied by Ms. Spies has been confidential since the inception of the bargaining unit and argues the evidence fails to establish that the job duties have changed.

The District points out that Assistant Superintendent Fielder has the sole responsibility for all employment matters in the District and as his support person, Ms. Spies deals with these issues on a daily basis. Her considerable confidential duties could not be assigned to another employe without severe disruption of the Personnel Department's operations. The District argues that the Personnel Department simply has too much confidential work to be performed by one employe.

The District claims that for a school district its size, a total of five confidential employees is reasonable and that if the Union would succeed with its petition, it would have only three. The District submits the evidence shows that no comparable school district in Wisconsin has only three confidential employees and that some smaller districts have more confidential secretaries. The District refers to the Commission's decision in LaCrosse School District, Dec. No. 15710-A (WERC, 5/79) (LaCrosse is a smaller district than Eau Claire), wherein it held that "four employees is not an inordinately large number of confidential employees to be excluded from a bargaining unit of the size involved herein." In Rhineland School District, Dec. No. 17021-A (WERC, 12/86), three confidential employees were found reasonable in a district which employs 400 employees. It notes Eau Claire employs approximately 1,200 employees. It concludes that Ms. Spies' duties mirror those of other secretaries the Commission has found to be confidential, her position has historically been confidential and it should continue to be excluded from the bargaining unit.

The District contends that the Executive Assistant to the Deputy Superintendent is a full-time, confidential employee. It asserts that this is the only clerical position in the Deputy Superintendent's office and the position has been confidential since 1987. The District submits that as note taker for the principals' monthly meetings, Ms. Wislinsky is privy to sensitive personnel matters, disciplinary matters and various bargaining proposals. It contends that because the Assistant Superintendent investigates disciplinary matters, his clerical help would become familiar with all aspects of potential discipline. It cites Howard-Suamico, Dec. No. 22731-A (WERC, 9/88) for the proposition that the confidential exclusion protects a municipal employee's right to conduct its labor relations through employees whose interests are aligned with management. The District points out that although Ms. Wislinsky has been employed for a short time and has not been involved in labor relations matters, she has the same duties and responsibilities and will have the opportunity to participate in the full range of labor relations matters as did her predecessor. It notes that similar positions at schools of comparable size have been found to be confidential. Appleton School District, *supra* and LaCrosse School District, *supra*.

The District asserts that the Union's argument that Ms. Wislinsky's confidential duties could be assigned to another employee is without merit as there is no one else who would have the time to do them. It argues that the physical layout of the office would have to be rearranged as confidential discussions could be overheard by anyone in the office and this would cause undue disruption. It concludes that Ms. Wislinsky has major confidential duties in the area of labor relations and her position should continue to be excluded from the unit.

The District makes two additional arguments:

1. The confidential functions of the two positions are not de minimis and there is no requirement that a confidential employee must spend a majority of his/her time on confidential matters. It argues that the record establishes that the two employees spend a sufficient amount

of time on confidential matters to meet the confidential exemption. Also, where an employe is the only person available to perform the work, they are deemed confidential, particularly here, where the District has demonstrated the work cannot be realistically reassigned.

2. It is immaterial whether the confidential work applies to the clerical bargaining unit. The District insists that the key to confidential status is not the identity of the bargaining unit from which the confidential employe is excluded but rather the nature of the work performed by the employe. It maintains that it makes no difference that the employes deal primarily with confidential information concerning teachers because what is important is the employe's relationship with management.

It requests that the Union's unit clarification petition be dismissed.

DISCUSSION

The Commission has consistently held that, for an employe to be considered a confidential employe, such employe must have access to, knowledge of, or participation in confidential matters relating to labor relations. For information to be confidential, it must:

- 1) deal with the employer's strategy or position in collective bargaining, contract administration, litigation, or other similar matters pertaining to labor relations and grievance handling between the bargaining representative and the employer; and
- 2) be not information which is available to the bargaining representative or its agents. 2/

A de minimis exposure to confidential materials is generally insufficient grounds for excluding an employe from a bargaining unit 3/ but the confidential exclusion protects a municipal employer's right to conduct its labor relations through employes whose interests are aligned with those of management, rather than risk having confidential information handled by people with conflicting loyalties who may be subjected to pressure from fellow bargaining unit

2/ Madison Metropolitan Sewerage District, Dec. No. 9842-A (WERC, 4/95); Appleton School District, Dec. No. 22338-B (WERC, 7/87).

3/ Boulder Junction Joint School District, Dec. No. 24982 (WERC, 11/87).

members. 4/ Thus, notwithstanding the actual amount of confidential work conducted, but assuming good faith on the part of the employer, an employe may be found to be confidential where the person in question is the only one available to perform legitimate confidential work, 5/ and, similarly, where a management employe has significant labor relations responsibility, the clerical employe assigned as her or his secretary may be found to be confidential, even if the actual amount of confidential work is not significant, unless the confidential work can be assigned to another employe without undue disruption of the employer's organization. 6/

Executive Assistant to the Assistant Superintendent for Personnel

The record supports a finding that the Executive Assistant position occupied by Mary Spies continues to be a confidential employe. The Assistant Superintendent for Personnel is responsible for the negotiation and administration of collective bargaining contracts and is involved in employe discipline, non-renewals and layoffs and the grievance process. Ms. Spies has been asked to type bargaining proposals and counter-proposals, grievance responses and possible disciplinary actions. She handles the E-Mail sent to the Personnel Director and is involved in non-renewals and layoffs.

The Commission is satisfied that the confidential duties performed by Ms. Spies are substantial and warrant her continued exclusion from the unit.

Executive Assistant to the Deputy Superintendent

Connie Wislinsky was hired on July 1, 1994, and her participation in confidential labor relations matters had been limited due to the short time span between her hiring and the date of the hearing. The Commission is satisfied that Ms. Wislinsky will have access to and knowledge of confidential matters relating to labor relations similar to that of her predecessor. The Deputy Superintendent is the second in charge of the District and has substantial responsibility as to disciplinary matters. Wislinsky takes the notes of the principals' meetings each month which periodically involve confidential labor relations matters. Although the time spent performing her

4/ Cooperative Education Service Agency No. 9, Dec. No. 23863-A (WERC, 12/86).

5/ Town of Grand Chute, Dec. No. 22934 (WERC, 9/85).

6/ Howard-Suamico School District, Dec. No. 22731-A (WERC, 9/88).

confidential duties may be de minimis, she is the only clerical in the Deputy Superintendent's office, and we are satisfied her confidential labor relations work could not be reassigned without undue disruption of the District's organization.

Accordingly, we have found that both positions continue to be confidential, and thus excluded from the bargaining unit.

Dated at Madison, Wisconsin, this 13th day of June, 1995.

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