

STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

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: In the Matter of the Petition of :  
: : Case III  
MAPLE FEDERATION OF TEACHERS, LOCAL : : No. 23140 ME-1554  
1293, WFT, AFT, AFL-CIO : : Decision No. 17463  
: :  
Involving Certain Employees of : :  
: :  
SCHOOL DISTRICT OF MAPLE : :  
: :  
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FINDINGS OF FACT, CONCLUSION OF LAW AND  
ORDER CLARIFYING BARGAINING UNIT

Maple Federation of Teachers, Local 1293, WFT, AFT, AFL-CIO, hereinafter the Union, having filed on June 13, 1978 a petition with the Wisconsin Employment Relations Commission, hereinafter the Commission, to clarify a certified collective bargaining unit of teachers employed by the School District of Maple, hereinafter the District, by including the School Nurse in said unit; and hearing on said petition having been scheduled for July 6, 1978 in Superior, Wisconsin, and the parties having subsequently postponed said hearing, and on March 5, 1979, the Union and the Employer having filed a stipulation of facts, and having waived hearing in the matter, and having requested the Commission to clarify the unit on the basis of this stipulated record; and the Commission, being fully advised in the premises, makes and issues the following Findings of Fact, Conclusion of Law and Order Clarifying Bargaining Unit.

FINDINGS OF FACT

1. That the Maple Federation of Teachers, Local 1293, WFT, AFT, AFL-CIO, hereinafter referred to as the Union, is a labor organization, and it maintains its offices in Milwaukee, Wisconsin.
2. That the School District of Maple, hereinafter referred to as the District, operates a public school for the education of children, and the District maintains its offices in Maple, Wisconsin.
3. That following an election conducted by it, the Wisconsin Employment Relations Commission on March 24, 1966 certified the Union as the exclusive collective bargaining representative of all certificated teaching personnel in the employ of the District, including classroom teachers, librarians and teaching principals.
4. That the stipulation submitted by the parties herein establish the following facts:

. . .

The school nurse's position originated in 1970 as a half-time (50%) Title I position. In 1974, the position became a full-time job, 50% Title I and 50% District. A Title I Job Description was developed and is as follows:

- A. Interprets the findings on pupils' health records and informs and advises teachers, parents and children.
- B. Cooperates with community agencies to obtain medical treatment for her "patients" and makes individual follow-ups regarding the completion of advised treatments.
- C. Maintains individual health records for pupils referred to her.
- D. She assists in giving first-aid treatment in emergencies and suggests further school or home treatment until a physician is consulted.
- E. She visits homes to confer with parents on nutritional, dental, or other health needs of pupils.
- F. She provides individual health counseling for parents and students.

There is also a Job Description for the District share of the position. The District duties were quite similar to the Title I duties until 1975 when a district wide health curriculum was initiated. Since that time, the school nurses' class presentations on health have been reduced substantially. She has worked more on an individual basis on health problems that are referred to her, including first aid and emergency medical treatment. She is responsible for updating and implementing an Emergency Medical Plan required by the Department of Public Instruction. An estimate of the time allotted for the school nurse's responsibility is as follows:

- 2% - 1. Assists administrators in developing school health program.
- 20% - 2. Conducts school programs of immunization, physical examinations, and sight and hearing testing.
- 1% - 3. Instructs teachers on screening students for health defects.
- 3% - 4. Maintains up-to-date cumulative health records of all students.
- 24% - 5. Consults with parents, school personnel, physicians, clinics, and other agencies on student health matters.
- 33% - (6. Assumes authority, in the absence of a physician, for the care of a student or staff member who has suffered an injury or emergency illness.
- (7. Administers first aid in accordance with established first aid procedures and supervises sick room.

- 1% - 8. Participates in inservice training programs.
- 5% - 9. Assists school personnel in maintaining sanitary standards in schools.
- 5% -10. Supervises medication of students while in school.
- 1% -11. Supervises and implements State Statute 140-05.
- 5% -12. Instructs classes in areas pertaining to health and health related subjects.

The School Nurse is a professional employee and certified by the Department of Public Instruction, but is not a supervisory, managerial, or confidential employee. The school nurse is on a 9-1/4 month, one-half time district contract for an annual salary of \$4,086.18 and a part-time Title I contract of which the duration is determined by the amount of funding available. The fringe benefits are 2-1/2% retirement, 1 day of sick leave per month and 1 personal leave day per year.

. . .

The school nurse's part-time contract for the 1978-79 school year that was funded by federal monies under Title I was under two separate contracts. The first of these is for 31-1/2 days and ran from 9/25/78 through 12/21/78. The contracted salary for this period was \$1,396.31. The second contract is for 52-1/2 days starting on 1/3/79 through 6/5/79. The amount of this contract is \$2,282.17. This portion of the contract varies from year to year and is dependent on the amount of federal funding received.

5. That the School Nurse's duties and responsibilities are supportive of the educational program of the District, and in that regard, the School Nurse shares a community of interest with teachers in the bargaining unit represented by the Union.

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

#### CONCLUSION OF LAW

Under its authority to determine appropriate collective bargaining units under Section 111.70(4)(d)2.a. of the Municipal Employment Relations Act the Commission concludes that the School Nurse is appropriately included in the unit consisting of teachers in the employ of the District.

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

#### ORDER CLARIFYING BARGAINING UNIT


The collective bargaining unit involved herein is hereby amended to include the position of School Nurse and said unit shall heretofore read as follows:

All certificated teaching personnel, including classroom teachers, librarians, teacher-principals, and School Nurse, employed by the School District of Maple, but excluding the District Administrator, Assistant Administrator, Elementary Supervisor, High School Principal and Guidance Director.

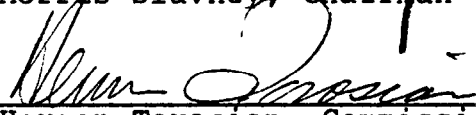
Given under our hands and seal at the City of Madison, Wisconsin this 28th day of November, 1979.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION


By

  
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Morris Slavney, Chairman

  
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Herman Torosian, Commissioner

  
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Gary L. Covelli, Commissioner

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

The parties here requested the Commission to determine whether the School Nurse should be included in the teacher unit. A review of the duties of the School Nurse reveals that the bulk of her time is spent conducting school immunization programs, administering first aid to students and staff, and consulting with parents and school personnel concerning student health matters. A school program employs professional employees in several disciplines and fields. The nursing profession as a discipline requires training and skills which differ from those demanded of individuals in the teaching profession.

In Joint City School District No. 1, City of Superior (13238-A) 6/76, the Commission established the following policy with regard to the appropriateness of combining the several disciplines and professions, including a School Nurse, who work in support of the educational mission of a K through 12 school district:

. . .

In the past the Commission has included in a unit consisting of primarily classroom teachers those who do not engage in classroom teaching but who possess teaching certifications, evidencing a background in education and who work with students or teachers in a non-supervisory capacity in support or the educational program.

. . .

In order to carry out the principle of anti-fragmentation we have herein determined that all occupants of professional positions in a K through 12 school setting, who work with students and teachers, whether certified or not certified, by the Department of Public Instruction shall, absent special circumstances, be included in a unit consisting primarily of teachers.

. . .

The School Nurse functions in support of the educational program in the District. In that regard, she shares a community of interest with teachers. The position was not in existence at the time the teacher unit was established. Therefore, the Commission has included the School Nurse in the teacher unit.

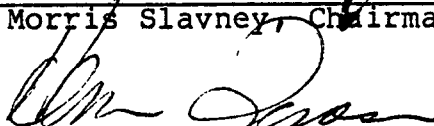
Dated at Madison, Wisconsin this 28th day of November, 1979.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

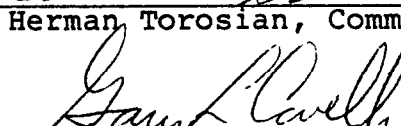
By



Morris Slavney, Chairman



Herman Torosian, Commissioner



Gary L. Covelli, Commissioner