

STATE OF WISCONSIN
BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

In the Matter of the Petition of
**GREEN BAY BOARD OF EDUCATION (MONITOR) EMPLOYEES,
LOCAL 3055-C, AFSCME, AFL-CIO**

Involving Certain Employees of
GREEN BAY AREA PUBLIC SCHOOL DISTRICT

Case 233
No. 67309
ME-1226

Decision No. 18910-A

Appearances:

Michael J. Wilson, Representative at Large, Wisconsin Council 40, 8033 Excelsior Drive, Suite "B", Madison, Wisconsin 53717-1903, appearing on behalf of the Green Bay Board of Education (Monitor) Employees, Local 3055-C, AFSCME, AFL-CIO.

Jack D. Walker, Attorney at Law, Melli, Walker, Pease & Ruhly, S.C., 10 East Doty Street, Suite 900, Madison, Wisconsin 53703, appearing on behalf of the Green Bay Area Public School District.

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

On September 19, 2007, the Green Bay Board of Education (Monitor) Employees, Local 3055-C, AFSCME, AFL-CIO filed a petition with the Wisconsin Employment Relations Commission seeking to have the Commission add the positions of District Security Staff (Security Staff) and Student Support Assistants (Support Assistants) to an existing Local 3055-C represented bargaining unit of Monitors employed by the Green Bay Area Public School District.

Pursuant to notice, a hearing was held on October 30, 2007, and November 28, 2007, before the designated hearing examiner, Commission Chair Judith Neumann. Both parties submitted briefs and reply briefs in support of their respective positions, the last of which was received on February 13, 2008.

No. 18910-A

Having reviewed the record and being fully advised in the premises, and for the reasons set forth in the accompanying Memorandum, the Commission makes and issues the following

FINDINGS OF FACT

1. The Green Bay Area School District, herein the District, is a municipal employer.

2. The Green Bay Board of Education (Monitor) Employees, Local 3055-C, AFSCME, AFL-CIO, herein the Union, is a labor organization certified by the Commission, on September 28, 1981 as the collective bargaining representative of a stipulated unit comprising “all regular full-time and regular part-time monitors employed by Joint School District No. 1, City of Green Bay, et al, excluding confidential, professional, supervisory executive and managerial employees, and all other employees”

3. In addition to the Monitors’ unit, which comprises 82 employees, District employees are also represented in eight other collective bargaining units, roughly categorized as follows (the number of employees in each unit is set forth in parentheses):

- (a) Teachers (1,745)
- (b) Paraprofessionals (288)
- (c) Substitute Teachers (403)
- (d) Clericals (178)
- (e) Maintenance (162)
- (f) Skilled Trades (10)
- (g) Food Service (117)
- (h) Noon Hour Supervisors (109)

4. In addition to the employees in the bargaining units set forth in Finding of Fact 3, above, the District also employs about 391 individuals who are neither in a bargaining unit nor excluded as confidential, managerial, executive or supervisory employees. Most, but not all, of these 391 unrepresented employees work as substitutes for bargaining unit employees. The Security Staff and Support Assistants at issue in this case are among the presently unrepresented employees of the District.

5. The most recently certified bargaining unit of District employees is the Noon Hour Supervisors’ unit, for which Wisconsin Council 40, AFSCME, AFL-CIO was certified by the Commission as bargaining representative on June 24, 2002, based upon a stipulated bargaining unit. DEC. NO. 30343-A (WERC, 6/02). Noon hour supervisors work part time in the elementary school lunch rooms and on playgrounds supervising students during the lunch period. They may also be called upon to perform occasional clerical tasks.

6. Monitors as a group perform a variety of tasks in the District’s four high schools and six middle schools, primarily maintaining order among students and ensuring their

adherence to school rules in study halls, detention/in-school suspension rooms, hallways, cafeterias, libraries, bathrooms, gym locker rooms, locker areas, bus loading/unloading zones, and parking lots. Monitors also patrol the school grounds and parking lots for security purposes, for compliance with school rules, and in order to enforce parking restrictions against students and adults. Monitors escort students between the office and other locations, help with attendance and tardiness, occasionally assist administrators with locker inspections, and perform other incidental duties. Among the 25 “examples of responsibilities” set forth on the Monitors’ job description are “Intercept unauthorized personnel on school property” and “Assist with building security.”

7. The District has adopted a written “Behavior Code” that applies to all staff, which was revised most recently in August 1996. The Code states in part as follows:

KDAB-R Use of Physical Force or Restraint

Employees may use reasonable physical force or restraint in dealing with a student when it is essential for self defense, the preservation of order, or for the protection of other person or school district property.

Physical restraint should be used to prevent a student from injuring himself/herself, other persons, school district property or property of others. Physical force may be used to remove a student from a situation when it is necessary to maintain order within a school or at a school event.

A written report shall be submitted to the principal prior to the conclusion of the school day whenever physical restraint or force is used in relationship to any student. The report shall detail the circumstances of the incident and justification for using physical force including the name of the persons involved, witnesses, date, time and place. Each building principal will maintain on file a record of each incident of the use of physical force and provide a copy to the Superintendent’s designee within three (3) days of the incident.

Parents of students directly involved in the incident will be notified by phone as soon as possible after such an incident occurs. A copy of the written report will be provided to the student’s parent or guardian upon request.

8. Monitors are expected to observe and report any unusual or problematic activity in their areas of assignment, including that by adults, and many Monitors are equipped with two-way radios, by which they (and all administrators and other staff with such radios) are alerted to altercations or other security problems in the school building or on the school grounds. Monitors are expected to try to control physical altercations between students through verbal rather than physical intervention. Verbal intervention by Monitors is often successful, owing in part to the fact that the Monitors and the students are familiar with each

other. Monitors report rules violations to administrators and do not themselves mete out consequences to students.

9. Prior to each school year, District administrators at the secondary schools and at the central office collaborate to assess Monitor needs at each school and to determine the number of positions that are needed and can be funded for each building. The District aggregates various subsets of Monitor duties into discrete, numbered positions and offers those positions to Monitors District-wide for bidding on the basis of seniority. For the 2007-08 school year, there were 83 Monitor positions (57.14 full time equivalents).

10. Some random, illustrative examples of Monitor positions are set forth here:

Position No.	Location	Hours	Duties
25	Lombardi Middle	10:15 – 12:45 (2.5 hrs)	Cafeteria supervision and assistance
31	Washington Middle	9:20 – 12:40 (3.33 hrs)	Cafeteria/Attendance
18	Lombardi Middle	7:15 – 3:15 (7.5 hrs)	Study Hall/Girls Locker Room
35	Red Smith School	7:15 – 12:57 (5.7 hrs)	Computer Lab/Cafeteria/Locker Room/Other Duties as Assigned
44	East High	7:00 – 1:10 (6.17 hrs)	Am AND Lunch Period Detentions, Study Hall, Assist in Attendance Office
55	Preble High	7:00 – 1:15 (6.25 hrs)	7-7:25 – Cafeteria Food Line 1 st hour- ISS Supervision 2 nd hour- ISS Supervision 3 rd hour- ISS Supervision 4 th hour- Commons Supervision 5 th hour- Commons Supervision 6 th hour- Commons Supervision Until 1:15
68	Southwest High	7:15 – 3:15 (7.5 hrs)	Parking Lot/Grounds

11. Prior to the 2007-08 school year, Monitors had handled the greeter/doorkeeper posts at the secondary schools. This function required Monitors to ensure orderly student entry, assist in recording attendance and tardiness, regulate access of visitors to the premises by judging whether to allow visitors to enter and then unlocking the door to allow entry, inquiring as to a visitor's business, ensuring that visitors signed in with name, time, and vehicle description, and directing visitors to locations within the building. If, in the Monitor's judgment, an individual should not be permitted access to the building and/or should be required to leave, the Monitor would so instruct said individual and also would alert administrators to the situation. If a monitor observed that a student was carrying a knife or other weapon, the Monitor would ask the student to surrender the weapon and would then alert administrators who would call the police. On occasion, Monitors at the doors encountered what they felt were threatening situations.

12. Monitors are supervised and directed by administrators at the respective buildings. Monitors' hourly rate of pay is \$13.44 (\$14.50 for Bilingual Monitors), and, pursuant to their collective bargaining agreement, Monitors are provided medical, dental, life insurance, income protection plan, sick leave, and pension benefits. Their work year is one day longer than the student school year.

13. In fall 2006, the District was shaken profoundly by the discovery that two students at Green Bay East High School had been amassing an arsenal of weapons at the home of one of those students and were making plans to carry out a "Columbine-style" massacre at East High. The plan came to light because another student, to whom the plans had been confided, reported the information to administrators.

14. After the near-Columbine incident in fall 2006, the District devoted considerable effort to enhancing security in school buildings, ultimately adopting a set of Security Recommendations to the Board of Education at its January 15, 2007 meeting. Among the recommendations the District adopted was requiring students and faculty to display a photo ID on their persons at all times, particularly in order to gain access to school buildings. The District became more stringent about keeping all doors locked and about controlling entrance and egress through designated entryways at each building. The District also installed software programs at front desk computers that included student photos, identification numbers, and schedules. This software is the District's main attendance keeping mechanism; staff take attendance by entering the appropriate data into the software program so that every student's appropriate location at a given time of day, as well as his/her presence or absence, is immediately accessible along with his/her photograph. While, prior to January 2006, the District had installed security cameras at various locations in school buildings, the District took steps to make camera-generated images available at the front desk computers, a process that had not yet been completed in all buildings at the time of the hearing in this matter.

15. Another major step the District took to enhance security as a result of the fall 2006 incident was to create the position of District Security Staff, primarily to provide security and perform attendance-related duties at the main entrance to each of the ten secondary

schools. Taking guidance from a program in the Green Bay Police Department, the District partnered with Northeast Wisconsin Technical College (NWTC) to fill the Security Staff positions with second-year students and/or graduates of NWTC's two-year Criminal Justice-Law Enforcement degree program.

16. In a memorandum accompanying the January 2007 Security Recommendations, administrators estimated that the cost of the new Security Staff would be approximately \$201,600 and indicated that this funding would be generated largely by eliminating existing door Monitor positions through attrition.

17. At the outset of the 2007-08 school year, the District assigned one of the new Security Staff to each of two shifts at each of the ten secondary schools, for a total of 20 shifts and 18 positions. At the middle schools, coverage begins at 7 a.m. and ends at 5 p.m., except at Red Smith School, where coverage ends at 4 p.m. At the high schools, coverage is from 6:30 a.m. to 6:30 p.m. Most shifts are four to six hours in length. At the time of the hearing in this case, the District employed 23 individual Security Staff employees. All 23 were second year students in the NWTC Criminal Justice-Law Enforcement program. They do not receive course credit from NWTC for their work for the District.

18. Security Staff are hired, assigned to schools, and supervised by Allen Behnke, the District's Director of Safety, Security and Telecommunications. Behnke provides newly-hired Security Staff approximately two hours of general orientation to District protocols and job expectations. Building administrators provide additional instruction regarding each school's layout, rules, attendance and security camera software, and other responsibilities specific to that building. Administrators at the respective secondary schools are responsible for specific direction and assignment of the Security Staff at their schools. The District sometimes adjusts hours for Security Staff in order to accommodate their class schedules at NWTC.

19. The Position Description for Security Staff states, in part, as follows:

The function of District Security Staff is to provide a safe and secure place for education. This function requires the performance of quasi law enforcement obligations and duties, with respect to visitors, intruders, employees and students, to assure safe and secure relationships between and within those groups. This function requires School District Staff also to exercise such law enforcement police obligations and functions with respect to other employees of the District who themselves play a role in monitoring pupils, such as Teachers, Paraprofessionals in Education, Noon Hour Supervisors, Monitors, and others.

20. Each building administration deploys the Security Staff according to the needs of that particular school. In general, Security Staff, prior to the arrival of students each day, check the security of doors, windows, restrooms, closets, and empty lockers, and/or patrol hallways and other common areas for signs of problems. Shortly before student arrival time,

the Security Staff employee on that shift is stationed at the main entrance to his/her assigned building, where he or she ensures that students and adults who enter have a valid photo ID, or, if not, are recorded in the appropriate logging system and provided a temporary pass. The Security Staff, in coordination with the school attendance office, records student tardiness. For the remainder and majority of the shift, Security Staff are stationed at the respective main entrances, where they utilize the District's computerized attendance program as appropriate to record student comings and goings, ensure that visitors are properly logged in and directed, and observe and report any unusual or suspicious activity at the entrances. Security Staff are provided two-way radios and may respond to radio alerts if not otherwise occupied. In buildings so equipped, Security Staff regularly review the images conveyed to front desk computers by security cameras located in various parts of the school buildings. If Security Staff are on duty at times when no administrators are in the building, Security Staff may take reports about misconduct in the building and are expected to respond as appropriate. On one occasion, after building administrators had left for the day, the on-duty Security Staff received a report from a student that her backpack had been stolen; the Security Staff promptly reported the incident and also reviewed videotapes from the security cameras for information about the whereabouts of the missing back pack. Security Staff also perform duties incidental to monitoring the main entrance, such as receiving and recording package deliveries, directing visitors around the building, and performing occasional errands for administrators.

21. Security Staff wear a District-provided tangerine-hued polo shirt with the District logo and the words "District Security Staff." They do not carry weapons, are not sworn law enforcement officers, and generally have not had any coursework or training in arresting or subduing individuals. Security Staff do not have the power of arrest. Their responsibility, if they observe unlawful, inappropriate, or suspicious conduct, is to report the information to school administrators.

22. If Security Staff observe a physical altercation, the District expects them to attempt non-physical methods of defusing the hostilities. Security Staff (with the exception of a pregnant individual at Preble High School) have been directed to intervene physically if necessary.

23. The District does not expect Security Staff to leave their door posts in order to respond to radio reports of incidents elsewhere in the buildings. Two situations in which Security Staff responded to radio alerts both involved student fights, one that occurred in or near the school gymnasium and the other just outside the school grounds. In neither situation was it necessary or requested that the Security Staff provide any assistance in resolving the situation.

24. The District's concerns regarding order and security center primarily upon the behavior of students and visitors rather than staff. Teachers and other school staff have keys and/or digital access to several doors in school buildings, including the secondary schools, that are not monitored by Security Staff. A Security Staff employee at Preble High School

sometimes asks individuals, including Preble employees, entering the building to remove their hands from their pockets as he views such to be suspicious behavior.

25. Security Staff are usually relieved for breaks and lunch periods by Monitors, but sometimes by other school staff.

26. Security Staff are paid \$10 per hour, with no insurance, pension, income protection plan, or sick leave benefits. Their work year is the same as that of Monitors.

27. Ten sworn employees of the Green Bay Police Department work as School Resource Officers (SROs) at the secondary schools and the District reimburses the City for the costs of their salaries and benefits. There are not enough SROs to provide a full time police presence at each of the secondary schools; however, there is an SRO on duty at the high schools a substantial portion of the school day. One of the Security Recommendations presented to the District's Board in January 2007, following the fall 2006 incident, was to increase the number of SROs to 14, in order to provide a full time presence at each of the four high schools. This recommendation, which carried a price tag of approximately \$389,080, was specifically contingent upon the availability of future funding and was not adopted by the Board at the January 2007 meeting.

28. At the elementary schools, the District continues to use paraprofessionals, Noon Hour Supervisors, and various other staff members, but not Security Staff, to handle entrance security.

29. On June 5, 2007, the Union filed a grievance claiming that the District violated Article XXXI of the collective bargaining agreement by hiring "Criminal Justice students from NWTC to do door security at Franklin, Edison and Lombardi Middle Schools," which "has the effect of displacing bargaining unit members." The grievance sought as a remedy for the District to "cease and desist hiring non-union people to do Union jobs." By letter dated September 18, 2007, the Union withdrew the June 5 grievance. On that same date, the Union filed a "class action grievance" alleging that "the Criminal Justice Students are employed as Monitors and the collective bargaining agreement should in all respect be applied to them." For a remedy, the September 18 grievance seeks make-whole relief for fair share fees, for Security Staff to have all wages and benefits pursuant to the Union's Monitors agreement, and that "All such jobs should be posted." The September 18 grievance was pending at the time of the hearing in the instant case.

30. The District has employed Student Support Assistants (Support Assistants) for approximately four years, but they have not been included in any bargaining unit. There are presently four employees in this job title. They are supervised and directed by administrators at the buildings to which they are assigned. Their work year is the same as that of the Monitors. One Support Assistant works full time on a 7:15 a.m. to 3:15 p.m. schedule; the other three Support Assistants work a regular full time or regular part time schedule. They are

paid \$14.42 per hour and are provided with medical, dental, and life insurance, income protection plan, pension benefits, and sick leave.

31. The job description for the Support Assistants describes the goals of the position, in part, as follows:

. . .

The goals of this position are to increase the safety and security of students and staff primarily through presence and developing positive relationships.

- Identify students who exhibit undesirable behaviors and apply appropriate interventions to help the students meet the behavior expectations for the school.
- Work cooperatively with school staff members to apply appropriate interventions for students who are not meeting the school behavior expectations.

. . .

32. Support Assistants are required to have an Associate degree or equivalent education and experience in law enforcement, social work, education, human growth and development, psychology, or other related field. Support Assistant Costa attended college, took some social work courses, but does not have a degree. His most recent prior full time job was as a Youth Worker for a family services agency, where he still works on an on-call basis.

33. Support Assistants work directly with students who have been identified as in need of special attention, usually for behavioral issues such as tardiness, absenteeism, “acting out” with other students or staff, or recurring violations of school rules. Support Assistants spend most of their time tracking down their assigned students in study halls or cafeteria so they can implement the appropriate interventions. Support Assistants also confer with administrators, staff, and parents regarding their assigned students and work cooperatively with teachers and other instructional staff. Support Assistants rarely work with students in the classroom or on instructional tasks.

34. Among the “required qualifications” set forth on the Support Assistant job description are “Ability to intervene in physical altercations using the minimum force necessary,” “Ability to assist principals with investigations,” “Ability to control the behavior of individuals and groups,” and “Ability to respond appropriately in highly charged emotional confrontations.”

35. Among the enumerated “Duties and Responsibilities” on the Support Assistant job description are “Student supervision, primarily in the cafeteria and main hallway,”

“Prevent conflicts,” “Control student behavior, intervene as appropriate,” “Perform security checks hourly in bathrooms,” and “Discourage confrontations and intervene as appropriate.”

36. The District provides professional development jointly to Monitors and Support Assistants. During the spring and fall of 2007, the District scheduled a menu of eight in-service or training workshops all specifically directed at a group identified as “Secondary Monitors and Student Support Specialist.” The workshops were entitled, “Monitors and Students S. Spec. on the Front Line,” “Kids in Crisis Situations,” “High School: Systematic Supervision,” “Middle School: Systematic Supervision,” “Monitors and Support Specialists: A Framework for Understanding Poverty,” “Monitors and Support Specialists: Kids in Crisis Situations, Part 2,” and “Monitors and Student Support Specialists: Technology Updates.”

37. Members of the Paraprofessionals bargaining unit assist classroom teachers by working directly with students on academic tasks, primarily in the classroom. Paraprofessionals also assist teachers with clerical work, equipment needs, and other tasks in aid of the learning program. Paraprofessionals earn \$15.20 per hour and, pursuant to their collective bargaining agreement, have health, dental, and life insurance benefits, income protection plan, and pension benefits. Their work year is the same as that of the Monitors. Paraprofessionals are supervised by building administrators. Their work day is 7.5 hour per day on a schedule that coincides with the work day of the teachers in the school to which the paraprofessional is assigned.

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

CONCLUSIONS OF LAW

1. There is no agreement between the parties that precludes inclusion of the District Security Staff or Student Support Assistants in the Monitors’ bargaining unit described in Finding of Fact 2.

2. The Municipal Employment Relations Act does not prohibit inclusion of the District Security Staff in the Monitors’ bargaining unit described in Finding of Fact 2.

3. A community of interest exists between Monitors and District Security Staff which, in combination with the anti-fragmentation directive in Sec. 111.70 (4)(d) 2.a., Stats., makes inclusion of the District Security Staff in the bargaining unit described in Finding of Fact 2 appropriate within the meaning of Sec. 111.70(4)(d) 2.a., Stats.

4. A community of interest exists between the Student Support Assistants and District Security Staff which makes inclusion of the Student Support Assistants in the bargaining unit described in Finding of Fact 2 appropriate within the meaning of Sec. 111.70(4)(d) 2.a., 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

The District Security Staff and the Student Support Specialists are hereby included in the bargaining unit described in Finding of Fact 2.

Given under our hands and seal at the City of Madison, Wisconsin, this 19th day of May, 2008.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

Judith Neumann /s/

Judith Neumann, Chair

Paul Gordon /s/

Paul Gordon, Commissioner

Susan J. M. Bauman /s/

Susan J. M. Bauman, Commissioner

GREEN BAY AREA PUBLIC SCHOOL DISTRICT

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

I. SECURITY STAFF

The District advances the following grounds for opposing the Union's petition, each of which is addressed in turn in the discussion that follows:

- A. A unit clarification petition is not appropriate because the unit description is already clear: it includes only "Monitors" and excludes "all other employees." Since neither the Security Staff nor the Support Assistants are "Monitors," the unit description already clearly excludes them.
- B. The Security Staff are quasi-law enforcement employees, akin to guards and sworn law enforcement personnel, and therefore cannot appropriately be included in a bargaining unit with other employees as a matter of law.
- C. As to community of interest, the District argues:
 - 1. The Monitors' unit has already evinced antagonism to the Security Staff and a willingness to undermine their security, thus demonstrating a conflict of interest between Monitors and Security Staff.
 - 2. Even aside from that conflict, applying the seven community of interest factors does not support a conclusion that Monitors share a community of interest with either the Security Staff or the Support Assistants.
 - 3. The anti-fragmentation policy bears little weight in this case, because the District already has a proliferation of bargaining units, including a unit of Noon Supervisors, who are essentially monitors for the elementary schools.
 - 4. If the Support Assistants have a community of interest with any other bargaining unit, it would be that of the Paraprofessionals.

A. The Stipulated Unit Description/Contractual Recognition Clause

Turning to the first argument, the District is correct that the Commission generally begins its inquiry in unit clarification cases by examining the bargaining unit description that the parties agreed to before the Commission conducted the election and/or the contractual recognition clause to see whether the parties themselves have reached agreement on the unit status of the positions in dispute. However, it is well-settled that the language of the bargaining unit description/recognition clause does not resolve the unit status of positions which did not exist or were not in the parties' contemplation at the time the parties agreed on a unit description. See generally, NO. OZAUKEE SCHOOL DISTRICT, DEC. NO. 14211-C (WERC, 9/05) and cases cited therein. It is also well-settled that general language excluding "all other employees" will not be interpreted as an agreement to exclude specific positions created afterwards. See, e.g., PHILLIPS SCHOOL DISTRICT, DEC. NO. 22905 (WERC, 9/85), at 8, and cases cited therein.

As neither the Security Staff nor the Support Assistant positions existed or were contemplated in 1981 when the parties agreed to the bargaining unit description for the Monitors' unit, (which description has simply been carried forward in all pertinent respects in the recognition clause in subsequent collective bargaining agreements), there is no agreement in place between the parties that excludes these positions/employees from the Monitors' unit.

B. Per Se Separate Unit

The District next argues that the Security Staff are quasi-law enforcement officers who cannot be included in a unit with other employees as a matter of law. According to the District, the Security Staff guard the District's premises from all threats, including those that could be posed by other staff, making it inherently inappropriate to include them in the same unit with such other employees. The District analogizes the Security Staff to plant guards or sworn police officers, who traditionally are not mixed with other employees as a matter of law.

As the Union points out, the Commission on two previous occasions has accreted school district security personnel into a bargaining unit with other non-professional school district employees. KENOSHA EDUCATION ASSOCIATION, DEC. NO. 11293-D (WERC, 8/95); MADISON METROPOLITAN SCHOOL DISTRICT, DEC. NO. 12654-E (WERC, 1/02). In KENOSHA, the Commission accreted a position entitled "Part Time Police Services" into a bargaining unit that included both educational and "security" aides. The Commission did so despite the fact that the person holding the Police Services job was a sworn city police officer, noting that his role in the school, unlike his role with the city police department, did not require a uniform or a service revolver. In the MADISON case, the Commission granted a unit clarification petition seeking to add a newly created position entitled "School Security Assistant" to a bargaining unit of educational assistants. The school district in that case did not employ "monitors," as such. The School Security Assistants in MADISON were expected to "respond to unruly behavior of any student *or person* in areas monitored by a Security Assistant." *Id.* at 18 (emphasis added). The MADISON Security Assistants, like the Security Staff at issue here, were provided shirts identifying them as security personnel, but were not issued service weapons.

The District distinguishes both KENOSHA and MADISON on the ground that the employers in those cases did not argue, nor did the Commission expressly consider, the District's primary argument here, i.e., that it is inherently inappropriate to include security personnel in the same unit with other employees. We agree that the Commission has not addressed that argument in previous cases and accordingly we will address it here.

We are not persuaded that the Legislature intended security staff to constitute a separate bargaining unit as a matter of law. Contrary to the District, we find it meaningful that the Municipal Employment Relations Act (MERA), unlike the National Labor Relations Act (NLRA), does not explicitly segregate guards from other employees for purposes of collective bargaining. The NLRA did not originally contain specific language regarding guards. As part of the 1948 TAFT-HARTLEY amendments, a statutory prohibition was added to the NLRA against certifying mixed units of guards and non-guards. See Section 9(b) of the National Labor Relations Act (NLRA), 29 U.S.C. § 150(b). The District discounts the significance of the change in language, arguing that, even beforehand, the National Labor Relations Board generally did not mix guards with non-guards in bargaining units. That may be so, although such mixed units have always lawfully existed (through voluntary recognition) and give rise to an enforceable duty to bargain. See *GENERAL SERVICE EMPLOYEES UNION V. NLRB*, 230 F.3d 909 (7TH CIR. 2000).

In any event, an analysis of MERA indicates that the omission in that statute of language requiring that guards be separate from non-guards was not inadvertent but intentional. In the NLRA, the language separating guards forms a textual trilogy with two other mixed unit restrictions, one pertaining to craft employees and the other pertaining to professional employees. When MERA was enacted some 23 years later, the Legislature imported into MERA the NLRA's other two mixed-unit restrictions (i.e., those relating to craft and professional employees), but not the restriction regarding guards. See Sec. 111.70(4)(d)2.a., Stats. Nor did the Legislature simply mirror Wisconsin's preexisting private sector statute in this respect. The Wisconsin Employment Peace Act (WEPA), which substantially pre-dated MERA, contains a craft/non-craft bargaining unit restriction similar to that in the NLRA and in MERA, but does not have a professional employee restriction, as MERA does, nor a guard restriction. See Sec. 111.02(3), Stats.

Thus, the Legislature did not reflexively follow either its own pre-existing private sector statutory model or the NLRA when crafting MERA's unit determination provisions, but selectively accepted and rejected various concepts. We therefore conclude that the Legislature intentionally refrained from mandating a separation of security personnel from other employees and intentionally left the Commission to determine their appropriate unit placement by applying the case-by-case community of interest and anti-fragmentation criteria.¹

¹ Other states, such as Pennsylvania, chose differently. Pennsylvania followed the NLRA model by including a professional/non-professional restriction and a guard restriction, but not the craft employee restriction. See 43 P.S. §1101.604 (2) and (3). We also note that it was the role that plant guards would have to play during periods of strikes that primarily led the Board and the courts to conclude they should have both a separate unit and a separate union. See *MCDONNELL AIRCRAFT CORP.*, 109 NLRB 967, 969 (1954). As discussed below, given the

The analogy to law enforcement bargaining units is also unpersuasive. The District argues that the Commission's longstanding case law separating sworn law enforcement employees from non-sworn employees applies by analogy to the Security Staff who, according to the District, have a "law enforcement" role vis-à-vis the Monitors and other staff. However, the primary impetus behind the Commission's categorical rule separating sworn law enforcement personnel does not rest upon their ostensible authority over fellow civilian employees, but rather upon the fact that sworn law enforcement bargaining units are governed by significantly different dispute resolution mechanisms, including different interest arbitration procedures, than are other employees. See CITY OF MENASHA, DEC. NO. 24446 (WERC, 4/87). As the Commission noted in MENASHA, combined bargaining units "would create an untenable situation when implementing the interest arbitration and limited right to strike provisions of Secs. 111.77 and 111.70(4)(cm), Stats." ID. at 9.

For these reasons, we reject the District's argument that, as "guards," Security Staff must be accorded a separate bargaining unit unto themselves as a matter of law. We will proceed to apply the traditional case-by-case community of interest and anti-fragmentation analysis to determine whether Security Staff should be accreted to the Monitors' unit.

C. Is Inclusion of Security Staff in the Monitors' unit Appropriate?

1. Alleged Conflict between Monitors and Security Staff

The District contends that the Union and its members have already displayed such animosity towards Security Staff as to belie any true community of interest. The District perceives an irreconcilable conflict in the fact that the Union, as an alternative to the instant unit clarification petition, has filed a grievance claiming that Security Staff are actually Monitors and therefore that the existing Monitors' contract should have been applied to Security Staff. The District points out that the Union seeks as a grievance remedy for the District to allow Monitors to bid upon Security Staff positions by seniority, which could oust current Security Staff from their specific jobs. The District also notes that at least one individual Monitor complained to a building administrator about misconduct by one of the Security Staff, who ultimately lost his job.

The District's concerns are misplaced. The Union's grievance is a standard institutional effort to protect its bargaining unit work. Under the facts of this case, where Security Staff are performing duties markedly similar to what previously had been Monitor bargaining unit work, it is not invidious for the Union to approach the problem both as a work preservation grievance and a unit clarification. While individual Security Staff employees conceivably could be affected negatively by a successful grievance (by losing the door assignment to a more senior Monitor) that would not necessarily cost Security Staff their jobs,

extreme rarity of public employee strikes in Wisconsin since MERA was amended over 20 years ago to provide interest arbitration as a means of resolving contract disputes, such a concern would be exceedingly attenuated as it pertains to municipal sector guards.

as presumably they would receive whatever assignment is left at the end of the seniority bidding. More importantly, this possibility does not reflect an objective or inherent conflict between Monitors and Security Staff. If Security Staff are accreted to the unit, or if the work is deemed bargaining unit work, the law will impose a duty upon the Union to fairly represent the individuals doing that work. We have no reason to assume that the Union will disregard that lawful duty just because it has attempted through legitimate means to protect its bargaining unit work. In addition, if the Security Staff are added to the Monitor unit, the parties will need to bargain their wages, hours and conditions of employment. How that bargain will resolve job assignment issues is unknown.

Similarly, the fact that a Monitor complained about the behavior of a newly-hired Security Staff employee is not evidence of an inherent conflict between Monitors and Security Staff, especially since the complaint itself was apparently legitimate. Such an incidental action on the part of an individual bargaining unit member toward an individual Security employee does not support a conclusion that the Union cannot fairly represent Security Staff who are accreted to the bargaining unit.

2. Application of the “Seven Factors”

As both parties recognize, the Commission has long applied the following factors in determining whether a position is appropriately included in a particular bargaining unit:

1. Whether the employees in the unit sought share a “community of interest” distinct from that of other employees.
2. The duties and skills of employees in the unit sought as compared with the duties and skills of other employees.
3. The similarity of wages, hours and working conditions of employees in the unit sought as compared to wages, hours and working conditions of other employees.
4. Whether the employees in the unit sought share separate or common supervision with all other employees.
5. Whether the employees in the unit sought have a common workplace with the employees in said desired unit or whether they share a workplace with other employees.
6. Whether the unit sought will result in undue fragmentation of bargaining units.
7. Bargaining history.

We have used the phrase “community of interest”, as it appears in Factor 1, as a means of assessing whether the employees at issue participate in a shared purpose, through their employment. We also have used the phrase “community of interest” as a means of determining whether employees share similar interests, usually – though not necessarily – limited to those interests reflected in Factors 2-5. This definitional duality is long standing and has received the approval of the Wisconsin Supreme Court. *ARROWHEAD UNITED TEACHERS V. WERC*, supra.

Factor 6 reflects our statutory obligation, under Sec. 111.70(4)(d)2.a., Stats., to “avoid fragmentation by maintaining as few collective bargaining units as practicable in keeping with the size of the total municipal work force”.

Factor 7, pertaining to bargaining history, involves an analysis of the way in which the workforce has bargained with the employer or, if the employees have been unrepresented in the past, an analysis of the development and operation of the employee/employer relationship. *MARINETTE SCHOOL DISTRICT*, DEC. NO. 27000 (WERC, 9/91).

It is well-established that, within the factual context of each case, not all criteria deserve the same weight and a single criterion or a combination of criteria listed above may be determinative. *See, e.g.*, *LODI JOINT SCHOOL DISTRICT*, DEC. NO. 16667 (WERC, 11/78) (bargaining history); *COLUMBUS SCHOOL DISTRICT*, DEC. NO. 17259 (WERC, 9/79) (fragmentation); *MADISON METROPOLITAN SCHOOL DISTRICT*, DEC. NOS. 20836-A and 21200 (WERC, 11/83) (common purpose); *MARINETTE SCHOOL DISTRICT*, supra (similar interests).

Factor 1

As to shared purpose, the District justifiably emphasizes the significance of the “wake up call” the District received as a result of the narrowly averted Columbine-type incident in the fall of 2006. The District views the mission of Security Staff as qualitatively different from that of Monitors, given the heightened importance of protecting the schools from such potentially lethal attacks. Even acknowledging the validity of the District’s frame of reference, however, Monitors and Security Staff share the same primary purpose: ensuring a safe and orderly school environment. By utilizing semi-uniformed staff for entrance security, and concentrating that function in a single position filled by employees with an interest and some training in law enforcement, the District has signaled the relatively increased importance of that function in the overall mission of keeping the schools safe, but that does not change the fundamental nature of the mission itself, i.e., safety. Similarly, while Monitors perform a greater variety of duties than do Security Staff, and while some Monitor duties (e.g., patrolling the parking lots and grounds) are more directly related to building security than others (e.g., controlling student conduct in study halls, suspension halls, bathrooms, and locker rooms), their ultimate mission is also safety and order. *See also MADISON, SUPRA; KENOSHA, SUPRA.*

Also as to Factor 1, the District argues that Security Staff, unlike Monitors, enforce security against their fellow employees as well as students. Although the Security Staff job description places some emphasis on this, we think the District substantially overstates the

importance of this element. In fact, as one would expect in a school setting, building administrators retain all real authority to enforce and maintain order. Non-administrators, including Security Staff, lack authority to arrest or detain any student or adult. While both Monitors and Security Staff (and other staff) are expected to report any observed student or adult misconduct to administrators, only administrators mete out “consequences.” The record shows that Security Staff’s responsibility to report suspicious or unlawful behavior by other *staff* is largely theoretical. The record does not remotely suggest that the District created Security Staff to address a threat posed by other staff members, but rather to respond to potential threats posed by students themselves or by outsiders. Indeed, the staff continues to have access routinely to numerous locked entrances that are not manned by Security Staff.

Nor, unlike the situation involving a plant guard in the private sector, is there any real likelihood of the kind of labor unrest that might require Security Staff to protect the premises against fellow employees. There is no reason to believe that the Green Bay School District will experience Wisconsin’s first public sector strike in over 20 years. Even if such a serious situation were to occur, it is quite unlikely that the District would rely upon a set of relatively unseasoned Security Staff rather than upon school administrators and/or the police.

In short, we do not doubt that Security Staff (or any other staff member) who encountered a deranged or threatening fellow employee would attempt to prevent him or her from entering the building or otherwise carrying out the threat, but we are not persuaded that the Security Staff’s incidental responsibility vis-à-vis other employees is sufficiently core to their mission as to outweigh the general commonality between their basic purpose and that of the Monitors.²

Last, as to Factor 1, the District calls attention to the fact that the Security Staff are recruited from NWTC’s Criminal Justice/Law Enforcement program and therefore are students with only a temporary interest in working for the District, in contrast with the presumed long-term employment interests of Monitors. According to the District, their temporary and student status undermines their likely interest in, for example, health insurance and retirement benefits, that are of great importance to Monitors as a group. We agree that the Security Staff’s student status may alter their interest in some economic benefits important to Monitors, but we are unwilling to presume that these employees, simply because they are relatively young and are students, lack interest in health insurance, sick leave, a better wage, job security, and other

² The District emphasizes an incident recounted by a Security Staff, who said that he had once asked a staff member (not a Monitor) who was entering the building to remove his hands from his pockets, because, in the view of the Security Staff, the individual seemed suspicious because he was also looking down. This singular incident does not persuade us that observing and controlling other staff members is a core element in the Security Staff’s mission. The incident occurred near the beginning of the school year, when the Security Staff had not yet become acquainted with most other staff members and, as here, did not recognize the individual. We think it likely that, as Security Staff learn to recognize and differentiate staff from other adults and students, it is less likely that they would have an encounter of this nature with other staff members.

benefits that may become available through collective bargaining. See CITY OF BELOIT, DEC. NO. 15112-D (WERC, 11/94), where the Commission added a police Cadet into a bargaining

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unit of various non-sworn employees, despite the city's argument in that case that the Cadet position was filled by high school students as a career path toward law enforcement. Nor, given that Security Staff are hired with no particular limit as to the duration of their employment (nothing in the record indicates that they must or will leave the job even upon graduation from NWTC), do they fit the Commission's traditional notion of "temporary employee." MANITOWOC COUNTY, DEC. NO. 15250-B (WERC, 9/77)

Accordingly, while the employment-related interests of Security Staff may not coincide completely with that of Monitors, the disparity is not so significant as to undermine their shared purpose.

Factor 2: Duties and Skills

Turning to Factor 2, Security Staff have a somewhat narrower and somewhat different set of security-related duties than do Monitors. After a preliminary check of building security (windows, doors, bathrooms) upon their arrival at the buildings, Security Staff remain stationed at the main entrances to their respective school buildings. There they ensure that everyone who enters displays a school-issued photo ID, they provide and record temporary passes to those who lack ID's, they greet visitors, "buzz them in," and record their identifying information and purpose of their visits, and, if the software is available at their work stations, check the information being conveyed by the security cameras throughout the building. They also accept and record package deliveries and shipments. After school hours, until their shifts end at 4 or 5 p.m., depending on the building, Security Staff are available to assist students and other members of the school community who may experience a security issue. For example, the record reflects a situation in which, after administrators had left the building, a student reported to the on-duty Security Staff that her back pack had been stolen. The Security employee obtained the details, reported the incident to administration, and checked the photos from the security cameras for possible information. However, before the District hired Security Staff, Monitors handled all of these functions, with the exception of accessing information from the security cameras or handling after school incidents. Monitors continue to perform these functions during Security Staff breaks. Monitors as well as Security Staff have access to the software program that contains student photos and schedules, in order to ensure that students they encounter belong where they are. Monitors who are assigned to patrol the school parking lots and grounds play a very similar role to that of Security Staff in observing suspicious individuals or activities. Accordingly, the duties of Monitors and Security Staff are sufficiently similar to support a conclusion that they share a community of interest in that regard.

The District also emphasizes the fact that Security Staff, unlike Monitors, are expressly directed to use physical restraint if necessary to obtain control over an individual who may pose a security risk. The record reflects that some Monitors, especially one Hispanic male Monitor at East High and another Monitor while she was assigned to a middle school, have

occasionally intervened physically to break up student fights. The record also includes the official school policy on such intervention, which expressly permits any employee to use

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physical force, when “it is essential for self defense, the preservation of order, or for the protection of other person or school district property.” (See Finding 8, above). Nonetheless, the record is also clear that Monitors are more discouraged from using such force than are Security Staff.³ In the few months that Security Staff had been employed at the time of the hearing in this matter, none as yet had been in a situation that required any serious intervention, either verbal or physical. While Security Staff, like Monitors and administrators, carry two-way radios and thereby are alerted to security situations anywhere in the building or grounds, on the two occasions when Security Staff responded to the scene, their assistance was not required. (In one instance, the incident turned out to be off school grounds and thus outside the purview of any District employee, including the Security Staff). Thus, we believe that incidents requiring Security Staff to use physical intervention will be rare, incidental, and subject to the same standards that apply to any other employee’s use of force, as stated in the District’s staff conduct policies. We conclude, therefore, that this ostensible difference in duties is not as significant as the District has portrayed it and not sufficient to override the otherwise marked similarity in duties to those performed by Monitors in their role of supervising the building and grounds and controlling student behavior.

As to the similar skills and training element in Factor 2, the District emphasizes that the Security Staff are recruited from among the students in the NWTC Criminal Justice/Law Enforcement program and therefore have had some exposure to law enforcement theory and practice, which Monitors do not have. This is unquestionably true. However, we note that Security Staff, as second year students at NWTC, would not have had instruction in arrest, detention, or physical control at the time they are hired. We also note that the District itself provides only a few hours of general training to Security Staff regarding District rules, supplemented by another few hours of instruction by building principals regarding school layout and the use of the District’s student attendance and related software programs. Nonetheless, by selecting Security Staff from a law enforcement study program, the District clearly is seeking individuals whose training and interest is distinct to some degree from that of other employees, including Monitors. This is a real and valid distinction. As the remaining discussion indicates, however, it is not sufficient to overcome the otherwise substantial community of interest between Security Staff and Monitors.

Factor 3: Wages, Hours, and Working Conditions

The record does not indicate what percentage of Monitors work full time as opposed to part time, but, given the hours that apply to many of the 82 Monitor positions, it seems likely that many of them work less than full time. Security Staff also work shifts that are less than full time, most being between four and six hours per day, five days per week. While Monitors generally work during the student day, Security Staff shifts begin about an hour before students

³ We note, however, that the job description of the Student Support Assistant also requires the “Ability to intervene in physical altercations using the minimum force necessary.”

arrive and end two to three hours after the close of the school day. The work year of both Monitors and Security Staff are the same. Monitors' hourly rate of pay is \$13.44 (\$14.50 for

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Bilingual Monitors), and they receive medical, dental, life insurance, income protection plan, sick leave, and pension benefits. Security Staff are paid \$10 per hour and have no benefits. As noted earlier, their working conditions are similar in that many Monitors and all Security Staff are equipped with two-way radios, largely spend their time observing and directing student behavior, and utilize the District's school attendance software to assist in tracking students' whereabouts.

As the Commission traditionally has observed, the discrepancy as to wages and benefits is largely explained by the fact that those have been set unilaterally by the District as to the Security Staff and in such circumstances is not particularly significant in a community of interest analysis. MADISON METROPOLITAN SCHOOL DISTRICT, SUPRA. As to hours, the shifts of individual Monitors and individual Security Staff are somewhat different, in that Security Staff provide greater coverage at the beginning and end of the school day, and thus work during some hours in which few students are present. Nonetheless, the hours for both Monitors and Security Staff are determined primarily by the presence of students, either for instruction or for after-school activity. Many individual Monitors work a similar number of hours per week as individual Security Staff. Given the similarities, we do not see that the difference in shift coverage would lead to a significantly different interest at the bargaining table.

Factors 4 and 5: Supervision and Work Location

As to supervision, Monitors are supervised by building administrators, whereas Security Staff are primarily supervised by a Central Office administrator (the Director of Safety, Security and Telecommunications). On a day to day basis, Security Staff, like the Monitors, are directed by building administrators. Thus, as to this factor, there is a distinction between Security Staff and Monitors that could give rise to some different interests in bargaining.

As to work place, there is no meaningful difference between Monitors and Security Staff. Both work in the same school buildings (secondary schools) and most individuals work in only one building.

Factors 6: Anti-Fragmentation Mandate

In determining appropriate bargaining units, the Commission is directed by statute to "whenever possible, unless otherwise required by this subchapter, avoid fragmentation by maintaining as few collective bargaining units as practicable in keeping with the size of the total municipal work force." Sec. 111.70(4)(d)2.a., Stats. In this case, the District argues that Security Staff should constitute a separate bargaining unit unto themselves, which would establish a tenth bargaining unit of District employees. The District argues that, since nine units already exist, two of which involve employees with very similar duties (the Noon Hour

Supervisors and the Monitors), a tenth unit would not transgress the purposes of the statutory anti-fragmentation provision.

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The District's argument has some appeal, given the existing proliferation of bargaining units in the District and the existence of two units of very similar employees (Monitors and Noon Hour Supervisors). However, we note that both of the latter units were established as a result of stipulation between the parties. The Commission traditionally defers to such voluntarily agreed-upon bargaining units for pragmatic and policy reasons:

[O]n the one hand, the laws the Commission administers are designed to foster voluntary dispute resolution; on the other hand, it is efficient for the Commission as well as the parties to encourage a practical give-and-take over the contours of a bargaining unit, as this historically has permitted elections to occur in perhaps 90% of the cases without the delay and expense that would be occasioned by a preliminary unit determination hearing and decision. While it is ultimately the Commission's duty to foster appropriate units, ..., the pragmatic policies favoring voluntary unit composition are an entrenched, well-established, and time-tested element of the Commission's regulatory procedures, [even if] the Commission may strongly disapprove of the negotiated unit description or the unforeseen results of the agreement. ...

NO. OZAUKEE SCHOOL DIST., DEC. NO. 14211-C (WERC, 9/05), at 8.

Here, the parties themselves have voluntarily chosen a bargaining unit structure that is more fragmented than the Commission would normally approve. By the same token, if the parties were to voluntarily agree to a separate unit of Security Staff, the Commission would be unlikely to object. Such forbearance, however, is not appropriate where the parties have asked the Commission to rule upon the appropriate unit placement of the Security Staff employees. In exercising its statutory authority, the Commission is bound to consider whether a tenth bargaining unit is consistent with the statutory mandate to avoid a proliferation of units. In this situation, particularly where the Security Staff share a relatively strong community of interest with the Monitors, the statutory directive to avoid fragmentation of bargaining units weighs strongly in favor of granting the Union's accretion petition. MADISON METROPOLITAN SCHOOL DISTRICT, SUPRA, at 30-31. ⁴

Factor 7: Bargaining History

Because Security Staff are newly created, bargaining history plays no role in this decision. MADISON, SUPRA.

⁴ The District proffers the Commission's decision in JT. SCHOOL DIST. NO. 8, CITY OF MADISON, DEC. NO. 14814-A (WERC, 12/76), as an example of a case where, despite the statutory anti-fragmentation provision, the Commission severed a group of clerical employees from an existing unit that had combined "blue collar" and "white collar" employees. In doing so, the Commission took care to note that, since the clerical group "number approximately 220, it is clear that they represent a fairly large grouping and that, as a result, the Municipal Employer will not be plagued by undue fragmentation." ID. at 7.

The foregoing factor by factor analysis reflects that the employment-related interests of Security Staff differ in some respects from those of the Monitors, particularly the stronger focus on providing a security “presence,” the marginally greater authorization to use physical intervention, the background and interest in law enforcement stemming from their participation in the NWTC program, and the existence of a Central Office supervisor in addition to the building supervision that they share with Monitors. However, in the overall context, these differences are considerably weaker than the similarities between the two groups in terms of fundamental purpose and mission, duties, hours, and work location, all considered in light of the statutory anti-fragmentation directive.

Accordingly, we conclude that it is appropriate to add the Security Staff to the Monitors’ bargaining unit.

II. STUDENT SUPPORT ASSISTANTS

The Union’s petition to accrete the Student Support Assistants poses a relatively straightforward question. Although the District points to differences between the Support Assistants and the Monitors based upon the community of interest criteria, the District’s primary argument is that the Support Assistants are more appropriately placed in the Paraprofessionals’ unit than the Monitors’ unit.

The latter argument is overcome by one of the Commission’s standard operating principles in unit determination cases: absent a competing petition, the unit that the petitioner seeks need only be an appropriate unit, not the most appropriate unit BEAVER DAM SCHOOL DISTRICT, DEC. NO. 29348 (WERC, 3/98). Accordingly, even if we were persuaded that the Paraprofessionals’ unit were a more appropriate placement (which we need not reach), we would grant the Union’s petition to accrete the Support Assistants to the Monitors’ unit as long as such a placement is also appropriate.

We have little trouble concluding that the Support Assistants share a sufficient community of interest with the Monitors (and the Security Staff) to warrant a combined unit. As is true of the Monitors, the purpose of the Support Assistants is to promote the safety and security of students and staff, primarily by improving student behavior. To this end, they, like Monitors, are required to have skills in controlling student behavior and in implementing positive behavioral interventions. Unlike Monitors, who are assigned to group supervision locations, the Support Assistants foster this common goal by focusing upon individual students whose behavior or attendance has identified them as in need of special attention. Like Monitors, however, and unlike Paraprofessionals, Support Assistants do not perform quasi-instructional duties nor do they work within the classroom setting. Instead, they seek out their “charges” in places where Monitors also work, such as study halls and cafeterias, where the Support Assistants provide individual interventions designed to inspire better connections with school through role modeling, discussions, some family visits, and other interventions. Unlike

Monitors, Support Assistants are required to have either an educational or a work background related to social work or youth activities. But they work virtually the same hours and days as

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Monitors, are grouped with Monitors for purposes of in-service training, are, like Monitors, assigned to specific buildings and supervised by building administrators, have the same benefit package, and, consonant with their somewhat enhanced educational requirements, are paid about \$1.00 more per hour than most Monitors (but \$0.08 less per hour than Bilingual Monitors).

Applying the seven bargaining unit determination criteria to these facts leaves little question that the Support Assistants may appropriately be included with the Monitors. They serve essentially the same overall safety and security mission and they share a strong similarity of wages, hours, working conditions, supervision and work location. For all these reasons, we conclude it is appropriate to add them to the Monitors' unit.

Dated at Madison, Wisconsin, this 19th day of May, 2008.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

Judith Neumann /s/

Judith Neumann, Chair

Paul Gordon /s/

Paul Gordon, Commissioner

Susan J. M. Bauman /s/

Susan J. M. Bauman, Commissioner

