

STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

In the Matter of the Petition of :

WEST CENTRAL EDUCATION :
ASSOCIATION :

Involving Certain Employees of :

BOYCEVILLE COMMUNITY SCHOOL :
DISTRICT :

Case I
No. 30495 ME-2150
Decision No. 20598

Appearances:

Mr. James H. Begalke, Executive Director, 105 21st Street North, Menomonie, Wisconsin, 54751, appearing on behalf of West Central Education Association.

Mr. Bruce A. Barker, Mulcahy and Wherry, S.C., Attorneys at Law, P.O. Box 1030, 21 South Barstow, Eau Claire, Wisconsin 54702-1030, appearing on behalf of the Boyceville Community School District.

FINDINGS OF FACT, CONCLUSION OF LAW
AND ORDER DISMISSING PETITION FOR ELECTION

West Central Education Association having filed a petition for election involving municipal employees on October 12, 1982, requesting the Wisconsin Employment Relations Commission to conduct an election, pursuant to the Municipal Employment Relations Act, among certain employees employed by the Boyceville Community School District to determine whether those employees desire to be represented for the purposes of collective bargaining by the West Central Education Association; and hearing in the matter having been conducted at Boyceville, Wisconsin on December 8, 1982, before Richard B. McLaughlin, an Examiner on the staff of the Wisconsin Employment Relations Commission; and a stenographic transcript having been made of this hearing; and the parties having exchanged post-hearing briefs by February 14, 1983; and the Commission, having reviewed the evidence and the arguments of the parties and being fully advised in the premises, makes and issues the following

FINDINGS OF FACT

1. That the West Central Education Association, hereinafter referred to as the Association, is a labor organization having its offices located at 105 21st Street North, Menomonie, Wisconsin 54751.

2. That the Boyceville Community School District, hereinafter referred to as the District, is a municipal employer which has its offices located at 505 Tiffany Street, Boyceville, Wisconsin 54725; that the District operates a K-12 school system with three geographically separate teaching facilities at Boyceville, Wheeler and Connorsville; and that the Connorsville School is an attendance site for grades five and six, the Wheeler School is an attendance site for grades three and four, and the Boyceville School is an attendance site for all other grade levels.

3. That this proceeding concerns a petition for election involving municipal employees, filed by the Association, seeking an election to determine whether the Chapter One teacher aides employed by the District wish to be represented by the Association for purposes of collective bargaining; that the Association contends such an election should be directed in a bargaining unit described thus: All regular full-time and regular part-time Chapter One teacher aides employed by the Boyceville Community School District, excluding supervisory, managerial, confidential, professional, and all other employees; and that the Association does not wish the Commission to direct an election if the Commission's direction of election would include, as eligible voters, any employees other than the District's Chapter One teacher aides.

4. That the District employs four regular full-time Chapter One teacher aides, hereinafter referred to as Aides; that the District employs no other teacher aides on a full-time or on a part-time basis; that the District employs six regular full-time and regular part-time food service employees, ten regular part-time employees who exclusively drive school bus, six regular full-time and regular part-time clerical personnel, seven regular full-time and regular part-time custodial personnel, two regular full-time bus driver/maintenance employees, and one regular part-time nurse; that, at present, none of these employees are represented for collective bargaining purposes; and that the District employs 48 certified teaching personnel in a voluntarily recognized bargaining unit represented by the Association.

5. That, as of December 8, 1982, the incumbents of the District's four Aide positions were: LaVonne Anderson, Cecilia Brierton, Sharon Boettcher and Mary Gale; that Ms. Anderson was the Aide at the Connorsville School, that Ms. Brierton and Ms. Boettcher are the Aides for the Boyceville School, and Ms. Gale is the Aide for the Wheeler School; that Ms. Gale resigned her Aide position as of December 17, 1982, that her position, as of December 8, 1982, had not been filled, but that the District had taken steps to fill her position; that the Aides perform duties supportive of the District's instructional program; that the Aides work in either small groups or on a one-to-one basis with those children who qualify for the Chapter One program; that at the beginning, and at the end of the school year, the Aides administer the necessary testing of students referred to the Chapter One program; that the Aides perform certain evaluations relevant to determine if an individual student qualifies for Chapter One assistance; that, in conjunction with teachers, the Aides prepare an individual education program for students eligible for the Chapter One program, plan that program on a daily, and on a weekly basis, and, as necessary, observe and document a student's progress within that program; that the Aides keep a daily and a long-term file on a student's progress in a program; that, in conjunction with teachers, the Aides monitor the progress of students in their individual education program to determine if an individual student's behavior within that program dictates a need for changes in that program; that, in conjunction with teachers, the Aides keep parents informed of their child's progress within the Chapter One program by issuing an informational letter to the parents at the beginning of the school year, consulting with the parents during regular parent teacher conferences, and, as necessary, contacting the parents on any problems that may arise during the school year; that the Aides, in conjunction with teachers, have been asked to offer comments on how an individual student in the Chapter One program should be graded; that Aides Brierton and Boettcher supervise students waiting for the bus from 8:00 to 8:30 a.m.; that Aide Boettcher supervises special education students from 3:00 to 3:15 p.m. while they transfer from one bus to another; that Aide Anderson has been left in charge of students in one of the District's schools on various occasions between the close of the school day and the time buses arrive to take the students home; that, since the second semester of the 1981-82 school year, the Aides have been included in in-service training programs offered to Chapter One teachers; that in a typical day, an Aide spends seventy-five percent of her time in activities involving direct student contact, and the balance of her time in activities incident to that student contact; that the Aides perform clerical duties only as an adjunct to the performance of their Chapter One duties, and do not otherwise perform clerical work for teachers; that the District does not require teacher certification as a condition of hire for Aides; that three of the four present Aides have sufficient educational credits to be certified by the Department of Public Instruction; that present and prior Aides have had B.A. or B.S. degrees, but that the District has never formally required such degrees or certification as a condition of hire; and that the District used all four of the present Aides to substitute teach in the 1981-82 school year, but that none of these Aides have been so employed by the District in the 1982-83 school year.

6. That all of the District's support staff are annually issued individual contracts which are terminable by either party on thirty days' written notice; that all of the District's support staff positions, except the exclusively bus driving positions, are covered by a job description; and that all the District's support staff are paid on the same day every two weeks.

7. That the Aides receive \$40.50 per day in salary; that the Aides receive no District contribution for health insurance, or for the Wisconsin State Retirement Fund; that, in their individual contracts, the Aides receive four days of sick leave per year cumulative to ten days, and receive no reimbursement for any accumulated days of sick leave; that although their individual contracts do not provide for paid days for in-service training, or for personal, emergency, or funeral leave, the Aides receive, by the practice of the District Administrator with the knowledge of the Board, paid leave corresponding to that provided to other support staff employees in their individual contracts; that two days of paid personal leave have been thus extended to Aide Anderson by the Administrator, and all the Aides have received pay for attending in-service sessions; that the number of such in-service training sessions is greater for Aides than for other support staff employees; that the Aides receive no pay for any days in which school is not in session; that the Aides work a regular schedule of hours during the school year on Monday through Friday, from 7:50 a.m. to 3:50 p.m. with a one-half hour break for lunch; and that the Aides receive no overtime compensation for any time worked in excess of that schedule.

8. That the District's six food service employees perform those duties necessary to prepare and to distribute meals to the District's three teaching facilities; that four of these employees work at the kitchen at the Boyceville site with one food service employee working at the Wheeler site, and one other food service employee dividing her time between each of the District's three teaching sites; that each of these employees work Monday through Friday during the school year only; that each of these employees work the hours required to complete their job assignments; that the hours actually worked by each employee range from fifteen to forty hours per week depending on the individual job assignment of that employee; that each of these employees receives an annual salary which does not provide for any overtime compensation; that the annual salaries of the food service employees for the 1982-83 school year range from \$2,737 to \$7,442; that none of the food service employees receive any District contribution toward health insurance; that all of the food service employees receive a District contribution for the Wisconsin State Retirement Fund of five percent of the individual employee's gross salary; and that the food service employees receive, in their individual contracts, the following days of paid leave, subject to administrative approval: one day of sick leave for each month worked during the contract year, cumulative to sixty days, with the individual employee receiving \$10 for each day of sick leave accumulated beyond sixty days, and which is unused at the end of the contract year; two personal days; one in-service day; and three emergency days.

9. That the District's ten exclusively bus driving employees typically work Monday through Friday during the school year for those hours, in the morning and in the afternoon, necessary to pick up and to return students to and from school; that these employees, for the 1982-83 school year, receive a base salary of \$3,328 plus a mileage allowance of \$1.65 per month per mile of the daily route driven; that this salary does not include any provision for overtime compensation, but does include additional compensation for extra-curricular activities worked, and an additional mileage allowance for certain specific bus routes; that the District pays an examination fee for the license required of all the exclusively bus driving employees; that these employees receive no District contribution for health insurance contribution, and no District contribution toward the Wisconsin State Retirement Fund; that the bus drivers earn two days of sick leave per year of employment, and receive no compensation for any accumulated days of sick leave; that these employees receive no other form of paid leave as a part of their individual contracts, but may be given such days on approval of the District Administrator; that some of these employees keep the buses they drive at home, while other employees do not, but that all of these bus drivers report at least twice a day to the Boyceville site.

10. That three of the District's six clerical employees are high school/elementary secretaries; that these three employees, for the 1982-83 school year, receive an annual salary which does not contain any provision for overtime compensation, and which ranges from \$7,291 to \$8,613; that these three employees work ten months out of the year on Monday through Friday between the hours of 7:50 a.m. and 4:20 p.m. for a total of hours which ranges from thirty-five to forty hours per week; that the District's bookkeeper receives, for the 1982-83 school year, a salary of \$13,410 which does not contain any provision for overtime, and works twelve months per year, seven hours per day on Monday through Friday, for a total of thirty-five hours per week; that the District's computer

operator receives, for the 1982-83 school year, an annual salary of \$5,148 which does not contain any provision for overtime, and works twelve months per year, five hours per day on Monday through Friday for a total of twenty-five hours per week; that the District Administrator's administrative secretary receives, for the 1982-83 school year, an annual salary of \$16,093, can earn extra compensation for overtime hours worked, and works twelve months per year, typically on Monday through Friday during the hours of the regular school day for forty hours per week; that all six clerical employees receive a District contribution to the Wisconsin State Retirement Fund of five percent of the individual employee's gross salary; that of the six clerical employees, three receive no District contribution toward health insurance, while two elementary secretaries receive a one hundred percent District contribution toward a single premium, and the administrative secretary receives a one hundred percent District contribution toward a family premium; and that, in their individual contracts, all six clerical employees receive those days of paid leave specified in Finding of Fact 8 above.

11. That all of the District's seven custodial personnel, except the head maintenance man, receive an annual salary without provision for overtime compensation; and, except for the Custodian/Housekeeper at Boyceville, work twelve months per year; that the District's night custodian works at the Boyceville site between 9:30 p.m. and 7:00 a.m., for a salary, in the 1982-83 school year, of \$11,440; that the District's swing shift custodian works at the Boyceville site, seven hours per day on Monday through Friday between the hours of 3:00 p.m. and 10:00 p.m., and also works five hours on Saturday morning, for a salary in the 1982-83 school year of \$12,355; that the District's Connorsville custodian receives, for the 1982-83 school year, an annual salary of \$7,554, and works five hours per day before and after the close of the school day, for a total of twenty-five hours per week; that the District's Wheeler custodian receives, for the 1982-83 school year, an annual salary of \$6,653, and works five hours per day for a total of twenty-five hours per week; that the District's head maintenance man works out of the Boyceville site, serves all three of the District's teaching facilities, and receives an annual salary of \$14,254, and can receive compensatory time off for hours worked in excess of forty hours per week; that the District's head maintenance man works an average of forty hours per week, typically working between 7:00 a.m. and 3:00 p.m. on Monday through Friday; that one other of the District's custodians receives an annual salary for the 1982-83 school year of \$13,006, and, due to a health problem, works an irregular schedule of hours per day totalling forty hours per week; that the District's custodian/housekeeper works at the Boyceville site, receives an annual salary for the 1982-83 school year of \$5,643, works slightly more than nine months per year due to her duties incident to the District's track and football programs, and works approximately eight hours per day; that the District contributes five percent of each of these employee's gross salary to the Wisconsin State Retirement Fund; that four of these employees receive a District contribution of one hundred percent of the family health insurance premium; but that three of these employees receive no District contribution for health insurance; that all of these employees receive the days of paid leave specified in Finding of Fact 8 above; and that the individual contract of at least one of these custodial employees provides for two weeks of vacation with one additional vacation day allowed for each year of employment between the fifth and the tenth year of service to the District cumulative to a maximum of three weeks of vacation per year.

12. That one of the District's two bus drivers/maintenance employees is the District's Transportation Director; that the Transportation Director does not drive a regular bus route, works out of the bus garage just north of the Boyceville site, is responsible for the continuing maintenance and repair of District vehicles, and is responsible for obtaining drivers for all trips using those vehicles; that the Transportation Director works twelve months per year, averaging forty hours per week, receives an annual salary of \$17,002, and can receive compensatory time for hours worked in excess of forty hours per week; that the District's other bus driver/maintenance employee drives a regular bus route, performs incidental custodial duties in cleaning the school cafeteria and kitchen, works on the District's summer maintenance crew, works twelve months per year, eight hours per day for forty hours per week, receives a salary, for the 1982-83 school year, of \$13,211, plus certain additional compensation for mileage on his late bus route, and receives no compensation for hours worked in excess of forty hours per week; that both of these employees receive a one hundred percent District contribution toward the cost of a family health insurance premium; that both of these employees receive a District contribution to the Wisconsin State Retirement Fund of five percent of the employee's gross salary; that each of these employees

receives those days of paid leave specified in Finding of Fact 8 above; and that each of these employees, in their individual contracts, receives two weeks of vacation with one additional day allowed for each year of employment between the fifth and tenth year of service to the District, cumulative to a maximum of three weeks of vacation per year.

13. That the District's nurse receives an annual salary of \$9,355 for the 1982-83 school year, which does not include any provision for overtime compensation; that the nurse works during the school year only, on a part-time basis, performing her duties on three days of the school week for a total of twenty hours per week; that the nurse receives, in her individual contract, those days of paid leave specified in Finding of Fact 8 above; that the District pays fifty percent of the cost of a single premium in a group health insurance plan for the nurse; and that the District contributes five percent of the nurse's gross salary to the Wisconsin State Retirement Fund.

14. That, for employment relations purposes, the immediate supervisor for all support staff personnel is the principal of the facility in which the individual employees perform their duties; and that for all support staff personnel, the ultimate decisions regarding hiring and discipline are made by recommendation of the District Administrator to the Board.

15. That the salaries of the support staff for the 1982-83 school year were decided by the Board after consultation with the Board's supportive staff negotiations committee; that this committee met in the summer of 1982, and requested employees composing the support staff to come to a meeting and present their concerns; that this committee set aside three and one-half hours of one evening for this purpose and met the Aides, Bus Drivers, Food Service Personnel, and twelve month employees separately; that after such consultation salary increases were unilaterally set by the Board; that procedures similar to this have been followed by the District for at least the last five years; that individual employees within each of the groups comprising the support staff eventually received a salary increase for the 1982-83 school year ranging from five to ten percent above the previous year's salaries; that all of the Aides received an increase in salary from \$38.50 per day to \$40.50 per day; and that the Board based these increases, in part, on an evaluation of salaries offered comparable employees in comparable school districts.

16. That the employee turnover among Aides is greater than with other support staff employees; that Aides rarely work with the District longer than two years, while none of the present non-Aide support staff have been employed by the District for less than two years; that the District's provision of sick leave and other days of paid leave to the Aides, as well as the District's payment of the Aide's salary on a daily basis, reflects the District's concern with this high turnover rate; that the exclusively bus driving employees receive no District contribution toward the Wisconsin State Retirement Fund because they do not qualify for that program, while the Aides receive no such contribution because at the time the District initially offered such a contribution for support staff employees, the then incumbent Aides indicated they preferred not to have their wages reduced to fund such a benefit; that there has been a minimal amount of interchange between the Aides and other support staff positions, with three District employees moving from Aide positions in which clerical duties predominated into non-Aide clerical positions, and with one other District employee moving from a clerical position into an Aide position in which student contact duties predominated.

17. That the Aides do not share a community of interest so unique as to warrant a separate bargaining unit of Chapter One Aides; and that a bargaining unit composed exclusively of Chapter One Aides would result in undue fragmentation of the District's support staff employees.

Upon the basis of the above and foregoing Findings of Fact, the Commission makes and issues the following

CONCLUSION OF LAW

That a collective bargaining unit comprised solely of Chapter One teacher aides is not an appropriate collective bargaining unit for purposes of collective bargaining within the meaning of Sec. 111.70(1)(e) and 111.70(4)(d)2.a. of the Municipal Employment Relations Act.

Upon the basis of the above and foregoing Findings of Fact and Conclusion of Law, the Commission makes and issues the following


ORDER 1/

That the petition for an election filed by the West Central Education Association be, and the same hereby is, dismissed.

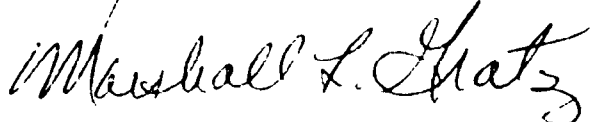
Given under our hands and seal at the City of
Madison, Wisconsin this 28th day of April, 1983.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By


Herman Torosian, Chairman


Gary L. Covelli, Commissioner


Marshall L. Gratz, Commissioner

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- 1/ Pursuant to Sec. 227.11(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. 227.12(1) and that a petition for judicial review naming the Commission as Respondent, may be filed by following the procedures set forth in Sec. 227.16(1)(a), Stats.

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

227.16 Parties and proceedings for review. (1) Except as otherwise specifically provided by law, any person aggrieved by a decision specified in s. 227.15 shall be entitled to judicial review thereof as provided in this chapter.

(a) Proceedings for review shall be instituted by serving a petition therefor 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. 227.12, 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. 227.11. If a rehearing is requested under s. 227.12, 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. 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.

MEMORANDUM ACCOMPANYING FINDINGS OF FACT,
CONCLUSION OF LAW, AND ORDER DISMISSING PETITION

POSITION OF THE PARTIES

The Association offers three major contentions to support its conclusion that a bargaining unit consisting of Chapter One Aides would constitute an appropriate bargaining unit. First, the Association asserts that the Aides' duties and responsibilities create interest and aspirations which form a community of interests totally distinct from other occupational groups within the District's support staff. Second, the Association argues that the relevant bargaining history indicates that the wages, hours and working conditions of Chapter One teacher aides differ significantly from other support staff personnel. Finally, the Association, asserting a lack of direct contact and interchange between Aides and other support staff personnel, posits that the Aides have been treated as a separate group by the District.

The District asserts that a bargaining unit consisting exclusively of Chapter One Aides would violate the statutory proscription against fragmentation of bargaining units, and would not be consistent with the factors historically employed by the Commission to evaluate the appropriateness of petitioned for bargaining units. Specifically, the District denies that the Aides share a community of interest separate and distinct from the other support staff personnel. Whatever discrepancy exists between the benefits afforded the Aides and the other support staff personnel staff is, according to the District, traceable to bargaining history, the need to computerize District records, and the high turnover rate among Aides. In addition, the District notes that Aides and other support staff personnel have common supervision, share common worksites, and share a common bargaining history.

DISCUSSION

In determining the appropriateness of the unit sought by the Association, the Commission's decision is guided by Sec. 111.70(4)(d)2.a. of MERA, which provides:

The Commission shall determine the appropriate unit for the purposes of collective bargaining and shall whenever possible avoid fragmentation by maintaining as few units as practicable in keeping with the size of the total municipal work force. In making such determination, the Commission may decide whether, in a particular case, the employees in the same or several departments, divisions, institutions, crafts, professions or other occupational groupings constitute a unit.

The Commission gives effect to this statutory provision by employing a case by case analysis 2/ "to avoid the creation of more bargaining units than is necessary to properly reflect the employees' community of interest." 3/

The Commission has employed the following factors to guide its analysis of the appropriateness of a petitioned for 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.

2/ See Appleton Area School District, (18203) 11/80.

3/ Area Board of Vocational, Technical and Adult Education District No. 1, (11901) 5/73, at 2.

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 have 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. 4/

Here, it is clear that the Aides perform different duties and possess different skills than the other employees in the District's support staff. However, it is equally clear that a unit of only Chapter One Aides would create a very small unit in a small school district. Thus, it must be determined if the Aides possess interests so unique to overcome "the mandate. . . that this Commission shall whenever possible avoid fragmentation by maintaining as few units as practicable in keeping with the size of the total municipal work force." 5/

The record establishes that Aides, like other support staff employees, except the exclusively bus driving employees, are covered by a job description and receive, like other support staff employees, an individual contract revocable on thirty days written notice from either party. All support staff employees are paid twice a month on the same day, and share the same supervision. A minimal amount of interchange between the support staff and Aides can be noted. In addition, the Aides do not share a common work site, but like the majority of the other support staff personnel perform their duties at one of the District's three teaching facilities.

The record also establishes that wages, hours, and working conditions are somewhat dissimilar between the District's support staff employees. Aides are compensated on a daily, not an annual, basis and do receive, by contract, fewer paid leave and insurance benefits than certain other support staff employees. The insurance benefits are not, however, uniformly offered by the District to other groups of support staff employees, but are granted on a case by case basis. The differences in paid leave are minimized by the District Administrator's practice to offer Aides the same paid leave benefits (with the exception of sick leave) as those specified in the individual contracts of other support staff employees. Finally, while the District's bargaining history does not reveal an arm's length transaction in which the District bargains individually with discrete employee groups, the bargaining procedures employed by the District do indicate the Aides are, to a certain extent, treated as an independent group within the District's support staff.

In assessing this record, it must be noted that the Commission has, in past cases, included teacher aides in overall groups of non-professional employees. 6/ As the Commission noted in a similar context, "somewhat imperfect groupings. . . inevitably result." 7/ In this case, the Association seeks a bargaining unit consisting of four Aides in an overall support staff of thirty-six employees. The present record does not, however, establish that the Aides possess interests so unique to overcome the anti-fragmentation mandate of Section 111.70(4)(d)2.a. of M.E.R.A.

4/ Milwaukee County, (19753-A), 2/83, at 9.

5/ Columbus School District, (17259), 9/79, at 5.

6/ See, for example, School District of Milton, (19039), 1081; School District of Maple, (18469), 2/81; Columbus School District, (17259), 9/79; Wisconsin Heights School District, (17182), 8/78; Sun Prairie Jt. School District No. 2, (14392-A), 11/76.

7/ Village of Pewaukee (Dept. of Public Works), (17771-A), 4/81, at 5.

Since the Association did not wish the Commission to direct an election should a bargaining unit consisting exclusively of Chapter One Aides be found inappropriate, the Commission has ordered the instant petition to be dismissed.

Dated at Madison, Wisconsin this 28th day of April, 1983.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By _____
Herman Torosian, Chairman

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Gary L. Covelli, Commissioner

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Marshall L. Gratz, Commissioner