

STATE OF WISCONSIN
BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

In the Matter of the Petition of
WISCONSIN PROFESSIONAL POLICE
ASSOCIATION/LEER DIVISION
Involving Certain Employees of
CITY OF RHINELANDER

Case 41
No. 37142 ME-2595
Decision No. 24518

Appearances:

Cullen, Weston, Pines & Bach, Attorneys at Law, 20 North Carroll Street, Madison, Wisconsin 53703 by Mr. Steve Dettinger, appearing on behalf of the Wisconsin Professional Police Association/LEER Division.
Mr. Guido Cecchini, Staff Representative, Wisconsin Council 40, AFSCME, AFL-CIO, Box 676, Rhinelander, Wisconsin 54501 appearing on behalf of the Intervener.
Mr. Philip I. Parkinson, City Attorney, City of Rhinelander, P.O. Box 658, Rhinelander, Wisconsin 54501, appearing on behalf of the City of Rhinelander.

FINDINGS OF FACT,
CONCLUSIONS OF LAW AND
DIRECTION OF ELECTION

Wisconsin Professional Police Association/LEER Division, having on June 19, 1986, filed a petition requesting the Wisconsin Employment Relations Commission to conduct an election, pursuant to the provisions of the Municipal Employment Relations Act, among certain employees in the employ of the City of Rhinelander; and a hearing in the matter having been conducted on October 21, 1986, at Rhinelander, Wisconsin, before Examiner Coleen A. Burns; during which Rhinelander City Employees, Local 1226, AFSCME, AFL-CIO was allowed to intervene as the current collective bargaining representative of the employees covered by the petition; and the parties having filed briefs by December 26, 1986; and the Commission having considered the evidence and arguments of the parties and being fully advised in the premises, hereby makes and issues the following

FINDINGS OF FACT

1. That Wisconsin Professional Police Association/LEER Division, hereinafter referred to as Petitioner, is a labor organization with offices at 7 North Pinckney Street, Madison, Wisconsin 53703.

2. That Wisconsin Council 40, AFSCME, AFL-CIO, and its affiliated Rhinelander City Employees, Local 1226, are labor organizations with offices located at P.O. Box 676, Rhinelander, Wisconsin 54501.

3. That the City of Rhinelander, hereinafter City, is a municipal employer with offices at 135 South Stevens Street, Rhinelander, Wisconsin 54501.

4. That on June 19, 1986, the Petitioner filed a petition with the Wisconsin Employment Relations Commission, hereinafter Commission, wherein Petitioner seeks to represent employees of the City in a collective bargaining unit described as support group employees of the City Hall, Memorial Building, and Police Department, including dispatchers and clerical staff; and that hearing on the Petition was held on October 26, 1986 in Rhinelander, Wisconsin.

5. That the approximately 12 employees in the collective bargaining unit being sought by Petitioner are currently represented by Rhinelander City Employees, Local 1226, AFSCME, AFL-CIO (herein Local 1226); and that, at hearing, Wisconsin Council 40, AFSCME, AFL-CIO, hereinafter Intervenor, was permitted to intervene in the instant proceeding on behalf of Local 1226.

6. That in City of Rhinelander, Dec. No. 17847 (WERC, 6/80), the Commission certified the Intervenor as the exclusive bargaining representative of employees in a bargaining unit, hereinafter City Hall unit, consisting of all

regular full-time and regular part-time employees of the City of Rhinelander employed in the City Hall, the Memorial Building and the Police Department, excluding law enforcement officers, employees of the Fire Department, employees in the bargaining unit represented by Local 1226, confidential, supervisory and managerial employees, and elected officials; and that the election leading to the certification was conducted pursuant to a stipulation.

7. That prior to the June 27, 1980 certification, Local 1226 only represented a bargaining unit of Department of Public Works employees, hereinafter DPW unit; that after the certification, Local 1226 represented both the City Hall unit and the DPW unit; that Intervenor, contrary to the City and Petitioner, claims that the DPW and City Hall units have combined to form a single unit; and that the Intervenor contends that such a combined unit is the only appropriate unit.

8. That following the June 27, 1980 certification, the City and Local 1226 negotiated the first City Hall bargaining unit contract, which contract was for the 1981 calendar year; that the 1981 contract contained the following provision:

ARTICLE II - RECOGNITION, REPRESENTATION

Section I. The City recognizes the Union as the exclusive collective bargaining agent in matters of pay, hours of work, and conditions of employment for all regular full-time and regular part-time employees of the City employed in the City Hall, Memorial Building, and the Police Department. Excluded from this bargaining unit are elected officials, confidential, managerial, and supervisory employees, law enforcement officers and non-clerical employees in the following departments: Fire Department, Public Works, Sewer and Water Construction, Water and Waste Treatment Plant, Cemetery and Parks and Recreation.

and that this provision continued in each of the five successor calendar year contracts, i.e., 1982 through 1986.

9. That following the June 27, 1980 certification, the City and Local 1226 negotiated a 1981 contract covering the DPW unit employees; and that, thereafter, Local 1226 and the City negotiated five successor calendar year DPW contracts, i.e., 1982 through 1986, which contained the following provision:

ARTICLE 2 - RECOGNITION

A. The Employer recognizes the Union as the exclusive collective bargaining agent in matters of pay, hours of work and conditions of employment for regular, part-time and seasonal employees, who are Union members and who are employed in the following departments of the City: Public Works, Sewer and Water Construction, Water and Waste Treatment Plant Operators, Cemetery and Parks, excluding department heads, supervisory and confidential clerical personnel.

10. That Local 1226 always develops City Hall unit proposals and DPW unit proposals at the same membership meeting; that the initial proposals presented to the City are always identified as either City Hall unit proposals or DPW unit proposals; that, at times, the City Hall unit and the DPW unit have had proposals which were identical; that not all of the City Hall unit and the DPW unit proposals have been identical; that the City and representatives of Local 1226 have always bargained City Hall unit proposals and DPW unit proposals at the same negotiation sessions; that the negotiations have always resulted in two separate contracts, one for DPW employees and one for City Hall employees; that at one negotiation session the DPW unit agreed to take one cent per hour less so that the City Hall unit would receive a larger settlement; that the Commission has never amended its June 27, 1980 certification; and that in the past the City and Local 1226 have always recognized the City Hall unit to be a unit separate and distinct from the DPW unit.

11. That all of the employees in the DPW unit work in, or out of, the Public Works and Water building or the Waste Water Treatment plant; that, with the

exception of the Dog Pound Operator, employees in the City Hall unit work in, or out of, the City Hall, the Memorial Building, or the Police Department, and that the Dog Pound Operator works in the animal shelter.

12. That the employees in the City Hall unit have the following classification and base wages:

| <u>CLASSIFICATION</u> | <u>RATE</u> |
|---------------------------------|------------------|
| Custodian-City Hall | \$5.19/hour |
| Custodian-Memorial Building | \$1,395.88/month |
| Water Billing Clerk | \$1,300.00/month |
| Water & Wastewater Secretary | \$1,137.50/month |
| Inspection Department Secretary | \$1,137.50/month |
| Secretarial Police-Clerk | \$1,163.50/month |
| Meter Maid | \$ 973.38/month |
| Civilian Police Radio Operator | \$1,029.60/month |
| Meter Maintenance Man | \$6.84/hour |
| Dog Pound Operator | \$5.33/hour |
| City Hall Secretary | \$1,155.38/month |

and that the parties have stipulated that the classification titles accurately reflect the duties of the positions.

13. That the employees in the DPW unit have the following classifications and base wages:

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|--|-------------|
| <u>EQUIPMENT OPERATOR I</u> | \$8.37/hour |
| Major equipment operators: crane, bulldozer, snow plow, street sweeper, paint machine, hot mix machine. | |
| <u>EQUIPMENT OPERATOR II</u> | \$8.17/hour |
| All trucks, mosquito sprayer, roller, jack hammer, compressor, tractor mower, equipment operator (cemetery). | |
| <u>COMMON LABOR</u> | \$7.97/hour |
| Including operation of small equipment such as compactor, pump and chain saw. | |
| <u>MECHANIC A</u> | \$8.90/hour |
| <u>MECHANIC B</u> | \$8.42/hour |
| <u>MECHANIC C</u> | \$8.37/hour |
| <u>WATER & SEWER LEADMAN I</u> | \$8.86/hour |
| <u>WATER SYSTEM LEADMAN</u> | \$8.53/hour |
| <u>WATER METER READER AND METER MAINTENANCE MAN</u> | \$8.37/hour |
| <u>WATER DISTRIBUTION SYSTEM MAINTENANCE MAN</u> | \$8.37/hour |
| <u>WASTE TREATMENT PLANT OPERATORS 1 & 2</u> | \$8.49/hour |
| <u>SEWER COLLECTION SYSTEM LEADMAN</u> | \$8.37/hour |
| <u>SEWER SYSTEM MAINTENANCE MAN</u> | \$8.17/hour |
| <u>LAB TECHNICIAN-WASTE TREATMENT PLANT</u> | \$8.54/hour |
| <u>RELIEF OPERATOR-WASTE TREATMENT PLANT</u> | \$8.37/hour |

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| | |
|--------------------------------------|-------------|
| <u>PARK MAINTENANCE MAN I</u> | \$8.37/hour |
| <u>PARK MAINTENANCE MAN II</u> | \$8.22/hour |
| <u>CEMETERY EMPLOYEES</u> | \$7.97/hour |
| <u>CEMETERY SEXTON</u> | \$8.67/hour |

and that the parties have stipulated that the classification titles accurately reflect the duties of the positions.

14. That the City Hall employees work the following hours:

ARTICLE 6 - PAY PROCEDURE AND HOURS

. . .

Section 2 - Work Day and Work Week. City Hall employee hours are Monday through Friday, 8:00 a.m. to 12:00 noon, and 1:00 p.m. to 4:30 p.m.

The work week for custodians shall be forty (40) hours per week, Monday through Friday, 6:30 a.m. to 11:00 a.m., and 1:00 p.m. to 4:30 p.m.

The hours for the meter maintenance person shall be from 10:00 a.m. to 2:00 p.m., Monday through Friday, with a one-half (1/2) hour paid lunch.

The hours for the meter person shall be 9:00 a.m. to 5:00 p.m., Monday through Thursday, and 12:00 noon to 8:00 p.m. on Fridays, with a one-half (1/2) hour unpaid lunch period each day.

The hours for the Animal Shelter Operator shall be 10:00 a.m. to 4:00 p.m., Monday through Friday.

The hours for the police dispatchers shall be eight hours per day and the shifts shall remain 7:00 a.m. to 3:00 p.m. to 11:00 p.m., and 11:00 p.m. to 7:00 a.m. The work week shall remain as six (6) days on, two (2) days off, six (6) days on, three (3) days off, seven (7) days on, four (4) days off, rotation. The shift differential for police dispatchers shall be \$1.00 per day for second shift and \$1.50 per day for third shift. Twice during each eight (8) hour shift, the dispatcher shall be entitled to a fifteen (15) minute break away from the desk at which time they shall make arrangements with either their sergeant or one of the uniform officers to take the dispatching position for a fifteen (15) minute period. In the event there is an emergency where the officer is required back on the street, the fifteen (15) minute break can be terminated immediately and can resume for the remaining minutes when convenient.

The work week for Memorial Building custodians shall be forty (40) hours per week, Monday through Friday, 6:30 a.m. to 11:00 a.m. and 1:00 p.m. to 4:30 p.m.

The work week for City Hall and Police Department custodian shall be twenty (20) hours per week Monday through Friday, 3:00 p.m. to 7:00 p.m.

15. That the DPW employees work the following hours:

ARTICLE 7 - PAY PROCEDURES

. . .

B. WORK DAY AND WORK WEEK.

1. Between the dates of April 1st through October 31st, the work day shall consist of 8 hours from 7:00 a.m. to 3:00 p.m. with a 15 minute lunch break commencing at noon to be taken on the job site.

During the dates of November 1st through March 31st, the work day shall consist of 8 hours from 7:00 a.m. to 12 noon and 12:30 p.m. to 3:30 p.m.

2. The normal work week shall consist of 5 consecutive, 8-hour days, Monday through Friday, making a total of 40 hours.
3. The Waste Treatment Operators shall alternate shifts and receive a pay differential of seventeen (17) cents per hour on the second shift and twenty-one (21) cents per hour on the third shift. The work schedule shall be attached hereto and titled Addendum II.
4. The hours for the Street Sweeper shall be determined by the Employer.

16. That two of the City Hall unit employees are supervised by individuals who have supervisory authority over DPW employees; and that the remaining City Hall employees are supervised by one of three individuals, none of whom supervise DPW employees.

17. That vast majority of City Hall employees work inside municipal offices; that a few City Hall employees, such as the Meter Maid, work outside municipal buildings; that many, if not the majority, of DPW employees perform their work out-of-doors.

18. That the City currently has four collective bargaining units, i.e., Police, Firefighters, DPW, and City Hall.

19. That the employees in the existing City Hall unit share a sufficient community of interest so as to constitute an appropriate unit; that employees in the DPW unit and the City Hall unit do not share a community of interest which is sufficient to warrant combining the existing DPW unit and City Hall unit; and that the parties are in agreement that the following employees are appropriately included in the City Hall unit which Petitioner seeks to represent herein:

Vivian Rude
Nancy A. Squires
Matthew Nowak
Helen E. Gapinski
Shirley A. Harper
Bernard N. Jenkins
Brian M. Konrath
Dennis L. Waid
Robert A. Winkvist
Terri K. Wood
Elizabeth A. Craig
Wes Gleason
Pam Calvert
Mark Priebe

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

CONCLUSIONS OF LAW

1. That a collective bargaining unit which would combine the existing separate City Hall and DPW units would be inappropriate for the purposes of collective bargaining.

2. That a question of representation exists within the following collective bargaining unit deemed appropriate within the meaning of Sec. 111.70(4)(d)2.a, Stats.

All regular full-time and regular part-time employees of the City of Rhinelander employed in the City Hall, the Memorial Building and the Police Department, including the Dog Pound Operator, but excluding law enforcement officers, employees of the Fire Department, non-clerical employees in the Departments of Public Works, Sewer and Water Construction, Water and Waste Treatment Plant, Cemetery, and Parks and Recreation, elected officials, confidential, managerial, supervisory and executive employees.

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

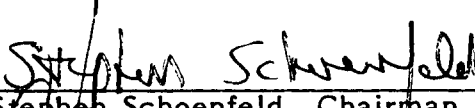
DIRECTION OF ELECTION

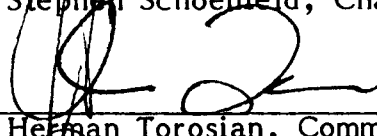
That an election by secret ballot shall be conducted under the direction of the Wisconsin Employment Relations Commission within forty-five (45) days from the date of the directive in the collective bargaining unit consisting of all regular full-time and regular part-time employees of the City of Rhinelander employed in the City Hall, the Memorial Building and the Police Department, including the Dog Pound Operator, but excluding law enforcement officers, employees of the Fire Department, non-clerical employees in the Departments of Public Works, Sewer and Water Construction; Water and Waste Treatment Plant, Cemetery, and Parks and Recreation, elected officials, confidential, managerial, supervisory and executive employees, except such employees as may prior to the election quit their employment or be discharged for cause, for the purpose of determining whether a majority of such employees voting desire to be represented by either the Wisconsin Professional Police Association/LEER Division or Wisconsin Council 40, AFSCME, AFL-CIO, or by neither of said organizations for the purpose of collective bargaining with the City of Rhinelander on wages, hours and conditions of employment.

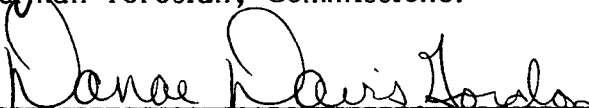
Given under our hands and seal at the City of
Madison, Wisconsin this 27th day of May, 1987.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By


Stephen Schoenfeld, Chairman


Herman Torosian, Commissioner


Danae Davis Gordon, Commissioner

CITY OF RHINELANDER

MEMORANDUM ACCOMPANYING
FINDINGS OF FACT, CONCLUSIONS OF LAW
AND DIRECTION OF ELECTION

BACKGROUND

Petitioner seeks to represent a unit of City Hall employees currently represented by the Intervenor. Intervenor, contrary to the City and Petitioner, claims that a unit of just City Hall employees is not appropriate and further claims that the employees in dispute have been or should be merged with the DPW unit, which unit is also represented by the Intervenor.

POSITION OF THE PARTIES

Petitioner

Petitioner maintains that the unit which it seeks to represent herein, the City Hall unit, has always constituted a unit which has been separate and distinct from the DPW unit. Petitioner asserts that the Commission determined that the City Hall unit was appropriate in 1980, when it directed the election which resulted in the certification of the Intervenor as bargaining representative.

Petitioner denies that the City Hall unit has combined with the DPW unit to form a single collective bargaining unit. Petitioner contends that the Intervenor and the City have always recognized the City Hall unit as a separate unit, as reflected by the fact that the City Hall unit has always bargained a contract which is separate and distinct from that of the DPW unit.

Petitioner denies that the City Hall employees and the DPW employees share a community of interest. According to Petitioner, the two groups of employees lack both a common workplace and common supervisors and, further, do not perform similar duties or utilize similar skills. Petitioner contends, therefore, that it is not appropriate to merge the existing City Hall unit with the existing DPW unit.

Intervenor

The Intervenor asserts that the City Hall employees and DPW employees have been represented by one and the same Union for the past six years as evidenced by the fact that identical procedures are used to propose, bargain, administer, accept and ratify their collective bargaining agreements. The Intervenor maintains that the City Hall employees and the DPW employees have coalesced into a single bargaining unit. Moreover, the Intervenor contends that City-wide units of DPW and clerical employees have been long approved by the Commission and such a unit is appropriate herein.

The Intervenor denies that the City Hall employees share a greater community of interest with each other than with the other City employees. According to the Intervenor, City Hall employees work in many municipal buildings, some of which are also the workplace of DPW employees, and, thus, do not share a common workplace. The Intervenor argues that City Hall employees do not share a common supervisor, but rather, have at least three separate supervisors, one of whom also supervises DPW employees. The Intervenor denies that the work of City Hall employees results in more frequent contact with one another than with DPW employees.

The Intervenor maintains that there is no evidence that the interests of the City Hall employees have been subordinated to the interests of the DPW employees. The Intervenor asserts that the coalesced unit of City Hall and DPW employees is an appropriate unit. In sum, the Intervenor asserts "there is no record evidence justifying the need to 'carve-up' an existing City-wide Unit"; to do so, would not only be disruptive of an existing bargaining relationship, but would be violative of the Commission's policy against fragmentation of bargaining units.

City

The City maintains that the City Hall unit which Petitioner seeks to represent is, and always has been, a unit which is distinct and separate from the DPW unit. The City opposes the creation of a single unit consisting of both DPW and City Hall employees.

DISCUSSION

On June 27, 1980, the Wisconsin Employment Relations Commission certified the Intervenor as the exclusive collective bargaining representative of a unit of City employees described as "all regular full-time and regular part-time employees of the City of Rhinelander employed in the City Hall, the Memorial Building and the Police Department, excluding law enforcement officers, employees of the Fire Department, employees in the bargaining unit represented by Local 1226, confidential, supervisory, and managerial employees, and elected officials".

At the time of the certification, Local 1226 represented a single collective bargaining unit, i.e., the DPW unit. Thus, by the terms of the certification, the DPW unit employees were excluded from the unit certified on June 27, 1980, i.e., the City Hall unit. The Intervenor, contrary to the City and Petitioner, maintains that, over time, the City Hall unit and the DPW unit have coalesced into a single bargaining unit. The Intervenor, unlike Petitioner and the City, contends, therefore, that the City Hall unit is no longer an appropriate unit.

Inasmuch as the City Hall unit was certified as a unit separate and distinct from the DPW unit, the two units could not be combined except through a voluntary agreement between the City and the Intervenor, 1/ or by order of the Commission. The Commission has not issued such an order and for reasons discussed more fully below, is not inclined to do so herein. We are persuaded by the record herein that the City and the Intervenor have not voluntarily agreed to combine the two units to form a single unit.

Following the 1980 certification, Local 1226 became the bargaining representative of employees in the City Hall unit. The decision as to whether the City Hall employees and DPW employees are included in the same or different locals is one which is within the sole determination of the Intervenor. Thus, it does not serve as a basis for concluding that the City and the Intervenor have jointly agreed to combine the two units.

The Intervenor notes that representatives of the City and Local 1226 have always negotiated City Hall unit contract proposals and DPW unit contract proposals at the same bargaining sessions. However, when presenting initial contract proposals, Local 1226 has always identified the proposals as either "City Hall unit" proposals or "DPW unit" proposals. While some of the "City Hall unit" proposals and "DPW unit" proposals have been identical, other proposals submitted by Local 1226 have been unique to each unit. Upon completion of negotiations, Local 1226 and the City have always executed two separate and distinct collective bargaining agreements, i.e., one which covered City Hall unit employees and one which covered DPW unit employees. Given the evidence of bargaining history presented herein, we are persuaded that the City and Local 1226 have always recognized that the City Hall unit and the DPW unit are two separate and distinct collective bargaining units. Thus, contrary to the assertion of the Intervenor, there does not currently exist a voluntarily recognized single collective bargaining unit consisting of both City Hall and DPW employees. Therefore, the question to be determined herein is whether the existing City Hall unit should be merged with the DPW unit to form one single unit. The parties are in agreement that, in the event that the Commission determines that it is appropriate to have separate DPW and City Hall units, the existing City Hall Unit is an appropriate unit.

In determining the appropriateness of a bargaining unit, the Commission must strike a balance between the need to avoid fragmentation of the workforce by maintaining as few units as practicable, and the need to ensure that the unique interests and aspirations of a given group of employees are not subordinated to the interests of another group. 2/ As the parties recognize, the Commission considers the following factors when determining whether a group of employees constitute an appropriate bargaining unit: 3/

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- 1/ At all times material hereto, the Intervenor has represented the employees in the City Hall unit, as well as the employees in the DPW unit.
 - 2/ City of Madison, Dec. No., 23183 (WREC, 1/86)
 - 3/ Mid State VTAE, Dec. No. 14526-A (WERC, 5/85); City of Madison (Water Utility), Dec. No. 19584 (WERC, 5/82).

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 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.

To be sure, the City Hall unit performs a variety of duties, which require a variety of skills. However, a large concentration of City Hall employees perform secretarial/clerical duties. Since the DPW unit does not contain any secretarial/clerical positions, there is a community of interest among City Hall employees which is separate and distinct from that of the DPW employees. Moreover, since the non-secretarial/clerical City Hall employees do not perform the same type of duties as DPW employees, the interests of these employees would not be furthered by merging the City Hall and DPW units. 4/

The DPW unit classifications, all of which are paid in accordance with an hourly wage schedule, receive base wages which range from \$7.97/hour to \$8.90/hour, with 14 of the 19 classifications receiving between \$8.17/hour and \$8.54/hour, the most frequent pay rate being \$8.37/hour.

With the exception of three part-time classifications, the City Hall unit classifications, are paid in accordance with a monthly wage schedule. Converting the City Hall classifications to an hourly wage rate, 5/ the two highest paid classifications, i.e., the Custodian-Memorial Building and the Water Billing Clerk, receive \$8.05 and \$8.00 per hour, respectively. All of the remaining classifications, receive less than the lowest paid DPW employee, with the bulk of the full-time employees receiving somewhere between \$7.00 and \$7.16 per hour. 6/ The monthly versus the hourly wage schedule and the considerably lower average base wage, warrants a finding that the wages of City Hall unit employees are distinct from those of DPW employees.

DPW employees work a normal work week of five consecutive eight-hour days. 7/ From April 1st through October 31st, the normal work day is 7:00 a.m. to 3:00 p.m., with a fifteen minute lunch break on the job site. From November 1st through March 31st, the normal work day is from 7:00 a.m. to 12:00 Noon and 12:30 p.m. to 3:30 p.m.

Only one of the City Hall classifications works a 40-week, the remaining full-time classifications have a thirty-seven and one-half hour work week, i.e.,

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- 4/ A possible exception being the meter readers and meter maintenance positions which are included in each unit. The City Hall unit employees work with parking meters and the DPW unit with water meters.
 - 5/ Excluding the police dispatchers, whose 6-3 rotating shift schedule with varying shift differential makes conversion to an hourly wage difficult.
 - 6/ The part-time City Hall classifications receive from \$2.78 an hour to \$1.13 an hour less than the lowest paid DPW employee.

Monday through Friday, 8:00 a.m. to 12:00 Noon, and 1:00 p.m. to 4:30 p.m. The other City Hall classifications each have a unique work schedule. Not one of the City Hall employees works the seasonally adjusted work schedule common to the DPW employees. While it is true that the City hall employees do not share common hours of work, it is also true that they do not share the work schedule which predominates in the DPW unit. Accordingly, the DPW work hours are distinct from those of the City Hall employees.

Not all of the City Hall employees share common working conditions. However, the vast majority of City Hall employees perform their work inside municipal office buildings, whereas it is common for DPW employees to work out-of-doors. Thus, City Hall employees, as a whole, have working conditions which differ from those of the DPW employees.

Two of the employees in the City Hall unit are supervised by individuals who also have supervisory authority over DPW unit employees. The remaining employees in the City Hall unit are supervised by one of three individuals, none of whom supervise DPW employees. We conclude, therefore, that the vast majority of City Hall employees have supervision which is separate and distinct from that of the DPW employees.

With the exception of the Dog Pound Operator, all of the City Hall employees are headquartered in either the City Hall or the Police Department. All of the DPW employees are headquartered in either the Public Works and Water Building or the Wastewater Treatment Plant. While all of the City Hall employees do not share a common workplace, neither do they share the workplace of the DPW employees.

The evidence of bargaining history establishes that the City Hall unit has always existed as a unit separate and distinct from that of the DPW unit. While it is true that the City Hall unit is a diverse group, we are persuaded from our review of the aforementioned factors that the City Hall employees share a community of interest which is separate and distinct from that of the DPW unit employees. Thus, we do not consider it appropriate to combine the City Hall unit and the DPW unit. Rather, we are satisfied that the existing City Hall unit is appropriate. With the continuation of separate DPW and City Hall units, the City will have four bargaining units, i.e., DPW, City Hall, Police, and Firefighters. We do not consider this to be an undue fragmentation of the City workforce.

Although the petition filed by Petitioner does not accurately describe the existing City Hall unit, there is no doubt that Petitioner is seeking to represent the existing City Hall unit. Therefore, we have modified the bargaining unit description contained in the June 27, 1980 certification to accurately reflect the existing City Hall unit.

Dated at Madison, Wisconsin this 27th day of May, 1987.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By Stephen Schoenfeld
Stephen Schoenfeld, Chairman

Herman Torosian
Herman Torosian, Commissioner