

STATE OF WISCONSIN
BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

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In the Matter of the Petition of :
MILWAUKEE DISTRICT COUNCIL 48, :
AFSCME, AFL-CIO : Case 63
Involving Certain Employees of : No. 42382 ME-340
CITY OF CUDAHY : Decision No. 26425
- - - - -

Appearances:
Mr. Robert W. Mulcahy, Mulcahy & Wherry, S.C., Attorneys at Law, 815 East
Mason Street, Suite 1600, Milwaukee, WI 53202-4080, appearing on
behalf of the City.
Ms. Monica M. Murphy, Podell, Ugent & Cross, S.C., Attorneys at Law,
207 East Michigan Street, Milwaukee, WI 53202-4905, appearing on
behalf of the Union.

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

On June 20, 1989, Milwaukee District Council 48, AFSCME, AFL-CIO, filed a petition with the Wisconsin Employment Relations Commission (WERC) requesting that the Commission clarify an existing collective bargaining unit to include within that unit the position of Confidential Administrative Secretary of the City of Cudahy Police Department. A hearing in the matter was held on January 9, 1990, before Examiner Karen J. Mawhinney, a member of the Commission's staff. A transcript of the hearing was prepared, both parties filed post-hearing briefs which were exchanged on March 1, 1990. The Commission, being fully advised in the premises, makes and issues the following

FINDINGS OF FACT

1. Milwaukee District Council 48, AFSCME, AFL-CIO, referred to after this as the Union, is a labor organization with its offices at 3427 West St. Paul Avenue, Milwaukee, Wisconsin 53208.
2. The City of Cudahy, referred to after this as the City, is a municipal employer with its offices at 5050 South Lake Drive, Cudahy, Wisconsin 53220.
3. The Union and the City are parties to a 1987-1988 collective bargaining agreement which contains the following recognition clause:

The City hereby recognized the Union as the exclusive collective bargaining agent for the appropriate certified bargaining units (and recognized units) by City of Cudahy Resolution No. 2300, and as the certified representative for those employed in these bargaining units occupying the classifications as defined in the appropriate "Certification of Representatives" promulgated by the Wisconsin Employment Relations Commission, clerical and custodial employees of the City and the Cost and Records Clerk, the Health Department Clerk, the Police Clerk, the Engineering Tech and Junior Technician, as determined by Wisconsin law. The Union recognizes its responsibility to cooperate with the City to assure maximum service at minimum cost to the public consonant with its obligations to the employees it represents.

No. 26425

The parties stipulated that in addition to the employees listed in the recognition clause, the Union has been found to be the appropriate bargaining representative for Emergency Service Dispatchers and who thus were added to the Union's bargaining unit pursuant to a decision by the WERC, Dec. No. 21887-B (1/90).

4. Through this petition, the Union seeks to include within the bargaining unit described in Finding of Fact 3 the position of Confidential Administrative Secretary of the Police Department, a position currently held by Donna Schraufnagel. The City asserts that the position is confidential and supervisory and should be excluded from the bargaining unit.
5. Schraufnagel had held the position of Confidential Administrative Secretary for five and one-half months at the time of the hearing, having

started it July 17, 1989. She is the first person to hold this position. The following is the job description for this position:

CONFIDENTIAL ADMINISTRATIVE SECRETARY
JOB DESCRIPTION

RESPONSIBILITY

The Confidential Administrative Secretary shall act as Confidential Secretary to:

1. Members of the Cudahy Police and Fire Commission
2. Fire Chief, City of Cudahy
3. Police Chief, City of Cudahy
4. Other members of the above groups that may have sensitive matters that must be transcribed
5. Members of the Southeast Suburban Public Safety Recruitment Association

This shall only be done with permission of proper Department Heads.

CONFIDENTIALITY

The Confidential Administrative Secretary shall assist:

1. Members of the Cudahy Police and Fire Commission
2. Fire Chief, City of Cudahy
3. Police Chief, City of Cudahy
4. Other members of the above groups that may have sensitive matters that must be transcribed
5. Members of the Southeast Suburban Public Safety Recruitment Association

In so doing she will be responsible for:

1. Taking minutes during negotiations for labor agreements and contracts and typing same
2. Preparation of data, proposals and responses of surveys.
3. Typing, proofing and costing labor agreements and contracts
4. Typing personnel matters that concern member of the Department, including internal affairs, evaluations and disciplinary actions
5. Typing labor grievances and contract disagreements
6. Typing citizen complaints and other such matters as determined by the Chief of Police
7. Typing disciplinary actions concerning violations of the contract, ordinance or rules of the Department
8. Typing all suggested reorganization or restructuring in the Police Department
9. Typing all other matters dealing with confidentiality and secrecy (including medical information)
9. Assisting in budget preparation
10. Maintaining and securing all Department Personnel files

SUPERVISION

The Confidential Administrative Secretary shall have direct supervision over:

1. All clerical personnel
2. All emergency dispatching personnel

As such she will maintain their proper work schedules and conduct annual evaluations of such subordinates.

TRAINING

The Confidential Administrative Secretary shall train all clerical personnel in their duties and responsibilities. Frequent inspection of their work shall insure that proper procedures and methods are being followed and required work is being performed.

The Confidential Administrative Secretary shall work closely with the Police Training Officer and other Emergency Dispatching personnel to insure that they are properly trained in their duties and role within the Cudahy Police Department.

It is necessary that the Confidential Administrative Secretary have a working knowledge of dispatching duties so she can train properly.

DUTIES

The Confidential Administrative Secretary must have a complete understanding of:

1. Police computer system
2. Police record keeping system
 - a. Automated
 - b. Manual
3. Police billing/payment system
4. Police voucher/ordering system
5. Police procedures, rules and regulations
6. City of Cudahy procedures
7. In relation to the above, maintain all necessary records
8. Shall produce necessary court records as may be requested by officers
9. Handle all the correspondence and testing correspondence for the testing of applicants for the Southeast Suburban Public Recruitment Association

SKILLS

The Confidential Administrative Secretary must have the following skills:

1. Person to person skills
2. Ability to communicate in a concise and understandable manner
3. Teaching skills
4. Typing skills
5. Dictation skills

6. Ability to delegate responsibility with accompanying authority
7. Ability to conduct frequent inspection of work being performed, and make proper corrections

CONCLUSION

The Confidential Administrative Secretary shall have the confidence of the Chief of Police. In those areas delegated by the Chief of Police; will act in his behalf when he is not available.

The Confidential Administrative Secretary shall conduct all duties in a professional manner, realizing that actions reflect in a negative or positive manner on the Department. That person shall also maintain confidentiality in all her duties and demand that others respect such confidentiality.

Violations of such confidentiality may be grounds for disciplinary action being taken.

6. Prior to assuming her present position, Schraufnagel held the position of Police Clerk for 15 years. As such, she was a member of the bargaining unit represented by the Union. The following is the job description for the position of Police Clerk:

JOB DESCRIPTION FOR DONNA SCHRAUFNAGEL, POLICE CLERK

Index Desk Reports, file reports and index cards.
 Index Complaint Reports, file reports and index cards.
 Index Criminal Offense Reports, file reports and index cards.
 Index Juvenile Reports and file same.
 Make out Type of Crime Cards and file.
 Make out Type of M.O. Cards and file.
 Keep track of money amounts of vandalism and recovered restitution of vandalism.
 Make out Juvenile Cards for Youth Aid Bureau.
 Keep index cards for addresses of businesses and telephone numbers for use in emergencies.
 Index each name on accident reports and file same.
 Index area when each accident happened.
 Send accident reports to State.
 Mail statistics to National Safety Council regarding accident reports.
 Mail statistics to Milwaukee County Safety Commission regarding accident reports.
 Type Juvenile Officer's reports and supplements.
 Type Juvenile Reports when they are required.
 Letters to parents of juvenile defendants and any referral notices required.
 On occasion accompany young girls and adult women to restroom.
 Type referrals for juveniles to other Youth Service Agencies.
 Call parents of juveniles to cancel or reschedule appointments with Juvenile Officer. Sometimes attempt to get estimate of damages, etc. from complainants involved in damage complaints.
 Call other jurisdictions for record checks on juvenile subjects.
 Send letters to parents when a Bicycle Citation has been issued. There are three letters. Keep an index of the violations and defendants, so I know which letter to send. Set up a conference date with Juvenile Officer, child and parents in accord with the third letter.

All bicycle licenses are filed by me, numerically and alphabetically.
 On three or four afternoons each spring I go to schools to sell bicycle licenses.
 Take dictation from officers and transcribe same.
 Take dictation from Chief.
 On occasion take statements from complainants or witnesses, and transcribe same.
 Type from Dictaphone when need be.
 Help type fingerprint cards and bookings when they get backlogged.
 Help type mug shots when they are backlogged, and file same.
 Type affidavits when requested by Officers and City Attorney.
 Send teletype messages when requested.
 Enter open warrants and missing juveniles into the computer.
 Take in fines.
 Disburse bail.
 Receive Jury Demands.
 Receive Appeal Bonds.
 Take care of forfeitures and transfer money from bail fund to forfeiture fund.
 Write checks. Balance check book each month.
 Answer the phone.
 Take care of the front desk and dispatch squads when requested.
 Check items recovered by other Departments against our stolen or missing reports and visa versa.
 Make Xerox copies of accident reports, etc., when requested by insurance companies or by complainants.
 Compute charges for Xerox copies for other Departments and type report.
 Type a monthly Auxiliary Police Report.
 Keep statistics on each traffic citation: age of defendant, date of week, time of day, and file same. For sixteen and seventeen year olds, statistics are kept on whether they are male or female.
 File ambulance reports.
 I take care of getting the Annual Report pages from the different Departments, type them and Xerox the copies.
 On Fridays I help with the Court work. I also help with this work any time the need arises. (See Court Clerk's work description)
 Help with the mailings when there are tests given for new applicants for firemen and policemen.
 Type application forms for defendants who are ordered by the Court to attend Traffic Safety School.
 When Veronica Nielsen is off, I do the work for the Fire and Police Commission that has to be done.
 When Veronica Nielsen is off, I take care of Insurance Forms for any police officer that is injured on duty.

 Full duties and responsibilities of the Court Clerk, when she is on vacation or off because of illness. This amounts to about four weeks per year. (See Court Clerk's job description) I do my job in addition to this.

 Full duties and responsibilities of Florence Zimmermann's job when she is on vacation or off for illness. This amounts to approximately four weeks per year. (See her job description) I do my job in addition to this.

 Validation of stolen articles for CIB.

7. In her previous position as Police Clerk, Schraufnagel performed general clerical duties, which included typing responses to grievances for the Police Chief as well as the minutes of the Police and Fire Commission's meetings, except for executive sessions. She trained other Police Clerks and trained three Emergency Service Dispatchers as to the clerical parts of their jobs.

8. In her present position as Confidential Administrative Secretary, Schraufnagel has general duties to supervise Police Clerks and Emergency Service Dispatchers and to type matters for the Police Chief and the Fire

Chief. There are two Police Clerks and eight Dispatchers -- three full-time and five part-time. Dispatchers are also partially supervised by Shift Commanders regarding their work of dispatching squad cars. Schraufnagel has been involved in interviewing and hiring job applicants as Police Clerks and Dispatchers. The Civil Service Commission first ranks applicants through means of a written examination. Schraufnagel then runs stress tests for Dispatcher applicants and rates them for their ability to handle calls and give the correct information to squad cars or others. Schraufnagel then calls those applicants that have passed the stress test into the Police Chief's office for an oral interview. She prepares questions to ask the applicants and, in the presence of the Chief, conducts an interview, explains the job duties, benefits and hours, and grades the applicants. Following those interviews, Schraufnagel recommends applicants to be hired to the Police Chief. Five of the eight Dispatchers have been hired since Schraufnagel assumed her present position, and her recommendations have been followed in all cases. Schraufnagel was also involved in hiring a Police Clerk, her replacement, by interviewing the top applicants from the Civil Service Commission list and recommending the person that was hired for the job by the Chief.

9. Schraufnagel evaluates the performance of Police Clerks and Dispatchers. She prepared an evaluation form to cover absenteeism, tardiness, appearance, willingness to work, ability to work with other personnel, etc. She discusses the evaluations with employees, then shows them to the Police Chief and puts them in personnel files. At the time of the hearing, she had not yet evaluated one of the Police Clerks but expected to do so in the future. She has evaluated Dispatchers nearing the end of their six-month probationary periods and recommended to the Chief the continued employment of three employees who were retained. Schraufnagel has been given the authority to issue oral and written reprimands. She met on two occasions with a Dispatcher regarding problems on the job and wrote a statement concerning her conversations that was placed in the employee's personnel file. Schraufnagel has brought other problems to the attention of the Police Chief, such as employee absenteeism and smoking breaks.

10. Schraufnagel schedules working hours for Dispatchers and authorizes overtime for Dispatchers and Police Clerks. On a daily basis, she assigns duties, such as directing the Clerks to enter warrants into a teletype machine, informing Clerks and Dispatchers about changes in procedures for handling the cash registers, parking permits, accident and complaint reports, or assigning work to assist a Court Clerk. She oversees the work of Dispatchers to see that logs are filled out correctly or that Dispatchers are correctly taking telephone information. She checks for cash register errors and insures that work is done properly and in a timely fashion. Schraufnagel is paid on a salaried basis but would be compensated for overtime. She works a flexible schedule, unlike the Clerks and Dispatchers. She has attended monthly supervisory staff meetings with the Police Chief, the police Lieutenants, the Sergeants and a Detective. Schraufnagel made a recommendation to the Police Chief regarding the staffing levels of Clerks and Dispatchers, which included replacing her former position with a Police Clerk. The recommendations were followed by the Police Chief and put into the budget.

11. Schraufnagel has keys to the Police Chief's desk and personnel files which are kept locked. She and the Police Chief are the only people who have keys to a file behind her desk where Dispatcher personnel files are kept. Schraufnagel also has access to the personnel files of the Police Clerks, the Court Clerk and all of the police officers. Grievances that arise from Clerks or Dispatchers are to go to Schraufnagel, and while no formal grievances have been filed during her tenure in this position, she expects to take part in all steps of the grievance proceeding. Schraufnagel has resolved potential grievances on an informal basis by talking with employees.

12. Three separate unions represent employees within the Police Department -- AFSCME, Local 742 (the Petitioner), the Wisconsin Professional Police Association (WPPA) representing the police officers, and a police supervisors association composed of Lieutenants and Sergeants. Schraufnagel has typed documents for the Police Chief such as disciplinary notices, proposals for contract negotiations, letters to labor attorneys, and letters to police supervisors or Lieutenants. Schraufnagel types disciplinary notices that go to the Police and Fire Commission which notify that Commission that an individual is being disciplined. She has no input into the decision to discipline police officers but would be involved in such a decision if the disciplinary matter involved a Police Clerk or Dispatcher. Copies of final disciplinary decisions are available to the unions, although matters relating to internal investigations and preliminary drafts are not. At the time of the hearing, Schraufnagel was involved with an ongoing investigation into a potential disciplinary matter and was discussing that matter with the Police Chief. She prepared documents relating to the suspension of a patrol officer, including drafts of documents before the suspension became the final disciplinary action. She has access to citizen complaints regarding Police Department personnel as well as to the internal investigations regarding those complaints. While employees would have access to the citizens' complaints, they would not have similar access to any internal investigation. Although the Fire Chief has a secretary in the Fire Department, the Fire Chief has had

Schraufnagel type certain matters for him, such as a disciplinary notice to a firefighter. Schraufnagel had no input into that disciplinary decision.

13. Schraufnagel has discussed proposals for contract negotiations with the Police Chief and typed drafts of proposals. She has given the Chief suggestions for proposals and discussed reorganizing the Police Department with him. She has attended and taken minutes at an executive session of the City's Personnel Committee where the general topic of discussion was labor negotiations with the WPPA. She later prepared minutes and a report of that meeting which was sent to the Police Chief and the City's labor attorney. She discussed proposals for negotiations with the police supervisors' association with the Police Chief and prepared drafts of those proposals before they were given to the association.

14. Schraufnagel reports directly to the Police Chief, Amie Cyr. Before Schraufnagel became the Confidential Administrative Secretary, the Police Chief was the sole supervisor of the Police Clerks and Dispatchers. The Chief is also responsible for 32 sworn officers in the Department. The Chief and the City's labor attorney handled all confidential labor relations matters prior to the time Schraufnagel filled her current position. The Chief expects that in the future, Schraufnagel will be involved in preparing bargaining proposals, surveying data for negotiations and costing labor contracts for all bargaining units representing Police Department employees.

15. Schraufnagel possesses supervisory duties and responsibilities in sufficient combination and degree to be found a supervisory employee.

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

CONCLUSION OF LAW

The occupant of the position of Confidential Administrative Secretary of the Police Department is a supervisory employee within the meaning of Sec. 111.70(1)(o)1, Stats., and therefore is not a municipal employee within the meaning of Sec. 111.70(1)(i), Stats.

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

ORDER CLARIFYING BARGAINING UNIT 1/

The position of Confidential Administrative Secretary of the Police Department of the City of Cudahy is excluded from the bargaining unit represented by the Union.

Given under our hands and seal at the City of
Madison, Wisconsin this 17th day of April,
1990.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By _____
A. Henry Hempe, Chairman

Herman Torosian, Commissioner

William K. Strycker, Commissioner

1/ Pursuant to Sec. 227.48(2), Stats., the Commission hereby notifies the parties that a petition for rehearing may be filed with the Commission by following the procedures set forth in Sec. 227.49 and that a petition for judicial review naming the Commission as Respondent, may be filed by following the procedures set forth in Sec. 227.53, Stats.

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

based on a petition for rehearing filed under this subsection in any contested case.

227.53 Parties and proceedings for review. (1) Except as otherwise specifically provided by law, any person aggrieved by a decision specified in s. 227.52 shall be entitled to judicial review thereof as provided in this chapter.

(a) Proceedings for review shall be instituted by serving a petition therefore personally or by certified mail upon the agency or one of its officials, and filing the petition in the office of the clerk of the circuit court for the county where the judicial review proceedings are to be held. Unless a rehearing is requested under s. 227.49, petitions for review under this paragraph shall be served and filed within 30 days after the service of the decision of the agency upon all parties under s. 227.48. If a rehearing is requested under s. 227.49, any party desiring judicial review shall serve and file a petition for review within 30 days after service of the order finally disposing of the application for rehearing, or within 30 days after the final disposition by operation of law of any such application for rehearing. The 30-day period for serving and filing a petition under this paragraph commences on the day after personal service or mailing of the decision by the agency. If the petitioner is a resident, the proceedings shall be held in the circuit court for the county where the petitioner resides, except that if the petitioner is an agency, the proceedings shall be in the circuit court for

(Footnote 1/ continued on page nine)

1/ continued

the county where the respondent resides and except as provided in ss. 77.59(6)(b), 182.70(6) and 182.71(5)(g). The proceedings shall be in the circuit court for Dane county if the petitioner is a nonresident. If all parties stipulate and the court to which the parties desire to transfer the proceedings agrees, the proceedings may be held in the county designated by the parties. If 2 or more petitions for review of the same decision are filed in different counties, the circuit judge for the county in which a petition for review of the decision was first filed shall determine the venue for judicial review of the decision, and shall order transfer or consolidation where appropriate.

(b) The petition shall state the nature of the petitioner's interest, the facts showing that petitioner is a person aggrieved by the decision, and the grounds specified in s. 227.57 upon which petitioner contends that the decision should be reversed or modified.

. . . .

(c) Copies of the petition shall be served, personally or by certified mail, or, when service is timely admitted in writing, by first class mail, not later than 30 days after the institution of the proceeding, upon all parties who appeared before the agency in the proceeding in which the order sought to be reviewed was made.

Note: For purposes of the above-noted statutory time-limits, the date of Commission service of this decision is the date it is placed in the mail (in this case the date appearing immediately above the signatures); the date of filing of a rehearing petition is the date of actual receipt by the Commission; and the service date of a judicial review petition is the date of actual receipt by the Court and placement in the mail to the Commission.

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

BACKGROUND

The only issue in this dispute is whether the position of the Confidential Administrative Secretary of the Police Department in the City of Cudahy is a supervisory and/or confidential employee. The position is relatively new and the incumbent, Donna Schraufnagel, held the position only about five and a half months at the time of the hearing in this matter. Schraufnagel formerly held the position of Police Clerk in the Police Department for 15 years. The Police Clerk's position was in the bargaining unit represented by the Union and remains so today, while the Confidential Administrative Secretary's position has not been included in the bargaining unit. The Union seeks to include that position through this proceeding.

THE PARTIES' POSITIONS:

The Union asserts that there has not been a substantial change in the duties performed by Schraufnagel as a Confidential Administrative Secretary compared with the duties she performed as a Police Clerk, a position within the bargaining unit. The duties and requirements for the Police Clerk do not differ substantially from the position in dispute. Schraufnagel's wages, benefits and hours of work are almost identical to those for Police Clerks, and she share a community of interest with Police Clerks and belongs in the bargaining unit.

The Union submits that Schraufnagel has performed only minimal confidential duties. She has typed matters for the Police Chief which are available to the Union. Her role in contract negotiations has yet to be tested, as no Union contract was negotiated while she held this position.

The Union also argues that Schraufnagel's position is in the nature of a lead worker and that she is not a supervisory employee. She supervises the activities of Police Clerks and Emergency Service Dispatchers, such as making out their schedules, but the ultimate decision to discipline belongs to the Police Chief. Her role in the hiring of Police Clerks and Emergency Service Dispatchers is limited to making recommendations and she has not been involved in promotions, layoffs, rehires or suspensions of employees. While she has conducted tests and calculated the scores for police candidates as part of the Southeast Suburban Public Safety Recruitment Association, she did some of this work when she was a Police Clerk. She does not make hiring decisions, and should not be deemed a supervisor.

The City asserts that the record establishes that Schraufnagel exercises sufficient indicia of supervisory authority to be deemed a supervisor. She is involved in the hiring process, training of employees, scheduling work hours, approving overtime, making disciplinary decisions and implementing them, settling verbal disputes, issuing verbal and written reprimands, conducting employee evaluations and making promotional decisions. No one else exercises direct supervisory authority over employees within her area and her duties require the use of independent judgment.

Additionally, the City contends that the position is confidential in nature, as she spends about 25 percent of her time on confidential duties and there is no one else available to handle those duties. She has typed disciplinary matters, acted as liaison with Mulcahy and Wherry attorneys regarding potential labor relations matters, discussed labor relations strategy with the Police Chief and has access to confidential labor relations and personnel files kept by the Police Chief.

The City submits that there are sufficient indicia of supervisory responsibility and confidential responsibility to exclude this position from the bargaining unit.

DISCUSSION:

Section 111.70(1)(o)1 of MERA defines the term "supervisor" as follows:

. . . Any individual who has authority, in the interest of the municipal employer, to hire, transfer, suspend, or lay off, recall, promote, discharge, assign, reward or discipline other employees, or to adjust their grievances or to effectively recommend such action if in connection with the foregoing the exercise of such is not of the merely routine or clerical nature, but requires the use of independent judgment.

In its interpretation of the above definition, the Commission has on numerous occasions, listed the following factors as those to be considered in the determination of an individual's supervisory status:

1. The authority to effectively recommend the hiring, promotion, transfer, discipline or discharge of employees;
2. The authority to direct and assign the work force;
3. The number of employees supervised, and the number of other persons exercising greater, similar or lesser authority over the same employees;
4. The level of pay, including an evaluation of whether the supervisor is paid for his skill or for his supervision of employees;
5. Whether the supervisor primarily supervising an activity or is primarily supervising employees;
6. Whether the supervisor is a working supervisor or whether he spends a substantial majority of his time supervising employees;
7. The amount of independent judgment exercised in the supervision of employees. 2/

. . .

The Commission has held that not all of the above factors need be present for a position to be found supervisory. The question is whether said factors appear in sufficient combination and degree in any given case to warrant the Commission finding an employee to be a supervisor. 3/

We are satisfied that Schraufnagel is a supervisor. Contrary to the Union's assertion, it is clear that her new position involves significantly different duties and responsibilities than she had as Police Clerk.

Schraufnagel effectively recommended the hiring of the five Dispatchers who were employed since she took the position of Confidential Administrative Secretary. She also effectively recommended the hiring of the Police Clerk who took her former position. Schraufnagel prepared questions for applicants, interviewed applicants, evaluated applicants and then recommended individual candidates to the Police Chief. Thus, the exercise of her authority in the area of hiring has been significant.

Additionally, Schraufnagel has the authority to discipline Police Clerks and Dispatchers, answer grievances, settle disputes and direct and assign work. She exercises significant supervisory authority over ten employees, three of whom are part-time. It is also clear that Schraufnagel exercises a significant amount of independent judgment when supervising employees. For example, she alone prepared an evaluation form and evaluated employees, she has met with a Dispatcher regarding job performance problems, and she brought other problems to the attention of the Police Chief. The Chief is the only other person exercising the same or greater amount of authority over Police Clerks and Dispatchers, and it is clear he places substantial reliance on Schraufnagel as he is also responsible as the top supervisor for 32 other sworn law enforcement personnel.

Accordingly, we find that the Confidential Administrative Secretary possess sufficient indicia of supervisory authority to warrant excluding that position from the bargaining unit. While given this conclusion, it is unnecessary to formally respond to the City's arguments over confidential status, we think it clear that Schraufnagel is also a confidential employee.

Dated at Madison, Wisconsin this 17th day of April, 1990.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By _____

2/ City of Delevan, Dec. No. 12185-A (WERC, 8/88); Northwood School District, Dec. No. 20022 (WERC, 10/82); Cornell School District, Dec. No. 17982 (WERC, 8/80); Augusta School District, Dec. No. 17944 (WERC, 7/80).

3/ Door County (Courthouse), Dec. No. 24016-A (WERC, 8/88); Northwood School District, Ibid; City of Lake Geneva, Dec. No. 18507 (WERC, 3/81); Lodi Joint School District, Dec. No. 16667 (WERC, 11/78).

A. Henry Hempe, Chairman

Herman Torosian, Commissioner

William K. Strycker, Commissioner