

STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

In the Matter of the Petition of	:	
WISCONSIN PROFESSIONAL POLICE	:	
ASSOCIATION/LAW ENFORCEMENT EMPLOYEE	:	Case 5
RELATIONS DIVISION	:	No. 44480 ME-3042
	:	Decision No. 26746
Involving Certain Employes of	:	
VILLAGE OF MAPLE BLUFF	:	
(POLICE DEPARTMENT)	:	

Appearances:

Cullen, Weston, Pines & Bach, Attorneys at Law, by Mr. Richard Thal, 20 North Carroll Street, Madison, Wisconsin, appearing on behalf of the Wisconsin Professional Police Association/Law Enforcement Employee Relations Division.

Melli, Walker, Pease & Ruhly, S.C., Attorneys at Law, by Mr. James K. Ruhly, 119 Martin Luther King Jr. Boulevard, Madison, Wisconsin, appearing on behalf of the Village of Maple Bluff.

Mr. Darold O. Lowe, Staff Representative, Wisconsin Council 40, AFSCME, AFL-CIO, 5 Odana Court, Madison, Wisconsin, appearing on behalf of Local 60, AFSCME, AFL-CIO.

FINDINGS OF FACT, CONCLUSIONS OF LAW AND DIRECTION OF ELECTION

On August 29, 1990, the Wisconsin Professional Police Association/Law Enforcement Employee Relations Division filed a petition requesting that the Wisconsin Employment Relations Commission conduct an election among all regular full-time and regular part-time employes of the Village of Maple Bluff Police Department, who have the power of arrest, excluding the Chief of Police and other supervisory, managerial, confidential, craft and all other employes. A hearing on the petition was held on October 25, 1990 in the Village of Maple Bluff, Wisconsin, by Coleen A. Burns, an Examiner on the Commission's staff. Post-hearing briefs were filed and the record was closed on November 30, 1990 upon completion of the briefing schedule. The Commission, having considered the entire record, and being fully advised in the premises, makes and issues the following

FINDINGS OF FACT

1. Wisconsin Professional Police Association/Law Enforcement Employee Relations Division, hereinafter referred to as WPPA/LEER, is a labor organization with offices at 7 North Pinckney Street, Madison, Wisconsin 53703.
2. Wisconsin Council 40, AFSCME, AFL-CIO and its affiliated Dane County Wisconsin Municipal Employees Local 60, hereinafter collectively referred to as AFSCME, are labor organizations with offices at 5 Odana Court, Madison, Wisconsin 53719.
3. The Village of Maple Bluff, hereinafter referred to as the Village or the Employer, is a municipal employer with offices located at the Maple Bluff Village Hall, 18 Oxford Place, Madison, Wisconsin 53704.
4. On January 21, 1988, the Wisconsin Employment Relations Commission, hereinafter referred to as the Commission, certified Dane County Wisconsin Municipal Employees Local 60, AFSCME, AFL-CIO as the exclusive collective bargaining representative of all employes in the collective bargaining unit consisting of all regular full-time and regular part-time employes of the Village of Maple Bluff Police Department, who have the power of arrest, excluding supervisory, managerial, confidential and craft employes. 1/ On August 29, 1990, WPPA/LEER filed a petition for an election among employes in a bargaining unit described as all regular full-time and regular part-time employes of the Village of Maple Bluff Police Department, who have the power of arrest, excluding the Chief of Police and other supervisory, managerial, confidential, craft and all other employes. At hearing on the petition, held on October 25, 1990, AFSCME intervened in the matter. At hearing, WPPA/LEER, AFSCME, and the Village, hereinafter the parties, agreed that there are four regular full-time employes who are appropriately included in the bargaining unit which is the subject of the instant petition and that these employes are David J. Holmes, Raymond D. Lawler, Daniel L. McFarlane, and Donald Schmudlach. The parties further agreed that the only issue to be decided by the Commission herein is whether the following employes, hereinafter referred to as Substitute Police Officers, should be included in the collective bargaining unit sought herein as regular part-time employes:

1/ Village of Maple Bluff, Dec. No. 24994 (WERC, 1/88)

Bley, Dale E.
 Boldebuck, Burt G.
 Gregory, Scott T.
 Hickox, Thomas J.
 Kjentvet, Henry S.
 Krebs, Richard W.
 Loud, Jeffrey J.
 Sandridge, Gary A.
 Shold, Richard G.
 Owen, Dennis M.
 Uselmann, Robert G.
 Van Horn, Thomas G.
 Veloff, Jeffrey J.
 Waller, Kerri A.
 Wipperfurth, Douglas A.
 Zager, Gregory P.

All of the above Substitute Police Officers have been on the Village's Substitute Police Officer list since at least July 1, 1990. AFSCME, contrary to the Village and WPPA/LEER, maintains that the Substitute Police Officers are regular part-time employees.

5. From January 1, 1990 through October 20, 1990, the Substitute Police Officers worked a total of 1160.5 hours as follows:

<u>OFFICERS NAME</u>	<u>DATE</u>	<u>DAY OF WEEK</u>	<u>SHIFTS</u>	
LOUD	1/1/90	MONDAY	7A-3P	
	1/5/90	FRIDAY	11P-7A	
	1/7/90	SUNDAY	11P-7A	
	4/28/90	SATURDAY	11P-7A	
	5/13/90	SUNDAY	11P-7A	
	6/3/90	SUNDAY	11P-7A	
	6/4/90	MONDAY	11P-7A	
	6/16/90	SATURDAY	7A-3P	
	6/23/90	SATURDAY	7A-3P	
	6/24/90	SUNDAY	3P-11P	
	6/27/90	WEDNESDAY	11P-7A	
	6/28/90	THURSDAY	11P-7A	
	7/5/90	THURSDAY	11P-7A	
	7/15/90	SUNDAY	11P-7A	
	9/26/90	WEDNESDAY	7A-3P	
	9/27/90	THURSDAY	8 Hrs.	
	TOTAL HOURS:		128	

WALLER 1/2/90 TUESDAY 3P-11P
 2/16/90 FRIDAY 7A-3P
 2/17/90 SATURDAY 7A-3P
 2/23/90 FRIDAY 11P-7A
 2/24/90 SATURDAY 11P-7A
 3/3/90 SATURDAY 7A-3P
 3/12/90 MONDAY 3P-7:30P
 5/5/90 SATURDAY 7A-3P
 5/26/90 SATURDAY 7A-3P
 6/12/90 TUESDAY 11P-7A
 6/19/90 TUESDAY 11P-7A
 9/15/90 SATURDAY 3P-11P
 10/14/90 SUNDAY 3P-11P
 TOTAL HOURS: 100.5

HICKOX 1/6/90 SATURDAY 11P-7A
 1/7/90 SUNDAY 11P-7A
 3/18/90 SUNDAY 11P-7A
 3/19/90 MONDAY 11P-7A
 3/27/90 TUESDAY 7A-3P
 TOTAL HOURS: 40

BLEY 1/14/90 SUNDAY 3P-11P
 3/4/90 SUNDAY 7A-3P
 4/25/90 WEDNESDAY 3P-11P
 4/26/90 THURSDAY 3P-11P
 5/19/90 SATURDAY 3P-11P
 6/4/90 MONDAY 3P-11P
 6/5/90 TUESDAY 3P-11P
 6/6/90 WEDNESDAY 3P-11P
 6/10/90 SUNDAY 3P-11P
 6/19/90 TUESDAY 3P-11P
 7/6/90 FRIDAY 7A-3P
 7/11/90 WEDNESDAY 3P-11P
 7/12/90 THURSDAY 3P-11P
 7/13/90 FRIDAY 3P-11P
 8/14/90 TUESDAY 3P-11P
 8/19/90 SUNDAY 7A-3P
 TOTAL HOURS: 128

GUNNELSON 1/21/90 SUNDAY 11P-7A
 1/27/90 SATURDAY 7A-3P
 1/28/90 SUNDAY 7A-3P
 2/4/90 SUNDAY 7A-3P
 2/15/90 THURSDAY 7A-3P
 2/23/90 FRIDAY 7A-3P
 2/24/90 SATURDAY 7A-3P
 TOTAL HOURS: 56

VAN HORN 2/3/90 SATURDAY 7A-3P
 2/18/90 SUNDAY 7A-3P
 2/25/90 SUNDAY 7A-3P
 4/28/90 SATURDAY 3P-11P
 5/27/90 SUNDAY 7A-3P
 6/5/90 TUESDAY 11P-7A
 6/10/90 SUNDAY 7A-3P
 6/11/90 MONDAY 11P-7A
 6/20/90 WEDNESDAY 11P-7A
 7/8/90 SUNDAY 7A-3P
 7/31/90 TUESDAY 11P-7A
 8/21/90 TUESDAY 11P-7A
 9/3/90 MONDAY 11P-7A
 10/3/90 WEDNESDAY 8 Hrs. Inservice
 TOTAL HOURS: 112

SANDRIDGE 2/3/90 SATURDAY 3P-11P
 3/2/90 FRIDAY 11P-7A
 4/29/90 SUNDAY 7A-3P
 7/7/90 SATURDAY 7A-3P
 7/8/90 SUNDAY 3P-11P
 7/22/90 SUNDAY 3P-11P
 8/11/90 SATURDAY 7A-3P

8/12/90	SUNDAY	7A-3P
9/8/90	SATURDAY	7A-3P
9/16/90	SUNDAY	3P-11P
9/21/90	FRIDAY	11P-7A
9/23/90	SUNDAY	3P-11P
10/4/90	THURSDAY	8 Hrs. Inservice

TOTAL HOURS: 104

KJENTVET	2/10/90	SATURDAY	7A-3P
	2/11/90	SUNDAY	3P-11P
	4/24/90	TUESDAY	3P-11P
	6/17/90	SUNDAY	3P-11P
	6/22/90	FRIDAY	7A-2P
	6/25/90	MONDAY	7A-3P
	8/18/90	SATURDAY	7A-3P
	9/02/90	SUNDAY	3P-11P
	9/13/90	Thursday	8A-2P

TOTAL HOURS: 69

USELMANN	2/21/90	WEDNESDAY	3P-11P
	2/22/90	THURSDAY	3P-11P
	3/5/90	MONDAY	3P-11P
	3/29/90	THURSDAY	3P-11P
	4/27/90	FRIDAY	3P-11P
	5/9/90	WEDNESDAY	3P-11P
	5/24/90	THURSDAY	3P-11P
	6/1/90	FRIDAY	3P-11P
	6/7/90	THURSDAY	3P-11P
	6/11/90	MONDAY	3P-11P
	6/18/90	MONDAY	3P-11P
	6/27/90	WEDNESDAY	3P-11P
	9/13/90	THURSDAY	3P-11P

TOTAL HOURS: 104

GREGORY	3/10/90	SATURDAY	7A-2P
	5/22/90	TUESDAY	11P-7A
	6/9/90	SATURDAY	3P-11P
	6/25/90	MONDAY	3P-11P
	8/1/90	WEDNESDAY	11P-7A

TOTAL HOURS: 39

STAPLETON	3/17/90	SATURDAY	11P-7A
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TOTAL HOURS: 8

BOLDEBUCK	3/30/90	FRIDAY	11P-7A
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TOTAL HOURS: 8

SHOLD	4/13/90	FRIDAY	7A-3P
	6/1/90	FRIDAY	7A-3P
	6/26/90	TUESDAY	3P-11P
	9/15/90	SATURDAY	7A-3P

TOTAL HOURS: 32

OWEN	4/29/90	SUNDAY	3P-11P
	5/25/90	FRIDAY	3P-11P
	5/28/90	MONDAY	7A-3P
	6/8/90	FRIDAY	3P-11P
	6/24/90	SUNDAY	7A-3P
	7/1/90	SUNDAY	3P-11P
	7/4/90	WEDNESDAY	3P-11P
	7/13/90	FRIDAY	11P-7A
	7/14/90	SATURDAY	3P-7P
	7/14/90	SATURDAY	7P-7A
	7/18/90	WEDNESDAY	3P-11P
	8/19/90	SUNDAY	11P-7A
	9/1/90	SATURDAY	3P-11P

TOTAL HOURS: 104

ZAGER	5/23/90	WEDNESDAY	3P-11P
	6/1/90	FRIDAY	11P-7A
	6/3/90	SUNDAY	3P-11P
	7/15/90	SUNDAY	3P-11P
	8/12/90	SUNDAY	3P-11P
	8/20/90	MONDAY	11P-7A
	9/22/90	SATURDAY	3P-11P

TOTAL HOURS: 56

KREBS	6/30/90	SATURDAY	7A-3P
	7/3/90	TUESDAY	3P-11P
	7/20/90	FRIDAY	3P-11P
	8/1/90	WEDNESDAY	3P-11P
	8/15/90	WEDNESDAY	3P-11P
	8/29/90	WEDNESDAY	8 Hrs. Inservice
	8/31/90	FRIDAY	3P-11P
	9/9/90	SUNDAY	7A-3P
	9/14/90	FRIDAY	3P-11P

TOTAL HOURS: 72

Officers Veloff and Wipperforth, who are currently on the Substitute Police Officer list, have not worked any hours between January 1, 1990 and October 20, 1990. Officers Stapleton and Gunnelson, who are not on the current list of Substitute Police Officers, did work between January 1, 1990 and October 20, 1990.

6. Daniel E. Dahlke has been the Police Chief of the Village of Maple Bluff Police Department since May of 1988. During Dahlke's tenure as Police Chief, the Village's Substitute Police Officers have been used to fill vacancies caused by the absence of the Department's full-time employes in instances where it has not been possible to assign another full-time employe to work for the absent employe. Substitute Police Officers who are interested in performing work for the Village call the Department to request available work or sign-up for vacancies on the work schedule which is posted in the Department. The work is assigned to interested Substitute Police Officers on a first come basis. When there is a need for a Substitute Police Officer and a Substitute Police Officer has not indicated an interest in performing the available work, the Police Chief or another full-time employe of the Department consults the Substitute Police Officer list, makes a determination as to who would be available to perform the work and contacts this individual to offer the available work. Many, if not all, of the Substitute Police Officers have other employment. The Police Chief and other full-time employes are aware of the Substitute Police Officers' other employment. The determination of whether or not a Substitute Police Officer is likely to be available for work is based upon a conclusion that the available work does not conflict with the Substitute Police Officer's other employment. While the Police Chief encourages Substitute Police Officers who have not worked recently to accept offered work, all Substitute Police Officers have the right to decline offered work. If a Substitute Police Officer has accepted a work assignment, he/she is required to work the assignment unless the Substitute Police Officer is able to obtain a suitable replacement. A Substitute Police Officer remains on the Substitute Police Officer list until such time as the Substitute Police Officer informs the Department that he/she no longer wishes to be on the list. In June, 1990, two of the Village's regular full-time Police Officers left their employment and, in order to cover for these two positions, the Village made greater use of Substitute Police Officers than would occur if the Department had a full complement of regular full-time employes. Due to overlapping shifts, it is possible to use regular full-time officers to fill in for other absent regular full-time officers. When possible, regular full-time employes are used to fill vacancies caused by the absence of other full-time employes. When the Department is unable to secure a Substitute Police Officer, the Police Chief or another full-time employe will split a shift or work a double shift to provide the necessary coverage.

7. Substitute Police Officers are paid \$8.50 an hour. Substitute Police Officers, like the Village's regular full-time Police Officers, have the power of arrest and are required to carry a weapon and to wear a uniform. Substitute Police Officers are not required to wear the uniform of the Village's regular full-time Police Officers. If requested to do so, the Village will provide a Substitute Police Officer with the uniform which is worn by regular full-time Police Officers. Substitute Police Officers perform the same work as the Village's regular full-time Police Officers, with the exception that the Substitute Police Officers are not required to devote as much time to traffic enforcement. Substitute Police Officers, unlike the Village's regular full-time Police Officers, do not receive overtime pay or compensatory time off. Historically, any interested individual who meets the minimum requirements set down by the State of Wisconsin Law Enforcement Standards Board has been placed on the Substitute Police Officer list. At the time of hearing, the Police Chief had made the decision that he had a sufficient number of Substitute Police Officers and that he would not be adding additional names to the Substitute Police Officer list until such time as

current Substitute Police Officers removed their names from the list. Approximately one-half of the substitutes on the current list are Police Officers in other jurisdictions. Substitute Police Officers are not required to work any specific amount of time in order to remain on the substitute list.

The Police Chief works Monday through Friday 7 a.m. to 3 p.m.. A 3:00 -11:00 p.m. shift is filled by Officer Schudlach, an 11:00 p.m. to 7:00 a.m. shift is filled by Officer Lawler, and Officers Holmes and McFarlane work rotating shifts. The Police Department work schedule is posted in the Department. At a minimum, the posted schedule is for a three month period. Regular full-time employes have at least six months advance notice of their work schedule. The Police Chief has never removed any name from the substitute list except upon request of the affected individual. Substitute Police Officers are subject to the same supervision as the regular full-time Police Officers. Substitute Police Officers, like the regular full-time Police Officers, report to work at the Police Department squad room. The State of Wisconsin has continuing training requirements for law enforcement employes. Those Substitute Police Officers who are current full-time law enforcement officers with another agency receive this required training from the agency which provides their full-time employment. Upon request of the Substitute Police Officer, the Village will provide this training to individuals who are not full-time law enforcement officers with another agency.

8. The Village provides the following fringe benefits to the full-time officers: health insurance, pension, paid sick leave, paid vacation, and overtime compensation. If a Substitute Police Officer were to meet the eligibility requirements of the State of Wisconsin Employee Trust Funds, the Substitute Police Officer would be eligible for pension benefits. To date, no Substitute Police Officer has met the eligibility requirement. Substitute Police Officers do not receive health insurance, paid sick leave, paid vacation or overtime compensation.

9. The Substitute Police Officers do not work a sufficient number of hours on a regular basis to warrant their being found to be regular part-time employes of the Village.

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

CONCLUSIONS OF LAW

1. A collective bargaining unit consisting of all regular full-time and regular part-time employes of the Village of Maple Bluff Police Department, who have the power of arrest, excluding supervisory, managerial, confidential and craft employes is an appropriate collective bargaining unit within the meaning of Sec. 111.70(4)(d)2.a. Stats.

2. A question of representation, within the meaning of Sec. 111.70(4)(d)3, Stats., presently exists among employes of the Village of Maple Bluff Police Department in the collective bargaining unit described in Conclusion of Law 1.

3. The Substitute Police Officers are not regular part-time employes but rather are casual employes of the Village of Maple Bluff Police Department and, therefore, are not appropriately included in the collective bargaining unit described in Conclusion of Law 1.

On the basis of 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 be conducted under the direction of the Wisconsin Employment Relations Commission within forty-five (45) days from the date of this Directive in the collective bargaining unit consisting of all regular full-time and regular part-time employes of the Village of Maple Bluff Police Department, who have the power of arrest, excluding supervisory, managerial, confidential and craft employes who were employed by the Village of Maple Bluff Police Department on January 10, 1991, except such employes as may prior to the election quit their employment or be discharged for cause, for the purpose of determining whether a majority of said employes voting desire to be represented by the Wisconsin Professional Police Association/Law Enforcement Employee Relations Division or Dane County Wisconsin Municipal Employees Local 60, AFSCME, AFL-CIO for the purpose of collective bargaining with the Village of Maple Bluff Police Department on wages, hours and conditions of employment or not to be represented.

Given under our hands and seal at the City of
Madison, Wisconsin this 10th day of January,
1991.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By A. Henry Hempe /s/
A. Henry Hempe, Chairman

Herman Torosian /s/
Herman Torosian, Commissioner

William K. Strycker /s/
William K. Strycker, Commissioner

VILLAGE OF MAPLE BLUFF (POLICE DEPARTMENT)

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

BACKGROUND

On January 21, 1988, the Commission certified Dane County Wisconsin Municipal Employees Local 60, AFSCME, AFL-CIO, as the exclusive collective bargaining representative of employes in the collective bargaining unit consisting of all regular full-time and regular part-time employes of the Village of Maple Bluff Police Department, who have the power of arrest, excluding supervisory, managerial, confidential and craft employes. On August 29, 1990, the Wisconsin Professional Police Association/Law Enforcement Employee Relations Division filed a petition requesting the Commission to conduct an election among employes in the existing bargaining unit. The sole issue to be decided by the Commission is whether the Substitute Police Officers are appropriately included in the bargaining unit as regular part-time employes. WPPA/LEER and the Village contend that the Substitute Police Officers are not regular part-time employes, and, therefore, are not appropriately included in the bargaining unit. AFSCME contends that the Substitute officers are regular part-time employes and, therefore, are appropriately included in the bargaining unit.

POSITIONS OF THE PARTIES

The Village maintains that the irregular de minimis nature of the employment of the Substitute Police Officers has created an interest which conflicts with the Village's regular full-time Police Officers. According to the Village, individuals, such as the Substitute Police Officers, who work irregularly and sporadically are "casual" employes and, as such, are not appropriately included in a collective bargaining unit consisting of regular full-time and regular part-time employes.

WPPA/LEER maintains that part-time employes who work a significant number of hours with sufficient regularity to be regular part-time employes must be included in a bargaining unit when that bargaining unit consists of full-time and regular part-time employes. Arguing that the Village's Substitute Police Officers do not have any expectation of such regular employment, WPPA/LEER contends that the Substitute Police Officers are not regular part-time employes and, therefore, should not be included in the bargaining unit.

AFSCME contends that the Substitute Police Officers are regular part-time employes and, therefore, are appropriately included in the collective bargaining unit.

DISCUSSION

The parties are in agreement that if the Substitute Police Officers are regular part-time employes, then they are appropriately included in the collective bargaining unit sought herein. AFSCME, contrary to the Village and WPPA/LEER, maintains that the Substitute Police Officers are regular part-time employes.

The Village's Police Department employs four regular full-time Police Officers and the Chief of Police. When these employes work their normal work schedules, there is no need to use any of the Substitute Police Officers. Substitute Police Officers are used when a regular full-time employe is unavailable to work his/her normal shift and it is not possible for the Police Chief or another regular full-time Police Officer to cover for the absent employe. When work is available due to a scheduled absence such as a vacation, Substitute Police Officers may obtain such work by signing the posted work schedule or by calling the Police Department to volunteer for available work. When there is a scheduled vacancy which has not been filled by a Substitute Police Officer contacting the Police Department and volunteering for the vacancy, or when there is work available due to an unscheduled absence, either

the Police Chief or one of the regular full-time Police Officers will contact one of the Substitute Police Officers and offer the available work.

Although Substitute Police Officers who have not worked in a while are encouraged to accept offered work, all of the Substitute Police Officers have the right to decline any and all offered work. Once a Substitute Police Officer has volunteered for an assignment, that Officer is expected to work the assignment or find a suitable replacement. When determining who will be offered available substitute work, Police Department employes will consult the current list of Substitute Police Officers and make a decision as to which of the Substitute Police Officers would be most likely to accept the offered work.

The primary consideration in making this decision is the likelihood that the available work will conflict with the Substitute Police Officer's regular employment.

The Commission has long recognized that casual employes lack a community of interest with regular full-time and regular part-time employes, defining casual in terms of the employes' lack of regularity of employment, rather than in terms of any particular minimum number of hours of work per week or month. 2/ As the Village argues, the Substitute Police Officers have the right to reject offered work. However, the ability to reject offered work does not preclude a finding of regular part-time status. The Commission has held that where a regular amount of work is available to part-time employes, individuals who perform something more than a de minimis amount of that work on a regular basis will be found to be regular part-time employes despite their ability to reject work. 3/

Inasmuch as Substitute Police Officers are not assigned a regular work schedule, but rather, are used as needed to fill-in for full-time employes who are unavailable to work their normal work schedule, it is not surprising that the amount of work available to Substitute Police Officers varies from week to week and month to month. In January, 1990, five Substitute Police Officers worked ten eight hour shifts (80 hours); in February, 1990, six Substitute Police Officers worked sixteen eight hour shifts (128 hours); in March, 1990, eight Substitute Police Officers worked ten eight hour shifts and two partial shifts (91.5 hours); in April, 1990, eight Substitute Police Officers worked nine eight hour shifts (72 hours); in May, 1990, eight Substitute Police Officers worked eleven eight hour shifts (88 hours); in June, 1990, eleven Substitute Police Officers worked thirty-four eight hour shifts and one partial shift (279 hours); in July, 1990, seven Substitute Police Officers worked nineteen eight hour shifts and two partial shifts (160 hours); 4/ in August, 1990, eight Substitute Police Officers worked thirteen eight hour shifts and an eight hour in-service (112 hours); in September, 1990, ten Substitute Police Officers worked fifteen eight hour shifts and one partial shift (126 hours); 5/ and from October 1, 1990 through October 20, 1990, three Substitute Police Officers worked one eight hour shift and sixteen hours of in-service (24 hours).

2/ Mid-State VTAE District No. 14, Dec. No. 14526-A (WERC, 5/85); Village of Mount Horeb (Police Department), Dec. No. 19188 (WERC, 12/81); Kenosha Unified School District, Dec. No. 11293 (WERC, 9/72).

3/ City of Phillips, Dec. No. 26151 (WERC, 9/89); Ozaukee County, Dec. No. 22667 (WERC, 5/85); City of Milton, Dec. No. 13442-A (WERC, 6/83); Village of Niagara, Dec. No. 12446-A (WERC, 5/74).

4/ Exhibit #4 indicates that Substitute Police Officers worked 164 hours in July of 1990. The correct total is 160 hours.

5/ While Exhibit #4 indicates that Officer Loud had eight hours of inservice on Thursday, September 27, the Police Chief believes that Officer Loud was, in fact, working for a regular full-time Officer who was attending in-service training. Exhibit #4 also indicates that the Substitute Police Officers worked a total of 128 hours in September. It appears, however, that this total is incorrect in that it credits Officer Kjenvet with sixteen hours of work when Officer Kjenvet should have been credited with fourteen hours of work.

Between January 1, and October 20, 1990, Substitute Police Officers worked 1160.5 hours. Of these 1160.5 hours, 279 hours were worked in June, at a time when two of the regular full-time Police Officers had left Village employment. 6/ Given the absence of two regular full-time Police Officers and the fact that the June hours were 119 hours more than the next highest month (July), we are persuaded that the June hours should be discounted on the basis that they do not reflect the normal use of the Substitute Police Officers. Discounting the June hours, the Substitute Police Officers, as a group, averaged approximately 98 hours of work per month.

It is evident that the Village does have a substantial aggregate amount of work available to the Substitute Police Officers. However, it is apparent that none of the Substitute Police Officers performed more than a de minimis amount of this work on a regular basis.

At the time of the hearing, there were 16 individuals on the Village's Substitute Police Officer list. Two of the 16, Veloff and Wipperfurth, did not perform any work between January 1, 1990 and October 20, 1990. From January 1, 1990 through October 20, 1990, individual Substitute Police Officers worked as follows: Officer Loud worked three eight hour shifts in January, did not work in February or March, worked one eight hour shift in each of April and May, worked seven eight hour shifts in June, worked two eight hour shifts in July, did not work in August, worked two eight hour shifts in September and did not work in October; Officer Bley worked one eight hour shift in January, did not work any hours in February, worked one eight hour shift in March, worked two eight hour shifts in April, worked one eight hour shift in May, worked five eight hour shifts in June, worked four eight hour shifts in July, worked one eight hour shift in August, and did not work any hours in either September or October; Officer Van Horn did not work any hours in January, worked three eight hour shifts in February, did not work any hours in March, worked one eight hour shift in each of April and May, worked four eight hour shifts in June, worked two eight hour shifts in July, and worked one eight hour shift in each of August, September and October; Officer Sandridge did not work any hours in January, worked one eight hour shift in each of February and March, worked one eight hour shift in April, did not work in May or June, worked three eight hour shifts in July, worked two eight hour shifts in August, worked four eight hour shifts in September, and had eight hours of inservice in October; Officer Uselmann did not work any hours in January, worked two eight hour shifts in each of February and March, worked one eight hour shift in April, worked two eight hour shifts in May, worked five eight hour shifts in June, did not work any hours in July or August, worked one eight hour shift in September and did not work any hours in October; Officer Waller worked one eight hour shift in January, worked four eight hour shifts in February, worked two eight hour shifts in March, did not work any hours in April, worked two eight hour shifts in each of May and June, did not work any hours in July or August, and worked one eight hour shift in each of September and October; Officer Owen did not work any hours in January, February, or March, worked one eight hour shift in April, worked two eight hour shifts each in May and June, worked six shifts in July 7/, worked one eight hour shift each in August and September, and did not work any hours in October; Officer Kjentvet did not work in January, worked two eight hour shifts in February, did not work in March, worked one eight hour shift in April, did not work in May, worked three shifts in June 8/, did not work in July, worked one eight hour shift in August, worked two shifts in September 9/, and did not work in October; Officer Krebs did not work between January and June, worked one eight hour shift in June, worked two eight hour shifts in July, worked three eight hour shifts in August and had eight hours of inservice, worked two eight hour shifts in September and did not work in October; Officer Zager did not work between January and May, worked one eight hour shift in May, worked two eight hour shifts in June, worked one eight hour shift in July, worked two eight hour shifts in August, worked one eight hour shift in September and did not work in October; Officer Gregory did not work between January and March, worked one shift in March 10/, did not work any hours in April, worked one eight hour shift in May, worked two eight hour shifts in June, did not work any hours in July, worked one eight hour shift in August and did not work in September or October; Officer Hickox worked two eight hour shifts in January, did not work in February, worked three eight hour shifts in March, and did not work from March through October; Officer Shold did not work from January to March, worked one eight hour shift in April, did not work in May, worked two eight hour shifts in June, did not work from June through August, worked one eight hour shift in September and did not work in

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- 6/ If the June hours were discounted as not being indicative of the normal use of the Substitute Police Officers, the number of hours available to the Substitute Police Officers would decrease to approximately 980 hours.
- 7/ One shift was four hours and one was twelve hours.
- 8/ One shift was seven hours.
- 9/ One of these shifts was six hours.
- 10/ The March shift was seven hours.

