

STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

In the Matter of the Petitions of

WISCONSIN COUNCIL 40, AFSCME, AFL-CIO and  
OREGON SCHOOL DISTRICT

Involving Certain Employees of

OREGON SCHOOL DISTRICT

Case 21

No. 50856 ME-3394

Decision No. 28110-C

Appearances:

Mr. Michael Wilson, Staff Representative, Wisconsin Council 40, AFSCME, AFL-CIO, 8033 Excelsior Drive, Suite B, Madison, Wisconsin 53717-1903, appearing on behalf of the Union.

Melli, Walker, Pease & Ruhly, S.C., Attorneys at Law, by Mr. Douglas E. Witte, Suite 600, Insurance Building, 119 Martin Luther King, Jr. Boulevard, P. O. Box 1664, Madison, Wisconsin 53701-1664, appearing on behalf of the District.

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

On January 23, 1995, Wisconsin Council 40, AFSCME, AFL-CIO (herein the Union) filed a petition for unit clarification with the Wisconsin Employment Relations Commission, asking that five positions (four Secretary positions and one Printer position) be included in a bargaining unit of certain secretarial employees employed by the Oregon School District. Dennis P. McGilligan, a member of the Commission's staff, was assigned as Examiner in the matter on February 7, 1995. On February 21, 1995, the Union filed a pre-hearing brief in support of its petition for unit clarification. On March 28, 1995, the District filed with the Commission a Motion to Dismiss the petition, a brief in support of the Motion to Dismiss the unit clarification petition, and an Affidavit of Douglas E. Witte. The parties completed their briefing on the Motion on April 24, 1995. On August 11, 1995, the Commission issued an Order Denying Motion To Dismiss.

Thereafter, on September 14, 1995, the District filed a petition for unit clarification with the Commission asking that the Payroll Specialist position be excluded from the aforesaid bargaining unit. A hearing on the petitions was conducted in Oregon, Wisconsin, on September 18, 1995 and October 16, 1995. The hearing was transcribed. The parties submitted post-hearing briefs, the last of which was received December 15, 1995. The Commission, being fully advised in the premises, makes and issues the following

## FINDINGS OF FACT

1. Wisconsin Council 40, AFSCME, AFL-CIO, hereinafter the Union, is a labor organization which has its offices located at 8033 Excelsior Drive, Suite B, Madison, Wisconsin 53717-4040.

2. Oregon School District, hereinafter the District, is a municipal employer which has its offices at 200 North Main Street, Oregon, Wisconsin 53575-1499.

3. Pursuant to Oregon School District, Dec. No. 28110-A (WERC, 9/94), and after an election conducted by the Commission, the Union was certified as the exclusive bargaining representative of the following stipulated bargaining unit:

all regular full-time and regular part-time secretarial employes of the Oregon School District, excluding supervisory, managerial, confidential, casual, and all other employes.

4. On January 23, 1995, the Union filed a unit clarification petition requesting that the positions of Secretary to Director of Instruction, Secretary (Computer Technical Support Assistant), District Office, Secretary to Jan Bonsett-Veal, High School Secretary and District Printer, currently held by Rhonda Broihahn and Sue Weber (Broihahn and Weber "job share" the position of Secretary to Director of Instruction), Ann Irvin, Jeanne Batha, Helen Schoebel and Merritt "Skip" Bohse, respectively, be included in the existing bargaining unit described in Finding of Fact 3. The District contends that the aforesaid positions should continue to be excluded from the unit. In support of exclusion, the District first argues that the Secretaries to the Director of Instruction and to Jan Bonsett-Veal are confidential. The District next argues that the Computer Technical Support Assistant does not share a community of interest with and does not appropriately belong in the aforesaid secretarial unit. The District also argues that the High School Secretary is a confidential and supervisory employe. Finally, the District argues that the Printer is a supervisory and craft employe.

5. On September 14, 1995, the District filed a unit clarification petition requesting that the Payroll Specialist position, currently occupied by Kathy Mather, be excluded from the secretarial unit as confidential.

6. The District consists of five schools: Oregon High School, Oregon Middle School, Netherwood Knoll Elementary, Prairie View Elementary and Brooklyn Elementary. The District employs approximately 500 people. Linda Barrows is the Superintendent with overall authority and there are four additional District administrators who have various responsibilities. They are Jan Bonsett-Veal, Director of Special Education, Cal Callaway, Director of Instruction, Roger Price, Business Manager and Jim Olstad, Director of Transportation.

7. The District has a number of employes who are represented for the purposes of collective bargaining. The teachers are represented by the Wisconsin Education Association and have been for a number of years. The District's negotiating committee for the teachers' negotiations consists of representatives from the School Board assisted by Superintendent Barrows, Business

Manager Price, Director of Special Education Bonsett-Veal and Director of Instruction Callaway.

8. The maintenance and operations employees have been represented by the Union for approximately four years. The negotiating committee for the District formerly consisted of the Superintendent and the Business Manager; however, it has recently consisted of the Business Manager and his Secretary, Marlene Carey, who acts as the note taker for all the negotiation sessions.

9. The food service employees have been represented by the Union for approximately two years. The Superintendent and the Business Manager conducted the negotiations for the District for the food service contract.

10. The educational assistants have been represented by the Union for a little more than a year and are in the process of negotiating their first contract. Initially, the educational assistants were represented in two separate bargaining units; one consisting of assistants who were school district professional employees and the other consisting of assistants who were not school district professional employees. However, subsequent to 1995 Wisconsin Act 27 being passed, the District and the Union agreed to merge those two units into one unit. Director of Special Education Bonsett-Veal and Business Manager Price are on the District's negotiating committee for the educational assistants' negotiations and have recently utilized Bonsett-Veal's Secretary, Jeanne Batha, as a recorder.

11. The secretaries have been represented by the Union for over a year and are involved in negotiations for an initial agreement. The secretarial bargaining unit consists primarily of building secretaries but also includes a number of individuals who perform secretarial tasks in the District's Services Office. The Superintendent and Business Manager are on the District's negotiating committee for the secretarial contract.

12. The District Services Office houses a wide range of functions and personnel (approximately 25) including administrators, directors, coordinators and support staff who work in areas including computer technology, curriculum, finance, food service, human resources, office services, special education, special services (e.g. Gifted and Talented, Reading/Language Arts, Chapter 1), school-to-work and transportation. Donna Williams is the Finance Director and Office Manager and in this capacity supervises a number of individuals including Kathy Mather, Ann Irwin, Jeanne Batha, Sue Weber and Rhonda Broihahn. Tabatha Gundrum is the Human Resources Coordinator. Deborah Ray is the Administrative Assistant to the Superintendent. Although Ray is excluded from the bargaining unit as a confidential employee, she spends less than 20 percent of her time in confidential matters. Typing is the major portion of her job. Marlene Carey is the Financial Assistant/Confidential Secretary to the Business Manager. Carey spends 30 percent of her time performing confidential duties including typing collective bargaining proposals and grievance responses. She spends 20 percent of her time providing secretarial support to the Business Manager and 50 percent acting as a Financial Assistant to the Finance Director.

13. Rhonda Broihahn and Sue Weber are jointly responsible through a "job sharing" arrangement for providing secretarial support to Director of Instruction Callaway. In addition to being a member of the District's negotiating team for the teachers' negotiations, Callaway is

responsible for evaluating some teachers on a yearly basis (during the year preceding the hearing he evaluated five teachers) and certain disciplinary matters involving teachers. The job description for this secretary position lists as a job responsibility the "ability to handle confidential matters". Both Broihahn and Weber type teacher evaluations which are ultimately submitted to the teachers. Broihahn has not typed any disciplinary actions while Weber has typed "reprimands" which were ultimately submitted to the employe involved.

In addition, Broihahn and Weber have responsibilities as backup to Ray, Administrative Assistant to the Superintendent, which could include the performance of confidential duties. However, they have not yet had to perform any duties in this backup role relating to discipline, grievances, collective bargaining, labor relations, typing or copying closed school board meeting minutes or litigation.

14. Rhonda Broihahn and Sue Weber do not have sufficient access to, knowledge of and participation in confidential labor relations matters so as to render them confidential employes.

15. Ann Irwin currently occupies the position of Computer/Technology Support Assistant. Previously, she held the position of Secretary for the Curriculum Coordinator. Irwin left that position because she wanted to work with computers and the "technical" area of school support.

The District's computer/technology department consists of four individuals. Mike Way, a teacher bargaining unit employe, is the Coordinator and he is supported by technicians Tim D'Antoni, Larry Waefler and by Irwin. Way directs the day-to-day work flow in said department, however, Donna Williams is the supervisor of Irwin, D'Antoni and Waefler with respect to overtime, discipline and evaluations. D'Antoni and Waefler are not included in any bargaining unit.

The District has approximately 750 to 800 computers which are all networked and controlled from a central location. Four of the schools are on one network system, and the remaining elementary school is on a separate network. The computer/technology department is responsible for the software and hardware operation of the computers and all other audio/visual or related equipment and is located at one end of the District's office building near other support staff, but in a separate area.

Irwin is in charge of the integrity of the software programs, the hardware, the network and the users. If there is a problem with the system, for example if it "crashes", Irwin works with a technician to troubleshoot the problem.

16. Irwin has day-to-day contact, mostly over computer issues, with administrators, teachers, support staff, food services and maintenance personnel, which primarily takes place over the phone, although she does go to the five buildings on occasion.

Irwin's hours are generally 7:00 a.m. to 3:30 p.m., however, depending on problems which may occur with the computer system, she has worked as early as 5:30 a.m. and stayed as late as 10:00 p.m. She generally schedules her own overtime based on the needs of the computer system.

Irwin's contact with individuals in the secretarial bargaining unit occurs when she is working on a computer problem/question or on a casual basis when proceeding to and from the FAX machine or photocopier, etc. Although Way directs the day-to-day activities of the department as noted above, Irwin basically establishes her own daily work schedule based on what needs to be done. Irwin is presently enrolled at Madison Area Technical College (MATC) taking computer classes.

Irwin's position was included with the "exempt" (non-represented) employees (as were all the secretarial-clerical employees prior to the aforesaid election and certification of the secretarial bargaining unit) and as such she met with "exempt" employees to discuss the policies that were "set" by the District prior to formation of the instant bargaining unit. Irwin continues to be included with the "exempt" group of employees who meet with the District to discuss various terms and conditions of employment.

17. Ann Irwin's position does appropriately belong in the aforesaid secretarial bargaining unit.

18. Jeanne Batha currently occupies the position of Special Education Administrative Secretary, and is the primary secretary to Jan Bonsett-Veal, the Director of Special Education. Bonsett-Veal has significant labor relations responsibilities with the District including involvement with two sets of negotiations, (teachers and educational assistants). Batha has responsibility for filing Bonsett-Veal's proposals and notes regarding teacher bargaining, including items which are to be discussed at the next meeting. These include bargaining materials both from joint sessions as well as from the District's separate caucuses.

Batha has also been involved in typing proposals and has been utilized as a note taker for the educational assistants' negotiation sessions. These recently added responsibilities include attending caucuses and revising proposals. They were given to Batha because the District's negotiating representatives (Price and Bonsett-Veal) needed help with communications and "keeping track of things" and Price's secretary and finance assistant, Marlene Carey, had enough to do acting as recorder for the custodial negotiations along with her other duties and responsibilities. Also, Batha had asked to have her position reviewed, and to be assigned additional responsibilities.

19. Batha has been involved in typing and handling responses to grievances filed by teachers and educational assistants (four grievances in the last six months) which includes typing memos between Bonsett-Veal and the Superintendent or the Business Manager. Virtually all these documents go through a drafting process in which items are changed.

Batha has been involved in typing documents, and copying and assembling materials regarding a lawsuit between a teacher and the District after the District terminated the teacher. This lawsuit went on over the course of a year to eighteen months and during that time Batha helped gather and provide materials for the District's legal counsel involved in that proceeding.

Batha also is involved in typing teacher evaluation documents. These evaluations are

eventually submitted to the teachers, however, the drafts of the evaluations are not. Batha has some informal input into teacher evaluations because she is responsible for all special education paperwork and knows whether the teachers are fulfilling all of their requirements. Batha also monitors special education compliance by other employees and alerts her supervisor Bonsett-Veal to any problems.

Batha has been responsible for doing correspondence regarding the termination of teachers as well as educational assistants.

Bonsett-Veal is also the District's Section 504 Coordinator and related to that duty Batha has been responsible for taking the minutes of hearings regarding discrimination complaints (based on race, sexual orientation, religion, etc.) filed by students. These hearings are a preliminary stage to what eventually could involve further litigation with the District. In addition, if an employee of the District is involved in the allegations and the allegations have merit, there is the potential for disciplinary action.

Batha works with the Section 66.30 cooperative contracts the District enters into with other school districts. As such, she needs to know the salaries for educational assistants and teachers and has been provided this information even when negotiations have been ongoing. During the processing of those contracts, Batha has been informed of the potential ranges (involving teacher and educational assistants) to use to prepare those contracts.

Batha spends about 70 percent of her time on special education, 20 percent with educational assistants and 10 percent with pupil services and related matters. About 20 percent of her total time is spent on confidential labor relations matters. Batha has asked (and the District is agreeable) for a new job description and title based on added responsibilities and her willingness to accept more duties and responsibilities to assist Bonsett-Veal in her position.

Jeanne Batha has sufficient access to, knowledge of and participation in confidential labor relations matters so as to render her a confidential employee.

20. Helen Schoebel currently occupies the position of Secretary to the High School Principal/Office Manager. She has held this position for approximately 16 years. At least 50 percent of her time is spent serving as Secretary to the Principal and the rest of her time is spent managing the office. Schoebel directs the work of five employees in the main office: Sandy Zimmerman, Janice Miles, Nancy Sheldon, Lynn Klinke and Bev Ballweg as well as Diane Staffon, who works in the teacher workroom. Each of these individuals has their own supervisor. However, Schoebel exercises independent judgment in assigning, prioritizing and coordinating some of their work. If a project requires overtime, Schoebel will approve that overtime without checking with a higher authority if she is confident such approval would be given if sought. Schoebel also has the authority to make a determination that the high school office needs additional secretarial assistance and she has called in temporary substitutes with the principal's approval.

Schoebel participates in the hiring of secretarial/clerical employees in the high school office as part of a hiring committee. The committee generally includes the direct supervisor of the

potential employe as well as one or more teachers. Each committee member has a vote and the best candidate in the view of at least a majority of the committee is recommended to the District for hire.

Schoebel has assisted in the evaluations of each of these six individuals whose work she directs. She is involved in resolving disputes or complaints which occur between the employes with whom she works.

21. Schoebel is responsible for typing all of the High School Principal's correspondence, some of which is confidential. In addition, Schoebel is responsible for attending all administrative team meetings and taking the minutes of those meetings. At those meetings, faculty and support staff personnel issues are discussed. Schoebel is also sometimes exposed to District bargaining strategy and potential grievance arbitration strategy at these meetings. Finally, Schoebel is responsible for typing teacher and support staff evaluations, including drafts.

Although the confidential duties Schoebel performs do not take up a significant portion of her time, she is the only employe at the high school available to perform these duties in support of the High School Principal.

Helen Schoebel has sufficient access to, knowledge of, and participation in confidential labor relations matters so as to render her a confidential employe.

22. Merritt "Skip" Bohse currently occupies the position of Printer. Bohse spends all of his time either setting up for printing or printing. The machinery and presses in the department include a Xerox 1080 copier, A.B. Dick 369 offset, Multilith 1250 and Davidson 500. Bohse operates this equipment. Kris Deininger, part-time Print Shop Clerk, generally uses the copier, paper drill and stand alone collator.

Deininger does the "short copy jobs", generally 150 copies or less. Bohse does the lengthier jobs "so that when she leaves, the lengthier jobs are there so I can run the press and the paper drill and the copier simultaneously". Deininger's hours are somewhat flexible depending on the amount of work. If there is work to do, the Clerk will stay voluntarily at least until noon.

Bohse is directly responsible for supervising the Print Shop Clerk. He was involved in the interviewing process for the hiring of the Clerk and recommended her hiring. There have been no formal evaluations of the Clerk's work, all evaluation to date has been informal. If she needs time off, she seeks Bohse's approval. Bohse is ultimately responsible for the work product which comes out of the print shop and is responsible for deciding which work gets done in which order. Deininger is a very good worker who does not need much direction. However, if the need for discipline arises, Bohse has that authority.

Merritt "Skip" Bohse does possess and exercise supervisory duties and responsibilities in sufficient combination and degree to render him a supervisory employe.

23. Kathy Mather currently occupies the Payroll Specialist position. She has been employed by the District since April 1995. Her position has been included in the secretarial

bargaining unit. Her duties include processing the payroll and taking care of all of the insurance bills. In addition, she is responsible for collecting and checking time sheets on a weekly basis, making sure all absences are recorded and all hours are proper. Mather is also responsible for making sure that all of the individual employment contracts are set up properly. There are no confidential duties listed on either the job description for the Payroll Specialist or the cross-training duties for Payroll Specialist. She has no involvement in collective bargaining, contract administration, grievance processing or litigation of any kind.

In the most recent teachers' settlement, both parties agreed not to distribute or to share any of the settlement materials until such time as the tentative agreement was ratified. The Payroll Specialist wanted to start working on retroactive pay, but was told she would have to wait until ratification. There have been other times when the Business Manager wanted to ask the Payroll Specialist a question but couldn't because "it dealt with strategies that were happening within negotiations and dealt with something that I couldn't reveal to a unit employe". In the future, Price would like to get payroll information in preparation for budget and negotiations from the Payroll Specialist. In the past, others in the finance department provided this information.

Mather does not have sufficient access to, knowledge of, or participation in confidential labor relations matters to render her a confidential employe.

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

#### CONCLUSIONS OF LAW

1. Rhonda Broihahn and Sue Weber, occupants of the Secretary to the Director of Instruction position in the District, are not confidential employes within the meaning of Sec. 111.70(1)(i), Stats., and therefore are municipal employes within the meaning of Sec. 111.70(1)(i), Stats., properly included within the bargaining unit noted in Finding of Fact 3.
2. Ann Irwin, the occupant of the Computer/Technology Support Assistant position in the District, is appropriately included within the bargaining unit noted in Finding of Fact 3.
3. Jeanne Batha, the occupant of the Special Education Administrative Secretary position in the District, is a confidential employe within the meaning of Sec. 111.70(1)(i), Stats. and therefore is not a municipal employe within the meaning of Sec. 111.70(1)(i), Stats.
4. Helen Schoebel, the occupant of the Secretary to the High School Principal position in the District, is a confidential employe within the meaning of Sec. 111.70(1)(i), Stats., and therefore is not a municipal employe within the meaning of Sec. 111.70(1)(i), Stats.
5. Merritt "Skip" Bohse, the occupant of the Printer position in the District, is a supervisory employe within the meaning of Sec. 111.70(1)(o)1, Stats., and therefore is not a municipal employe within the meaning of Sec. 111.70(1)(i), Stats.



6. Kathy Mather, the occupant of the Payroll Specialist position in the District, is not a confidential employe within the meaning of Sec. 111.70(1)(i), Stats., and therefore is a municipal employe within the meaning of Sec. 111.70(1)(i), Stats., properly included within the bargaining unit noted in Finding of Fact 3.

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

ORDER CLARIFYING BARGAINING UNIT 1/

1. The positions of Secretary to the Director of Instruction, Computer/Technology Support Assistant, and Payroll Specialist are hereby included in the bargaining unit described in Finding of Fact 3.

---

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.

(Continued on page 10)

2. The positions of Special Education Administrative Secretary, High School Secretary and Printer are hereby excluded from the bargaining unit described in Finding of Fact 3.

Given under our hands and seal at the City of Madison, Wisconsin, this 26th day of April, 1996.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By James R. Meier /s/  
James R. Meier, Chairperson

Herman Torosian /s/  
Herman Torosian, Commissioner

A. Henry Hempe /s/  
A. Henry Hempe, Commissioner

---

1/ (Continued)

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 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.

OREGON SCHOOL DISTRICT

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

The background facts, procedural development and basic positions taken by the parties in this case are as stated in the preface and Findings of Fact.

POSITIONS OF THE PARTIES

The Union

The Union argues that the Payroll Specialist should continue to be included in the bargaining unit represented by the Union and that the Printer, Secretary to the High School Principal/Office Manager, Secretaries to the Director of Instruction, Computer/Technology Support Assistant, and Special Education Administrative Secretary should be accreted to the bargaining unit certified by the Commission in Oregon School District, Decision No. 28110-A (WERC, 9/94).

In support thereof, the Union argues that the Secretaries to the Director of Instruction do not have any responsibility for information which could be considered confidential.

The Union also argues that the Payroll Specialist has no involvement in collective bargaining, in contract administration or in litigation of any kind. The Union adds that access to payroll records, fringe benefit information and personnel records does not qualify the position as confidential. Providing information for use by the employer in collective bargaining likewise does not render the position involved confidential, according to the Union. The Union opines that it is significant that the Payroll Specialist does not have access to the District's collective bargaining strategy. Finally, the Union rejects the District's reliance on its reluctance to let the Payroll Specialist begin computing retroactive pay in the teachers' settlement as an example of the Payroll Specialist's impact on employer strategy in collective bargaining stating "Retro pay hardly qualifies as a confidential issue in the labor relationship, whereas it is the very product of the collective bargaining process between the Employer and the employees".

The Union next argues that the Commission should rely on the testimony of the Printer as to actual job duties and disregard the job description, particularly given the history of its creation. In this regard, the Union maintains the Printer does not exhibit sufficient degree and combination of supervisory criteria to be excluded as a supervisor as defined at Sec. 111.70(1)(o), Stats., because the Printer spends all of his time either setting up for printing or printing and only has minor supervisory duties such as participating in employment interviews and adjusting vacation schedules. The Union also maintains that the record does not support a finding, as alleged by the District, that the Printer is a craft employe.

The Union further argues that the Secretary to the High School Principal/Office Manager primarily supervises an activity as opposed to supervising employees. In this regard, the Union

points out that the incumbent in this position spends at least 50 percent of her time as Secretary to the Principal; that the five secretaries in the high school office, in addition to the aforesaid incumbent, are each supervised by a separate administrator; that said incumbent may assign work to these secretaries based on "who is not so busy"; that the High School Principal's secretary does not have effective authority to discipline or discharge employees; that she has minor participation in the hiring process by serving on committees which screen and interview job applicants; that she does not adjust employee grievances, evaluate employees, normally approve overtime or call in substitutes, or check sick leave requests. The Union adds that said employee's involvement in or knowledge of the District's strategy in collective bargaining, contract administration and litigation is incidental to her position.

Regarding the Computer/Technology Support Assistant, the Union argues that formation of a fifth bargaining unit amongst the support staff of the District is contrary to the anti-fragmentation policy found at Sec. 111.70(4)(d)2.a., Stats. The Union argues that there is sufficient community of interest with the secretarial/clerical unit to accrete the Assistant to said bargaining unit.

Finally, the Union contends that the District is not entitled to an inordinately large number of confidential employees and that the District made a "superficial assignment of Jeanne Batha as a note taker during future negotiations with educational assistants" in a bad faith effort to manipulate confidential status to gain additional exclusions from the bargaining unit beyond those which normally would be warranted. The Union claims another employee can perform any of the de minimis confidential duties performed by Batha without undue disruption and that her position should be included in the bargaining unit.

### The District

The District initially asks the Commission to reconsider its decision not to honor parties' stipulations when they concern a statutory exclusion. The District again argues that there is no sound basis for the Commission's policy. The District disputes "the strained reasoning the Commission has used to justify its continued adherence to its policy of not honoring stipulations" found in the Commission Order dated August 11, 1995 denying the District's Motion to Dismiss the Union's unit clarification petition. 2/

Regarding the issues raised over the bargaining unit status of the employee in question, the District maintains that Jeanne Batha performs sufficient confidential work to meet the definition of a confidential employee, even without the additional duties of typing proposals and taking notes for the negotiation sessions involving the educational assistants that were recently assigned to her. Those other confidential duties and responsibilities include, according to the District, sufficient access to and involvement in confidential labor relations matters as the primary Secretary to the Director of Special Education, who has significant labor relations responsibilities within the District; involvement in typing and handling responses to grievances filed by teachers and educational assistants; involvement in typing documents, and copying and assembling materials

---

2/ Oregon School District, Decision No. 28110-B (WERC, 8/95).

regarding a lawsuit between a teacher and the District after the District terminated the teacher; typing teacher evaluations including the drafts; doing correspondence regarding the termination of educational assistants; acting as the District's Section 504 Coordinator and taking the minutes of hearings regarding complaints filed by students and parents alleging discrimination involving their participation in school activities, and working with the Section 66.30 contracts in the District which involve cooperative agreements with other school districts and knowledge of salary ranges for educational assistants and teachers.

The District rejects the Union's claim that it provided Batha with additional confidential duties in an effort to assure her exclusion, as well as the Union's allegation that it has a sufficient number of confidential employees. The District also attacks the significance of the Union's claim that Batha's confidential work does not amount to a significant percentage of her time since "the fact these duties do not involve a large portion of her time is a tribute to the fact that Ms. Batha is an efficient secretary, not an indication that she is not a confidential secretary". The District points out that Batha's duties, at her own request, are increasing in the confidential area, and that the District's assignment of additional confidential work is logical and in good faith.

The District next argues that because the Director of Instruction has significant labor relations responsibility, the two clerical employees assigned as his Secretary are confidential, even though the amount of their confidential work is not significant. The District adds that both employees also have responsibilities as backup to the Administrative Assistant to the Superintendent wherein they might have to type Board of Education minutes, including closed sessions and other confidential matters. The District notes that one of the two employees who share this position, Sue Weber, also has responsibility for typing some teacher evaluations and takes minutes at some administration meetings where the possibility of discipline is discussed. The District maintains that this provides an additional basis for excluding said position from the bargaining unit.

The District argues that the Payroll Specialist should also be excluded from the bargaining unit as confidential because the position needs to be available to provide information on budget and negotiation preparation. The District adds that the Payroll Specialist would be used more in confidential matters if she was not in the bargaining unit. The District points out that the Payroll Specialist is responsible for collecting and checking time sheets on a bi-weekly basis, making sure all absences are recorded and all hours proper, as well as for making sure that all of the individual employment contracts are set up properly.

The District maintains that the Secretary to the Senior High School Principal/Office Manager, Helen Schoebel, should continue to be excluded from the bargaining unit because she is both a supervisor and a confidential employee. As evidence of her supervisory status, the District contends that Schoebel supervises six employees, has been on a hiring committee which was involved in hiring several employees, has effective authority to recommend the discharge or discipline of the aforesaid employees, has been involved with evaluations and in resolving grievances or complaints, directs the work flow in the high school office, approves overtime, makes recommendations regarding sick leave or personal leave, and is paid on a salary basis at a rate which is significantly higher than the individuals she supervises. The District rejects the Union's allegation that she supervises an "activity" rather than employees or that her supervisory authority is

diluted because she shares her authority over some of the people she supervises with other supervisors.

As evidence of Schoebel's confidential status, the District claims she has a number of confidential duties in her role as Secretary to the High School Principal and note taker for all administrative team meetings. The District concedes that the confidential duties Schoebel performs do not take up a significant portion of her time, but argues that she is the only individual available to perform these duties and therefore should be excluded as a confidential employe.

The District argues that the Printer position is a combination of a supervisor and craft employe. With respect to the supervisory aspect of the job, the District maintains that the Printer is directly responsible for supervising the Print Shop Clerk; that the Printer was involved in the interviewing process for the hiring of the Clerk and recommended her hiring; that he has the authority to discipline her and is ultimately responsible for the work product which comes out of the print shop. In addition to being a supervisor, the District claims said position "has evolved into more or less a craft position" because of the expanded District printing function and because of the incumbent's experience in graphic arts and printing and ability to operate a number of technical machines including plate makers and an offset press. The District concludes that the incumbent in said position is the equivalent of a journeyman printer and falls within the Commission's craft definition because of his experience, duties and responsibilities.

Finally, the District argues that the Computer/Technology Support Assistant position does not belong in a unit of "secretarial" employes which excludes "all other employes". In addition, the District opines that the aforesaid position shares a much greater community of interest with other employes in the computer/technology department who are also unrepresented. The District rejects the Union's claim that failure to include said position in the bargaining unit would result in undue fragmentation, citing bargaining history in support thereof.

## DISCUSSION

### Preliminary Issues

In August 1995, we denied the District's Motion to Dismiss this Petition. The District asserts our decision was erroneous. We are satisfied that our earlier decision remains correct and again reject the District's position to the contrary.

### Applicable Legal Standards

In determining whether a disputed position is confidential, supervisory, or appropriately belongs in the secretarial bargaining unit, the Commission will rely upon the following definitions and criteria.

### Confidential Status

The Commission has established that a confidential employe must participate in matters

involving the consideration of confidential information relating to labor relations, or must have access to or knowledge of confidential information relating to labor relations. For information to be confidential, it must (a) deal with the employer's strategy or position in collective bargaining, contract administration, litigation or other similar matters pertaining to labor relations and grievance handling between the bargaining representative and the employer and (b) be unavailable to the bargaining representative. 3/ A de minimis exposure to confidential materials is generally insufficient grounds for excluding an employe from a bargaining unit. 4/

The confidential exclusion protects a municipal employer's right to conduct its labor relations through employes whose interests are aligned with those of management, rather than risk having confidential information handled by people with conflicting loyalties who may be subjected to pressure from fellow bargaining unit members. 5/ Thus, notwithstanding the actual amount of confidential work conducted, but assuming good faith on the part of the employer, an employe may be found to be confidential where the person in question is the only one available to perform legitimate confidential work, 6/ and, similarly, where a management employe has significant labor relations responsibility, the clerical employe assigned as her or his secretary may be found to be confidential, even if the actual amount of confidential work is not significant, where the confidential work cannot be assigned to another employe without undue disruption of the employer's organization. 7/ On the other hand, an employer clearly cannot be allowed to exclude an inordinately large number of employes by spreading the work of a confidential nature among such employes or giving them occasional tasks of a confidential nature. 8/ To do so would be to allow the employer to deprive said employes of their status as "employes" under the law. 9/

Information available to either the union or the employe is not considered to be confidential. 10/ For example, access to personnel files is not typically sufficient to confer confidential status because the information contained therein is typically accessible to employes or their union 11/ and

---

3/ Crawford County, Dec. No. 16931-B (WERC, 9/89); Nicolet Area Technical College, Dec. No. 23366-C (WERC, 3/93).

4/ Boulder Junction Joint School District, Dec. No. 24982 (WERC, 11/87).

5/ Cooperative Educational Service Agency No. 9, Dec. No. 23863-A (WERC, 12/86).

6/ Town of Grand Chute, Dec. No. 22934 (WERC, 9/85).

7/ Howard-Suamico School District, Dec. No. 22731-A (WERC, 9/88).

8/ Marshfield Joint School District No. 1, Dec. No. 14575-A (WERC, 7/76).

9/ Menomonee Falls Jt. School Dist. No. 1, Dec. No. 11669 (WERC, 3/73); Cudahy Board of Education, Dec. No. 12087 (WERC 8/73).

10/ De Pere School District, Dec. No. 25712-A (WERC, 10/90).

11/ Appleton Area School District, Dec. No. 22338-B (WERC, 7/87).



because the employer can limit access if it chooses. 12/ Likewise, access to the information and records concerning employes' pay levels, health and life insurance benefits, unemployment compensation, leave, retirement, etc. does not exclude an employe as confidential unless such employe is privy to decisions of the employer with respect to personnel and labor relations policies. 13/ In addition, providing information for use by the employer in collective bargaining or in responding to grievances, absent knowledge of the employer's grievance or bargaining strategy, generally does not render a position confidential within the meaning of the law. 14/

Finally, possible future confidential duties combined with current exposure to confidential matters may warrant a position's exclusion as confidential 15/ or such future duties and responsibilities may be too speculative or de minimis to warrant exclusion from the bargaining unit as confidential. 16/

### Supervisory Status

In determining if a position is supervisory, the Commission considers the following criteria:

1. The authority to effectively recommend the hiring, promotion, transfer, discipline or discharge of employes;
2. The authority to direct and assign the work force;
3. The number of employes supervised, and the number of other persons exercising greater, similar or lesser authority

---

12/ Waukesha Joint School District No. 1, Dec. No. 10823-A (WERC, 3/81).

13/ City of Milwaukee, Dec. No. 11971 (WERC, 7/73). See also Outagamie County, Dec. No. 14062 (WERC, 10/75).

14/ City of Cudahy, Dec. No. 21887 (WERC, 8/84).

15/ Manitowoc County, Dec. No. 8152-J (WERC, 11/90).

16/ Waukesha Joint School District No. 1, Dec. No. 10823-A (WERC, 3/81).

over the same employees;

4. The level of pay, including an evaluation of whether the supervisor is paid for his or her skills or for his or her supervision of employees;
5. Whether the supervisor is primarily supervising an activity or is primarily supervising employees;
6. Whether the supervisor is a working supervisor or whether he or she spends a substantial majority of his or her time supervising employees; and
7. The amount of independent judgment exercised in the supervision of employees. 17/

It is not necessary that all the indicia of supervisory status be present to find a position to be supervisory. Rather, the question is whether those factors are present in sufficient combination and degree to establish such supervisory status. 18/ Minor supervisory duties, such as participating in employment interviews and adjusting vacation schedules, will not in and of themselves elevate a position to supervisory status. 19/ A conclusion that a position is supervisory may be based upon the incumbent's exercise of such authority over non-unit personnel. 20/ Job descriptions may well be helpful in the determination of employment duties, but of greater weight in determining supervisory status are the actual duties performed. 21/

#### Appropriate Inclusion in a Bargaining Unit

The Commission has discussed the factors it looks at to determine whether it is appropriate to include positions in a bargaining unit based upon an agreement between the parties.

When determining whether an agreement to include or exclude positions from a unit exists, we examine all relevant

---

17/ Wood County, Dec. No. 9140-B (WERC, 5/92); Muskego-Norway School District, Dec. No. 1085-A (WERC, 12/91); Kenosha County (Brookside Care Center), Dec. No. 19435-C (WERC, 9/91); City of Lancaster, Dec. No. 27180 (WERC, 2/92).

18/ Id.

19/ City of Milwaukee, Dec. No. 16483 (WERC, 8/78).

20/ City of Two Rivers (Police Dept.), Dec. No. 21959-A (WERC, 2/91); and City of Lake Geneva, Dec. No. 18507 (WERC, 3/81).

21/ City of Cudahy (Library), Dec. No. 26680 (WERC, 11/90).

evidence including any agreement by the parties to a bargaining unit description, any agreement by the parties to the eligibility list utilized in the election; the historical inclusion or exclusion of the position from the unit, and pertinent bargaining proposals or contract provisions. Thus, an agreement to include or exclude positions need not be explicitly stated by the parties and can be established by circumstantial evidence. However, unless we are satisfied that the agreement was clearly understood by all parties, we will not honor same 4/ and will proceed to meet our statutory obligations under Sec. 111.70(4)(d)2.a., Stats. to determine "the appropriate bargaining unit for the purpose of collective bargaining". (footnote omitted) 22/

Section 111.70(4)(d)2.a., Stats. provides general direction to the Commission as to unit composition issues and states:

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

When exercising our statutory discretion under Sec. 111.70(4)(d)2.a., Stats. to determine whether a proposed bargaining unit is appropriate or whether it is appropriate to include a position in an existing unit, the Commission has consistently considered the following factors:

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 the wages, hours and working conditions of other employees.
4. Whether the employees in the unit sought share separate or common supervision with all other employees.
5. The degree to which the employees in the unit sought have a common or exclusive workplace.

---

22/ Wisconsin Dells School District, Dec. No. 24604-C (WERC, 10/92).

6. Whether the unit sought will result in undue fragmentation of bargaining units.
7. Bargaining history. 23/

We have used the phrase "community of interest" as it appears in Factor 1 as a means of assessing whether the employees participate in a shared purpose through their employment. We have also used the phrase "community of interest" as a means of determining whether employees share similar interests, usually -- though not necessarily -- limited to those interests reflected in Factors 2 through 5. This definitional duality is of long standing, and has received the approval of the Wisconsin Supreme Court. 24/

---

23/ Colby School District, Dec. No. 27502 (WERC, 12/92).

24/ Arrowhead United Teachers v. WERC, 116 Wis.2d 580, 592 (1984):

. . . when reviewing the commission's decisions, it appears that the concept (community of interest) involves similar interests among employees who also participate in a shared purpose through their employment. (Emphasis supplied).

The fragmentation criterion reflects our statutory obligation to "avoid fragmentation by maintaining as few units as practicable in keeping with the size of the total municipal workforce".  
25/

The bargaining history criterion involves an analysis of the way in which the workforce has bargained with the employer or, if the employees have been unrepresented, an analysis of the development and operation of the employe/employer relationship. 26/ Although listed as a separate component, under some circumstances, analysis of bargaining history can provide helpful insights as to how the parties, themselves, have viewed the positions in question in the past from the standpoint of both similar interests and shared purpose.

Based upon long-standing Commission precedent, it is well established that within the unique factual context of each case, not all criteria deserve the same weight 27/ and thus a single criterion or a combination of criteria listed above may be determinative. 28/ Consequently, the Commission gives effect to the aforesaid statutory provision by employing a case-by-case analysis 29/ "to avoid the creation of more bargaining units than is necessary to properly reflect the

---

25/ Section 111.70(4)(d)2.a., Stats.

26/ Marinette School District, Dec. No. 27000 (WERC, 9/91).

27/ Shawano-Gresham School District, Dec. No. 21265 (WERC, 12/83); Green County, Dec. No. 21453 (WERC, 2/84); Marinette County, Dec. No. 26675 (WERC, 11/90).

28/ Common purpose Madison Metropolitan School District, Dec. Nos. 20836-A and 21200 (WERC, 11/83); similar interests, Marinette School District, *supra*; fragmentation, Columbus School District, Dec. No. 17259 (WERC, 9/79); bargaining history, Lodi Joint School District, Dec. No. 16667 (WERC, 11/78).

29/ Appleton Area School District, Dec. No. 18203 (WERC, 11/80).

employees' community of interest." 30/

## DISCUSSION

### Secretary to the Director of Instruction

The District argues that the Secretary to the Director of Instruction position, currently occupied by Rhonda Broihahn and Sue Weber in a "job sharing" arrangement, has sufficient confidential duties to be excluded from the bargaining unit. The record, however, does not support that finding.

While it is true, as pointed out by the District, that the supervisor for this position (Director of Instruction Cal Callaway) has significant labor relations responsibilities and that the job description for this position lists as a job responsibility the "ability to handle confidential matters" the incumbents in this position actually perform only a de minimis amount of confidential duties. These include typing teacher evaluations given to the teachers, and "reprimands" also given to the employees involved. However, except for the drafts of these documents, this is not information which can be considered confidential since it is provided to the employees in question. Broihahn and Weber do not perform any duties relating to formal employee discipline, grievances, collective bargaining, labor relations or litigation. Potential future duties relating to cross-training for the position held by Debra Ray, Secretary to the Superintendent, which could involve the performance of confidential duties but which heretofore have not been performed, are too speculative to warrant consideration for exclusion from the bargaining unit as confidential.

The Commission is persuaded by the record that the few confidential duties Broihahn and Weber now perform can readily be performed by other employees in the District, including Jeanne Batha. Thus, this case is distinct from the facts in the Dunn County decision cited by the District (Dec. No. 8170-A, WERC, 10/91) because the amount of confidential work is de minimis and can be performed by other confidential employees.

### Computer/Technology Support Assistant

In the election proceeding which led to the creation of this unit, the Union sought and the District agreed to a unit generically described as all "secretarial" employees. When the parties were attempting to agree on which employees would be eligible to vote in the election, the Union asserted that Irwin (whose position was then identified by the Union as Computer Coordinator) should be

---

30/ Area Board of Vocational, Technical and Adult Education District No. 1, Dec. No. 11901 (WERC, 5/73).

included in the "secretarial" unit and thus be eligible to vote. The District responded by arguing Irwin was a "confidential" employe who could not be included. The Union elected not to dispute the District's contention, and Irwin was not eligible to vote in the election and is presently excluded from the unit.

In the context of this proceeding, the District has abandoned the contention that Irwin is confidential and now argues that Irwin is not appropriately included in a "secretarial" unit.

Initially, we note that this is not a case in which it can reasonably be asserted that the parties have agreed Irwin is not "secretarial". The Union sought her unit inclusion in the election proceeding and her ultimate exclusion was based on alleged "confidential" status. Nor is this a case in which the existing unit composition demonstrates an intent by the parties to narrowly construe the term "secretarial". We note in this regard that the Print Shop Clerk (whose job duties primarily consist of operation of a copying machine and delivery of copied materials) is included in the unit.

Given the foregoing, our task is limited to determining whether placement of the Computer/Technology Support Assistant position in the secretarial unit is appropriate.

As discussed earlier herein, we look at a variety of factors when assessing the appropriateness of a unit or of placing a position in an existing unit. The "community of interest" factor has been used (1) to measure whether employes participate in a shared purpose through their employment and (2) as a shorthand reference to a comparison of employes' duties, skills, wages, hours, working conditions, supervision and work location.

Like other employes in the unit, Irwin's purpose is the enhancement of efficient and effective communication in support of the District's educational mission. Her duties and skills are somewhat distinct from other unit employes. The record does not provide sufficient information for us to specifically make a wage and fringe benefit comparison with other unit employes. However, we would infer from their former common inclusion in the "exempt" compensation group that her wages and fringes are more comparable than not to those of secretarial unit employes. While her work is directed by an individual who does not direct the work of other unit employes, her supervisor for the purposes of labor relations (hiring, discipline, etc.) also supervises other unit employes. She works in the same building as other unit employes but has limited interaction with them because her work site within the building is distinct. However, we would also note that secretaries are scattered throughout the District's five buildings and that the Print Shop Clerk also has limited interaction with other unit employes.

Given all of the foregoing, we conclude that, on balance, both senses of the phrase community of interest support the appropriateness of including the position in the secretarial unit.

Inclusion of the position in this unit is also consistent with avoiding undue fragmentation of bargaining units. If the position remained outside this unit, the potential for yet another support staff unit is raised. The District correctly notes that the District already has four non-professional units and in effect argues that in such circumstances fragmentation should not be a concern. We

disagree. The concern about "fragmentation" is a statutory mandate which we must consider.

Bargaining history is not a significant factor. Irwin's prior inclusion in the "exempt" group with other secretarial employees seems more a reflection of their common status as then unrepresented employees than anything else.

Considering the foregoing, we are persuaded inclusion of the position is appropriate.

#### Special Education Administrative Secretary

The District argues that Jeanne Batha, who currently occupies the position of Special Education Administrative Secretary, has sufficient confidential duties to exclude her from the bargaining unit while the Union takes the opposite position.

As more specifically outlined in Findings of Fact 18 and 19, Batha is the primary secretary to a District management employee who has significant labor relations authority. As a result, Batha has access to and knowledge of information dealing with the District's strategy in collective bargaining, which information is not available to the Union.

Batha has also recently been involved as a typist and note taker for the educational assistants negotiation sessions. The Union argues that this assignment was made in bad faith in an attempt by the District to exclude Batha from the bargaining unit. The record, however, indicates that the District assigned this work to Batha because of her desire for more responsibility<sup>31/</sup> as well as a need to provide additional support to the management team in the aforesaid negotiations. Other District employees were not available to perform this work.

Batha helps District representative Bonsett-Veal respond to various grievances by typing draft grievance responses and by providing some input regarding employee performance. Batha also types teacher evaluations (including drafts) as well as termination/discipline notices. Batha further performs confidential duties relating to litigation involving the District.

Based on the foregoing criteria, the Commission finds that Batha is a confidential employee. The record indicates that Batha spends only 20 percent of her time on confidential matters, but that she has the ability to take on additional responsibilities. Therefore, Batha is capable of performing the de minimis amount of confidential work now claimed by the District to be performed by the Secretary to the Director of Instruction position.

#### Secretary, High School Principal/Office Manager

---

31/ Unrebutted testimony of Jeanne Batha (Tr. pp. 111, 122, 127 and 133).



We find that Schoebel is a confidential employe. As more specifically outlined in Finding of Fact 21, Schoebel types all confidential correspondence for the High School Principal. Through her role as note taker for administrative team meetings, she has access to and knowledge of information dealing with the District's strategy in collective bargaining and grievances/arbitrations, which information is not available to the Union. She also types teacher and support staff evaluations, including drafts. Most importantly, she is the only employe at the high school available to perform confidential duties for the High School Principal. Thus, although the volume of confidential work is not substantial, we are persuaded it could not be performed by other District employes without undue disruption of the District's operations.

Given this conclusion, we need not determine whether Schoebel is a supervisory employe.

#### Printer

The Printer, Merritt "Skip" Bohse, has complete authority to supervise the Print Shop Clerk. He was involved in the interview process and recommended her hiring. He exercises complete authority in assigning, prioritizing, coordinating and directing her work. He has the authority to discipline her. He is responsible for evaluating her performance. He approves her time off. In view of the above, the Commission finds that the Printer possesses or exercises supervisory authority in sufficient combination and degree to be deemed a supervisor within the meaning of the Municipal Employment Relations Act.

Having found the Printer to be a supervisor, it is unnecessary to consider his craft status.

#### Payroll Specialist

The District argues that the Payroll Specialist position is confidential while the Union takes the opposite position.

The Payroll Specialist has no present involvement in collective bargaining strategy, contract administration, grievance processing or litigation of any kind. Her duties as to payroll, insurance bills and other employe records do not involve confidential labor relations information because it is available to employes or the Union.

The District argues that it would like to expand the Payroll Specialist's duties to include providing the District's Business Manager with payroll data to be used during negotiations. At present, other employes in the finance department provide this information. In our view, this proposed role for the Payroll Specialist is not sufficient to warrant exclusion from the bargaining unit as confidential. The amount of work is de minimis 32/ and we are not persuaded that it will unduly disrupt the District's operations to have other District employes continue to perform this work.

---

32/ The payroll employes found confidential in the Pierce County and Manitowoc County decisions cited by the District performed far more confidential work than the District suggests it would like to assign the Payroll Specialist.

Based on the above, we find that the Payroll Specialist shall continue to be included in the unit.

SUMMARY

Based on all of the foregoing, the Commission concludes that the positions of Secretary to the Director of Instruction and Payroll Specialist are occupied by regular full-time municipal employes and are appropriately included within the bargaining unit described in Finding of Fact 3. The Commission also concludes that the position of Computer/Technology Support Assistant appropriately belongs in said bargaining unit. The Commission further concludes that the position of High School Secretary has confidential labor relations duties sufficient to justify her exclusion from the unit, that the Printer is a supervisory employe and that the Special Education Administrative Secretary is a confidential employe and on that basis also should be excluded from the bargaining unit.

Dated at Madison, Wisconsin this 26th day of April, 1996.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By James R. Meier /s/  
James R. Meier, Chairperson

Herman Torosian /s/  
Herman Torosian, Commissioner

A. Henry Hempe /s/  
A. Henry Hempe, Commissioner