

STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of the Petition of)	
)	
CENTRAL VALLEY EDUCATION ASSOCIATION)	
)	
Organization/Petitioner)	CASE NO. 3076-C-80-143
)	
and)	DECISION NO.
)	
CENTRAL VALLEY SCHOOL DISTRICT NO. 356)	
)	
Employer/Respondent)	
)	
)	
)	

APPEARANCES:

FAITH HANNA, Attorney at Law, for the petitioner.

RANDY BOHANNON, Chief Negotiator, for the employer.

The Central Valley Education Association (CVEA) filed a petition with the Public Employment Relations Commission on October 3, 1980 seeking a ruling on the question of whether two individuals employed as part-time Athletic Directors are properly excluded from the non-supervisory educational employee bargaining unit represented by CVEA. A formal hearing was held on February 10, 1981 before George G. Miller, Hearing Officer. The employer and the CVEA filed post-hearing briefs on April 3, 1981.

POSITIONS OF THE PARTIES:

The Employer contends that the Athletic Directors at University High School and Central Valley High School occupy themselves a preponderance of the time with duties which establish these positions as supervisors within the meaning of RCW 41.59.020(4)(d). Further, their duties, skills and working

conditions are sufficiently different from other certificated employees to warrant their exclusion from the non-supervisory bargaining unit.

The Association holds that the Athletic Director positions have traditionally been part of the bargaining unit, share a community of interest with other jobs in the unit and do not meet the statutory tests for a supervisory or managerial exclusion.

STATUTORY AUTHORITY:

The statutory basis for consideration of employees qualifying for supervisor status is derived from RCW 41.59:

RCW 41.59.020(4)(d):

"Unless included within a bargaining unit pursuant to RCW 41.59.080, any supervisor, which means any employee having authority, in the interest of an employer, to hire, assign, promote, transfer, layoff, recall, suspend, discipline, or discharge other employees, or to adjust their grievances, or to recommend effectively such action, if in connection with the foregoing the exercise of such authority is not merely routine or clerical in nature but calls for the consistent exercise of independent judgment, and shall not include any persons solely by reason of their membership on a faculty tenure or other governance committee or body. The term "supervisor" shall include only those employees who perform a preponderance of the above-specified acts of authority."

These proceedings are conducted pursuant to Chapter 391-25, WAC.

BACKGROUND

The 1979-82 Collective Bargaining Agreement between the District and the CVEA sets forth in Article I, Section A - Exclusive Recognition, the following

"The District recognizes that the Association is the exclusive bargaining representative for all certificated personnel employed by the District except the superintendent, assistant superintendents, personnel director, supervisor of secondary education, supervisor of elementary education, supervisor of pupil services, special education coordinator, language arts coordinator, manager of business services, all principals, all assistant principals, certified substitutes and teachers aides."

Until the 1980-81 school year, this unit included certificated employees performing the duties of Athletic Directors. In the District's two high schools, these duties were performed by a teacher who was also Head of the Physical Education Department.

After receiving complaints that the teachers serving as Athletic Directors were given insufficient time to fulfill all their duties, CVEA, in 1978 and 1979, negotiated with the District concerning the time requirements of these jobs. The following contract provision was the result of these negotiations and became effective September 1, 1979:

"The Personnel Department will conduct an administrative study regarding the Physical Education Athletic Director separation of job responsibility. Board recommendation by January 23, 1980".

In the fall of 1979, the District convened a committee of administrators, athletic directors, P.E. department heads, and coaches to investigate the responsibilities of the Athletic Director. The committee, concluding that the position of Athletic Director should be separated from the position of Physical Education Department Head, recommended to the School Board that an Athletic Director position be filled in each of the high schools. The District then hired Joe Trembly and Jay Rydell to fill these positions for the 1980-81 school year.

Trembly first became P.E. Department Head and Athletic Director at University High School five years ago. In this position, he taught four periods, had had one administrative period and one prep period. In his position as Athletic Director at University High School in the 1980-81 school year, Trembly teaches History and Civics for three periods of a day and spends the rest of his time in the Athletic Director duties.

Jay Rydell, a former coach at Central Valley High School, assumed the duties of Athletic Director at that school for the first time in the 1980-81 school year. Before the current year, the duties of Athletic Director were performed at Central Valley High School by Charlie Dean, then P.E. Department Head and Athletic Director, who now holds only the title of P.E.

Department Head. Rydell is a woodshop instructor for three periods during the school day and works during the other three periods as Athletic Director. His duties as Athletic Director are substantially the same as those performed by Trembly.

The current job description for Athletic Directors is:

"RESPONSIBLE TO: The building principal on all matters pertaining to the athletic program.

DUTIES:

1. Coordinate the budget for all interscholastic sports activities.
2. Collect a roster of all participants from each coach at the beginning of each sport season.
3. Coordinate the inventorying of equipment and supplies for all interscholastic sports.
4. Develop and maintain the athletic calendar for the school.
5. Recommend appropriate workshops and clinics for coaches.
6. Represent the school at meetings of the Athletic League and District 8.
7. Coordinate specific league sport schedules as directed by the athletic league.
8. Coordinate use of the athletic training room during each sport season with the head coach.
9. Assist the principal in selection, placement, and evaluation of the coaching staff.
10. Establish and implement an athletic code consistent with District policy for all sports.
11. Coordinate with each coach on any post-season play.
12. Supervise the cleaning, maintenance, and set-up of athletic facilities with the coach and custodial/maintenance personnel.
13. Act as the official spokesman for the school's athletic program in cooperation with each coach and building principal.
14. Perform related duties and other special assignments as required by the building principal.

5/8/80"

DISCUSSION

The duties of the Athletic Directors in the District are very similar to the duties of the Kelso School District Athletic Director, who was found to be a nonsupervisory educational employee within the meaning of RCW 41.59.020(8) KELSO EDUCATION ASSOCIATION, Decision No. 303 (PERC 1977). The chief difference between Kelso and Central Valley is that the Kelso Athletic Director was responsible for a district-wide program and spent less time in the classroom than the Central Valley Athletic Directors. The two positions at issue have responsibilities only with regard to the athletic programs at the separate high schools where they teach. Like the Kelso Athletic Director, however, Trembly and Rydell are responsible for coordination of their athletic programs, including assistance with budgetary procedures, general management and facilities upkeep. While the Athletic Director for Kelso also was responsible for coordination of the selection of the coaching staff, the Central Valley Athletic Directors "assist the building principal" in the selection process. Although the Athletic Director is consulted by the Principal regarding the selection of coaches, the evidence falls short of establishing that the Athletic Director himself can effectively recommend that a certain coach be hired. Similarly, although the Athletic Director attempts to handle problems of coaches having to do with routine administrative matters such as training rules or mismanagement of a bus, more serious problems, such as those justifying discharge require that the Athletic Director go to the building principal. The Athletic Directors do not carry out any written evaluations of coaches, rather their "evaluation" functions are informal discussions with the principal if a problem arises or if a coach wishes to resign. They do not have the authority to adjust grievances under the collective bargaining agreement. The contract between the District and CVEA covers assignment, transfer, promotion, layoff and recall of teachers, thus these matters too are beyond the scope of authority of the Athletic Directors.

There is no question here that the Athletic Directors bear a quasi-administrative title, however, the time they spend as Athletic Directors

is spent largely in ministerial duties in support of the overall educational program, rather than performing a preponderance of the specified acts of authority as enumerated in RCW 41.59.020(4). The Athletic Directors do not hold any of the managerial positions listed in RCW 41.59.020(4)(a) and (b).

FINDINGS OF FACT

1. Central Valley School District is, and has been at all times material herein, an employer within the meaning of RCW 41.59.
2. Central Valley Education Association is, and has been at all times material herein, the exclusive bargaining representative for all non-supervisory educational employees of the Employer.
3. Until the 1980/81 school year, the certificated employees performing the duties of Athletic Directors were included in the non-supervisory educational employee bargaining unit represented by CVEA.
4. In the fall of 1979, the Employer convened a committee of administrators, athletic directors, P.E. department heads, and coaches to investigate the responsibilities of the Athletic Director. The committee concluded that the position of Athletic Director should be separated from the position of Physical Education Department Head, recommended to the School Board that an Athletic Director position be filled in each of the high schools. The Employer then hired Joe Trembly and Jay Rydell.
5. Trembly and Rydell spend half of each school day in the classroom pursuing normal teaching functions.
6. The Athletic Directors do not adjust grievances under the collective bargaining agreement nor are they involved in transfer, promotion, and layoff and recall of teachers in the Central Valley School District and do not spend a preponderance of their time performing supervisory acts as enumerated in RCW 41.59.020(4)(d).
7. The Athletic Directors do not hold any of the managerial positions as identified in RCW 41.59.020(4)(a) and (b).

CONCLUSIONS OF LAW

I. The Athletic Directors are non-supervisory educational employees within the meaning of RCW 41.59.020(8).

ORDER CLARIFYING BARGAINING UNIT

I. The positions of Athletic Director shall be, and hereby are, included in the bargaining unit consisting of all non-supervisory educational employees of Central Valley School District No. 356 as described in 1979/81 Collective Bargaining Agreement between the Central Valley Education Association and Central Valley School District No. 356.

DATED at Olympia, Washington this _____ day of _____, 1982.