

STATE OF WASHINGTON
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

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| In the matter of the petition of: |) | |
| GENERAL TEAMSTERS LOCAL 589 |) | CASE NO. 5039-E-84-915 |
| |) | DECISION NO. 2117 - PECB |
| Involving certain employees of: |) | |
| KITSAP COUNTY |) | ORDER OF DISMISSAL |
| <hr style="width: 50%; margin-left: 0;"/> | | |

Davies, Roberts, Reid, Anderson and Wacker, by Herman L. Wacker, Attorney at Law, appeared on behalf of the petitioner.

C. Danny Clem, Prosecuting Attorney, by Ronald L. Franz, Deputy Prosecuting Attorney, appeared on behalf of the employer.

Hafer, Price, Rinehart and Schwerin, by Pamela G. Bradburn, Attorney at Law, appeared on behalf of intervenor, American Federation of State, County and Municipal Employees, Local 120K

On January 6, 1984, General Teamsters Local Union No. 589 (Teamsters) filed a petition with the Public Employment Relations Commission for investigation of a question concerning representation of certain employees of Kitsap County. The petitioner seeks to carve out a unit of emergency service dispatchers from a broader unit in which they have historically been included. American Federation of State, County and Municipal Employees, Local 120K was granted intervention in the proceedings based on its status as the incumbent exclusive bargaining representative of the petitioned-for employees. A hearing was held on February 21, 1984, at Port Orchard, Washington, before Hearing Officer Ronald L. Meeker. Post-hearing briefs were filed by the petitioner and the intervenor.^{1/}

BACKGROUND

Kitsap County has a total of approximately 530 persons on its payroll.

Kitsap County and Local 120K have had a bargaining relationship for many years, now covering the largest single group of county employees. The

^{1/} Companion cases to the instant case are: Kitsap County, Decision 2116 (PECB, 1984) involving the entire unit represented by Local 120K, and Kitsap County, Decision 2118 (PECB, 1984), involving wastewater treatment operations.

following excerpts from their latest collective bargaining agreement are instructive as to the origins and present scope of the group of employees covered by that contract:

Section 2. Union Recognition. The Employer recognizes the Union as the exclusive bargaining representative for all full and part-time employees in the departments and classifications as set forth in Appendix A and B respectively.

Section 3. Union Security.

- a. All employees in the departments as listed in Appendix A are represented by the Union and shall, as a condition of employment, become and remain members of the Union; Provided, no employee, as a condition of employment, must join the Union unless and until the Union can show more than fifty percent (50%) of Union membership of eligible employees within a department. All employees in the classifications listed in Appendix B who are members on the effective date of this Agreement or become members after the effective date of this Agreement, shall maintain such membership for the term of this Agreement. An employee who is not a public employee as defined in R.C.W. 41.56.030, may voluntarily join and remain a member of the Union, but such employee, shall not participate on behalf of the Union in any matters pertaining to labor relations with the Employer, and shall not be represented by the Union in collective bargaining.
- b. Whenever the County creates a new department, the following shall apply:
 1. If the department is a union department and is divided into separate departments, they shall all remain union departments and shall be added to Appendix A.
 2. If a union department is merged with a nonunion department, the majority rule shall apply. Determination of union members and eligible department employees shall be made by the County and the Union within 15 days of the official merger date.
 3. If an entirely new department is created, the majority rule shall apply 60 days after the department has been officially established by resolution.
 4. In the case of any of the above, the Union and the Employer shall meet within 30 days to negotiate exempt positions.

APPENDIX A

ADMIN. BLDG.
Facilities Engineer

TREASURER
Chief Deputy

ASSESSOR
Chief Appraiser

PUBLIC WORKS
Superintendent
Operations Supervisor
Supervisor/Line Maintenance
& Inspection
Maintenance Supervisor

AUDITOR
Fiscal Officer
Internal Auditor

CENTRAL COMMUNICATIONS
Director
Secretary

DEPT. OF INTERNAL MANAGEMENT
Director
Risk Manager
Secretary/Clerk I
Data Processing Manager
Budget Technician

CLERK
Chief Deputy

CO-OP EXTENSION
Agents
Ext. Asst.-Horticulture
Agent, Chairman

DEPT. OF HUMAN RESOURCES
Director

DISTRICT COURT II
Court Administrator
Protem Judge(s)

PROSECUTOR
Sr. Chief Counsel to Prosecutor
Deputy Prosecutor III
Deputy Prosecutor II
Chief Criminal Deputy
Chief Civil Deputy
Deputy Prosecutor/Special Crimes
Deputy Prosecutor I
Prosecutor's Investigator
Office Administrator

APPENDIX B

These job classifications (by Department) are subject to the provisions of this Collective Bargaining Agreement:

DISTRICT COURT I
Clerk II

COMMUNITY DEVELOPMENT
Administrator (Court & Office)
Building Inspector I
Engineering Aide
Fire Inspector II
Project Planner II, III, IV
Recording Secretary III
Shorelines Administrator

E R & R
Clerk II

During the thirteen or more years the relationship has been in existence, the "fifty percent" provision has been utilized from time to time to add groups of employees to the coverage of the collective bargaining agreements between the parties. The latest labor agreement between the county and Local 120K was effective from January 1, 1981 through December 31, 1983.

Pending before the Commission at the present time is a petition for investigation of a question concerning representation filed on behalf of a newly formed Kitsap County Employees Association, which sought to change the designation of exclusive bargaining representative for all of the employees represented by Local 120K. See: Kitsap County, Decision 2116 (PECB, 1984). The Kitsap County Employees Association did not take part in the hearing on this matter, but it filed a letter with the Hearing Officer indicating no objections to the central communications department being designated a separate bargaining unit. In the event a separate unit is so designated, the association requested that it be included on the ballot for any election to determine an exclusive bargaining representative.

The central communications department (hereinafter Cen-Com) handles the dispatching for police, fire and emergency medical services covering all of Kitsap County. The department was created in 1976 when the county and the cities and fire districts within the county banded together to create a "911" emergency dispatching system. Prior to the creation of Cen-Com, emergency dispatching for the county's law enforcement operation was performed by the sheriff's department.

Cen-Com is guided by an "Operations Board" composed of appointed representatives from the participating cities, fire districts and the county. This operations board makes recommendations concerning the operation of Cen-Com to a "Traffic Safety Committee" which is composed of elected officials from the cities, fire districts and the county. The record shows that the county commissioners ultimately decide all matters concerning Cen-Com, including labor relations matters.

The Cen-Com staff consists of a director and secretary, who are excluded from the Local 120K bargaining unit, and 22 dispatchers. Four of the dispatchers serve as shift supervisors in addition to their dispatching duties. The director is the administrative supervisor for Cen-Com, and has the authority to hire and fire.

Cen-Com operates from a building in the City of Bremerton approximately ten miles from the courthouse in the county seat, Port Orchard. The building is secured with electrically controlled doors and admittance is gained only after acknowledgement by someone from within. Cen-Com operates 24 hours per day, with three shifts of eight hours each.

Local 120K became the exclusive collective bargaining representative within the first year after Cen-Com was formed, by securing in excess of 50 percent of the department's employees signed to membership/dues deduction cards. As a result of this, the county voluntarily recognized Local 120K as the exclusive bargaining representative and the Cen-Com department was placed under the existing master agreement.

Also pending before the Commission is a petition for investigation of a question concerning representation filed by General Teamsters Local 589 for a separate unit of employees in the waste water section of the public works department of Kitsap County. That petition seeks to carve out a unit of employees from the bargaining unit presently represented by Local 120K. See: Kitsap County, Decision 2118 (PECB, 1984).

Notice is taken of the docket records of the Public Employment Relations Commission, which indicate that, subsequent to the hearing in the instant matter, the Commission has certified Office and Professional Employees International Union, Local 11, as the exclusive bargaining representative in each of three separate bargaining units in the sheriff's department of Kitsap County, as follows: A unit of nonsupervisory uniformed personnel (Kitsap County, Decision 1970 (PECB, 1984), involving approximately 42 employees); a unit of non-uniformed personnel (Kitsap County, Decision 1971 (PECB, 1984) involving approximately 28 employees); and a unit of supervisory uniformed personnel (Kitsap County, Decision 1972 (PECB, 1984) involving approximately 8 employees). At the time of the hearing in the instant matter and prior thereto, all of the employees in the sheriff's department had been represented in a single bargaining unit by the Kitsap County Sheriff's Association. The restructure of bargaining units was at least in part in response to the enactment of amendments to RCW 41.56.030(6), which will extend the interest arbitration procedures of RCW 41.56.430, et. seq. to only the "uniformed" law enforcement personnel of the employer.

Kitsap County has a separate bargaining relationship with a joint council of unions (Teamsters, Laborers, Machinists and Operating Engineers unions) covering employees in its road department, in its equipment rental and revolving fund department and in divisions of its public works department other than the waste water division.

POSITION OF THE PARTIES

Petitioner contends that even though there has been a long history of bargaining between the county and Local 120K in a much broader bargaining unit which has included Cen-Com, it would still be appropriate to sever the Cen-Com department. It relies on the facts that Cen-Com was not a part

of the original certification; that Cen-Com is located in a facility physically separate from the rest of the bargaining unit, that Cen-Com has a supervisor who has no supervisory responsibilities to the broader unit, that Cen-Com employees have a unique community of interest in that they have to obtain security clearance to work in a secured area, and that the employees have different working conditions with no interchange with other bargaining unit employees. The petitioner cites: Lake Washington School District, Decision No. 1170 (PECB, 1981) (where a severance was denied) in support of its position.

Local 120K contends this is not an appropriate case for severing a single department (Cen-Com) from an overall bargaining unit where a history of bargaining has existed for over six years. It further contends that Commission precedent in severance cases dictates dismissal of the petition. It cites: Yelm School District, Decision 704-A (PECB, 1980), Valley General Hospital, Decision No. 1333 (PECB, 1982), City of Bellingham, Decision No. 792 (PECB, 1979), City of Wenatchee, Decision No. 911 (PECB, 1980), and Lake Washington School District, supra, in support of its position.

Kitsap County stated its position as being neutral.

DISCUSSION

Kitsap County is organized into departments, with each department headed up by a director appointed by the county commissioners or by an elected official. Each director or elected official is charged with some personnel responsibility which includes the authority to hire and fire. The county commissioners, however, negotiate and are signatory to all labor agreements.

The existing bargaining unit undoubtedly grew along lines of extent of organization, but the case presents facts which are distinguishable from those encountered in Pierce County, Decision 1039 (PECB, 1980). There, similar "50%" rules had operated to divide classifications and generic employee types into a highly fragmented unit structure involving no less than three labor organizations, and it was concluded that the group represented by one of the organizations was an amalgam of separate units rather than a single unit. Here, as in Yelm School District, Decision 704-A (PECB, 1980), the county and Local 120K have, by a series of separate recognition agreements, come very close to creation of a relationship which covers all of the clerical, technical and related employees of the employer. No other organization is substantially involved with representation of similar classes of employees, and there is a history of bargaining which is entitled to consideration under RCW 41.56.060.

Petitioner's brief cites Mallinckrodt Chemical Works, 162 NLRB 387 (1966) and claims the standards established therein compel the severance of the Cen-Com unit. The Commission cited the Mallinckrodt standards, with approval, in Yelm School District, Decision No. 704-A (PECB, 1980) wherein it affirmed dismissal of a petition seeking to sever a unit of bus drivers from a district-wide bargaining unit (excluding clerical). Various groups had been organized at different times, but they shared a common history of collective bargaining for more than three years prior to the filing of the petition. In Mallinckrodt, the NLRB identified the following inquiries relevant in severance disputes:

1. Whether or not the proposed unit consists of a distinct and homogeneous group of skilled journeymen craftsmen performing the functions of their craft on a nonrepetitive basis, or of employees constituting a functionally distinct department, working in trades or occupations for which a tradition of separate representation exists.
2. The history of collective bargaining of the employees sought at the plant involved, and at other plants of the employer, with emphasis on whether the existing patterns of bargaining are productive of stability in labor relations and whether such stability will be unduly disrupted by the destruction of the existing patterns of representation.
3. The extent to which the employees in the proposed unit have established and maintained their separate identity during the period of inclusion in a broader unit and the extent of their participation or lack of participation in the establishment and maintenance of the existing pattern of representation and the prior opportunities, if any, afforded them to obtain separate representation.
4. The history and pattern of collective bargaining in the industry involved.
5. The degree of integration of the employer's production processes, including the extent to which the continued normal operation of the production processes is dependent upon the performance of the assigned functions of the employees in the proposed unit.
6. The qualifications of the union seeking to "carve out" a separate unit, including that union's experience in representing employees like those involved in the severance action.

Applying these standards to the facts of the instant case:

Cen-Com's dispatchers do not meet the well established criteria for classification as skilled journeyman craftsmen. See: City of Bellingham, Decision No. 792 (PECB, 1979); and City of Wenatchee, Decision No. 911 (PECB, 1980).

A history of bargaining in excess of six years exists in the current unit structure. The fact that a dispatcher is currently president of Local 120K indicates that Cen-Com employees have been integrated into the affairs of the

incumbent exclusive bargaining representative. There is no history of separate representation or other facts giving the petitioned-for unit of employees an identity separate from others in the existing bargaining unit. There is no evidence of change in circumstances which would support a conclusion that the proposed severance is required, or even that it would be productive of stable labor relations. The qualifications of petitioner to represent employees of Cen-Com are no better nor worse than those of intervenor.

Some of petitioner's argument can be related to the alternative "functionally distinct departments" criteria. In this case each department (approximately 23) has its own supervisor who has no control over any other department, but labor relations is centralized in the county commissioners. Although Cen-Com employees work in a separate location on a different schedule and with little or only limited interchange with other county employees, they share a community of interest, wages, hours and working conditions with other county employees. Establishment of a separate bargaining unit would merely have the effect of fragmenting the employer's work force and labor relations. See: City of Everett, Decision 1883 (PECB, 1974).

FINDINGS OF FACT

1. Kitsap County is a political subdivision of the State of Washington and public employer within the meaning of RCW 41.56.030(1).
2. General Teamsters Local No. 589, a labor organization and bargaining representative within the meaning of RCW 41.56.030(3), timely filed a petition with the Public Employment Relations Commission, seeking certification as exclusive bargaining representative of all full-time and regular part-time employees of Kitsap County employed in the central communications department, excluding all other employees, central communications director and confidential secretary.
3. American Federation of State, County and Municipal Employees, Local 120K, a labor organization and bargaining representative within the meaning of RCW 41.56.030(3), timely moved for intervention in the matter on the basis of its status as the exclusive bargaining representative for the petitioned-for employees as part of a larger bargaining unit.
4. There is a history of bargaining under which the petitioned-for employees have been included in the existing bargaining unit for more than six years. The existing unit includes nearly all of the clerical, technical and related employees of the employer.

5. There has been no history of separate representation of the petitioned-for employees. The intervenor continues to be a viable organization and has a continued interest in representing the employees in this petitioned-for bargaining unit.
6. Employees in the petitioner's proposed bargaining unit receive wages, vacations, sick leave, pensions and insurance benefits comparable to other county employees in the larger bargaining unit.
7. Severance of the petitioned-for bargaining unit from the larger bargaining unit would contribute to fragmentation and disruption of labor relations to the employer.

CONCLUSIONS OF LAW

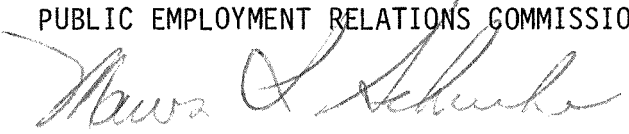
1. The Public Employment Relations Commission has jurisdiction of this matter pursuant to RCW 41.56.
2. The petitioned-for bargaining unit of central communications employees of Kitsap County is not an appropriate unit for the purpose of collective bargaining within the meaning of RCW 41.56.060, and no question concerning representation presently exists.

ORDER

The petition of General Teamsters, Local 589 for investigation of a question concerning representation is dismissed.

DATED at Olympia, Washington, this 6th day of December, 1984.

PUBLIC EMPLOYMENT RELATIONS COMMISSION


MARVIN L. SCHURKE, Executive Director

This Order may be appealed by filing a petition for review with the Commission pursuant to WAC 391-25-390(2).