

STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the matter of the petition of:	)	
PRO TECH	)	CASE 13439-E-97-2239
Involving certain employees of:	)	DECISION 6440 - PECB
YELM SCHOOL DISTRICT	)	
<hr/>	)	
In the matter of the petition of:	)	
PUBLIC SCHOOL EMPLOYEES OF YELM	)	CASE 13453-C-97-849
For clarification of a bargaining	)	DECISION 6441 - PECB
unit of employees of:	)	
YELM SCHOOL DISTRICT	)	
<hr/>	)	
In the matter of the petition of:	)	CASE 13468-C-97-851
YELM ASSOCIATION OF EDUCATIONAL	)	DECISION 6442 - PECB
OFFICE PROFESSIONALS	)	
For clarification of a bargaining	)	CONSOLIDATED FINDINGS
unit of employees of:	)	OF FACT, CONCLUSIONS
YELM SCHOOL DISTRICT	)	OF LAW AND ORDER
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Annie Copeland, Trese Chaboya, and Synette Melluzzo,  
Representatives, appeared on behalf of Pro Tech.

David Fleming, Attorney at Law, appeared on behalf of  
Public School Employees.

Sharon Iverson, Representative, appeared on behalf of the  
Yelm Association of Educational Office Professionals.

Alan Burke, Deputy Superintendent, appeared on behalf of  
the Yelm School District.

On September 30, 1997, Pro Tech filed a petition with the Commission under Chapter 391-25 WAC, seeking certification as exclusive bargaining representative of certain technology support employees of the Yelm School District. That petition was docketed as Case

13439-E-97-2239, and the showing of interest filed in that case was administratively determined to be sufficient.

On October 6, 1997, Public School Employees of Yelm, an affiliate of Public School Employees of Washington (PSE) filed a petition with the Commission under Chapter 391-35 WAC, seeking accretion of the same technology support employees to an existing bargaining unit of Yelm School District operations and maintenance employees represented by that organization. That petition was docketed as Case 13453-C-97-849.

On October 10, 1997, the Yelm Association of Educational Office Professionals (YAEOP) filed a petition with the Commission under Chapter 391-35 WAC, seeking accretion of the same technology support employees to an existing bargaining unit of Yelm School District office-clerical employees represented by that organization. That petition was docketed as Case 13468-C-97-851.

An investigation conference was held in Case 13439-E-97-2239 on November 4, 1997. An investigation statement issued following that conference identified the following issues for further proceedings:

PSE of Yelm and Yelm Association of Educational Officer Professionals (YAEOP) questioned whether the Pro Tech Unit is a qualified labor organization.

PSE of Yelm stated that a question concerning representation does not exist. PSE's position is that the petitioned for employees belong in the existing PSE unit. There are two unit clarification petitions before the Commission involving the three technology support specialists. PSE of Yelm filed case 13453-C-97-849 and YAEOP filed case 13468-C-97-851. ...

A hearing was conducted at Yelm, Washington, on January 8, 1998, before Hearing Officer Kenneth J. Latsch. Pro Tech and PSE submitted post-hearing briefs on March 9, 1998.

BACKGROUND

The Yelm School District (employer) operates common schools under Title 28A RCW. Under the general policy-making direction of an elected board of directors, Superintendent Chuck Hall oversaw daily operations at all times pertinent to these proceedings.

The employer has existing collective bargaining relationships with several employee organizations. Among those:

- PSE has represented classified employees of this employer for many years.<sup>1</sup> The bargaining unit was described in the September 1, 1995 through August 31, 1998 collective bargaining agreement between the employer and PSE, as follows:

The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the following job classifications: Custodial, Maintenance, Grounds/ Maintenance, Bus Driver, Van Driver, Food Service, Library Technician, Instructional Assistant (i.e., Basic and Special Education, Hosts, Chapter/LAP, Remedial, Primary Skills, Functional Skills, Life Skills, Behavior Disorder, Birth-Six, Kindergarten, Pre-School, ESL, Communication Disorder and Vocational), Non-Instructional Assistant (i.e., Office Mail/Copy Room, Extra-Duty, Playground, Lunchroom, Feeder, Library/Media, Technology, Health Service, and Bus Student Supervisor), Warehouseman, In-School Suspension Supervisor, Sign Language Interpreter, Attendance Supervisor, Field Attendance Specialist, Mechanics, COTA, Security, and Volunteer Coordinator.

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<sup>1</sup> The decision in Yelm School District, Decision 704 (PECB, 1979) indicates that PSE has represented at least some employees of this employer since 1967, and that school bus drivers and office-clerical employees were merged into what had become a single "all classified employees" bargaining unit by 1976.

The bargaining unit represented by PSE encompasses more than 100 employees.

- YAEOP represents the employer's office-clerical employees in a bargaining unit described in the September 1, 1996 through August 31, 1999 collective bargaining agreement between the employer and YAEOP, as follows:

... all classified employees in the following general job classifications: Secretarial/Clerical.

The bargaining unit represented by YAEOP encompasses approximately 21 employees.<sup>2</sup>

The present controversy arose with the creation of new positions, after the employer was faced with a number of issues related to the application of computers and technology in its classrooms and administrative functions. As early as 1994, the employer hired consultants to provide technology services, but that arrangement was not satisfactory. By about 1996, the employer decided to hire its own technology staff.

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<sup>2</sup> Notice is taken of the Commission's docket records for two cases relating to this bargaining unit:

In Case 1931-E-79-344, a representation petition filed on January 16, 1979, sought severance of a unit of office-clerical employees from the "all classified" unit represented by PSE. An election agreement filed in that case was consistent with long-standing precedent allowing severance of office-clerical bargaining units. An election was conducted, and a separate unit was certified in Yelm School District, Decision 623 (PECB, 1979).

In Case 8014-E-89-1355, a representation petition filed on June 7, 1989, sought a change of representation for the office-clerical bargaining unit. An election was conducted, and the YAEOP was certified in Yelm School District, Decision 3302 (PECB, 1989).

Synette Melluzzo was one of the contractors who provided computer services to the employer. Melluzzo began doing consultant work for the employer in the summer of 1995, as a technology lab support trainer at one elementary school. Melluzzo's duties and responsibilities in that role included:

To establish and assist in the implementation of the building computer training lab.

To serve as a technology support person to the building staff by providing computer in-service and follow-up.

To operate the building computer lab.

To demonstrate and provide to staff training on the use of new software and classroom applications.

Work with groups of students in the lab setting for training demonstrations of new software and programs.

Perform other job-related duties as assigned and pursuant to the contract.

Melluzzo later assumed responsibility for all of the employer's elementary school computer labs.

Notwithstanding the employer's general dissatisfaction with the use of contractors, it was pleased with Melluzzo's work. She was hired as an employee at an unspecified time during the 1996-1997 school year. Melluzzo reported to Larry Robinson, a certificated employee who served as Director of Technology.<sup>3</sup> The employer did not notify either PSE or YAEOP about Melluzzo's hiring. Burke testified that the employer did not believe the position fit into any existing bargaining unit, and considered it to be "exempt" from collective bargaining.

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<sup>3</sup> Robinson, in turn, reported to Deputy Superintendent Alan Burke.

The employer decided to move ahead with plans to create a district-wide computer system, and planning for the new system took place from November 1996 through May 1997. With the onset of more sophisticated computer needs, Robinson realized that he needed additional personnel. The employer then sent representatives to neighboring school districts, to study their computer systems. Based on those studies, a new computerization plan was adopted and the employer's board of directors authorized the hiring of additional technicians to work on the proposed computer network, as well as to provide certificated staff with in-service training on such computer-related services such as e-mail.

In May 1997, the employer posted notices for a new computer position. Shortly after the posting period closed, the employer hired Trese Chaboya to fill the new position. Chaboya had been employed for the previous 13 years by an airline, where she worked on a network of more than 600 computers of different types and capacities. In addition, Chaboya had completed a number of computer upgrade assignments where she added new software to existing computer systems. As in the case of Melluzzo's hiring, the employer assumed that Chaboya would be "exempt" from bargaining unit membership, and it did not notify either PSE or YAEOP about the new position.

The record indicates that the employer transferred Annie Copeland into a third computer technician position in August of 1997. For five years prior to that transfer, Copeland had been excluded from bargaining units as a confidential employee, while working as secretary to the employer's superintendent. Again, the employer did not notify either PSE or YAEOP about the new position.

Chaboya and Copeland joined Melluzzo in the employer's Technology Office, under the supervision of Robinson. With the advent of the employer's computer network, the three technicians were directed to assist building personnel in the use of the new system, and

particularly its e-mail capabilities. The three technicians worked out of the employer's administration building, but had responsibilities at all of the employer's facilities. It was common to have the technicians traveling to different schools, to provide services to staff and students. The technicians do not take direction from any of the building principals, but are expected to work with the principals in setting up and using new computers and software.

Shortly after Copeland embarked on her new assignment, PSE Chapter President Larry Wright learned of the employer's hiring of the computer technicians. The record indicates Wright was not aware of Melluzzo's hiring during the 1996-1997 school year. Wright was concerned about Melluzzo's hiring into the new position, when he learned of it in the latter part of 1997.

Wright testified that the employer did not keep him informed of hiring notices, and there was a constant tension concerning the employer's posting of positions that should have been in the bargaining unit. The record includes information about several positions that deal primarily with computers and technology, and have historically been included in the PSE bargaining unit:

- Jodi Rothwell was a "technology office assistant", working in the employer's Technology Department under the direction of Larry Robinson. Rothwell supported the technology office in a variety of ways, but did not accompany the three computer technicians to their various field assignments.
- Denise Bagwell, Nancy Wood, and Dawna Hansen were working as "technology classroom assistants" in the computer labs at various schools, assisting students with the use of computers and software. In the event of problems, they attempted to correct the situation before calling on the computer technicians. If the computer technicians were called, Bagwell, Wood, and Hansen were supposed to give them as much explana-

tion of the problem as possible, along with a summary of attempts made to repair the problem. Apart from their computer-related duties, Bagwell and Hansen performed other work at their respective schools, such as office assistance, playground supervision, and library assistance.

Wright raised the issue of the new computer positions with employer officials. Wright reasoned that the PSE bargaining unit already included positions in the general field of technology, and that there were enough similarities to warrant inclusion of the new positions in the existing PSE bargaining unit. The employer disagreed, and the positions were not included in the PSE unit. These proceedings followed.

#### POSITIONS OF THE PARTIES

Pro Tech maintains that it qualifies to be a "labor organization" within the meaning of the statute, and that it represents a group of employees that do not share duties, skills or working conditions with employees in other bargaining units. Pro Tech contends that the employees it seeks to represent have special qualifications dealing with district-wide programs, and that the computer technicians would not receive appropriate representation if they were forced to belong to one of the other bargaining units. Pro Tech argues that it has such a unique status in the school district that the creation of a separate bargaining unit is appropriate.

The employer entered an appearance at the hearing, but did not call any witnesses or present any documentary evidence. The employer did not take a formal position on the issues raised in these proceedings, and it did not submit a post-hearing brief.<sup>4</sup>

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<sup>4</sup> During recruitment for the disputed positions, employer officials stated that the computer technicians were not



YAEOP also entered an appearance at the hearing, but did not call any witnesses or present any documentary evidence. It made a statement supporting inclusion of the disputed positions in its bargaining unit, reasoning that the computer technicians perform a majority of their work in the school buildings, and that they work closely with YAEOP members in those buildings. YAEOP thus claimed that the disputed positions shared a community of interests with YAEOP members. YAEOP did not file a post-hearing brief.

PSE argues that there is no question concerning representation, and that the disputed computer technician positions must be placed in the existing bargaining unit represented by PSE. It contends the creation of a new unit would constitute an inappropriate fragmentation. While recognizing that the computer technicians perform highly skilled work, PSE points out that it already represents several positions devoted to computer use, and maintains that the computer technicians perform similar work.

## DISCUSSION

### Status as a Bargaining Representative

For a question concerning representation to exist, the petitioning entity must be qualified as a "bargaining representative" within the meaning of the statute. RCW 41.56.030(3) provides:

Bargaining representative" means any lawful organization which has as one of its primary purposes the representation of employees in their employment relations with employers.

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appropriate for inclusion in any bargaining unit. When PSE approached the employer on the matter, the employer initially took the position that the computer technicians should be "exempt" from all bargaining units.

That definition was interpreted in Southwest Washington Health District, Decision 1304, (PECB, 1981), where it was noted that the statute does not set out stringent requirements to be met. An entity need only demonstrate the steps taken to become an organization (e.g., adopting bylaws, electing officers, or similar actions), and that it has a primary purpose to engage in collective bargaining.

In this case, PSE questioned the status of Pro Tech as a bargaining representative during the investigation conference, but did not pursue that claim at the hearing. Pro Tech presented evidence that it has elected officers, adopted bylaws, and registered as a non-profit organization. It thus appears that Pro Tech qualifies as a "bargaining representative".

#### Unit Determination Principles

The authority to determine bargaining units has been delegated by the Legislature to the Commission. In exercising that authority, the Commission is guided by criteria set forth in RCW 41.56.060:

In determining, modifying, or combining the bargaining unit, the commission shall consider the duties, skills and working conditions of the public employees; the history of collective bargaining by the public employees and their bargaining representatives; the extent of organization among the public employees; and the desire of the public employees ...

Neither an employer nor a union has any authority to impose its unit preferences upon the opposite party to a bargaining relationship or upon employees. Moreover, unit determination is not a subject for bargaining in the mandatory/permissive /illegal sense. City of Richland, Decision 279-A (PECB, 1978), affirmed 29 Wn.App. 599 (Division III, 1981), review denied 96 Wn.2d 1004 (1981). Thus, even where employers and unions agree on unit matters, that

does not guarantee that the agreed-upon configuration is or will continue to be appropriate, and such agreements do not bind the Commission in the exercise of its authority under RCW 41.56.060.

In this case, the employer seems to have assumed it had authority to determine the bargaining unit status of the computer technician positions. For reasons indicated in the foregoing paragraph, its position is not binding on the Commission.

In effect, PSE and YAEOP are each asking the Commission to accrete the disputed positions to their respective existing bargaining units. As noted in Kiona-Benton School District, Decision 3180 (PECB, 1989), the addition of job classifications to an existing bargaining unit without the benefit of an election necessarily infringes on the right of the affected employees to designate a bargaining representative of their own choosing. The Commission will only accrete positions to existing bargaining units if changed circumstances create a situation wherein the employees can only be appropriately placed in that particular bargaining unit, and cannot stand alone as a separate bargaining unit. See also: King County, Decision 5820 (PECB, 1997).

#### Application of Unit Determination Criteria

Pro Tech is attempting to create a very small bargaining unit within the context of more inclusive bargaining units which have long histories of bargaining. To prevail in this endeavor, Pro Tech would need to demonstrate that the employees it seeks to represent have a unique set of duties, skills, and working conditions which establish a community of interest separate and apart from the existing bargaining units. After considering the record and arguments made, it is concluded that Pro Tech has not sustained such an argument.

Duties, Skills and Working Conditions -

The notices posted in May of 1997 set forth the following requirements for the "computer network technician" position:

**Essential Job Functions****Maintain District Servers:**

Set up new server hardware and software, including network operating systems.

Install new and/or updated user software.

Monitor for problems and need for upgrades and/or changes to performance.

Maintain servers with latest drivers.

**Maintain District Networks:**

Design networks for new and existing and new locations.

Install network, network hardware, including concentrators, routers, printers, computers and servers.

Monitor for problems and need for upgrades and/or replacement.

Work with Administration for contract compliance to District specifications.

Troubleshoot and repair networks as necessary.

**Maintain District Computers**

Inspect, clean, adjust, repair and overhaul computer equipment.

Work closely with the District Technology Coordinator to ensure prompt and efficient resolution of equipment and software related problems.

Monitor for problems and need for upgrades and/or replacement.

Set-up new and used computers, including installation of the operating system, drives, network cards, sound cards, memory and program.

Transport to site and place in service.

Troubleshoot and repair computers as necessary. Send out computers that are unable to [be] repaired on-site.

Keep records of equipment serviced and repaired.

Research, test and recommend new equipment as necessary.

**Instruct:**

Staff, teachers, other school personnel, students and persons from the community for the purpose of teaching the operation and uses of the WAN and/or computer applications throughout the District.

Provide on-going staff in-service training as need require.

**Other Job Functions:**

**Assist:**

Personnel as may be required for the purpose of supporting them in the completion of their work activities.

**Install and Operate:**

Network and related computer equipment for the purpose of providing optimum delivery of services.

The computer technicians at issue here have a high level of skill and responsibility, but just as clearly work in support of the employer's educational programs. There is neither claim nor evidence that they are supervisors (who should be placed in a separate bargaining unit under City of Richland, supra, and Municipality of Metropolitan Seattle (METRO) v. Department of Labor and Industries, 88 Wn.2d 925 (1977)) or that they are confidential employees (who should be excluded under the "labor nexus" test of IAFF, Local 469 v. City of Yakima, 91 Wn.2d 101 (1978)).

Desires of the Employees -

Inasmuch as all three members of the petitioned-for separate bargaining unit represented the Pro Tech organization at the

hearing in this case, there is a temptation to take that as an indication of their "desires" under RCW 41.56.060, and even to elevate that element of the statutory unit determination criteria above others. However, well-established precedent dictates otherwise. The Commission has expressly disavowed reliance upon the testimony or presence of individual employees as an expression of "desires" for unit determination purposes, in order to avoid the inherently coercive situation of subjecting employees to examination and cross-examination, under oath, concerning a matter that is often closely related to their choice of unions. See, for example, Seattle School District, Decision 4868 (PECB, 1994). Where application of the other statutory criteria indicates that two or more unit configurations could be appropriate, the Commission conducts a unit determination election to assess the desires of the employees by secret ballot. See, Ephrata School District, Decision 4675-A (PECB, 1995); Clark County, Decision 290-A (PECB, 1977).

#### Extent of Organization -

In making unit determinations, the Commission attempts to avoid unnecessary fragmentation of workforces and bargaining relationships. This concern is particularly apt where there is a potential for ongoing "work jurisdiction" conflicts at the borderlines between bargaining units, as in City of Seattle, Decision 781 (PECB, 1979), or where there is a potential for stranding employees in residual pockets which effectively preclude them from exercising their statutory bargaining rights, as in City of Vancouver, Decision 3160 (PECB, 1989). On the record made here, the creation of a three-person bargaining unit of computer technicians would clearly be accompanied by a potential for fragmentation.

#### History of Bargaining -

There is no evidence of any collective bargaining activity by or involving the disputed computer technicians. The employer's failure to notify PSE and YAEOP of the creation of the new positions cuts off the possibility of a conclusion that either or

both of those organizations waived its "accretion" claim by failing to act in a timely manner.

In a long line of decisions dating back to Yelm School District, Decision 704-A (PECB, 1979), the Commission has rejected attempts to "sever" parts of established bargaining units into separate bargaining units, absent compelling evidence that a severance is necessary to effectuate collective bargaining. If the petitioned-for employees should have been included in one or the other of the existing units when they were hired, then the petition filed by Pro Tech would have to be evaluated under the more stringent "severance" criteria.

The "accretion" claim by YAEOP is unfounded, on the record made here. While the existence of a separate bargaining unit of office-clerical employees is consistent with Commission precedent, those precedents are founded on the principle that those who work directly in support of an employer's administrative functions have a community of interest separate and apart from operations and maintenance employees. While the computer technicians undoubtedly interact with the employer's administrators and with office-clerical employees in the various school buildings, it is clear that their work goes far beyond supporting the employer's administrative functions. Conversely, there is no evidence that YAEOP members have any ongoing computer work or technology roles.

The "accretion" claim by PSE is valid, based on the record made here. When the Commission looked at this employer's workforce in 1979, in Decision 704-A, supra, it described the bargaining unit represented by PSE as,

[A]n integrated support operation essential to the overall discharge by the employer of its primary educational function, and therefore ... more appropriately dealt with as a unit.

While it can be readily acknowledged that the disputed computer technicians have a very important role in the employer's operation, they still work in a "support" role underlying the employer's "primary educational function". The evidence establishes that the diverse PSE bargaining unit already includes several employees who perform computer-related functions, and there is nothing in the record which demonstrates that PSE could not represent the computer technicians as part of its existing bargaining unit.

### Conclusions

The computer technicians should have been accreted, at the time of their creation, to the integrated "support" bargaining unit represented by PSE. Given the circumstances presented in this case, the representation petition filed by Pro Tech must be dismissed as seeking an inappropriate bargaining unit. The unit clarification petition filed by YAEOP petition must also be dismissed, because the new computer technician positions do not fit within the narrow "office-clerical" scope of the existing bargaining unit represented by YAEOP.

### FINDINGS OF FACT

1. Yelm School District operates common schools under Title 28A RCW and is a "public employer" within the meaning of RCW 41.56.030(1).
2. Pro Tech is an organization formed by employees of the Yelm School District with a primary purpose of representing its members in collective bargaining with the employer. Officers have been elected, bylaws have been adopted, and papers have been filed to establish a non-profit organization.



3. Public School Employees of Yelm, an affiliate of Public School Employees of Washington and a "bargaining representative" within the meaning of RCW 41.56.030(3), is the exclusive bargaining representative of operations and maintenance employees of the Yelm School District who constitute an integrated support operation essential to the overall discharge by the employer of its primary educational functions. The bargaining relationship between PSE and the employer dates back to 1967, and the bargaining unit appears to have been in its present configuration since it was the subject of a Commission decision in 1979. Employees working under "technology office assistant" and "technology classroom assistant" job titles who provide technology support and training for the employer's staff and students are included in that bargaining unit.
4. The Yelm Association of Educational Office Professionals, a "bargaining representative" within the meaning of RCW 41.56.030(3), is the exclusive bargaining representative of a bargaining unit limited to office-clerical employees who work in support of the employer's administrative functions.
5. Historically, on-site computer expertise within the workforce of the Yelm School District was provided by Larry Robinson, a certificated employee. The volume and complexity of that work was found to require additional staffing and, for a time, the employer used several outside contractors to provide computer support services. While the employer was generally dissatisfied with its use of contractors for computer support functions, it was pleased with the work of Synette Melluzzo. Prior to the events giving rise to these proceedings, the employer implemented an intensive effort to modernize its computer capabilities in its various school facilities.

6. During the 1996-1997 school year, the employer hired Synette Melluzzo as a classified employee, under a new "computer technician" title. The employer made a unilateral decision to treat Melluzzo as "exempt" from collective bargaining units, and did not notify either PSE or YAEOP of the creation and filling of the new position.
7. In the summer of 1997, the employer hired Trese Chaboya and Annie Copeland as classified employees, under the "computer technician" title. The employer again made a unilateral decision to treat Chaboya and Copeland as "exempt" from collective bargaining units, and did not notify either PSE or YAEOP of the creation and filling of the new position.
8. The employees in the "computer technician" classification work under the direct supervision of Larry Robinson. They have more extensive understanding of computer systems than the "technology office assistant" and "technology classroom assistant" historically included in the bargaining unit represented by PSE, but perform a variety of duties associated with the installation and maintenance of the employer's computer network, are responsible for the effective operation of the computer network, and provide training for the certificated and classified staffs at school facilities.
9. The employees in the "computer technician" classification is not limited to work directly in support of the employer's administrative functions.

#### CONCLUSIONS OF LAW

1. The Public Employment Relations Commission has jurisdiction in this matter under Chapter 41.56 RCW.

2. The employees in the "computer technician" classification have roles outside of direct support for the employer's administrative functions, so that they were and are properly excluded, under RCW 41.56.060, from the bargaining unit of office-clerical employees represented by YAEOP.
3. The employees in the "computer technician" classification have duties, skills and working conditions within the scope of the integrated support bargaining unit represented by PSE, so that they were properly accreted to that bargaining unit, under RCW 41.56.060, at the time they were hired.
4. On the record made in these proceedings, the creation of a separate bargaining unit of computer technicians would constitute an unwarranted fragmentation of the employer's workforce and an unwarranted severance from the integrated support bargaining unit represented by PSE, so that the bargaining unit sought by Pro Tech is not an appropriate unit for the purposes of collective bargaining under RCW 41.56.060.
5. No question concerning representation presently exists, under RCW 41.56.060 and 41.56.070, as to the Yelm School District employees in the "computer technician" classification.

ORDER

1. CASE 13439-E-97-2239; DECISION 6440 - PECB: The petition for investigation of a question concerning representation filed by Pro Tech is hereby DISMISSED as seeking an inappropriate bargaining unit.
2. CASE 13468-C-97-851; DECISION 6442 - PECB: The bargaining unit of office-clerical employees represented by the Yelm Association of Educational Office Professionals is hereby

clarified to EXCLUDE the employees in the "computer technician" classification.

3. CASE 13453-C-97-849; DECISION 6441 - PECB: The bargaining unit of operations and maintenance employees represented by Public School Employees is hereby clarified to INCLUDE the employees in the "computer technician" classification.

Issued at Olympia, Washington, this 1<sup>st</sup> day of October, 1998.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

A handwritten signature in cursive script, appearing to read "Marvin L. Schurke".

MARVIN L. SCHURKE, Executive Director

This order will be the final order of the agency unless a notice of appeal is filed with the Commission under WAC 391-35-210.