

STATE OF WASHINGTON
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the matter of the petition of:)	
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 2829)	CASE NO. 3435-E-81-667
)	DECISION NO. 1367 - PECB
Involving certain employees of:)	
CITY OF REDMOND)	DIRECTION OF CROSS-CHECK

Ogden, Ogden & Murphy by Douglas E. Albright and Larry C. Martin, Attorneys at Law, appeared for the employer.

International Association of Firefighters by James L. Hill, Seventh District Vice President, appeared for the petitioner.

On March 4, 1981, the Redmond Firefighters Union, Local 2829, I.A.F.F., filed a petition for investigation of a question concerning representation. After a pre-hearing conference June 1, 1981 the only issue which remained in dispute was the definition of the bargaining unit. A hearing was held on July 1, 1981 by Hearing Officer Katrina I. Boedecker. Both parties filed post-hearing briefs, the last of which was received August 17, 1981.

BACKGROUND:

The City of Redmond was protected by a volunteer fire department until 1970. Since that time the fire department has grown to thirty-four paid firefighters and approximately twenty-five volunteers. The paid firefighters have not previously been organized for the purposes of collective bargaining. At the time of the hearing, the department was structured with one director, two managers, approximately six supervisors^{1/} and twenty-one firefighters. The testimony showed a great deal of uncertainty concerning the departmental structure, as it had just been revised in the month prior to the hearing.^{2/}

^{1/} Testimony at the hearing and the personnel documents submitted by the City are unclear as to how many people are designated as supervisors and how many supervisor positions were created.

^{2/} Copies of correspondence between the parties received by the Commission subsequent to the close of the hearing indicate further reorganization and the potential existence of additional disputed positions, but neither party has requested reopening of the hearing. Accordingly, this decision is based on the record as it stood upon receipt of the final briefs and any new or additional disputes will have to be determined in supplemental proceedings. See: City of Seattle, Decision 689-A (PECB, 1979).

Firefighters in Redmond work a standard twenty-four hour shift. Prior to the creation of the "supervisor" position, command of each shift had been exercised by a firefighter designated "shift officer". This duty rotated among the four to five firefighters on each shift, and included policing of the station, maintenance of employee discipline, command of the unit at the scene of a single-unit emergency response, writing post-action reports and requesting needed supplies. All final decisions were made by the managers and the director.

The director testified that he had problems with consistency and accountability for unit actions when the shift officer was a rotating position; therefore, the position of supervisor was created. Each applicant for the new position was required to have twenty-four college credit hours and to pass a civil service test that was given in mid-May of 1981. All the applicants had previously been shift officers. On May 12th, the city sent a personnel list to the Public Employment Relations Commission (PERC) still designating certain employees as "shift officers". On May 21st, the "supervisor" positions were staffed.

POSITIONS OF THE PARTIES:

The employer contends that the supervisor position should be excluded from the bargaining unit of rank and file firefighters. Arguing that the supervisors do not share the same community of interests as the other firefighters over whom they attempt to exercise authority, the city cites RCW 41.56.060 and previous decisions of the Commission to substantiate its position. The city further argues that supervisors are now given limited input and authority as to matters of purchasing, budget, personnel, hiring, firing, discipline, scheduling and adjustment of complaints and grievances.

The union contends that the position of supervisor corresponds to the position of captain or lieutenant in departments having traditional firefighter titles. The union argues that the supervisors in the Redmond Fire Department do not have the indicia of authority necessary to make them supervisors under PERC criteria. The union presented employee duty lists from five other area fire departments: Puyallup, Mountlake Terrace, Auburn, Kirkland and Lynnwood. Union witnesses testified that the duties of "supervisor" in Redmond correspond to the line officer positions of "captain" or "lieutenant" in the other five departments. The captain or lieutenant positions are all included in the rank and file bargaining units for collective bargaining purposes in the respective area departments.

DISCUSSION:

As support for the exclusion of the Redmond fire supervisors from the general firefighter bargaining unit, the employer cites Thurston County

Communications Department, Decision No. 1064 (PECB, 1980) and White Pass School District No. 303, Decision No. 573-A (PECB, 1979). Neither Thurston County nor White Pass deal with the para-military organizational structure that exists in a fire department. In Thurston County, the dispute concerned whether Communications Officer III's, who reported to the director and assistant director of the Thurston County "911" emergency dispatch system, were appropriately included in the dispatcher bargaining unit. The Communication Officer III duties were to schedule overtime, prepare evaluations used for promotions, regularly assume control of the total department and make effective recommendations on hiring. They had final authority as to vacation and sick leave. They were the supervisor in the absence of the director or his assistant. Since the 911 service must be coordinated with several different agencies, the director had a large managerial coordination function which left employee supervision to the Communication Officer III's. In White Pass, a school district's reorganization had given two supervisors greatly increased authority. The maintenance supervisor was responsible for nine employees and a \$40,000 annual budget, and the director of transportation supervised seventeen employees and a \$45,000 annual budget. In both cases, the evidence showed a broader extent of authority than indicated by this record for the Redmond supervisors.

More pertinent here are two cases in which PERC has ruled that employees exercising supervisory authority should not be co-mingled in a bargaining unit with rank and file firefighters. City of Richland, Decision No. 279, 279-A (PECB, 1977), aff. 29 Wa.2d 599 (Decision III, 1981), cert. den. 96 Wa2d 1004 (1981), and City of Bellingham, Decision No. 565 (PECB, 1979). When dealing with unit determinations, PERC must look beyond mere job titles and examine actual duties performed by the occupants of the positions.

In the Redmond Fire Department the "supervisor" is responsible for a shift of four to five persons. A job description was presented at the hearing which showed the duties of the supervisors. Certain of the supervisors called as witnesses testified that they had never previously seen that document. Supervisor Carolan testified he saw the position to be that of a line officer with little independent authority. Supervisors Smith and Seymour testified they had met with a manager and been told they "were to have" some effective authority as to the scheduling and discipline. They further testified they had not exercised any authority in those areas as yet. All supervisors respond to fire and emergency medical technician (EMT) calls. The supervisors share sleeping quarters and office space with the other employees on their shift. A supervisor in the Redmond Fire Department makes \$100.00 a month more than the next lower grade. He is the conduit for passing information and requests to a manager, who is excluded from the bargaining unit by agreement of the parties. The manager in turn, informs the director, which is the counterpart to the traditional "chief" title. The supervisor must give aid, man hoses and perform routine firefighting duties. In any emergency where two or more engines are required,

department policy requires the supervisor to call in a manager or the director. If a manager or the director cannot respond, a battalion chief from another department must be called in. The supervisor has limited authority in scheduling vacations; he cannot hire, fire, discipline, transfer, promote or schedule overtime. The supervisor has a limited role in making recommendations. All decisions are effectively made by the managers or the directors. By contrast, in Bellingham, the position in question was that of "battalion chief" in command of platoons of twenty-one to twenty-three men. Each battalion chief had city-wide responsibility for the city's five fire stations. They had authority in evaluating, schedule making, assigning personnel and disciplining subordinates. In Richland, a department of thirty-seven had four battalion chiefs who reported directly to the chief. As in Bellingham, a battalion chief was required to be at every fire where more than one company responded. The battalion chiefs prepared the budget in meetings with the chief. They effectively recommended discipline, discharge, hiring, merit pay increases, staffing levels, transfers and overtime. They also were the first step in the formal grievance procedure. In neither Bellingham nor Richland did the battalion chiefs routinely respond with a one engine fire or aid call. They were not required to man hoses or give medical aid in the manner of a line officer. The battalion chiefs in Richland and Bellingham had a much wider range of budgetary and emergency management skills and duties than the supervisors do in Redmond. The level of skill required to be a supervisor commanding four men and one engine is not commensurate with the skill required to command twenty to thirty firefighters and multiple equipment. In both Richland and Bellingham the battalion chiefs had their own offices, their own bedrooms, were assigned city cars, wore different uniforms than the rank and file and were allowed large amounts of freedom and movement during the working hours. The position of battalion chief in Bellingham and Richland seems analogous to the position of manager in Redmond. In both of those cases, the position of battalion chief was excluded from the rank and file unit but all positions below that of battalion chief were deemed appropriate for one bargaining unit. The supervisors in Redmond do not show a sufficiently distinct separation in their duties, skills and working conditions to exclude them from the rank and file firefighter unit.

WAC 391-25-391 authorizes, under certain circumstances, the direction of a cross-check for the purposes of determining a question concerning representation. The showing of interest submitted by the union in support of its petition in this case is substantial. The size of such a showing of interest itself indicates the lack of likelihood that an election would alter the results. Substantial time has passed during the processing of this case, and any additional delay would unnecessarily and unduly prolong determination of a question concerning representation which has already been unduly delayed. A cross-check is therefore directed under WAC 391-25-391, to be conducted under WAC 391-25-410. Should the union, for whatever reason, prefer to have the question concerning representation determined by an election, it is entitled under WAC 391-25-410 to make a request for an

election so long as the request is made prior to the onset of the cross-check.

FINDINGS OF FACT

1. The City of Redmond, Washington is a public employer within the meaning of RCW 41.56.030(1). Among other municipal services, the city operates a fire department which has a staff consisting of approximately 35 persons, including approximately six persons titled "supervisors" and twenty-one firefighters. This structure was instituted just prior to the hearing on this petition.

2. International Association of Firefighters, Local 2829 is a bargaining representative within the meaning of RCW 41.56.030(3) which has filed a timely and properly supported petition for investigation of a question concerning representation.

3. The petition filed March 4, 1981 claimed an appropriate bargaining unit consisting of: "Firefighter Trainee, Firefighter Probationary, Firefighter, Firefighter Senior, Specialist Probationary, Specialist, Specialist Senior, Shift Officer, Fire Investigator, Supervisors, Fire Inspector/Investigator, Mechanic, Fire Inspector and Mechanic Aide". At a pre-hearing conference on June 1, 1981, the union withdrew the request for inclusion of Mechanic, Mechanic Aide and Coordinators in the bargaining unit, amended "Fire Inspector" to "Inspector" and amended "Fire Inspector/Investigator" to "Specialist Inspector/Investigator". The city declined to recognize the union as the exclusive bargaining representative of those employees and contested whether occupants of the "Supervisor" classification should be included in the bargaining unit. The parties subsequently stipulated to the exclusion of the "inspector" classification, which is not a "uniformed personnel" position within the meaning of RCW 41.56.030(6).

4. Approximately May 21, 1981, the city staffed the newly created "Supervisor" positions. The job duties given to those employees did not differ substantially from the duties of the "shift officer" function which was replaced by the "supervisor" title. The employees in the supervisor class respond to fire and aide calls. They serve as leaders of shift crews consisting of four or five firefighters and exercise duties including policing the station, maintaining employee discipline, commanding the unit at the scene of a single-unit emergency response, writing post action reports and requesting needed supplies. The positions have little independent authority, and personnel actions are made by the Managers and/or Director based upon independent review and evaluation.

CONCLUSIONS OF LAW

1. The Public Employment Relations Commission has jurisdiction in this matter pursuant to RCW 41.56.060.
2. The "Supervisors" of the Redmond Fire Department are employees within the meaning of RCW 41.56.030(2) whose duties, skills and working conditions do not differ substantially from those of the other rank and file firefighters. They are properly included in a bargaining unit consisting of all non-supervisory uniformed personnel of the Redmond Fire Department.
3. A bargaining unit consisting of all regular full time uniformed firefighter employees, as defined in RCW 41.56.030(6), of the City of Redmond, excluding the Director and Managers, is an appropriate unit for the purpose of collective bargaining within the meaning of RCW 41.56.060.
4. A question concerning representation has arisen in the appropriate bargaining unit described in paragraph 3 of these conclusions of law; and such question concerning representation can appropriately be resolved under RCW 41.56.060 and WAC 391-25-391 by a cross-check of records.

ORDER

A cross-check of records shall be conducted under the direction of the Public Employment Relations Commission, pursuant to WAC 391-25-410, by comparison of authorization cards filed in support of the petition filed herein against the employment records of the City of Redmond, to determine whether a majority of the employees in the bargaining unit describes as: "all regular full time uniformed firefighter employees as defined in RCW 41.56.030(6) of the City of Redmond, excluding the Director and Managers" have designated International Association of Firefighters, Local 2829, as their exclusive bargaining representative.

DATED at Olympia, Washington this 26th day of February, 1982.

PUBLIC EMPLOYMENT RELATIONS COMMISSION



MARVIN L. SCHURKE, Executive Director