STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the matter of the petition of:	
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES	CASE NO. 4231-E-82-783
	DECISION NO. 1876 - PECB
Involving certain employees of:	
WAHKIAKUM COUNTY	DIRECTION OF ELECTION

Hafer, Cassidy & Price, by Pamela G. Bradburn, attorney at law, appeared on behalf of the union.

John R. Arthur, attorney at law, appeared on behalf of the employer.

On September 15, 1982, the Washington State Council of County and City Employees (union) filed a petition with the Public Employment Relations Commission for investigation of a question concerning representation. The petitioner sought to combine two separate bargaining units of employees of Wahkiakum County (county) which it has represented, and to add previously unrepresented positions to the resulting bargaining unit. A pre-hearing conference was held on March 7, 1983, at which time the parties stipulated to certain matters, among which are that the Public Employment Relations Commission has jurisdiction, and that the petition was filed in a timely manner. A hearing was held on August 2, 1983, before Kenneth J. Latsch, Hearing Officer. The record was completed on September 30, 1983, with the simultaneous filing of briefs by both parties.

BACKGROUND

The union has represented county road department employees since 1963, when the county voluntarily recognized Local 1557. The road department bargaining unit consists of eight employees holding the positions of working foreman, mechanic, heavy equipment operator, scoop operator, truck driver, mower operator and laborer.

The second bargaining unit, consisting of courthouse employees, has been represented by Local 1557-C since it was certified by the Public Employment Relations Commission on June 17, 1981, following a representation election

conducted pursuant to an election agreement. The courthouse bargaining unit includes 18 employees working in various departments including auditor, treasurer, assessor, road, cooperative extension and sheriff. Although considered to be in the courthouse bargaining unit, rather than in the road department bargaining unit, two clerical employees actually perform their duties on matters relating to the road department business and are paid from the road department budget.

Each bargaining unit is covered by a separate collective bargaining agreement. The agreement covering the road department differs from that in effect in the courthouse in at least two respects: The road department agreement contains binding grievance arbitration and union security provisions which are not found in the courthouse agreement. Negotiations have been unique to each unit, with the various elected officials participating for varying times in the negotiations for the courthouse unit. The chief engineer represented the county in the negotiations for the road department unit. The union used the same business agent at the bargaining table in negotiations for both contracts, and the county used the same attorney at the bargaining table in negotiations for both contracts. All contracts were approved by the county's Board of Commissioners.

At the time the petition was filed to initiate this proceeding, both units were under collective bargaining agreements due to expire on December 31, 1982. Pending the hearing, the parties voluntarily entered into negotiations on subsequent contracts, and separate collective bargaining agreements were entered into for each bargaining unit on February 28, 1983. The parties at that time concluded a three-year agreement for the road department unit, to expire December 31, 1985. The courthouse agreement was extended for a year to expire December 31, 1983.

At the pre-hearing conference, the employer expressed a desire to modify the courthouse bargaining unit by separating the sheriff's department from the courthouse unit into yet another separate bargaining unit. On April 6, 1983, the Executive Director of the Public Employment Relations Commission set forth direction as to the further processing of the case. It was noted that the employer had not made any showing pursuant to WAC 391-25-090 to place the status of the union in question, and that the employer had not claimed the existence of changes in circumstances since the courthouse unit was certified. Accordingly, the Executive Director declined to order a hearing on a separate departmental unit for the sheriff's department. The principal issue was identified as whether the unit proposed by the union is an appropriate unit under RCW 41.56.060. The parties had framed eligibility issues at the pre-hearing conference with respect to a janitor, a guard, the chief deputy treasurer, and the chief deputy auditor. The hearing officer was directed to proceed with hearing on the eligibility issues as well as on

the propriety of the single bargaining unit. At the hearing, the position of guard was dropped and a permit coordinator/emergency services director was discovered to be unrepresented and was added to the debate.

DISCUSSION

Is A Combined Unit Appropriate?

This is a representation case filed and processed under Chapter 391-25 WAC. The proceedings and decision in Tumwater School District, Decision 1388 (PECB, 1982) indicate that merger of two or more historically separate bargaining units may be accomplished in the context of a representation case. This is not a unit clarification case, and the decision in Mount Vernon School District, Decision 1629 (PECB, 1983) indicates that a merger of bargaining units cannot be accomplished in unit clarification proceedings under Chapter 391-35 WAC. Although it happens to be the incumbent exclusive bargaining representative in both of the existing bargaining units, the union stands in this case as petitioner in the same shoes as it would occupy if it were seeking to supplant some other organization as exclusive bargaining representative of one or both of the units. As in Tumwater, the primary question to be determined is whether the petitioner (regardless of its previous status) is now seeking an appropriate bargaining unit. If the proposed consolidated unit is found to be inappropriate, the petition would have to be dismissed. The test, however, is not what is the most appropriate unit, but what is merely appropriate. See: Michigan Bell Telephone, 192 NLRB 1212, (1971).

The criteria for unit determination are set forth in RCW 41.56.060:

> 41.56.060 Determination of bargaining unit--Bargaining representative. The commission, after hearing upon reasonable notice, shall decide in each application for certification as an exclusive bargaining representative, the unit appropriate for the purpose of collective bargaining. 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. ...

The union argues that the criteria outlined in the statute favor its position. Thus, the union contends that all of the employees involved work for a single employer, and that the basic working conditions are similar for all employees with respect to the number of holidays, sick leave, medical and other insurance benefits and vacation. While working hours vary between the two units, the union contends that there is less difference between the

units than within the courthouse unit itself. The union also argues that the duties require some working contact between the units, and particularly points out that two clerical employees working for the road department are actually in the courthouse unit, that the mechanic in the road department unit does emergency repairs for the sheriff's cars, and that the dispatchers in the courthouse unit relate reports of road conditions to the road department.

The county opposes consolidation of the bargaining units because of differences in the skills, the hours, and training between the road unit (which consists of "blue collar" employees) and the courthouse unit (which is for the most part, but not entirely, "clerical" in nature). The county argues that combining a unit of clerical employees with operations and maintenance employees is not appropriate under previous PERC decisions, because the two groups lack a community of interest. The county also contends that a single unit is inappropriate because the employees work in separate locations and have divergent work environments, because their supervision is autonomous, because there is no central personnel policy and because they work under separate budgets. The county asserts that the different hours, overtime, wages, and dissimilarity in the terms and treatments of hiring, discipline, seniority should prevent the merger of these two bargaining units. Moreover, the county relies on the fact that each of the bargaining units has a viable history of separate collective bargaining. The county also questioned the propriety of merging these two bargaining units in the face of the collective bargaining agreements currently in force, one of which is not due to expire until December, 1985.

The petitioned-for bargaining unit would include all of the eligible employees of the county, save only a small group of separately represented employees engaged in the operation of a toll ferry on the Columbia River. Units consisting of all of the employees of an employer (with appropriate exclusions for elected and appointed officials, confidential employees and supervisors) have been found to be appropriate under RCW 41.56.060. In City of Long Beach, Decision 1051 (PECB, 1980) a unit consisting of all employees of the city, including those in water, sewer, street, park, clerical and police classifications, was considered appropriate.

City of Yakima, Decision 837 (PECB, 1980), which is cited by the county as authority in support of its position, is inapposite to the point the county attempts to make. While the decision noted differences in wages, hours and working conditions between the "uniformed" (as defined in RCW 41.56.030(6)) and non-uniformed employees of the city's fire department, the case turned on the fact that the uniformed personnel had access to interest arbitration to resolve bargaining impasses, whereas the non-uniformed employees were not eligible to use that procedure. The deputy sheriffs employed by Wahkiakum

County are not "uniformed personnel" within the meaning of RCW 41.56.030(6), and the interest arbitration procedures are not available to them. Other cases involving the separation between "uniformed" and non-uniformed personnel point out that employer-wide units of non-uniformed personnel (mixing white collar and blue collar occupations in the same bargaining unit) can be appropriate. In City of Wenatchee, Decision 911 (PECB, 1980), and in City of Bellingham, Decision 792 (PECB, 1979), attempts to fragment such employer-wide units of non-uniformed personnel were denied. Accord: Deschutes County, 101 LRRM 2738 (Oregon Ct. of Appeals, 1980).

The difficulty with the county's position, based on the facts of this case, is that the differences in skills, hours and training are more pronounced within the existing courthouse unit than between the courthouse unit and the road unit. The record shows that there are at least three different schedules of work hours within the courthouse unit (from 8 to 4 weekdays with 1 hour off for lunch for the clericals, to five 10-hours days with 3 days off for the deputy sheriffs, to 6 days on and 3 days off for the dispatchers). The road department, on the other hand, has a 7:30 to 4 shift on weekdays with a half hour off for lunch, which closely approximates the work shift for the clericals in the courthouse. There are some classifications in the courthouse unit which have other than "clerical" functions. There are substantial differences between the sheriff's deputies and the secretaries with respect to training and skills, but evidently not so substantial as to bother the county when it agreed to co-mingle those diverse types of employees in the courthouse bargaining unit.

While there is no centralized personnel department, there is a single employer acting through the Board of Commissioners, in whose name all of the collective bargaining agreements are negotiated. Even though there are separate budgets and separate sources of revenue, the record shows that there are substantial cross-overs of function and personnel, so as to indicate that there is a potential community of interest among the employees in the petitioned-for bargaining unit.

Moore Business Forms, 204 NLRB 552, 83 LRRM 1348 (1973) is relied upon by the county as support for its argument that the unit requested is inappropriate due to work in distant locations and diverse work environments. In Moore Business Forms, however, the unit which the union sought shared common supervision with others who the union did not seek to represent. The National Labor Relations Board held in that case that the unit was not appropriate because it was not a well-defined group. The situation at hand is distinguished on the facts, since the unit structure proposed by the petitioner in this case would not engender fragmentation by leaving behind groups of unrepresented employees.

Many of the cases cited by the county involve attempts to sever a group of employees from an existing employer-wide bargaining unit, and so are at the opposite pole from the case at hand. Thus, Renton School District, Decision 1386 (PECB, 1982) involved an attempt to sever 30 maintenance employees from the unit of 130 maintenance employees. This would have resulted in an unduly fragmented unit structure, and was rejected under the severance criteria adopted by the Commission in Yelm School District, Decision 704-A (PECB, 1979). Kent School District, Decision 127 (PECB, 1976) involved rejection by the Commission of an attempt to circumvent the application of severance criteria by a partial disclaimer. The Commission has approved severance of "clerical" bargaining units from larger units, but with recognition that either unit structure was potentially appropriate. See: Mukilteo School District, Decision 1008 (PECB, 1980).

The record does disclose substantial differences between the two collective bargaining agreements, but there are substantial similarities as well. The basic working conditions relating to the number of holidays, sick leave, vacation, and insurance are the same. Road department personnel are paid on an hourly basis, but so are some clerical employees in the courthouse. On the other hand, the road department secretaries are salaried. The major differences between the contracts (in union security and the arbitration of grievances) are bargainable rather than insurmountable. There are no compelling grounds, such as the existence of divergent impasse procedures (City of Yakima, supra,) or the existence of separate employer entities (City of Lacey, Decision 396 (PECB, 1978)) which preclude the employees from attempting to band together for the purposes of advancing their common interests through collective bargaining with their common employer.

The union filed its representation petition in advance of the December 31, 1982 expiration of collective bargaining agreements covering both bargaining units. The parties then proceeded to negotiate a 3-year contract extension in the road unit and a 1-year extension for the courthouse unit. At the pre-hearing conference, the parties stipulated that the petition was timely filed. The county, in its opening statement at the hearing and in its post-hearing brief, raises questions as to the effect of the labor contracts, since they will expire on different dates. The county now appears to argue that the existence of these two agreements, with different termination dates, renders an order to combine the existing bargaining units unenforceable. Even apart from the fact that the county is now, without explanation, taking a position in contravention of its previous stipulation in the matter, the position is without merit. The decision of the Commission in Yelm School District, supra, states the general rule, i.e., that employers should avoid controversial contact with employees under a question concerning representation, including refraining from negotiating a successor contract with the incumbent exclusive bargaining representative. The case

at hand is unusual, in that there is no third party involved in the representation case. Knowing that there would be some delay in getting a decision on the petition to merge the bargaining units, these parties voluntarily entered into negotiations while the petition was pending. Nothing is apparent from the face of the documents or is claimed to indicate that the parties resolved the unit determination issues by signing the new collective bargaining agreements, and so the contracts were also signed with knowledge on the part of both parties that the unit was in question. The parties create a contract bar "window" period by signing a collective bargaining agreement having a fixed termination date more than ninety days hence. Once such a "window" is opened, the parties to the contract are without power to close it, and any attempt to extend the contract beyond its original term will be disregarded for contract bar purposes as a "premature extension". As noted above, the union stands in this case in the shoes of a petitioner for certification as exclusive bargaining representative. The employer earlier acknowledged that the petition was timely filed. Had there been another organization in place as the incumbent representative, the petitioner would have been in a position to object that any negotiations were taking place, and nothing signed by the employer and such an incumbent subsequent to timely filing of the petition could have cut off the proceedings.

The fact that the employees have a history of bargaining through a fragmented bargaining unit structure does not mean that the bargaining unit structure can never be reformed or consolidated. To elevate the history of bargaining criteria above all others would negate the "modifying or combining the bargaining unit" language of RCW 41.56.060. See Tumwater School District, supra. Although there are differences in details, commission precedents clearly would allow a finding that the employees in the proposed bargaining unit have sufficient similiarity of working conditions and interests to permit their inclusion in a single unit. Where other unit determination criteria are in balance, so that two or more potential bargaining unit structures are appropriate, the desires of the employees may be expressed through a unit determination election. See Mukilteo School District, supra, where employees were offered an opportunity to vote on severance from a historical unit, and Tumwater School District, supra, where employees were permitted to abandon their separate histories of bargaining by vote. At the hearing, the union's representative asserted that the two locals had voted unanimously to merge, but the county questioned the assertion, claiming it is of little value unless verified through a secret ballot or by poll. The county cites Ideal Laundry Drycleaning, 59 NLRB 1281, (1965) as authority. In the Ideal Laundry case, the testimony of drivers that they wished to be included in a general unit was held to be irrelevant. The point is well taken. Straw polls are not to be relied upon. Spokane Transit Authority, Decision 1642 (PECB, 1983).

The union filed its representation petition without a showing of interest, but at that time was the undisputed incumbent exclusive bargaining representative in each of the bargaining units involved. The incumbent exclusive representative is entitled to a (rebuttable) presumption of continuing majority status, and incumbents are thus allowed to intervene in representation proceedings under WAC 391-25-170 based on incumbency. In Mount Vernon School District, Decision 1629, (PECB, 1983), it was held that the incumbent exclusive bargaining representative which filed a petition to merge bargaining units must file a showing of interest to demonstrate that its petition has the support of 30% of the employees in the proposed consolidated unit. The petition in the instant case was filed prior to the decision in Mount Vernon and, therefore, the petitioner lacked the guidance of the Mount Vernon decision. Moreover, the parties stipulated at the pre-hearing conference held prior to issuance of the Mount Vernon decision that the Public Employment Relations Commission had jurisdiction in the matter. A showing of interest requirement may help to avoid a needless expenditure of limited agency resources, but substantial effort has already been devoted to this case. Under the particular circumstances existing here, insistence on a showing of interest at this late date would put the effort already expended to waste. The unit determination question will be resolved by the votes cast at the ballot box.

Eligibility Of Certain Classifications

The union initially sought to add the following positions to the merged bargaining unit: chief deputy treasurer, chief deputy auditor, guard, and janitor. During the proceedings, the county sought to remove the road department accountant from the unit. During the hearing, the unrepresented position of permit coordinator was discovered, and the guard position was found to be non-existent.

The union contends that the employees in the chief deputy positions spend most of their time doing the work similar to that of employees who are presently included in the courthouse bargaining unit, and that their participation in labor relations is, for the most part, minimal. The union argues that in the short time the chief deputy treasurer has been employed there is no evidence on the record of any involvement in labor relations, and that it would be speculative to think that in the future she may have those responsibilities. The union further claims that it is not convinced by the record that there has been a change in circumstances warranting the removal of the accountant from the bargaining unit. Finally, the union contends that the janitor and the permit coordinator are doing non-supervisory, non-confidential work, and therefore, should be included in the bargaining unit.

The county argues that the chief deputy auditor and chief deputy treasurer positions have never been in the unit, and that they make effective recommendations in the area of labor relations. The county contends that the janitor and permit coordinator have never been in the unit, and that there have not been any significant changes in their duties since the time of the formation of the unit. The county contends that the accountant for the road department should be removed from the bargaining unit, as she has taken on additional duties which cause her to make recommendations on grievances and to participate in the formation of collective bargaining proposals. She is also claimed to be involved in the training, discipline, and work assignments of subordinates.

The chief deputy auditor prepares preliminary budgets for elected officials, has given her views on hiring, and has, in one instance, discussed work deficiencies with a junior employee. She does not routinely assign work because her duties, as well as those of the others in the office, have been predetermined. The record indicates that she spends most of her time doing work similar to that done by the deputy auditor, the clerk and the auditor herself. While she is not a member of the county's negotiating team, she did attend one or two sessions taking notes for her superior. She has also typed some letters relating to labor relations. RCW 41.56.030(2) provides for the exclusion of those employees "whose duties as deputy ...necessarily imply a confidential relationship to the executive head or body of the applicable bargaining unit...." In Iaff v. City of Yakima, 91 Wn.2d 101 (1978), the Supreme Court ruled that the confidential relationship must flow from an official intimate fidiciary relationship, and must concern policy responsibilities including the formulation of labor relations policy. The "labor nexus" test for confidential status has also been adopted in the private sector under the National Labor Relations Act. See: NLRB v. Hendricks County Rural Electric Membership Corporation, ____ US ____, 108 LRRM 3105 (1981). The decisions of the Public Employment Relations Commission have followed the policy that the exclusion is narrow, and that the burden on the employer seeking exclusion is a heavy one. City of Seattle, Decision No. 689-A (PECB, 1979), Cape Flattery School District, Decision No. 1249-A (PECB, 1982). The preparation of preliminary budgets, the payment of bills and the assignment of work was not sufficient to exclude the chief deputy auditor from the bargaining unit in Douglas County, Decision No. 1341 (PECB, 1982). The occasional giving of opinion in the formulation of bargaining positions fell short of the "labor nexus" to qualify for the confidential exemption in Mason County, Decision No. 1552, (PECB, 1983). On the other hand, the compilation of statistical data for negotiations, along with the attendance in a single bargaining session, was sufficient to warrant exclusion in Pacific County, Decision No. 1653, (PECB, 1983). Processing of letters and proposals relating to labor relations, together with a direct reporting relationship to those with labor relations functions, served to

exclude employees from the bargaining units in Pe Ell School District No. 301, Decision No. 1068-A, (PECB, 1981) and San Juan School District No. 143, Decision No. 1321, (PECB, 1982). In the instant case the chief deputy auditor, unlike her counterpart in Douglas County, supra, attended bargaining sessions on behalf of her superior, participated in the hiring decisions on subordinates and counseled a junior employee on work deficiencies. She also typed several letters relating to labor relations. While these responsibilities, taken separately, might not be deemed sufficient to qualify for exemption, taken together they are sufficient to warrant her continued exclusion from the bargaining unit.

The chief deputy treasurer was hired in March of 1983. The record shows that she has not done any evaluation, participated in any hiring, assignment of work, or the handling of grievances, nor had her predecessor. The treasurer has very little in the way of substantive responsibilities relating to labor relations. The treasurer testified she did not contribute any suggestions that became county proposals in collective bargaining. The attorney representing the county in negotiations for both contracts was hired by the county commissioners. It would therefore appear that the county claim that the chief deputy treasurer is involved in the formation of labor relations policy is not supported. The chief deputy must have been involved in effective participation in order to be excluded. While the title of chief deputy may suggest supervisory or confidential responsibilities, the Commission must look behind the title. It is clear that this chief deputy spends a vast majority of her time doing work similar to those she supposedly supervises. She will be included in the county-wide bargaining unit if it is created.

The janitor performs manual labor and light non-mechanical maintenance work 4 to 5 hours per day in and around the courthouse. She has had some working contact with employees in the proposed units. The permit coordinator reports directly to the county commissioners and investigates shoreline permit requests. He has no subordinates. Because of lack of space, he works 1 to 1½ miles away from the courthouse, in the State Department of Natural Resources offices. He works the same hours and has benefits identical to those other county employees. The county has failed to make any case whatsoever to exclude the janitor and the permit coordinator from being represented in a county-wide bargaining unit. The janitor and permit coordinator perform substantially non-supervisory non-confidential work and will be included within the county-wide bargaining unit if it is created.

The accountant for the road department handles the payroll for all departments, helps with the budget and works with the engineer at the courthouse. Working with her is a secretary. She notifies the road foremen of citizen complaints involving "chuckholes" or obstructions on roads, ice, etc. Her position is currently listed within the bargaining unit. The

engineer hired the secretary to whom she occasionally assigns work. The county has failed to make its case regarding the removal of the road department accountant from the existing bargaining unit. In the two years that have elapsed from the creation of the courthouse unit, the record fails to disclose any change in circumstances warranting the removal. The accountant is assigned to an office doing the same work as the clerical employees she purportedly supervises. Her recommendations on grievances is merely a consultive role, having no more substance than the the observations of a senior long-term worker regarding the performance of a junior.

Election Procedure

Unit determination elections will be conducted among the employees in the two existing bargaining units, as outlined in Tumwater School District, supra. If the majority of the employees eligible in either of the existing bargaining units fail to vote in favor of consolidation of units, the petition in this case will be dismissed as seeking an inappropriate bargaining unit. Under such circumstances, there would be no reason for the parties to disturb the multi-year contract which they have negotiated for the road department under the cloud of this proceeding, and they would resume negotiations for the courthouse unit in its original form. On the other hand, if the majority of the employees eligible in both of the existing units vote in favor of consolidation of bargaining units, then a representation election will be necessary, even in the absence of an intervenor, because the union seeks to expand the bargaining unit beyond the sum of the pre-existing parts. See: Mount Vernon School District, supra. All of the employees in both of the existing bargaining units and all of the previously unrepresented employees who will be included in the newly created bargaining unit will be eligible voters in that representation election. The unit determination and representation elections may be conducted at the same time for reasons of administrative efficiency, but the unit determination election ballots will be counted first. The representation election ballots will be impounded without tally if the petition is to be dismissed.

FINDINGS OF FACT

1. Wahkiakum County is a county of the State of Washington and is a public employer within the meaning of RCW 41.56.030(1).

2. Washington State Council of County and City Employees, Local 1557, a bargaining representative within the meaning of RCW 41.56.030(3), has been recognized since 1963 as the exclusive bargaining representative of the employees in the Wahkiakum County road department in the

classifications of working foreman, mechanic, heavy equipment operator, scoop operator, truck driver, and common laborer.

3. Washington State Council of County and City Employees, Local 1557-C, a bargaining representative within the meaning of RCW 41.56.030(3) is the certified exclusive bargaining representative of all full-time and regular part-time employees in the following departments: sheriff, cooperative extension service, assessor, treasurer, auditor, with exclusions of undersheriff, chief deputy treasurer, chief deputy auditor, employees of the prosecutors office, juvenile department, employees covered by other labor agreements and confidential employees as defined by RCW 41.56.

4. Washington State Council of County and City Employees, AFL-CIO, a bargaining representative within the meaning of RCW 41.56.030(3), has filed a petition with the Public Employment Relations Commission pursuant to Chapter 391-25 WAC, seeking certification as exclusive bargaining representative of all full-time and regular part-time employees of Wahkiakum County, excluding elected officials, officials appointed for fixed terms, confidential employees, supervisors and county employees engaged in the operation of the Puget Island ferry. The employees in the petitioned-for bargaining unit have diverse duties as all of the employees of the employer except for an isolated and specialized operation, but share common interests, benefits and working conditions as employees of a single employer. The creation of the petitioned-for bargaining unit would reduce fragmentation of the employer's work force among bargaining units, and would constitute the maximum extent of organization of employees of the employer.

5. There are currently unrepresented employees of Wahkiakum County in the classifications of chief deputy treasurer, courthouse janitor and permit coordinator, whose duties, skills, working conditions, supervision and benefits are similar to those of employees within one or the other of the existing bargaining units. None of those employees have a confidential relationship with their superiors with respect to matters of labor relations policies of the employer or a supervisory relationship to other employees of the employer.

6. The chief deputy auditor has performed various tasks involving access to confidential information concerning the labor relations policies of the employer and directs the work of subordinate employees, so as to have both a confidential relationship with the employer on matters of labor relations policy and a supervisory relationship to other employees of the employer.

7. The accountant in the road department is a clerical and/or technical employee of the employer who does not perform either supervisory or confidential duties on behalf of the employer. Her access to payroll information does not necessarily imply access to information concerning the confidential labor relations policies of the employer.

CONCLUSIONS OF LAW

1. The Public Employment Relations Commission has jurisdiction in this matter pursuant to Chapter 41.56 RCW and Chapter 391-25 WAC.

2. A bargaining unit consisting of all full-time and regular part-time employees of Wahkiakum County, excluding elected officials, officials appointed for fixed terms, confidential employees, supervisors and county employees engaged in the operation of the Puget Island ferry, would be an appropriate bargaining unit within the meaning of RCW 41.56.060, if the employees in the existing bargaining units indicate by vote in a secret ballot unit determination election that they desire to be included in such a unit.

3. A question concerning representation will exist for determination under RCW 41.56.060 in the bargaining unit described in paragraph 2 of these conclusions of law, if the majority of the employees eligible in each of the existing bargaining units vote in favor of the creation of the consolidated unit in the election to determine desires of the employees.

4. The chief deputy treasurer, road department accountant, courthouse janitor and permit coordinator are non-supervisory public employees within the meaning of RCW 41.56.030(2), and will be eligible voters in a representation election conducted pursuant to paragraph 4 of these conclusions of law.

5. The chief deputy auditor is a confidential employee within the meaning of RCW 41.56.030(2)(c), and is not a public employee within the coverage of Chapter 41.56 RCW.

DIRECTION OF ELECTIONS

1. A unit determination election by secret ballot shall be held under the direction of the Public Employment Relations Commission in each of the following voting groups:

Voting Group No. 1:

All full-time and regular part-time employees of the Wahkiakum County Road Department, excluding elected officials, officials appointed for fixed terms, confidential employees, supervisors, clerical employees, employees engaged in the operation of the Puget Island ferry, and all other employees of the employer.

Voting Group No. 2:

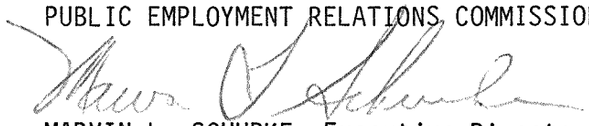
All full-time and regular part-time employees of Whakiakum County, excluding elected officials, officials appointed for fixed terms, confidential employees, supervisors, the chief deputy auditor, the chief deputy treasurer, the permit coordinator, and courthouse janitor, operations and maintenance employees of the Road Department, and employees engaged in the operation of the Puget Island ferry.

to determine whether a majority of the employees eligible to vote in each separate voting group desire to constitute themselves part of a consolidated bargaining unit consisting of all employees of Wahkiakum County except elected officials, officials appointed for fixed terms, confidential employees, supervisors and employees engaged in the operation of the Puget Island ferry.

2. A representation election by secret ballot shall be held under the direction of the Public Employment Relations Commission, conditioned on the outcome of the unit determination directed above resulting in approval by both voting groups of the consolidated unit, to determine whether a majority of the employees in the bargaining unit consisting of all employees of Wahkiakum County, excluding elected officials, officials appointed for fixed terms, confidential employees, supervisors and employees engaged in the operation of the Puget Island ferry, desire to be represented for the purposes of collective bargaining by the Washington State Council of County and City Employees, AFL-CIO, or by no representative.

DATED at Olympia, Washington, this 16th day of March, 1984.

PUBLIC EMPLOYMENT RELATIONS COMMISSION



MARVIN L. SCHURKE, Executive Director