STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the matter of the petition of:	CASE NO. 5804-E-85-1037
WASHINGTON FEDERATION OF TEACHERS	DECISION NO. 2374 - CCOL
Involving certain employees of: COMMUNITY COLLEGE DISTRICT NO. 12	FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

Barbara A. Otterson, Assistant to the President, appeared on behalf of the petitioner.

John Hurley, Personnel Director, appeared on behalf of the employer.

Catherine C. O'Toole, General Counsel, and Eric R. Hansen, Attorney at Law, appeared on behalf of the intervenor, Association of Higher Education/Washington Education Association.

Washington Federation of Teachers (WFT or petitioner) filed a petition on May 1, 1985, requesting the Public Employment Relations Commission to investigate a question concerning representation involving certain employees of Community College District No. 12 (employer). On May 3, 1985, pursuant to WAC 391-25-130, the employer was requested to supply a list of employees occupying classifications or positions described in the petition. In response, on May 10, 1985, the employer provided a list of approximately 550 individuals who were arguably covered by the petition. On the same date the petitioner was informed that its showing of interest appeared, on the basis of the list provided by the employer, to be insufficient under the require-

ment of WAC 391-25-110. On May 15, 1985, petitioner filed a "statement of good cause", challenging the scope of the employee list provided by the employer.

On May 15, 1985, Association of Higher Education/Washington Education Association (AHE or intervenor) moved for intervention in the proceedings as the incumbent exclusive bargaining representative of the employees involved.

A pre-hearing conference was conducted on May 24, 1985, and a statement of results of pre-hearing conference was issued on June 6, 1985, wherein issues were framed as to whether the Washington Federation of Teachers/American Federation of Teachers is an employee organization within the meaning of RCW 28B.52.020 in the absence of a chartered local organization at Community College District No. 12, as to the description of the appropriate bargaining unit, and as to the eligibility of employees to vote in any election. It was made clear at the pre-hearing conference that the petition in this matter would be dismissed in the event that the bargaining unit and eligibility list were found to encompass a larger number of employees than the petitioner's showing of interest could sustain.

A hearing was conducted on July 20, 1985, before Hearing Officer Kenneth J. Latsch. The petitioner and the intervenor filed post-hearing briefs. The employer filed a post-hearing letter stating its neutrality on the representation issue.

BACKGROUND

Operated under the provisions of Title 28B. RCW, Community College District No. 12 provides a number of educational services to residents in the west-central portion of the State of

Washington. The employer operates three educational facilities: Centralia College, located in Centralia, Washington; South Puget Sound Community College, in Olympia, Washington; and the Garrett Heyns Education Center, located in Shelton, Washington. While the two community colleges offer a variety of academic courses, the Garrett Heyns facility specializes in vocational arts such as auto mechanics, carpentry and welding, with a limited curriculum in such areas a business education and social studies.

A board of trustees establishes general policy direction for the community college district. A district president, appointed by the trustees, manages daily business. The president is assisted by a grant coordinator, business manager, personnel director, and college relations coordinator. Each educational facility has an administrator to direct local curriculum matters. These administrators, the president of South Puget Sound Community College, the president of Centralia College, and the director of the Garrett Heyns Education Center, report directly to the district president. The two community college presidents have extensive support staffs working under titles such as dean of instruction, dean of students, and dean of educational services, to assist in the administration of the community college operations.

The bargaining relationship between the employer and the Association for Higher Education dates back to a time prior to 1976, when the AHE sustained its incumbency in a representation election conducted by the Commission on a petition filed by the AFT. See: Community College District 12, Decision 72 (CCOL, 1976), where the bargaining unit was described as:

> All full time and regular part-time academic employees of Community College District 12, excluding administrators.[1]

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[1] There was no dispute in that case on part time employees.

The bargaining unit was described in the July 1, 1983 through June 30, 1985 collective bargaining agreement between the employer and the AHE as:

> ... all Community College District No. 12 faculty members as defined in RCW 28B.52 and/or listed in the salary appendix of this Agreement. Excluded from such recognition are all non-faculty (including community services) and classified employees and academic employees who have been exempted by virtue of Board Resolution No. 76-62, dated December 9, 1976, and by Board Resolution 80-12-A dated March 13, 1980. In the event that additional classifications are created by the Employer during the duration of this Agreement, such classifications which are substantially similar to those exempted from recognition or inclusion in the bargaining unit shall also be exempt from such recognition or inclusion. [2]

Apart from the collective bargaining agreement, working conditions at each educational facility are set under terms of professional contracts signed by each faculty member.

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[2] All of the parties in the instant case agree that "community service" instructors have been and should continue to be excluded from the bargaining unit. Such persons are described in the most recent collective bargaining agreement as "non-faculty", although there is indication that they teach a variety of recreational and other courses funded exclusively from student tuition. RCW 28B.52.020 defines "academic employee" as including "any teacher, counselor, librarian, or department head, who is employed by any community college district". The exclusionary stipulation of the parties is accepted for the purposes of the instant case in the absence of any information to contraindicate its propriety. The exclusion of the community service instructors reduces the list provided by the employer from more than 550 names to something on the order of 500 names.

The community college district operates on a July 1st through June 30th fiscal year, and classes are operated throughout the year. The employer's workforce consists of both full-time and part-time employees. For the 1984-1985 school year, Community College District No. 12 employed 136 persons as full-time faculty members and had 392 persons on its records who had received pay as part-time faculty members. In other words, seventy-four percent (74%) of the persons on the district's faculty list worked on a part-time basis.

The members of the full-time faculty typically begin employment in mid-September, for a 177 day work year. The normal full-time work load is 7 hours per day or 35 hours per week. These persons work under individual employment contracts which specify the instructor's salary for the basic teaching assignments, as well as additional duties and extended terms. The record indicates that some instructors have worked as much as 225 days under extended contracts. Hiring is done through the district's personnel office. Full-time faculty are paid twice a month.

Like full-time faculty, part-time faculty members must have a master's degree in a particular field of expertise or, in the case of a vocational subject, must possess current vocational certification. The employer has an ongoing need for such part-time employees, and its personnel office actively recruits part-time faculty. The wages, hours and working conditions of the part time employees are compared to those of full-time employees in the paragraphs which follow.

The actual hiring of part time employees is done by the local community colleges. It is common practice in the district to hire part-time faculty members in advance of the time that student enrollment warrants the addition of a specific class section. In general, class schedules are designed by determining

student need for a particular offering, obtaining funds for the class, and finding qualified instructors to teach the class. Certain classes are offered only during specific time periods each school year.[3] By signing part-time instructors to contracts in advance of necessary enrollment, the employer ensures that it has adequate staff levels available for its widely varied curriculum. Once a part-time instructor is hired, however, that individual does not automatically begin to earn a salary. In the event that student enrollment does not fulfill minimum requirements for a scheduled class, the class will be cancelled and the instructor will receive only a small payment from the employer. In addition to assignments teaching one or more regularly scheduled course sections for a full quarter or more, the record reflects that part-time employees may be hired to teach weekend classes and short courses having a duration of less than a full academic quarter.

Part-time faculty members receive compensation under terms of the collective bargaining agreement at the same rate as full-time faculty. Wage scales are set in relation to the faculty member's educational experience and longevity. Most part-time faculty are paid once a month, but "lump sum" payments are arranged in rare instances at the conclusion of the particular course being taught. Insurance benefits offered to all faculty members are based on guidelines established by the State Employees Insurance Board. The part-time faculty handbook explains insurance coverage and eligibity for insurance benefits:

> Normally, part-time faculty are not eligible to receive State of Washington medical, dental, life and disability insurance

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[3] Such classes typically deal with the maintenance of a certificate of competence in specialized areas, such as firefighting or life support techniques used by paramedics.

> benefits due to the temporary nature of their employment. Part-time faculty may qualify for benefits if:
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> 1. The part-time faculty employee is employed for at least half-time (17-1/2 hours a week) on a quarter-to-quarter basis in which case the employee will qualify for benefits beginning with the second consecutive quarter of employment.
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> 2. The part-time faculty employee is employed for at least half-time (17-1/2 hours a week) and employment is expected to continued (sic) for more than six (6) months in which case the employee is eligible on the first day of employment.

Once hired, part-time faculty perform the same duties as do full-time instructors.

Part-time instructors sign a "part-time professional contract" that specifies the number of hours to be worked and the rate of compensation to be paid. The contract form provides:

> Insufficient enrollment shall be adequate cause to terminate this contract and to pay the instructor only for those sessions or portions thereof for which the employee is present. Neither this appointment nor any policy, rule, or regulation shall be construed as providing the employee with an expectance of reemployment upon the conclusion of this agreement. This position is not tenurable and is on a part-time temporary basis.
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> * * *
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> This contract recognizes fully all applicable provisions of any negotiated agreement between the board and the duly recognized representative of the academic employees in existence during the period of time covered by this contract.

Part-time faculty are spoken of as being district employees only for the time they are actually conducting classes. For example, a part-time instructor working the fall quarter is not considered to be a district employee in the winter quarter if the instructor is not actively engaged in class activities during the winter quarter. On the other hand, the evidence establishes that the employer's policies, while not guaranteeing employment beyond one quarter, in fact encourage part-time faculty to return for future employment. The district's preference for returning part-time faculty is set forth in the employee handbook supplied to each part-time instructor, as follows:

> 3.310 Selection
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> Part-time faculty employed for less than 17-1/2 hours per week, or for more than 17-1/2 hours per week but limited to two consecutive quarters of employment are appointed by the college president upon the recommendation of the dean of instruction. Part-time faculty are selected on the basis of education, experience, and prior teaching experience, particularly within Community College District Twelve.

For the 1984 summer quarter, records indicate that ninety-six percent (96%) of the part-time faculty had prior teaching experience with the district. In the 1985 winter quarter, the rehire rate among part-time instructors was ninety-two percent (92%) and for the 1985 spring quarter, eighty-seven percent (87%) of the part-time faculty had prior teaching experience in the district. While new applicants for part-time employment must complete a detailed application, returning part-time instructors do not re-apply.

During the seventh week of each quarter, all faculty members are evaluated. As part of the evaluation process, students are requested to comment on the quality of classes offered. Negative

student comments can adversely affect further employment opportunities for a part-time instructor. The same evaluation form is used for all full-time and part-time faculty members.

POSITIONS OF THE PARTIES

Petitioner maintains that it is qualified to serve as an "employee organization" within the meaning of RCW 28B.52.020. Petitioner notes that it represents community college faculty in other community college districts within the state, and argues that the mere lack of a chartered local affiliate at Community College District No. 12 does not disqualify petitioner from serving as the bargaining representative there. Petitioner contends that the appropriate bargaining unit consists only of full-time and part-time faculty members who were on the employer's active payroll, or on a recognized leave of absence or layoff, at the time that the petition was filed on April 30, 1985. The petitioner contends that specific eligibility questions must wait for resolution until the appropriate bargaining unit is determined.

The intervenor argues that an April 30, 1985 eligibility date cutoff is artificial, and would not allow proper consideration of the bargaining unit structure. As to the scope of the bargaining unit, the intervenor notes that a large number of part-time faculty are employed by the district. While recognizing that this representation matter is governed by Chapter 28B.52 RCW, intervenor asks that community of interests standards set forth in Chapters 41.56 and 41.59 RCW be applied to determine the propriety of the bargaining unit. However, the intervenor cautions that Commission precedent dealing with casual employees (substitute teachers) in public schools does not reflect the employment relationship in the community college setting.

Intervenor requests that the Commission determine the scope of the bargaining unit by examining employees' expectation of employment as measured by courses taught. The intervenor argues, based on the statutory three-year limit on collective bargaining agreements, that the Commission should allow the inclusion of any part-time faculty members who work consecutive school quarters as well as those who have taught at least one course in each of the three calendar years. Additionally, intervenor contends that employees on leaves of absence must be considered in the determination of the sufficiency of petitioner's showing of interest.

The employer does not take a position in this matter.

DISCUSSION

Status as Bargaining Representative

While an issue was raised at the pre-hearing conference in this case as to the status of the WFT, the matter was not pursued by the intervenor at the hearing or in its post-hearing brief. The petitioner, on the other hand, adduced evidence concerning its structure and purposes, and its representation of employees of other employers. RCW 28B.52.020 defines "employee organization" as:

> ... any organization which includes as members the academic employees of a community college district and which has as one of its purposes the representation of the employees in their employment relations with the community college district.

The language found in RCW 28B.52.020 is similar to that contained in RCW 41.56.030(3) and RCW 41.59.020(1). Commission precedent

under those statutes indicates that as long as an organization has the representation of public employees for purposes of collective bargaining as one of its primary functions, the organization should be allowed to act in that capacity. See: Southwest Washington Health District, Decision 1304 (PECB, 1981). Given the circumstances presented, it appears that there is no real dispute involving petitioner's status as a bargaining representative.

Scope of Bargaining Unit

This is a case of first impression in the community college setting. While the Public Employment Relations Commission has dealt with the status of less-than-full-time employees under the terms of Chapter 41.56 RCW, the Public Employees Collective Bargaining Act, and under Chapter 41.59 RCW, the Educational Employment Relations Act, no previous case is cited or found where the status of "part-time" employees has been decided in the community college setting. A brief analysis of existing precedents is instructive.

Since as early as Everett School District, Decision 268 (EDUC, 1977), the inclusive "all" language of the definitions of "employee" found in the various collective bargaining statutes administered by the Commission has been interpreted, in light of the practices and precedents of the National Labor Relations Board, to distinguish between "regular" and "casual" employees. Regular part-time employees are entitled to the rights conferred by the collective bargaining statutes, and are usually placed in the same bargaining unit with full time employees doing the same type of work. Lake Washington School District, Decision 484 (EDUC, 1978). By contrast, casual employees (i.e., those who have had a series of brief, separate and concluded employment

relationships with the employer) are not deemed to have an ongoing employment relationship with the particular employer that is cognizable under the collective bargaining statutes, and are excluded from bargaining units comprised of employees of that employer. Columbia School District, et. al., Decision 1189-A (EDUC, 1982). Nothing is found in Chapter 28B.52 RCW which precludes a similar application of the traditional "regular" vs. "casual" distinction under that statute.

Chapter 28B.52 RCW contains only skeletal provisions for the conduct of representation and unit determination proceedings, but it is not entirely silent. In addition to the rule-making authority conferred on the Commission by RCW 28B.52.080, we have the following excerpt from RCW 28B.52.030:

> Representatives of an employee organization, which organization shall by secret ballot have won a majority in an election to represent the academic employees within its community college district, shall have the right ... to meet, confer and negotiate with the board of trustees ... to communicate the ... judgment of the professional staff ... (emphasis supplied)

The references to the employees covered by Chapter 28B.52 RCW as a single group in each district, and the singular reference to "district" are interpreted as requiring a single, district-wide bargaining unit of academic employees in each district. It follows that there is no room in the scheme of this statute for a separate unit of part-time employees. Such a conclusion is consistent with results reached under other statutes. Thus, RCW 41.59.080 provides specific statutory direction for dealing with the composition of bargaining units of certificated employees in the common schools setting:

> 41.59.080 Determination of bargaining unit--Standards. The commission upon proper

> application for certification as an exclusive bargaining representative or upon petition for change of unit definition by the employer or any employee organization within the time limits specified in RCW 41.59.070(3), and after hearing upon reasonable notice, shall determine 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 educational employees; the history of collective bargaining; the extent of organization among the educational employees; and the desire of the educational employees; except that: (1) A unit including nonsupervisory educational employees shall not be considered appropriate unless it includes all such nonsupervisory educational employees of the employer.
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> * * *

Following the directive of that statute, the Commission determined that substitute teachers who worked a sufficient amount to be considered regular part-time employees must be included in the nonsupervisory certificated employee bargaining units in the various school districts. See: Columbia School District, et. al, supra. Even in the absence of policy dictated directly by a controlling statute, separate units limited to regular part-time employees have been found to be inappropriate where there is an ongoing potential for work jurisdiction conflicts vis-a-vis the unit of full-time employees doing similar work. City of Seattle, Decision 781 (PECB, 1979); North Thurston School District, Decision 2085 (PECB, 1985).

The task remaining in this case is to formulate a test, or threshold, for distinguishing the regular part-time employees from the casual employees in this industrial setting. A common element found in all of the cases establishing part-time tests is identification of a community of interests in the particular

employment relationship. To determine that such a community of interests exists, the affected employees must possess similar duties, skills and working conditions. See: North Thurston School District, Decision 2085 (PECB, 1985).

The industrial practice in the common schools is to assign both students and teachers into classes according to a fixed schedule. Teachers and other certificated employees holding such assignments are signed, pursuant to provisions of state law, to individual employment contracts effective for the balance of the academic year, and such persons are routinely included in bargaining units under Chapter 41.59 RCW. Due to the existence of requirements concerning the continuous supervision of students in those grade levels, the employers in each of the cases which has been brought to the attention of the Commission have had a companion practice of scheduling "substitute" employees to take over the classes of regularly assigned employees when they are absent from work under their statutory leave for illness, injury or emergency, or for other short-term absences. The employers thus have an ongoing need for, and maintain a cadre of, persons who are available to work in their schools as substitute teachers. Looked at from the employee perspective, it became clear that there are persons in the workforce who make all or a substantial portion of their income by working as substitute teachers in that industrial setting. In the situation of persons working as substitute teachers in the common schools, the Commission has adopted a threshhold for inclusion in the unit of nonsupervisory certificated employees if the individual works for the particular employer as a substitute for more than thirty (30) days in a one-year period. Columbia School District, et. al., supra. In recognition of the fact that substitutes who take over a particular class for a substantial period of time must eventually also take over the lesson planning function of the regularly assigned teacher, the Commission has also included individuals in

bargaining units where they have worked for more than twenty (20) consecutive days in the same teaching assignment. Everett School District, supra; Spokane School District, Decision 874 (EDUC, 1980); Columbia School District, et al., supra.

When the Commission was called upon to look at the situation of classified employees in the common school system, a slightly different test was set out to reflect that industrial setting. In some cases, and particularly for school bus drivers (in order to keep established routes and schedules intact), food service employees (in order to provide lunches at the times called for by class schedules), custodians (in order to clean up buildings for the next day's classes), and aides (in order to provide assistance to teachers in scheduled classes), school districts commonly call in "substitute" personnel to cover the short-term absences of regularly scheduled employees. As with the substitute teachers, it was found that the employers maintained a cadre of persons to fulfill those needs, and that there were persons who came to expect that they could earn all or a substantial part of their income by such work. Recognizing that the "lesson planning" component applicable to teachers had no counterpart factor for classified employees, the "continuous employment" requirement of the threshhold for substitute teachers was omitted from the threshhold for school district classified employees. Accordingly, substitute classified employees are considered to be regular part-time employees, and are included in existing bargaining units, if they have worked more than thirty (30) days within a one-year period. Sedro Woolley School District, Decision 1351-C (PECB, 1982).

Yet another industrial setting was under scrutiny, and a different test was established, in King County, Decision 1675 (PECB, 1983). The employees involved there were the persons who operate sound and closed-circuit television equipment in the

King County Stadium (The Kingdome) during events held in that facility. Unlike the earlier cases cited above, there was no underlying workforce of full-time employees. The question was thus limited to establishing a threshhold for distinguishing "regular" from "casual" employees within a workforce where all of the employees were "part-time". It was recognized that different employment relationships require different standards for determining the threshold for bargaining unit inclusion. Again, however, the evidence established that the employer had an ongoing need for this type of employee and that there was a cadre of persons who had been earning a substantial income from this type of work. After review of both NLRB and PERC precedent, it was concluded that a threshhold set at "an average of 11 or more event shifts per quarter during the four [immediately preceding] quarters" should be applied.

In the context of precedent in which substantial differences of industrial practice have been dealt with as they have arisen, the Commission is able to resolve the unit inclusion issue raised in this case within the facts presented. The evidence in this record indicates, in fact, that the employer has substantially more part-time employees than it has full-time employees.[4] It is clear that the community college district has both a long-standing practice of using part-time employees, and an ongoing need for such employees as a part of its workforce. Although its individual employment contracts and the applicable tenure statutes may not grant a legally binding right to ongoing employ-

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[4] To the extent that any of the workforce statistics in this record are couched in terms of "full time equivalency", they under-state the importance of the part time employees as a proportion of the number of employees involved in this case. Neither Chapter 28B.52 RCW nor any known precedent makes provision for proportional voting or other limitation on the voice and vote of regular part-time employees in a representation election.

ment for part-time employees, the employer's practices concerning preferential hiring and waiver of application procedures for returning part-time employees indicate, in fact, that there is an ongoing relationship between the employer and at least some of its part-time employees. In turn, it can be inferred from the evidence that there is a cadre of persons who have acquired a reasonable expectancy of earning substantial income as part-time employee of this employer.

Both of the employee organizations involved in this case have taken extreme positions. In this respect, this case is reminiscent of Everett School District, supra, where the employer took a simplistic position of: "they don't have contracts, ergo they are not employees", while the employee organization took a simplistic position of: "they hold teaching certificates, ergo they should be in the bargaining unit". Both of the extremes were rejected in Everett. Both of the extremes must be rejected here.

The WFT would limit eligibility to a snapshot of those on the active payroll at the time the representation petition is filed. That approach would have the effect of excluding employees, potentially including full-time employees, who have a clearly established ongoing relationship with the employer and a clear community of interest with the employees working in the snapshot quarter with respect to the future wages, hours and working conditions in the bargaining unit. Unlike the common schools, this employer operates substantial programs on a year-around basis. Even its so-called "full-time" employees work only three of the four academic quarters each year. The nature of the work performed is, in part, seasonal as well as permanent. While some part-time instructors teach in consecutive quarters, others teach only one course a year, but have taught the same curriculum for a number of years. Nobody who is properly categorized as a

"regular" employee should be excluded from the bargaining unit or denied the right to vote in a representation election merely because the curriculum or considerations of personal choice cause them to take their annual quarter off during the quarter in which a representation petition happens to be filed.

At the opposite pole, the AHE contends that teaching one "course" within a three-year period is a sufficient nexus of employment to make the individual a bargaining unit employee and an eligible voter. The three-year period represents a maximum length of any collective bargaining agreement negotiated under Chapter 28B.52 RCW. There is no evidence that three-year contracts are the norm, or even that they are common. To the contrary, there are many circumstances which support rejection of a three-year period. The employer, a state agency, is on a two-year budgetary cycle, but a one-year fiscal reporting period. There is reference to an "academic year" and there is a cycle of events which repeats itself annually. From collective bargaining law and practice comes the notion of a one-year certification bar following a representation election. Additionally, the term "course" is ambiguous in a context where the employer conducts both quarter-long courses and "weekend" courses. A quarter-long course under unique circumstances may be far less than normally required for "regular" status, while an individual teaching a series of weekend courses on a subject in high demand may put in more hours and have a higher prospect for returning than somebody teaching for a full quarter.

Exhibit 9 in this record is an excerpt from a computer-produced report from the employer's records known as "Management Information System - Report Number 6" or "M.I.S. - 6". It translates the work time of both full-time and part-time employees to a common standard of "full time equivalency" (FTE), assigning a value of "1.0" to a full-time employee working a 177 day work

year. It thus appears that the methodology is available to formulate and administer a threshhold test based on existing employment records, without getting into the vagaries of "courses".

The common thread which runs through the various threshhold tests described above is that employees have been regarded as "regular" if they have worked approximately one-sixth of the "full time" level for that particular industrial setting. As noted in Columbia School District, et. al., supra, any test is, of its nature, somewhat arbitrary. The "one-sixth" proportion can be traced back to Tacoma School District, Decision 655 (EDUC, 1979), where it was developed from an extensive record containing the employment histories of all persons who had worked for the school district as substitute teachers during the previous year. It was noted in Tacoma that the 30 day test was consistent with Wisconsin and New Jersey precedent, was within the range of NLRB precedent, and was proximate to the average employment level disclosed by the record in that case. The 30 day test was affirmed by the Commission in Columbia, supra. The one-sixth proportion represented by the 30 day test was subsequently translated into other terms for application in the other industrial settings discussed above. In no case has the "one-sixth" formulation been rejected by the Commission or by a reviewing court. While Exhibit 9 was put into evidence as an example of the records which are or could be made available, the parties have not given the Commission the benefit in this case of the amount of information available when the Tacoma decision was made. No party to the instant case has advanced any persuasive argument as to why the same basic proportion could not or should not be applied in the community college setting, and there appears to be no reason to deviate from precedent at this juncture.

Those part-time faculty members who have worked a total of at least one-sixth of the full-time-equivalent work year (.1667 FTE) during the one-year measurement period, and who remain available to return to teach that course when it is next offered or to teach other curriculum, shall be considered to be regular part-time employees included in the bargaining unit of academic employees. Ordinarily, the focus of attention at this juncture would be the year immediately preceding the date of this order, so that an eligibility list might be developed for the purposes of conducting a representation election. That was the form of order in King County, supra, but that case stood in a different procedural posture than the instant case. There can be no further proceedings or representation election in the instant case unless it can be determined, by application of the test set forth herein, that the petition filed on May 1, 1985 was then supported by a sufficient showing of interest. Accordingly, the order is couched in terms of employment during a measurement year beginning with the summer quarter of 1984 and continuing through the spring quarter of 1985. If the petitioner fails to meet its showing of interest requirement as of the time the petition was filed, then the petition will be dismissed. Should the petitioner meet its showing of interest requirement, then the employer will be asked to produce an updated list reflecting the employment records for the then-current and most recent quarters.

FINDINGS OF FACT

1. Community College District No. 12 is operated under the provisions of Title 28B RCW.

2. The Association of Higher Education (AHE) is an "employee organization" within the meaning of RCW 28B.52.020. The

association represents a bargaining unit of academic employees at Community College District 12 described as:

> ... all Community College District No. 12 faculty members as defined in RCW 28B.52 and/or listed in the salary appendix of this Agreement. Excluded from such recognition are all non-faculty [including community services] and classified employees and academic employees who have been exempted by virtue of Board Resolution No. 76-62, dated December 9, 1976, and by Board Resolution 80-12-A dated March 13, 1980. In the event that additional classifications are created by the Employer during the duration of this Agreement, such classifications which are substantially similar to those exempted from recognition or inclusion in the bargaining unit shall also be exempt from such recognition or inclusion.

The employer and the AHE have a bargaining relationship which predates 1976, and parties have entered into a series of collective bargaining agreements.

3. The Washington Federation of Teachers (WFT) is an organization of employees which has a primary purpose of representing employees, including community college academic employees, in collective negotiations with their employees. On May 1, 1985, the WFT filed a petition for investigation of a question concerning representation involving the academic employees of Community College District No. 12.

4. Operating on a July 1st through June 30th fiscal year, and offering classes throughout the entire calendar year, the employer is under the general policy direction of a board of trustees. A president, appointed by the trustees, is responsible for the district's daily operations. The chief administrative officer from each of the district's three educational facilities reports to the president.

5. The employer hires both full-time and part-time employees to teach in its programs. Full-time faculty typically begin employment in mid-September and work a 177 day work year.

6. Full-time status implies 35 hours a week.

7. The part-time faculty members are expected to hold the same educational certificate as full-time faculty. Hiring of part-time faculty is done by the individual educational facilities within the district. Once hired, part-time faculty members are expected to perform the same duties performed by the college district's full-time faculty.

8. Part-time faculty are often hired before student enrollment warrants the addition of a specific class section. This hiring practice insures that the district has an adequate workforce to meet any fluctuations in the curriculum to be offered. In the event that student enrollment does not warrant the addition of a specific class, the part-time employee does not receive a salary but is paid a small fee, and the class is cancelled.

9. Part-time faculty receive compensation under terms of the collective bargaining agreement, and all faculty members covered by the contract are placed on the same salary schedule. All faculty members receive insurance benefits in accordance with guidelines established by the State Employees Insurance Board. Part-time faculty members must work for a specific period of time before they are eligible for insurance benefits.

10. The district does not guarantee employment for part-time faculty beyond one quarter, but the district's policy

encourages the return of part-time employees for future assignment. The district routinely rehires a substantial portion of the available part-time faculty, and does not require returning part-time faculty to re-apply for employment.

11. The full-time and part-time faculty members are evaluated under the same procedure, and share common supervision in their teaching assignments.

CONCLUSIONS OF LAW

1. The Public Employment Relations Commission has jurisdiction in this matter pursuant to Chapter 28B.52 RCW.

2. The Washington Federation of Teachers, AFT, AFL-CIO, is an "employee organization" within the meaning of RCW 28B.52.020.

3. Part-time faculty who have worked more than one-sixth of a full-time equivalent work year [.1667 FTE] during the current or immediately preceding fiscal year, and who continue to be available to return to teach the same course when it is next offered or to teach other curriculum, are regular part-time employees who are included in the existing bargaining unit of academic employees of Community College District No. 12.

4. A list of employees conforming to the threshold deliniated in paragraph 3 of these conclusions of law is needed to determine the sufficiency of the showing of interest.

ORDER

1. Community College District No. 12 shall provide a revised list of employees which includes only those academic employees who fit within the criteria set forth in Conclusion of Law No. 3, above, for the fiscal year ending June 30, 1985.

2. The petitioner's showing of interest shall be determined by comparing the number of authorization cards against the revised list of employees.

DATED at Olympia, Washington, this 12th day of March, 1986.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

MARVIN L. SCHURKE, Executive Director