

STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of the Petition of:)
MARY STANDIFER) CASE 8111-E-89-1375
Involving certain employees of:) DECISION 3421 - PECB
PORT OF SEATTLE) DIRECTION OF ELECTION
_____)

Gretchen H. Lumbley, Attorney at Law, appeared on behalf of the petitioner.

Preston, Thorgrimson, Shidler, Gates & Ellis, by J. Markham Marshall, Attorney at Law, appeared on behalf of the employer.

Davies, Roberts & Reid, by Kenneth J. Pedersen, Attorney at Law, appeared on behalf of the incumbent intervenor, Teamsters Local 117.

On August 2, 1989, Mary Standifer filed a petition for investigation of a question concerning representation with the Public Employment Relations Commission, seeking "decertification" of Teamsters Local 117 as exclusive bargaining representative of "ramp controllers" employed by the Port of Seattle.¹ The union moved for intervention in the matter, based upon its status as the incumbent exclusive bargaining representative of the employees involved. A

¹ The petition named Teamsters Local 882 as the incumbent exclusive bargaining representative of the employees involved. During the pendency of these proceedings, Local 882 has been merged into Local 117. No issue has been raised in this proceeding concerning the legitimacy of that merger, and the docket records of the Commission have been amended to list Local 117 as the union involved. References to Local 117 in this decision are thus without regard to whether the particular event or conduct occurred prior to or after the merger.

pre-hearing conference was conducted on September 18, 1989, followed by a hearing on October 24, 1989, before Hearing Officer Kenneth J. Latsch. The parties filed post-hearing briefs on January 9, 1990.

BACKGROUND

The Port of Seattle operates its own police department. Employees in that department are represented for the purposes of collective bargaining by Local 117 in three separate bargaining units.

The Port of Seattle also operates a commercial air transportation facility known as the Seattle-Tacoma International Airport. The airport is operated subject to federal regulations. The general public is denied access to the portions of the airport actually used by aircraft. Known as the "air operations area" or "secured area", that portion of the facility is fenced off so that access can be obtained only at certain designated gates. The employer's organization charts for the airport are headed by a "director, aviation operations". Within the Aviation Operations Department, subordinate sections that are of interest here are headed by a "superintendent of parking and ground transport" and a "superintendent of security". The petitioned-for "ramp controllers" are within the latter section.²

Teamsters Local 117 represents certain Port of Seattle employees engaged in the operation of Seattle-Tacoma International Airport. Prior to the onset of the series of events leading to this proceeding, the employer and union had a collective bargaining agreement

² The organization chart showing the "ramp controllers" as part of a separate "Security Section" is dated July, 1989. As recently as February of 1989, those employees were apparently part of an Operations Section that included other activities.

covering a "Parking Terminal and Ground Transportation" bargaining unit which included "parking attendants", "meter and lot checkers", "garage and office employees", "cashiers", "probationary cashiers" and "bus drivers". The primary activities of those employees were related to: (1) Operation of and collection of revenue from a parking garage operated by the employer (outside of the secured area) for use by the general public; and (2) operation of bus transportation to and from certain "remote" parking lots maintained by the employer (also outside of the secured area) for use by employees of the port and of tenants at the airport.³

Employees in a classification titled "senior ramp controller" work within the secured area of the airport. Their duties were described in a recent job announcement as follows:

On a rotating shift basis, conducts frequent inspections of the grounds in the Air Operations Area for surface defect, debris, inoperative lights, and hazardous concentrations of birds or animals. Inspects fence-line areas to assure security, provides escort assistance for VIP's, vehicles and aircraft, maintains constant radio and/or telephone contact with the FAA Control Tower, Airport Operations and Central Control personnel. Also assures proper identification of persons and vehicles in the Air Operations Area, and performs administrative tasks in support of ramp operation activities.

The "senior ramp controller" employees are within the Operations Section of the employer's organization, and are not included in any of the bargaining units represented by Local 117.

Employees in a "ground transportation controller" classification apparently work in a central control booth which is located outside

³ One of those bus routes operates through, but does not stop within, the secured area of the airport.

of the secured area, but have duties which were described in a recent job announcement as follows:

Will monitor ground transportation operations and enforce related rules and regulations. Duties include, but are not limited to checking for valid permits, monitoring for authorized use of restricted lots, holding and pick up areas, auditing parking meters, mediating disputes between commercial carriers and customers and compiling information for management review.

Those employees are within the Parking and Ground Transport Section of the employer's organization, but evidently are not included in any of the bargaining units represented by Local 117.

For a time dating back to at least 1981, the Port of Seattle contracted with one or more private firms to provide security personnel at certain gates where access can be gained to the secured area of the airport. During 1986, the Port of Seattle created "ramp controller" positions within its own workforce, and took over the functions formerly contracted out. The initial hires for the ramp controller positions came from a number of other Port of Seattle operations. The ramp controller classification has since been expanded to approximately 27 employees. The duties of ramp controllers were described in a recent job announcement as follows:

Primary duties will include providing security and identification checks of persons seeking admittance to/and use of the parking lots for Sea-Tac Airport employees. Will also be assigned to provide security checks for persons seeking entrance onto or leaving the Air Operations area via access and security gates. Will normally be scheduled to work any of the following shifts on a regular basis: day, swing or graveyard (nights). Weekend and holidays may be included as part of the regular five-day work schedule.

The ramp controllers work in gatehouses at five locations around the perimeter of the secured area, where they are equipped with a two-way radio, an intercom for direct communication with the central control booth, and a telephone. Assignment among the five locations is interchangeable, although the record indicates that the more senior employees are regularly assigned to one of the locations, except for overtime and emergency situations. The ramp controllers operate under guidance of a confidential security plan promulgated by the employer. They receive three days of basic orientation at the outset of their employment, and a 43-question "test" is used to verify their knowledge of the matters covered in that course.

There is some indication in the record that the ramp controller classification was created in response to tightened federal regulations on airport security that became effective in 1986. The Federal Register for January 6, 1989, contains final rules adopted by the United States Department of Transportation, Federal Aviation Administration, as 14 CFR Part 107, regulating "Access to Secured Areas of Airports".⁴ The published "Summary" states:

This rule establishes a requirement for certain airport operators to submit to the Director of Civil Aviation Security, for approval and inclusion in their approved security programs, amendments to ensure that only those persons authorized to have access to secured areas of an airport are able to obtain that access and, also, to ensure that such access is denied immediately to individuals whose authority to have access changes. The rule provides for the installation and use of a system, method, or procedure that meets cer-

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A "background" section published in the Federal Register indicates concern about mis-use of familiarity or expired documentation by former airline employees to gain access to a secured area and possibly commit a criminal act on board an aircraft. Reference is made to a tragedy which occurred in 1987, resulting in a loss of 43 lives.

tain performance standards, or the use of an approved alternative system, method, or procedure for controlling access to secured areas of airports. This rule is needed to improve control of the locations that provide access to secured areas of airports. It is intended to enhance airport security by precluding access to these areas by unauthorized persons.

Those rules were made effective February 8, 1989. References in the record indicate that the employer has 18 months from that date to implement an enhanced security system, to assure that only persons with current authorization have access to the air operations area.

The ramp controllers were not immediately accreted to any existing bargaining unit following the creation of the class in 1986, and the wages for those employees were set by the procedures used by the employer for its unrepresented employees. The record indicates that there was some subsequent discussion of a union claim of work jurisdiction regarding the duties performed by the ramp controllers, and the union directed a letter to the employer on that subject under date of January 7, 1988.⁵ At that time, the union was claiming jurisdiction over "security" employees in general, not just as to the ramp controllers. A February 3, 1988, letter from the union to the employer was framed as a contract grievance protesting the assignment of "police duties" to security employees. That dispute was not resolved by the parties at that time.

On August 18, 1988, International Longshoremen's and Warehousemen's Union, Local 9, filed a representation petition with the Public Employment Relations Commission, seeking certification as exclusive bargaining representative of "ramp controllers and lead persons and

⁵ The employer was in the process of expanding the number of ramp controller positions at that time, possibly in response to the incident that is referred to in the FAA rules amendment.

operation security people".⁶ A routine inquiry directed to the employer at that time brought responses indicating the existence of a dispute between the employer and the Teamsters concerning the employees, and the Teamsters intervened in the proceedings. A pre-hearing conference was held on October 7, 1988, at which time issues were framed concerning the propriety of a separate unit of ramp controllers and concerning the timeliness of the petition. A hearing was opened in that matter on December 7, 1988, but the procedure was truncated by the parties. ILWU Local 9 withdrew its petition on December 27, 1988, and an order was issued on January 9, 1989 to close the case.⁷

The Port of Seattle and Local 117 thereafter proceeded to arbitration before Gary L. Axon.⁸ A hearing was held on April 27, 1989, and an arbitration award was issued on June 26, 1989. A copy of that arbitration award has been admitted in evidence in the instant proceeding, without objection. The arbitrator framed the issue as:

I. STATEMENT OF ISSUE

The parties were unable to agree on a statement of the issue. Based on the submissions of the parties, the Arbitrator frames the issue to be:

"Whether or not the position of ramp controller is subject to the terms and conditions of the SEATAC PARKING TERMINAL AND GROUND TRANSPORTATION AGREEMENT or in the alternative the PORT POLICE AGREEMENT?

If so, what is the appropriate remedy?

⁶ Case 7527-E-88-1297.

⁷ Port of Seattle, Decision 3090 (PORT, 1989).

⁸ A letter had been directed to Arbitrator Axon on December 8, 1988, informing him of his selection as arbitrator.

Acknowledging that the parties had asked the arbitrator to decide a representation question which, by its very nature, involved both contract and statute, the arbitrator framed his discussion of the issue in terms of RCW 41.56.060 and Commission precedent. The arbitration award concluded:

In summary, community of interest in duties, skills and working conditions, history of bargaining and extent of organization compel a conclusion ramp controllers should be included in the Parking Terminal and Ground Transportation bargaining unit.

AWARD

Having reviewed all of the evidence and argument, the Arbitrator finds employees performing the work of ramp controllers shall be accreted into the unit represented by Teamsters . . . under the SEATAC Parking Terminal and Ground Transportation Agreement for the purposes of bargaining wages, hours and working conditions.

The employer thereupon recognized the union as the exclusive bargaining representative of the ramp controllers. This petition followed.

POSITIONS OF THE PARTIES

The petitioner contends that the Commission is not bound by, and should not "defer" to, the arbitration award issued by Arbitrator Axon. The petitioner contends, further, that the ramp controllers lack a community of interest with the parking and ground transportation personnel, and so are not properly accreted to that bargaining unit. It is urged that a question concerning representation exists in a separate bargaining unit of ramp controllers, and that an election should be directed.

The employer also contends that the Commission has jurisdiction in this matter, and that the arbitration award is not controlling. The employer argues that the ramp controllers constitute an appropriate separate bargaining unit, and that an election should be conducted to resolve a question concerning representation.

The union argues that deferral to the arbitration award is mandated by state statute, putting the focus of its attention on the portion of RCW 53.18.030 which deals with "jurisdictional disputes". The union also contends that the award issued by Arbitrator Axon meets the customary standards for "deferral". In the alternative, the union contends that the ramp controllers are properly deemed to be an accretion to the existing bargaining unit, pointing to claimed similarities of wages, working hours (i.e., around-the-clock operations), nature of work (i.e., verifying that those parking on the employer's property have authorization or pay to do so), and skill level (i.e., semi-skilled). The union also relies on the absence of a history of separate representation for the ramp controllers. The union urges that the petition in this case should be dismissed.

DISCUSSION

The Nature of the Case and the Pivotal Issue

This is a "decertification" attempt filed by employees who seek to rid themselves of all union representation. It is well established that a "decertification" petitioner must take the unit as they find it, and that a "decertification" case also does not provide opportunity for the employees, the employer or the incumbent exclusive bargaining representative to obtain a restructure of the bargaining unit to improve their lot. Port of Seattle, Decision 3247 (PECB, 1989). Consistent with those principles, the Commission declines

to process cases where employees are seeking both a "severance" and a "decertification" in the same case. City of Seattle, Decision 1229-A (PECB, 1982); City of Seattle, Decision 3339 (PECB, 1989). It follows that, if the petitioned-for ramp controllers are properly within a larger bargaining unit, then this petition (which clearly seeks "decertification" only as to the ramp controllers) must be dismissed. The real issue in this case relates to events that occurred long before this case was filed, and to the question of whether the ramp controllers are properly considered part of the existing "Parking and Ground Transportation" bargaining unit represented by Teamsters Local 117.

For a classification such as this, which was created after the bargaining unit was already in existence, a binding inclusion in the existing bargaining unit could be accomplished by either of two methods: First, the classification could have been organized separately, but have a history of bargaining which includes merger of such a unit (by agreement of the employer and union) into a larger appropriate bargaining unit, as in Yelm School District, Decision 704, 704-A (PECB, 1979). Second, the classification could have been properly accreted into the existing bargaining unit, as in Bremerton - Kitsap County Health Department, Decision 2984 (PECB, 1988). An existing bargaining relationship would not be sufficient to bar a "decertification" attempt if the structure of that relationship is merely an amalgam of separate bargaining units, as in Pierce County, Decision 1039 (PECB, 1980). Nor would a recent merger of units bar a "decertification" attempt filed by bargaining unit employees prior to acquisition of a history of bargaining as a single unit, as in Pasco School District, Decision 3217 (PECB, 1989).

The subject of "accretion" was addressed in detail in Kitsap Transit Authority, Decision 3104 (PECB, 1989), in the following terms:

Employees ordinarily are permitted to vote on their choice of exclusive bargaining representative. RCW 41.56.040; RCW 41.56.060. Accretions are an exception to the norm, and will be ordered only where changed circumstances lead to the presence of positions which logically belong only in an existing bargaining unit, so that those positions can neither stand on their own as a separate bargaining unit or be logically accreted to any other existing bargaining unit. See, Ben Franklin Transit, Decision 2357-A (PECB, 1986). Since accretion is accomplished without giving the affected employees an opportunity to vote on their representation, the party proposing an accretion has the burden to show that the conditions for an accretion are present.

In the Kitsap Transit situation, it was found that each of three existing bargaining units within the employer's workforce had some colorable claim to the group of employees at issue, so that they could not be accreted to any of those bargaining units.

Authority of Commission and Deferral to Arbitration

Relationships between the Port of Seattle and its employees are regulated by both Chapter 53.18 RCW and Chapter 41.56 RCW. Enacted in 1967 as part of Chapter 101, Laws of 1967, Section 3, RCW 53.18.030 provides:

Controversies as to the choice of employee organization within a port shall be submitted to the public employment relations commission. Employee organizations may agree with the port district to independently resolve jurisdictional disputes: PROVIDED, That when no other procedure is available the procedures of RCW 49.08.010 shall be followed in resolving such disputes. In such case the chair[person] of the public employment relations commission shall, at the request of any employee organization, arbitrate any dispute between employee organizations and enter a binding award in such dispute.

Also enacted in the same year, but as part of Chapter 108, Laws of 1967, ex. sess., RCW 41.56.050 and .060 provide:

RCW 41.56.050 DISAGREEMENT IN SELECTION OF BARGAINING REPRESENTATIVE -- INTERVENTION BY COMMISSION. In the event that a public employer and public employees are in disagreement as to the selection of a bargaining representative the commission shall be invited to intervene as is provided in RCW 41.56.060 through 41.56.090.

RCW 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 commission shall determine the bargaining representative by (1) examination of organization membership rolls, (2) comparison of signatures on organization bargaining authorization cards, or (3) by conducting an election specifically therefor.

Chapter 53.18 RCW was then amended in 1983, by Chapter 287, Laws of 1983, section 1, to harmonize the two statutes:

RCW 53.18.015 APPLICATION OF PUBLIC EMPLOYEES' COLLECTIVE BARGAINING ACT. Port districts and their employees shall be covered by the provisions of chapter 41.56 RCW except as provided otherwise in this chapter.

Long before the amendment to Chapter 53.18 RCW was enacted in 1983, it was firmly established that matters of unit determination are

not mandatory subjects of collective bargaining under Chapter 41.56 RCW, and that the agreements of parties on unit determination matters are not binding on the Public Employment Relations Commission. City of Richland, Decision 279-A (PECB, 1978), affirmed 29 Wn.App 599 (Division III, 1981), review denied 96 Wn.2d 1004 (1981).

Upon careful examination of its terms, RCW 53.18.030 does not "provide otherwise" than the standards and procedures uniformly applied under Chapter 41.56 RCW. Like RCW 41.56.040, the first sentence of RCW 53.18.030 assures employee free choice:

In determining which employee organization will represent them, employees shall have maximum freedom in exercising their right of self-organization.

The balance of the section, as set forth above, distinguishes between "questions concerning representation" and "jurisdictional disputes". Like RCW 41.56.050, RCW 53.18.030 requires that all disputes concerning the choice of representative (i.e., questions concerning representation processed under Chapter 391-25 WAC pursuant to either statute) be submitted to the Commission. The next-to-last clause of RCW 53.18.030 reminds that "jurisdictional disputes" are fundamentally disagreements between unions.

Grievance arbitration procedures and arbitration awards are no more than an outgrowth of the bargaining relationship and contract between an employer and a particular union. Under policies that were reviewed in detail in Stevens County, Decision 2602 (PECB, 1987), the Commission has "deferred" to contractual grievance and arbitration machinery in "unilateral change" unfair labor practice cases, where the arbitrator's interpretation of an existing contract will often resolve "waiver by contract" defenses that might be asserted in the unfair labor practice case. The Commis-

sion does not "defer" to arbitrators on "interference" allegations,⁹ or "refusal to bargain" allegations involving breach of the "good faith" obligation,¹⁰ as those types of allegations are directly within the exclusive jurisdiction of the Commission to prevent unfair labor practices. RCW 41.56.160. Consistent with the Richland precedent, and with the authority conferred by RCW 41.56.060, the Commission does not "defer" to arbitrators on matters involving questions concerning representation or unit determination.

Applying the foregoing principles to the facts of this case, it is clear that the arbitration award issued by Gary Axon cannot be accorded any weight or value in this proceeding. Although the ILWU was involved in an earlier representation case before the Commission involving the ramp controllers, the arbitration proceedings were not conducted as a "jurisdictional dispute" between the ILWU and the Teamsters. Rather, the arbitrator dealt only with arguments advanced by the Teamsters and the employer. Further, it is clear that the arbitrator sought to decide "representation" issues, applying the unit determination provisions of the statute and Commission precedent.

The Nature of the Existing Bargaining Unit

By the nature of the proceeding which was commenced here, the petitioner inherently concedes and accepts Teamsters Local 117 as the incumbent exclusive bargaining representative of the ramp controllers.¹¹ Returning to the "accretion" and "amalgam" subjects

⁹ See, METRO, Decision 3151 (PECB, 1989).

¹⁰ See, City of Poulsbo, Decision 2068 (PECB, 1984).

¹¹ The alternative would have been for the petitioner to file and prosecute unfair labor practice charges against the employer for unlawfully recognizing the Teamsters.

discussed above, the facts of this case must now be considered in light of those precedents. The agreement of the employer and the Teamsters to "accrete" the ramp controllers to the existing "Parking and Ground Transportation" bargaining unit is thus the sole subject of scrutiny here.

Teamsters Local 117 based its claim before the arbitrator, and impliedly does so here, on a perceived erosion of the "security" functions performed by its existing bargaining units. It is clear that the union's opening position in its dealings with the employer on the issue of the ramp controllers was more related to an infringement on the "police" bargaining units than to the parking and ground transportation bargaining unit. The record is quite clear, however, that there are at least two distinct levels of "security" at the airport. At one level are the police officers represented by the union, who are commissioned, wear police uniforms and badges, carry firearms, and generally have law enforcement powers far beyond anything the ramp controllers are called upon to do. At an entirely different level are the "senior ramp controllers" who work out on the air operations area, the central control employees who monitor various airport locations by television monitors from a booth at the airport, the "ramp controllers" who staff gates at the perimeter of the air operations area, the "lot checkers" who patrol for stolen or abandoned vehicles in the employer's parking facilities, the "bus drivers" who have a secondary function of checking identification of those using the employee parking lots, and the other parking personnel who collect revenue for use of the employer's parking facilities. There are substantial differences among the non-commissioned employees who have at least some "security" function.

The parking personnel in the existing "parking and transportation" bargaining unit work outside of the secured area, and their day-to-day work activities are not directly regulated by the airport

security plan that is applicable to the ramp controllers. Conversely, the "ramp controllers" at issue in this proceeding do not work at or around the airport parking garage or collect parking revenues.

The bus drivers in the existing "parking and transportation" bargaining unit do not pick up or drop off passengers within the secured area, and so do not check identification for the purpose of enforcing the security of the airport operations area. Their role vis-a-vis the "secured area" is limited to occasionally operating a bus through a portion of the secured area, without stopping.¹² Their role in checking the identification of persons riding to or from the employee parking lots is quite different from that of the ramp controllers. The ramp controllers do not exchange job assignments with the bus drivers.

The "senior ramp controller" positions are found in a branch of the employer's organization chart that is separate and apart from the branch where the "ramp controllers" are found. The titles aside, these classifications have quite distinct duties relating to the security of the air operations area. There is some indication in the record that many of the persons employed in the "senior ramp controller" classification were formerly in the "ramp controller" classification, and there is even one instance where the move was in the opposite direction. The "senior ramp controllers" are not represented by the union.

The "ramp controllers" at some of the gates appear to have regular contact, and even a coordination of function, with the people who operate the central control booth. Again, both classifications are

¹² The record seems to indicate that, once the more stringent security system is in place, the bus drivers will have to cease the "pass-through-without-stopping" practice, or will have to have ramp controllers re-check the passes of all persons on the bus.

involved with maintaining the security of the air operations area. The people working in central control are not represented by the union.

The Commission does not encourage fragmentation of bargaining unit structures, and it has previously responded favorably to the plea of this employer that its workforce should not be broken up into multiple bargaining units. Port of Seattle, Decision 890 (PECB, 1980). Were there a bargaining unit already in existence that encompassed all of the other non-commissioned "security" personnel at the airport, it could have been entirely appropriate to accrete the newly created "ramp controller" class to such a bargaining unit. Those are not the facts, however, and the evidence simply does not support a conclusion that the "Parking and Ground Transportation" bargaining unit is the only appropriate place for the "ramp controller" classification.

FINDINGS OF FACT

1. The Port of Seattle is organized and operated pursuant to Title 53 RCW, and is an employer within the meaning of Chapters 53.18 and 41.56 RCW. The employer operates the Seattle-Tacoma International Airport.
2. Teamsters Local 117, a bargaining representative within the meaning of RCW 41.56.030(3), is the exclusive bargaining representative of certain employees of the Port of Seattle, including a bargaining unit of "Parking and Ground Transportation" employees at the Seattle-Tacoma International Airport.
3. Since 1986, the employer has had a classification within its workforce known as "ramp controller". Acting pursuant to federal regulations and a confidential security plan promul-

gated by the employer, the employees in the ramp controller classification work at five gates where authorized persons can gain access to the secured area of the airport. The ramp controllers are responsible, in whole or in conjunction with employees staffing a central control booth, for checking the papers and approving admission of persons to the secured area of the airport.

4. The employer then had, and continues to have, several groups of employees who perform various "security" functions within and around the secured area of the airport, but who are not within the bargaining units represented by Teamsters Local 117.
5. Beginning in late 1987 or early 1988, a dispute arose between the employer and Teamsters Local 117, wherein the union claimed infringement on the work jurisdiction of the bargaining units that it represents at the airport.
6. On or after June 26, 1989, the employer recognized Teamsters Local 117 as the exclusive bargaining representative of the ramp controllers. The employer and union did not thereby create a bargaining unit encompassing all of the "security" employees at the airport other than commissioned law enforcement officers, and several other classifications of employees performing "security" functions at the airport remain unrepresented.

CONCLUSIONS OF LAW

1. The Public Employment Relations Commission has jurisdiction in this matter pursuant to Chapters 41.56 and 53.18 RCW and Chapter 391-25 WAC.

2. In light of the structure of classifications and bargaining units within the workforce of the Port of Seattle, the employees in the ramp controller classification could constitute an appropriate separate bargaining unit under RCW 41.56.060, or could appropriately be included under RCW 41.56.060 in bargaining units with classifications other than those comprising the "Parking and Ground Transportation" bargaining unit, so that accretion of the ramp controller classification to the "Parking and Ground Transportation" bargaining unit would improperly deprive those employees of their right under RCW 41.56.040 and 53.18.030 to select a bargaining representative of their own choosing.
3. A question concerning representation presently exists among all full-time and regular part-time ramp controllers employed by the Port of Seattle at the Seattle-Tacoma International Airport.

DIRECTION OF ELECTION

An election by secret ballot shall be conducted under the direction of the Public Employment Relations Commission, to determine whether the employees in the bargaining unit consisting of all full-time and regular part-time ramp controllers employed by the Port of Seattle desire to be represented by Teamsters Local 117 for the purpose of collective bargaining with the employer.

DATED at Olympia, Washington, this 13th day of February, 1990.

PUBLIC EMPLOYMENT RELATIONS COMMISSION



MARVIN L. SCHURKE, Executive Director

This Order may be appealed by filing timely objections with the Commission pursuant to WAC 391-25-590.