

STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the matter of the petition of: )  
 )  
INTERNATIONAL ASSOCIATION OF )  
MACHINISTS AND AEROSPACE WORKERS, ) CASE 11305-E-94-1861  
DISTRICT LODGE 160 )  
 )  
Involving certain employees of: ) DECISION 5202 - PECB  
 )  
CITY OF MILTON ) DIRECTION OF ELECTION  
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Dennis London, Business Representative, appeared on behalf of the union.

Preston, Gates and Ellis, by Deborah A. Allard, Attorney at Law, appeared on behalf of the employer.

On August 29, 1994, International Association of Machinists and Aerospace Workers, District Lodge 160 (union), filed a petition for investigation of a question concerning representation with the Public Employment Relations Commission, seeking certification as exclusive bargaining representative of all department directors of the City of Milton (employer). Following a pre-hearing telephonic conference, a hearing was scheduled to resolve a dispute concerning whether all of the petitioned-for supervisors are confidential employees. A hearing was held on October 20, 1994, in Milton, Washington, before Hearing Officer Mark S. Downing. The parties filed briefs on December 22, 1994.

BACKGROUND

The City of Milton occupies an area of 2.5 square miles in Pierce County, to the east of Tacoma. The municipality has a population of approximately 5,200, and is governed by a part-time mayor and a part-time city council. Leonard Sanderson was elected as mayor in

1989, and again in 1993.<sup>1</sup> The mayor is paid a salary of \$400 per month. Unlike his predecessor, Sanderson normally works 70 hours a week for the city. Sanderson does not maintain an office at the city hall, instead maintaining an office and keeping his city files at his home. He prepares city correspondence at home on his own word processing equipment.

Mayor Sanderson communicates with other city, county, and regional planning commission officials. He is in contact with the city attorney by telephone about five times a week, and visits the city attorney's office two to three times a week.<sup>2</sup> The mayor confers with the city attorney about city council meeting agendas, ordinances, litigations, collective bargaining negotiations, contracts on other matters, and the size of the city attorney's bill. The mayor also chairs city council meetings, takes notes at council executive sessions, conducts weekly meetings with department directors, and meets almost daily with the five directors who are at issue in this proceeding.

The employer has approximately 35 full-time and regular part-time non-supervisory employees, each of which are supervised by one of the full-time five department directors who report directly to the mayor.<sup>3</sup> At the hearing the parties agreed that all five of the regularly-employed department directors are supervisors. Those individuals are: Public Works Director Darwin Meyers, Library Director Diane Kerlin, Senior Center Director Elsbeth (Beth)

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<sup>1</sup> Prior to 1990, Sanderson had served as mayor for one and one-half years, as a councilmember for two and one-half years, and as a member of the employer's planning committee for 10 years.

<sup>2</sup> The city attorney is retained on a contract basis, and maintains his own office outside of the city hall.

<sup>3</sup> Fire Chief Dick Wall heads an all-volunteer Fire Department and is, himself, considered to be a volunteer fire fighter. His position is not claimed by the union in this proceeding.

Jensen, Police Chief James Stanley (Stan) Jack, and Clerk/Treasurer Deborah (Debbie) Crosier.<sup>4</sup>

District Lodge 160 represents all of the employer's non-supervisory employees. That bargaining relationship has existed since about 1987. The parties negotiated their first collective bargaining agreement in that unit in 1987, with then-Mayor Richard Tervol, then-Clerk/Treasurer Gayla Gjertson, and then-councilman Leonard Sanderson acting as the employer's negotiation team. The parties negotiated a successor contract in that unit in 1990, with Mayor Sanderson, Labor Relations Consultant Michael Meglemre, and Councilmember Ken Walters acting as the employer's negotiators. The employer's negotiating committee in 1992 originally consisted of Mayor Sanderson, Senior Center Director Beth Jensen, and Councilmember Margaret Drotz, but the city council replaced the mayor with Labor Relations Consultant Meglemre as chief spokesman for the city after three or four sessions. All communications with the employer's negotiating committee since the change in 1992 have been through Meglemre.<sup>5</sup>

#### POSITIONS OF THE PARTIES

The employer contends that the chief of police, the clerk/treasurer and the directors of the library, senior center and public works department of the City of Milton are confidential employees within the meaning of RCW 41.56.030(2)(c). It argues that employers are allowed some reasonable number of personnel who are exempt from the rights of the collective bargaining statute, in order to perform the functions of employer in the collective bargaining process, and

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<sup>4</sup> The clerk-treasurer heads the employer's Administration Department.

<sup>5</sup> The mayor has not participated in the negotiations process since his removal from the employer's team in 1992.

that its five full-time department directors should be excluded from the supervisory bargaining unit proposed by the union.

The union argues that the disputed department heads are not confidential employees within the meaning of RCW 41.56.030(2)(c). It claims that, as presently managed, the employer conducts its confidential labor relations activities within a small group consisting of the mayor, the council members, and two attorneys currently on retainer, so that no full-time employees are confidential employees. The union urges that it is possible for an employer to isolate its labor relations functions from all of its regular employees, and that this employer has come close, at times, to isolating regular employees and even the mayor from involvement with labor relations. It thus reasons that the petitioned-for supervisors are properly included in the supervisory bargaining unit which it proposes to represent.

## DISCUSSION

### The Legal Standard

The dispute now before the Commission involves a separate bargaining unit of supervisors. Such persons have bargaining rights under Chapter 41.56 RCW. Municipality of Metropolitan Seattle (METRO) v. Department of Labor and Industries, 88 Wn.2d 925 (1977). It has long been the Commission's policy to separate supervisors from the units containing their rank-and-file subordinates, and to prefer their placement in separate units of supervisors. City of Tacoma, Decision 95-A (PECB, 1977), cited with approval in METRO, and City of Richland, Decision 279-A (PECB, 1978), affirmed 29 Wn.App. 599 (Division III, 1981), review denied 96 Wn.2d 1004 (1981).

The primary issue raised in this case concerns whether the five individuals constituting an otherwise appropriate supervisory

bargaining unit should be excluded from the coverage of Chapter 41.56 RCW as "confidential" employees. RCW 41.56.030(2) provides:

(2) "Public employee" means any employee of a public employer except any person ... (c) whose duties as deputy, administrative assistant or secretary necessarily imply a confidential relationship to the executive head or body of the applicable bargaining unit, or any person elected by popular vote or appointed to office pursuant to statute, ordinance or resolution for a specified term of office by the executive head or body of the public employer.

The Commission applies a "labor nexus" test in determining whether "confidential" status exists, following the precedent established by the Supreme Court in International Association of Fire Fighters v. City of Yakima, 91 Wn.2d 101 (1978). The Court said there:

Those in whom such a trust is continuously reposed could and perhaps would participate in the formulation of labor relations policy. They would be especially subject to a conflict of interest were they to negotiate with an employer on their own behalf. By excluding from the provisions of a collective bargaining act persons who work closely with the executive head of the bargaining unit, and who have, by virtue of a continuous trust relation, assisted in carrying out official duties, **including formulation of labor relations policy**, such conflict is avoided. And, public trust is protected since officials have the full loyalty and control of intimate associates. When the phrase confidential relationship is used in the collective bargaining act, we believe it is clear that the legislature was concerned with an employee's potential misuse of confidential employer labor relations policy and a conflict of interest.

[Emphasis by **bold** supplied.]

In Yakima, the Supreme Court took direction from the definition of "confidential employee" found at RCW 41.59.020(4)(c):

(c) Confidential employees, ... shall mean:

(i) **Any person who participates directly on behalf of an employer in the formulation of labor relations policy, the preparation for or conduct of collective bargaining, or the administration of collective bargaining agreements, except that the role of such person is not merely routine or clerical in nature but calls for the consistent exercise of independent judgment; and**

**(ii) Any person who assists and acts in a confidential capacity to such person.**

[Emphasis by **bold** supplied.]

The Supreme Court indicated a desire in Yakima, supra, to fashion a test for "confidential" status under Chapter 41.56 RCW that was similar to the statutory test under the Educational Employment Relations Act. The court further interpreted the test to require that a "confidential employee" have a "labor nexus":

We hold that in order for an employee to come within the exception of RCW 41.56.030(2), the duties which imply the confidential relationship must flow from an official intimate fiduciary relationship with the executive head of the bargaining unit or public official. The nature of this close association must concern the official and policy responsibilities of the public officer or executive head of the bargaining unit, including formulation of labor relations policy. General supervisory responsibility is insufficient to place an employee within the exclusion.

The "confidential" exclusion is not limited to those who directly participate in the formulation of labor relations policy and objectives, but also extends to those support personnel who process sensitive labor relations-related material at the direction of those responsible for collective bargaining matters. Olympia School District, Decision 4736-A (PECB, 1994). At the same time, the intimate fiduciary relationship required of a confidential employee must be with a department head or other management

official responsible for the formulation of labor policy, and the qualifying involvement with confidential material must be "necessary", "regular" and "ongoing". City of Cheney, Decision 3693 (PECB, 1991).

Employers are allowed some reasonable number of personnel who are exempt from the rights of the collective bargaining statute, in order to perform the functions of employer in the collective bargaining process. Clover Park School District, Decision 2243-A (PECB, 1987). Nothing in Chapter 41.56 RCW or City of Yakima, supra, guarantees an employer any particular number of "confidential" exclusions, however. City of Aberdeen, Decision 4174 (PECB, 1992).<sup>6</sup> Because status as a "confidential" employee deprives the individual of all collective bargaining rights, the party proposing a "confidential" exclusion bears a heavy burden of proving the necessity for excluding the employee from the rights of the collective bargaining statute. City of Seattle, Decision 689-A (PECB, 1979). The necessity of each and every confidential employee must be established by the party proposing the exclusion, by evidence concerning that employee's actual duties. Where the evidence offered in support of a "confidential" claim is ambiguous or contradictory, that burden requires a decision against the proposed exclusion. Pateros School District, Decision 3911-B (PECB, 1992).

The Clerk-Treasurer -

Debbie Crosier supervises four employees in the administration department. She performs a number of statutory and other duties, including: Serving as chair of the investment committee; serving as secretary of the civil service committee; serving as secretary of the Volunteer Fire Fighters Pension Board; attending and taking minutes of regular city council meetings; publishing minutes and

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<sup>6</sup> The employer argues that any employer is entitled to at least one confidential employee.

ordinances; issuing permits; supervising preparation of all financial records; supervising regulatory reporting to the state; keeping and preparing payroll records and tax reports; maintaining personnel records; and billing utility customers. She gathers information from other directors concerning the operation and budgeting of their departments, supplies that information to the mayor, and then assembles the preliminary budget.

Crosier performed financial spreadsheet calculations for the 1990 and 1992 negotiations, showing changes in salaries of bargaining unit employees and the total wages for all proposals considered by the parties. She is the only city employee who knows the wage rates of all of the city's employees, and her calculations were made on an ongoing basis for the negotiators, for the city council and for the mayor. She attended all city council executive sessions in 1992, when the employer's labor relations consultant and chief negotiator, Michael Meglemre, discussed ongoing labor negotiations with the council.

While the testimony in this record is unclear as to the extent of Crosier's formulation of the city's labor relations policy, her testimony in a previous case regarding her assistance to the employer's negotiators and the city council in 1992 made it clear that she was privy to the formulation of the employer's labor relations policy:<sup>7</sup>

Q. [By Mr. Meglemre] Were you at all the executive sessions when I was present and presented the negotiation status reports to the City Council?

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<sup>7</sup> Exhibit 14 in this record is the transcript of a hearing before the Commission held on June 29, 1993 in consolidated proceedings on two unfair labor practice cases (11420-U-93-2406 and 11460-U-93-2402) involving the City of Milton and International Association of Machinists and Aerospace Workers, District Lodge 160. Ms. Crosier's testimony is found on pages 113-116 of that transcript.



A. [By Ms. Crosier] Yes. ... Several times Mike came to an executive session. I felt like he was updating them on what was going on with negotiations.

...  
In any case, I believe there were at least three times that he reviewed all of the language changes to the contract and at no time did he bring up the issue of overtime pay for the police officers at the executive sessions.

However, he brought up some other items that I thought were pretty ridiculous, that leads me to believe that it wasn't something that was negotiated, because the Council wanted to know any impacts we were going to have and we talked about a lot of other things that he did bring up, and things that were, you know, not issues I don't think.

I don't believe that he would have that he would have brought up -- that he wouldn't have brought something up as significant as that because it would have been a big impact on our budget. And what I was doing, I was trying to make it fall within the guidelines of the budget.

Her spreadsheet calculations determined whether various wage proposals met the employer's total wage bill objectives. She is clearly within the category of support personnel who process sensitive labor relations-related material at the direction of those responsible for collective bargaining matters. See, Edmonds School District, Decision 231 (PECB, 1977), cited with approval by the Supreme Court in Yakima, and Franklin Pierce School District, Decision 3371-A (PECB, 1991).

Crosier is also the only City of Milton employee who has the knowledge and sufficient personnel data to calculate the effects of various wage changes contemplated by the employer. As such, she necessarily provides the mayor, the city council and the city negotiating committees with the ability to manipulate wage data while labor relations policy is formulated. She thus has both the

"labor nexus" and "necessity" required to classify her as a confidential employee under RCW 41.56.030(2)(c).

Senior Center Director / Personnel Coordinator -

Senior Center Director Beth Jensen supervises 3 regular full-time employees and about 30 part-time volunteers who work at the senior center. She plans and implements a program for senior citizens and a summer youth program. She routinely oversees 44 weekly activities, as well as extended travel programs.<sup>8</sup> Jensen has also served as the employer's "personnel coordinator" since 1990, having been appointed to that role by the mayor.

As personnel coordinator, Jensen routinely represents the employer on grievances from all departments at the first step of the grievance procedure under the collective bargaining agreement covering the rank-and-file unit. Article 4, Section 4.2, Step One of that grievance procedure includes:

[I]f the steward or the Union Representative considers the grievance to be valid, then the employee and the steward or the Union Representative will contact the Personnel Coordinator, and shall attempt to effect settlement of the complaint [by the personnel coordinator].

The union may present any grievance to Jensen that the union shop steward or business representative finds valid. Jensen confers with the union business representative(s) or shop steward(s) in her attempts to settle all first-step grievances, and she may resolve any grievance that is submitted to her by the union. If she does not resolve the grievance at the first step, it proceeds to the mayor at step two of the procedure. The union correctly points out that low level grievance processing (i.e., the interpretation or application of an existing collective bargaining agreement) is

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<sup>8</sup> One such program mentioned in the record involved taking 39 people to Branson, Missouri.

normally regarded as a "supervisory" activity, rather than a "confidential" activity. See, City of Seattle, Decision 1797-A (PECB, 1985). In this case, however, Jensen's activities in the contractually-recognized "personnel coordinator" role go beyond the normal authority of a first-line supervisor to settle grievances.

The city council appointed Jensen to serve on the employer's 1992 negotiating committee, in connection with her designation as personnel coordinator. Jensen attended negotiating sessions and the employer negotiating committee caucuses. She supplied comment on proposals at the caucuses. Although Jensen testified to having "self-limited" her involvement during the contract negotiation process, it is clear that she was present during the employer's caucuses. She necessarily heard confidential discussions during those sessions. Moreover, she voiced her concerns on negotiations issues on at least a few occasions while serving on the employer's negotiating committee. Her concerns contributed to the employer's collective bargaining decisions.

Jensen's involvement with the employer's labor relations policies is sufficient to warrant a conclusion that she is properly excluded from the coverage of Chapter 41.56 RCW as a confidential employee as defined in RCW 41.56.030(2)(c).

Police Chief -

Police Chief James Stanley (Stan) Jack supervises nine employees of the police department. Jack reports directly to the mayor. He meets with the mayor and the other directors every Monday at the regular directors meetings.<sup>9</sup> Normally, he also meets individually with the mayor at least twice a week.

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<sup>9</sup> Discussions at the Monday meetings cover global issues such as an employee blood bank breakfast, city-wide safety meetings, hepatitis shots, blood-born pathogen training, surplus sales, and employee evaluations.

Chief Jack has not served on the employer's negotiating committee. He did meet with the mayor and city council in an executive session to discuss overtime pay and holidays for police officers. A union representative was present for at least some of that process. The council and mayor asked Jack to calculate overtime pay and holiday pay for his department, and he complied.<sup>10</sup> Those calculations could easily have been made by the clerk-treasurer who normally attends council meetings and assists the mayor and employer negotiating committee with other calculations. Thus, the calculations made by Chief Jack were not the "necessary", "regular" and "ongoing" labor nexus required in City of Cheney, supra, for determination of a confidential exclusion from collective bargaining. The facts are insufficient to overcome the employer's heavy burden to exclude the police chief from collective bargaining rights as a confidential employee.

Public Works Director -

Public Works Director Darwin Meyers supervises 12 to 13 employees working in the Public Works Department. He manages the employer's street, sewer, water, electrical, storm, and park facilities, and calculates the distribution of labor hours among the sub-departments.<sup>11</sup> Meyers meets with the mayor almost daily. Meyers had discussions with Mayor Sanderson regarding approval of a new \$100 boot allowance, and then had discussions with the mayor about

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<sup>10</sup> Chief Jack's calculation of overtime and holiday pay was simple. He went through time cards for the previous year and applied new holiday and overtime rates to the actual hours worked in that year.

<sup>11</sup> The labor distribution calculation performed by Meyers allocates the hours worked by each employee to streets, sewer, water, storm, parks, etc. One employee may, for example, work in the street department for 500 hours and in the park department for 1,500 hours in a year. Meyers keeps track of such assignments and reports the distribution of hours to the clerk-treasurer for billing and budgeting purposes.

whether the agreed boot allowance was to be paid before or after the boots were purchased.<sup>12</sup>.

Meyers attends the Monday directors meetings. At one meeting he asked that compensatory time off be eliminated.<sup>13</sup> The collective bargaining agreement then in effect allowed the employer to pay for overtime rather than allow compensatory time off. The mayor drafted a memo eliminating compensatory time.

Meyers attended one city council meeting where he asked that a journeyman lineman be added to his department. The additional journeyman was needed to comply with the Washington Administrative Code.<sup>14</sup> Director Meyers attended one executive session of the city council, but the only subject of discussion there was an adult entertainment issue that had nothing to do with collective bargaining. Director Meyers has not served on the employer's negotiations committee.

The employer has not sustained its burden on this position. Distributing hours worked for billing and budget purposes is a recordkeeping function not involved with the employer's labor relations policy. Implementing a boot allowance specified in an existing collective bargaining agreement does not involve formulation of labor relations policy, and the decision of whether to

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<sup>12</sup> Prior to the inclusion of a boot allowance in the collective bargaining agreement, Meyers advised the mayor that it would be to the employer's advantage to have proper boots that kept employees safe and healthy.

<sup>13</sup> Meyers had a problem with an employee who was taking more than 20 percent of his time off, causing shutdown of a two-person crew when the problem employee was absent.

<sup>14</sup> WAC 296-45-65027 requires that two competent electrical workers be present when working on lines carrying more than 750 volts. Meyers had discussions with the mayor about the need to comply with the code. The city council later approved the additional journeyman lineman.

issue a check before or after purchase of the boots was a minor matter.<sup>15</sup> Recommending compliance with a clear state safety regulation hardly amounts to the formulating of labor relations policy. Asking the mayor to pay for overtime rather than allow compensatory time off as permitted under an existing collective bargaining agreement appears to have been an outgrowth of his supervisory role, but does not rise to the level of formulating labor relations policy. In summary, Meyers' work for the employer does not involve the labor nexus required to deny him the right to collective bargaining afforded by Chapter 41.56 RCW. Meyers is not a confidential employee.

Library Director -

Library Director Diane Kerlin technically reports to a library board, but she reports to the mayor on a day-to-day basis. She attends the Monday directors meetings and also meets with the mayor individually. She complained to the mayor and to the employer's labor relations consultant that the Monday through Friday regular work week specified in the collective bargaining agreement was inconsistent with practice in her department.<sup>16</sup> Shortly after the 1992 contract was ratified, Kerlin complained to the clerk-treasurer and mayor that the contract unfairly decreased the salaries of the library technician and clerk typist.<sup>17</sup> Kerlin has never participated on the employer's collective bargaining committee, and there is no indication of her having participated in employer caucus or executive sessions.

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<sup>15</sup> Looked at another way, the record indicates that Meyers had insufficient authority to independently decide implementation of the boot benefit.

<sup>16</sup> In actual practice, the work week was Monday through Saturday at the library, rather than Monday through Friday. Her problem remained unsolved.

<sup>17</sup> The clerk/treasurer assured Kerlin that corrections would be made, but nothing happened. A year-and-a-half later, Kerlin called the union business representative, who met with employer representatives and resolved the problem.

The record is clear that Kerlin attempted to have what she believed to be a few obvious errors concerning the library staff corrected in existing collective bargaining agreements. She was unsuccessful in communicating her concerns on the management side of the table, however. She clearly does not formulate labor relations policy for the employer and is not privy to any confidential labor relations materials. There is no labor nexus involved in Kerlin's assignments. Director Kerlin is not a confidential employee. She is entitled to collective bargaining rights under RCW 41.56.

#### FINDINGS OF FACT

1. City of Milton, Washington, is a "public employer" within the meaning of RCW 41.56.030(1).
2. The International Association of Machinists and Aerospace Workers, District Lodge 160, a bargaining representative within the meaning of RCW 41.56.030(3), has filed a timely and properly supported petition with the Public Employment Relations Commission, raising a question concerning representation among all full-time and regular part-time supervisory employees the City of Milton, but excluding the part-time chief of a volunteer fire department.
3. District Lodge 160 and the City of Milton are parties to a collective bargaining agreement covering all of the employer's non-supervisory employees.
4. The clerk-treasurer, Debbie Crosier, is the employer's only source of wage data for its employees. She computes spreadsheets for the employer's negotiating committee, the city council and mayor. She computes wages and other data to be used in the employer's preliminary budget, which is not a public document. The clerk-treasurer attended all city council executive meetings at which labor relations were

discussed with the city's labor relations consultant and chief negotiator during negotiations for a 1992 collective bargaining agreement covering the non-supervisory employees. Crosier has necessary, regular and ongoing involvement with regard to the formulation, effectuation, or implementation of the employer's labor relations policies and procedures.

5. The senior center director, Beth Jensen, also serves as personnel coordinator for the employer. As personnel coordinator, she has responsibility under the parties' collective bargaining agreement covering the non-supervisory employees to hear all grievances presented by the union shop steward or business representative to the employer. She may settle any grievance at the first step of the grievance procedure. In addition, she has represented the employer in collective bargaining with the union for the non-supervisory unit. While serving on the employer's 1992 collective bargaining committee she was privy to discussions in employer caucuses of confidential labor relations strategy. Jensen has necessary, regular and ongoing involvement with regard to the formulation, effectuation, or implementation of the employer's labor relations policies and procedures.
6. Public Works Director Darwin Meyers, Chief of Police Stan Jack, and Library Director Diane Kerlin are supervisors who report to Mayor Leonard Sanderson. As supervisors, they provide the mayor and city council with information concerning the operation of their respective departments, and have advised the mayor and city council concerning personnel issues in their operations. None of those supervisors have participated on behalf of the employer in collective bargaining. None of those supervisors have necessary, regular or ongoing involvement with regard to the formulation, effectuation, or implementation of the employer's labor relations policies and procedures.



CONCLUSIONS OF LAW

1. The Public Employment Relations Commission has jurisdiction in this matter pursuant to Chapter 41.56 RCW.
2. Public Works Director Darwin Meyers, Chief of Police Stan Jack, and Library Director Diane Kerlin, are supervisory public employees within the meaning of RCW 41.56.030(2), and are not confidential employees within the meaning of RCW 41.56.030(2)(c).
3. Clerk-treasurer Debbie Crosier and Senior Center Director Beth Jensen (in her capacity as Personnel Coordinator) are confidential employees within the meaning of RCW 41.56.030(2)(c).
4. The fire chief of the City of Milton is not a full-time or regular part-time employee of the employer.
5. A bargaining unit described as:

All full-time and regular part-time supervisors of the City of Milton, excluding elected officials, officials appointed for a fixed term of office, confidential employees and all non-supervisory employees

is an appropriate unit for the purposes of collective bargaining within the meaning of RCW 41.56.060.

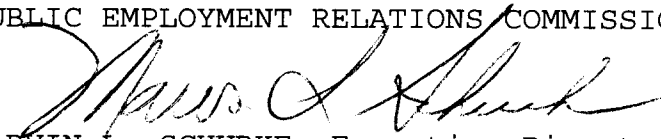
6. A question concerning representation presently exists in the bargaining unit described in paragraph 5 of the foregoing conclusions of law, and all conditions have been met for the conduct of an election pursuant to RCW 41.56.060 and WAC 391-25-490, et seq.

DIRECTION OF ELECTION

A representation election shall be conducted by secret ballot, under the direction of the Public Employment Relations Commission, in the appropriate bargaining unit described in paragraph 5 of the foregoing conclusions of law, for the purpose of determining whether a majority of the employees in that unit desire to be represented for the purposes of collective bargaining by International Association of Machinists and Aerospace Workers, District Lodge 160 or by no representative.

Entered at Olympia, Washington, on the 17th day of July, 1995.

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.