

STATE OF WASHINGTON

In the matter of the petition of

CASTLE ROCK SCHOOL DISTRICT NO. 401

For clarification of an existing

PUBLIC SCHOOL EMPLOYEES OF WASHINGTON

Case No. 1387-C-78-57

Decision No. 540 PECB

ORDER CLARIFYING

BARGAINING UNIT

APPEARANCES:

Richard K. Galt, Superintendent of Schools, for the Employer

Gail P. Sessions, General Counsel, for the Union.

Castle Rock School District No. 401 filed a petition with the Public Employment Relations Commission on February 6, 1978, wherein it requested a clarification of an existing bargaining unit with respect to the job classification of custodial-maintenance employees. A hearing was held on August 28, 1978 at Castle Rock, Washington before Rex L. Lacy, Hearing Officer.

POSITIONS OF THE PARTIES:

The employer contends that the position of "maintenance person" is a job class separate from the "custodial employee" classification; that employees who previously held the maintenance person job classification were not members of PSE; and that the recognition clause of the collective bargaining agreement does not include employees classified as "maintenance person".

The union contends that the recognition clause of the contract clearly includes employees classified as custodial-maintenance; that the bargaining unit is the same unit historically represented by PSE with the exception of the addition of "aides" in 1976; that the work being performed by the employees is the same overall, regardless of the current assignments of employees; and that matters of union membership and enforcement or non-enforcement of the union security provision of the contract does not disturb the composition of the bargaining unit.

HISTORY OF BARGAINING:

The union was certified in 1969 as the exclusive bargaining representative of custodial and food service employees of the employer. The parties have

entered into a series of collective bargaining agreements from 1969 until the time of the hearing in this matter.

Article I, Section 1 of the initial collective bargaining agreement between the parties described the bargaining unit as follows:

"Article I

Section 1. The school Board and the Superintendent of School District Number 401 recognizes the Local Organization of Public School Employees of School District Number 401 an affiliate of the Public School Employees of Washington Association, as the exclusive bargaining representative of all of the employees in the following units: Custodial, and Food Service; for the purpose of consulting and negotiating on appropriate matters applicable to any and all employees in the units. EXCEPT: An Administrative Assistant, and/or Board Clerk, whose duties imply a confidential relationship to the School Board and/or the Superintendent."

The bargaining unit description was amended in the 1971-1973 collective bargaining agreement to read:

"Article I

Recognition

Section 1.1 The School Board and the Superintendent of School District Number 401 recognize the Local (sic) Organization of Public School Employees of District Number 401 an affiliate of the Public School Employees of Washington Association, as the exclusive bargaining representative of all the employees in the following units: Custodial, Food Service; for the purpose of consulting and negotiating on appropriate matters applicable to and all employees in the units. EXCEPT: A supervisor or secretary, whose duties imply a confidential relationship to the School Board and/or the Superintendent."

The parties again amended the unit description in their 1973-1976 collective bargaining agreement, to read:

"Section 1.3 The bargaining unit to which this agreement is applicable is as follows: All classified employees in the Food Service and Custodial general job classifications; provided, however, that the Custodial-Maintenance Supervisor shall be excluded pursuant to Section 1.2 above."

The parties added the "aide" classification to the bargaining unit and used the following recognition language in their 1976-1978 agreement:

"Section 1.3 The bargaining unit to which this Agreement is applicable is as follows: All classified employees in the Food Service, Custodial, and Aide general job classifications; provided, however, that the Custodial-Maintenance Supervisor shall be excluded pursuant to Section 1.2 above."

All of the collective bargaining agreements between the parties contained union security clauses under which bargaining unit employees were required to become and/or remain union members as a condition of employment.

From 1969 to 1976, the duties and responsibilities currently assigned to the employees in the "maintenance person" classification were performed by employees holding the "custodial - maintenance" job classification. The 1976-1978 collective bargaining agreement provided for four classifications under the "Custodial - Maintenance" heading, including: Head Maintenance, Custodian, Swing Custodian and Sweeper.

The "maintenance person" title originated in 1976. Since that time, certain duties previously performed by all custodial-maintenance personnel have gravitated towards the two employees holding the "maintenance person" title while the remaining duties continue to be performed by the balance of the employees in the bargaining unit. All of the custodial - maintenance employees have been supervised by the Custodial - Maintenance Supervisor at all times material herein, and there was no change of supervision at the time the "maintenance person" title was originated. The maintenance employees do not supervise custodians or sweepers. The other working conditions of the maintenance employees continue to be similar to those of other employees in the bargaining unit.

For some time following the creation of the "maintenance person" title, the union failed or neglected to enforce its union security clause with respect to one of the maintenance employees. That circumstance, perhaps more than any other fact or circumstance, has given rise to a claim that the maintenance personnel were excluded from the bargaining unit. The enforcement of the union security provision of a contract is the responsibility of the exclusive bargaining representative, and is a matter of internal union affairs and contract administration which does not alter the composition of the appropriate bargaining unit.

The criteria for unit determination are set forth in RCW 41.56.070 and the authority to determine bargaining units is delegated to the Commission. The unit agreed to by the parties was appropriate. Absent a change of circumstances warranting a change of the unit status of individuals or classifications, the unit status of those previously included in an appropriate bargaining unit will not be disturbed. City of Richland, Decision 279-A (PECB, 1978). The mere re-assignment of work within a bargaining unit does not, in this case, warrant any change of unit description or composition.

FINDINGS OF FACT

1. Castle Rock School District No. 401 is a school district organized under Chapter 28A.52 RCW and is a public employer within the meaning of RCW 41.56.030(2).
2. Public School Employees of Washington is a bargaining representative within the meaning of RCW 41.56.030(3) and is the recognized exclusive bargaining representative of employees of Castle Rock School District No. 401 in a bargaining unit composed of classified employees in the food service, custodial-maintenance and aide general job classifications.
3. A job title of "maintenance person" was created by the employer during or about 1976 attendant to the re-assignment of bargaining unit work among the employees in the bargaining unit.
4. All of the employees in the bargaining unit and employees in the "maintenance person" classification continue to share similar duties, skills and working conditions and a history of bargaining.

CONCLUSIONS OF LAW

1. Maintenance employees of Castle Rock School District No. 401 are public employees within the meaning of RCW 41.56.030(2).
2. A unit composed of classified employees in the food service, custodial-maintenance and aide general job classifications, including employees classified or titled as "maintenance person", is an appropriate unit for the purposes of collective bargaining within the meaning of RCW 41.56.070.

ORDER

The position of maintenance person shall continue to be included in the bargaining unit described in finding of fact paragraph three.

Dated at Olympia, Washington this 28th day of November, 1978.

PUBLIC EMPLOYMENT RELATIONS COMMISSION



MARVIN L. SCHURKE, Executive Director