

STATE OF WASHINGTON
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the matter of the petition of:)	
TIMBERLAND REGIONAL LIBRARY)	CASE NO. 2760-C-80-130
)	DECISION NO. 1168 - PECB
For clarification of an existing bargaining unit of its employees represented by:)	
TIMBERLAND REGIONAL LIBRARY)	ORDER CLARIFYING
STAFF ASSOCIATION)	BARGAINING UNIT

Lewis Lynn Ellsworth, Attorney at Law, appeared on behalf of the employer.

Ward Rathbone, Attorney at Law, appeared on behalf of the union.

By letter dated May 6, 1980, the Timberland Regional Library requested that the Public Employment Relations Commission clarify an existing bargaining unit to exclude a position at the Timberland North Mason Library. A hearing was held in the matter on September 10, 1980, at Olympia, Washington, before Martha M. Nicoloff, Hearing Officer. Both parties filed post-hearing briefs.

BACKGROUND:

The Timberland Regional Library System provides library services for an area encompassing Thurston, Mason, Lewis, Grays Harbor, and Pacific counties. Within those counties, the Timberland system operates 26 libraries and several bookmobile services. The Timberland system is directed by a Board of Trustees and is administered by an Executive Director, Louise E. Morrison. Reporting to Morrison are Mary Stough, Associate Director for Public Services, and Virginia Barton, Associate Director for Research and Planning. The librarians in charge of the 26 libraries within the system all report to and are evaluated by Stough.

On October 3, 1978, the Timberland Regional Library Staff Association filed a petition with the Public Employment Relations Commission for investigation of a question concerning representation of certain employees of the Timberland Regional Library system. An election was conducted, and the Association was conditionally certified as the exclusive bargaining representative of a unit described as:

"All full-time and part-time (one-half time or more) salaried employees of Timberland Regional Library System, EXCLUDING the Director, the Associate Director, Assistant Director, Business Manager, Personnel Administrator, confidential clerical employees and supervisory employees."

During the course of those proceedings, the employer asserted that the persons in charge of the ten "major" libraries in the Timberland system were supervisors and should therefore be excluded from the bargaining unit. Following a hearing, Senior Community Librarians, Community Librarians, and Senior Library Associates, commonly referred to as "building supervisors", were found to be supervisory employees and excluded from the bargaining unit. At that time, the employer did not challenge the eligibility of any individual holding a position at the North Mason Library.

In 1979, North Mason Library moved from a structure containing only a few hundred square feet into a 3,500 square foot building. Prior to the move, staffing was provided by a five-eighths time community library assistant and one substitute. The community library assistant circulated library materials but had no responsibility for scheduling library hours, hiring staff, or for extensive community involvement. The library is presently staffed by a full-time building supervisor, Susan Chapple, a community library assistant working five-eighths time, and pages who work a specified number of part-time hours. Substitute employees fill in as necessary.

Since Chapple assumed her duties in September, 1979, the employer has maintained that her position is automatically excluded from the bargaining unit as a supervisor.

POSITIONS OF THE PARTIES:

The employer contends that the position of Community Librarian at North Mason library possesses the same powers and shares similar working conditions with the ten building supervisor positions previously excluded from the bargaining unit. It argues that the North Mason position comes under the job description of Community Librarian, and that all others working under that description were previously excluded. Further, it contends that the Timberland management made a planned decision to make the North Mason Library a "major" one, and that the determination of whether a library was "major" was an important factor in the exclusion of the other Community Librarians in PERC's decision on the representation case.

The association argues that the duties of the North Mason position are not appreciably different from those of other bargaining unit positions. It contends that the duties of this position differ in only two areas from other unit positions, namely, in attending a different type of meeting and in

keeping the library open in the event of a work stoppage. It claims that these differences are the result of the employer's unilateral determination that the position would be excluded from the bargaining unit. The association contends that community demands upon North Mason do not appreciably differ from several "non-major" libraries, and are in fact less than those of one "non-major" library: Yelm. Finally, the association claims that the North Mason position was not challenged by the employer in the prior hearing, and questions that the position entails any greater responsibility than at the time of the previous case.

DISCUSSION:

In Timberland Regional Library, Decision No. 555-A (PECB, 1979), it was found that building supervisors had more extensive duties and responsibilities than other employees, and substantially different working conditions in the areas of salary, overtime, working hours, vacation benefits, and independent exercise of judgment. The record supported the employer's contention that the ten were, in fact, supervisory employees.

The record is clear that no Community Librarian position existed at the North Mason Library at the time of the previous hearing. Testimony in the instant case indicates that Chapple is paid at the same salary range and receives the same vacation benefits as other building supervisors; that she attends the same staff meetings as the other building supervisors; that she hires, schedules, and evaluates employees of the North Mason library without review by her superiors; that she is authorized to discipline and adjust grievances of her subordinates; that she is not compensated for work in excess of forty hours per week; and that she is given substantial independent authority in operating the North Mason library.

The primary responsibility of the North Mason building supervisor is in directing bargaining unit employees in the operation of that library. The position has never been part of a bargaining unit. The position shares a community of interest with previously excluded building supervisors, and clearly possesses a number of the standard indicia of supervisory responsibility. A conflict of interest would exist if the position were to be included in the bargaining unit. Timberland, supra; City of Richland, Decision No. 279 (PECB, 1977), aff. 279-A (PECB, 1978), aff. Benton County Superior Court (1979), aff. ____ Wash. App. ____ (1981).

Both parties argue the question of whether North Mason is a "major" library and whether, by implication, the Community Librarian position there should be excluded on that basis. That question is not reached here, nor is the debate particularly helpful. The "major" and "non-major" terminology is that of the employer, and is used here and in the prior Timberland decision only as a means of identification of the positions being discussed. The determination of whether Chapple's position is supervisory is primarily

based on an analysis of the duties of that position and does not, as the association asserts, require a comparison of her duties with that of the lead position of the Yelm library, which has been included within the bargaining unit.

FINDINGS OF FACT

1. Timberland Regional Library is a public employer within the meaning of RCW 41.56.030(1).

2. The Timberland Regional Library Staff Association is a labor organization within the meaning of the Act, and is the exclusive bargaining representative of a unit composed of all full-time and part-time (one-half time or more) salaried employees of Timberland Regional Library excluding the Director, the Associate Director, Assistant Director, Business Manager, Personnel Administrator, confidential clerical employees and supervisory employees.

3. Senior Community Librarians, Community Librarians and Senior Library Associates in charge of the ten major libraries in the Timberland system are supervisory employees with substantially different duties, skills, and working conditions from non-supervisory employees. They share a community of interest among themselves as "building supervisors", and have been excluded from the bargaining unit described in Finding of Fact 2.

4. The position of Community Librarian at North Mason Library was created subsequent to the certification of the bargaining unit represented by the Timberland Regional Library Staff Association.

5. The Community Librarian at the North Mason Library exercises substantial independent judgment in the operation of that library; and has authority on behalf of the employer to hire, schedule, evaluate, discipline, and adjust the grievances of her subordinates. She is paid at the same salary range and is granted the same benefits as the ten other building supervisors previously excluded from the bargaining unit.

CONCLUSIONS OF LAW

1. No question concerning representation currently exists and the Public Employment Relations Commission has jurisdiction in this matter to issue an order clarifying bargaining unit pursuant to Chapter 41.56 RCW and Chapter 391-35 WAC.

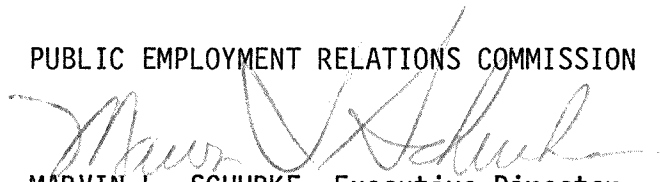
2. The Community Librarian at the Timberland North Mason Library is a supervisory employee, and therefore not within the description of the bargaining unit.

ORDER

The Community Librarian at the Timberland North Mason Library is excluded from the bargaining unit.

DATED at Olympia, Washington this 24th day of July, 1981.

PUBLIC EMPLOYMENT RELATIONS COMMISSION



MARVIN L. SCHURKE, Executive Director