

STATE OF WASHINGTON  
BEFORE THE EMPLOYMENT RELATIONS COMMISSION

In the matter of the petition of	)	
WASHINGTON STATE COUNCIL OF	)	CASE NO. 3856-C-81-181
COUNTY AND CITY EMPLOYEES,	)	
LOCAL 1533G, AFL-CIO	)	DECISION NO. 1523 - PECB
For clarification of an existing	)	
bargaining unit of employees of	)	
CITY OF GOLDENDALE	)	ORDER CLARIFYING
	)	BARGAINING UNIT

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Mary E. Hersey, Business Representative, appeared for the union.

Arthur G. Anderson, Director of Public Works, appeared for the employer.

Washington State Council of County and City Employees, Local 1533G, AFL-CIO, filed a petition with the Public Employment Relations Commission on November 30, 1981, seeking clarification of an existing bargaining unit. At issue is one employee working under the title "Motor Pool Manager". A hearing was held at Kennewick, Washington, on June 10, 1982, before Rex L. Lacy, Hearing Officer. The parties waived filing of post-hearing briefs.

BACKGROUND:

The City of Goldendale is a municipality located in Klickitat County, Washington. The city is governed by a seven member city council. Four department heads report to the elected mayor. One of those department heads, Arthur Anderson, has the title: Director of Public Works. Anderson is the supervisor of all city "maintenance" employees.

Washington State Council of County and City Employees (WSCCCE) was certified by the Washington State Department of Labor and Industries, on August 30, 1973, as exclusive bargaining representative of employees of the city in a unit described as:

- "Included: All full and regular part-time employees of the maintenance department, City of Goldendale, Washington.
- Excluded: Maintenance supervisor and all other employees, City of Goldendale, Washington."

Since 1973, the parties have entered into a series of collective bargaining agreements which have described the unit in the terms used in the certification.

Joe Whitmore formerly held the position of "foreman" or "maintenance supervisor". Whitmore exercised supervisory authority over other employees in the city's maintenance crew. During Whitmore's incumbency, heavy mechanical work on city vehicles and equipment was contracted out to private garages, but some "service station" mechanical work was done by city employees in the city shop.

Ivo Goedde was hired originally by the employer as a "seasonal" employee. Upon Whitmore's retirement, the "maintenance supervisor" title was left vacant and Goedde was given the new title "motor pool manager". Goedde brought to city employment his many years of experience as a mechanic. He is assigned to perform vehicle and equipment maintenance work in the city shop at a level of expertise substantially above the type of work previously attempted by the city in its own shop. Goedde now performs all or nearly all of the city's vehicle maintenance needs in the city shop, spending approximately one half of his working hours in that activity. He purchases parts and supplies for his work functions, keeps maintenance and repair records on city vehicles and equipment, and has made recommendations to Anderson on the purchase of used vehicles for the city.

Goedde works a nominally 40 hour per week schedule. He is paid on a monthly basis, while the six other employees in the maintenance crew are paid on an hourly basis. Goedde's fringe benefits are similar to those of other city employees.

The employer refrained from using the "supervisor" title with reference to Goedde's position as motor pool manager, and acknowledges that Goedde is not the supervisor of the city crew. Anderson has assumed the supervision responsibilities formerly delegated to Whitmore. Goedde has expressed a preference that certain other employees be or not be assigned to help him on those occasions when he needs assistance in the city shop, but Goedde has not been authorized to hire, fire, effect discipline or otherwise supervise such employees. Goedde has been told that he is subject to call for maintenance crew tasks outside of the city shop, but no such occasion has arisen.

Goedde is not involved with, and does not have access to, confidential information concerning the employer's labor relations policies.

#### POSITIONS OF THE PARTIES:

The employer contends that Ivo Goedde is a "managerial" employee whose interests lie with the City of Goldendale rather than with the employees in

the bargaining unit. Based on Goedde's responsibilities for parts purchases and his role in recommending equipment purchases, the employer contends that Goedde should be excluded from the bargaining unit.

The union contends that Goedde primarily performs maintenance work which is within the description and historical scope of work of the bargaining unit. The union argues that Goedde is neither a successor to the maintenance supervisor, nor a supervisor or confidential employee, and that he should be included in the bargaining unit.

DISCUSSION:

Goedde has never been included in the bargaining unit, and the collective bargaining agreement makes no provision for his wages. The present dispute originated when Goedde's addition to the workforce came to the attention of the union and it wrote to the employer requesting enforcement of the union security provisions of the collective bargaining agreement. The city refused, asserting the grounds advanced in these proceedings.

The terms of the certification, and of the recognition language contained in the collective bargaining agreement, includes "all" employees in the city's maintenance workforce, and is sufficiently broad to include both vehicle maintenance and street maintenance, etc., employees in the same bargaining unit. Other cases are noted where skilled maintenance personnel have been included in the same bargaining with other blue collar employees, Castle Rock School District, Decision 540 (PECB, 1978), or with employees who operate the vehicles which they maintain. West Valley School District, Decision 1129 (PECB, 1980); Lake Washington School District, Decision 1170 (PECB, 1981).

The sole exclusion from the existing bargaining unit has historically been the maintenance supervisor. That exclusion was consistent with the unit determination policies of the Commission under RCW 41.56.060, which call for exclusion of persons exercising supervisory authority from the bargaining units of rank and file employees they supervise. City of Richland, Decision 279-A (PECB, 1978), aff. 29 Wa.App. 599 (Division III, 1981), cert. den., 96 Wa.2d 1004 (1981). There has been a change of circumstances, and Goedde neither has nor exercises the type of authority which had warranted Whitmore's exclusion from the bargaining unit. The title change reflects the change of circumstances, and an attempt to continue the old title with the new duties would not have been binding on either the union or the Commission.

The record reflects that the types of work now performed by Goedde have always been performed. Goedde is now performing some work which formerly would have been contracted out, but the bottom line is that the work would

have been performed in the past by the contractor's blue collar employees. Goedde now performs, in addition to the heavy mechanical work, the "service station" type of vehicle maintenance work historically performed by bargaining unit employees. Vehicle maintenance records were historically kept by another city employee. Where a new classification is created at the fringe of an existing bargaining unit and a separate unit is not indicated, the new class may be accreted to the existing unit. Oak Harbor School District, Decision 1319 (PECB, 1981). The isolated incidents in which Goedde has made recommendations on the purchase of used vehicles are not sufficient to warrant a conclusion that his position should be excluded from the coverage of the statute. Goedde may be a more skilled mechanic than the other bargaining unit employees. However, the difference in skill level and duties is not sufficient to warrant exclusion from a bargaining unit which is defined by the parties in their collective bargaining agreement in such a manner as, on its face, to encompass the maintenance work performed by Goedde.

#### FINDINGS OF FACT

1. City of Goldendale is a public employer within the meaning of RCW 41.56.030(2).
2. Washington State Council of County and City Employees, Local 1533G, AFL-CIO, is a bargaining representative within the meaning of RCW 41.56.030(3) and is the certified exclusive representative of a bargaining unit of employees of the City of Goldendale maintenance department excluding the maintenance supervisor and all other city employees.
3. The motor pool manager makes major and minor repairs to vehicles and city equipment, is responsible for purchasing parts, makes recommendations to the director of public works regarding purchasing vehicles and equipment, performs some of the non-supervisory duties performed previously by the maintenance supervisor.
4. The motor pool manager does not participate in the employer's labor relations, has no regularly scheduled employees to supervise, does not recommend hiring, firing, transfer, promotion, discipline or suspension of employees.

#### CONCLUSIONS OF LAW

1. The Public Employment Relations Commission has jurisdiction over this matter pursuant to Chapter 41.56 RCW.

2. The motor pool manager is a "public employee" within the meaning of RCW 41.56.030(2) who is properly included within the bargaining unit to which all other non-supervisory blue collar employees of the employer are assigned.

ORDER

The position of motor pool manager shall be included within the bargaining unit.

DATED at Olympia, Washington, this 28th day of October, 1982.

PUBLIC EMPLOYMENT RELATIONS COMMISSION



MARVIN L. SCHURKE, Executive Director