

STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the matter of the petition of:)	
)	
LONGVIEW CLASSIFIED PUBLIC)	
EMPLOYEES ASSOCIATION/WEA)	CASE NO. 6875-C-87-362
)	
For clarification of an existing)	DECISION 3109 - PECB
bargaining unit of employees of:)	
)	
LONGVIEW SCHOOL DISTRICT)	ORDER CLARIFYING
)	BARGAINING UNIT
)	

Faith Hanna, Attorney at Law, appeared on behalf of the petitioner.

Hafer, Price, Reinhart, and Schwerin, by Kim Williams, Attorney at Law, appeared on behalf of the Service Employees International Union.

Ray Kahler, Administrative Assistant, appeared on behalf of the employer.

On May 15, 1987, the Longview Classified Public Employees Association/WEA (CPEA) filed a petition with the Public Employment Relations Commission, seeking clarification of an existing bargaining unit of non-supervisory office-clerical employees of the Longview School District. The CPEA claimed a newly created position which had been assigned by the employer to a bargaining unit represented by Service Employees International Union, Local 288, and that organization intervened in the proceedings. A hearing was held on December 9, 1987, before Hearing Officer Martha M. Nicoloff. The unions filed post-hearing legal memoranda.

BACKGROUND

SEIU Local 288 and the employer have had a collective bargaining relationship for many years. Until 1987, the bargaining unit represented by Local 288 included all non-supervisory classified employees of the employer.

The CPEA was certified in Longview School District, Decision 2551-B (PECB, 1987) as the exclusive bargaining representative of:

All full-time and regular part-time office clerical employees of the Longview School District, excluding supervisors, confidential employees, and all other employees of the employer.

The proceedings leading to that certification included a decision approving a severance of office-clerical employees from the bargaining unit represented by Local 288,¹ and a supplemental decision on challenged ballots which sorted out the borderline between the "office-clerical" unit and the balance of the employer's workforce.² A footnote in the latter decision observed that the employer had never before had any need to distinguish between "office-clerical" and other types of classified employees, and that there were some inherent difficulties with maintaining a clear line of demarcation between the bargaining units.

The "Microcomputer Assistant" position at issue in the instant case was created on April 17, 1987, just 15 days after the issuance of Decision 2551-A.

¹ Longview School District, Decision 2551 (PECB, 1986).

² Longview School District, Decision 2551-A (PECB, 1987).

POSITIONS OF THE PARTIES

The CPEA claims that the duties now being performed by the "Microcomputer Assistant" were previously performed by a "Microcomputer Systems Coordinator" position which was included in the office-clerical bargaining unit, by agreement of all parties in the representation proceedings. It claims that the assistant's duties are in support of the administrative functions of the school district (rather than instructional support), and that the position belongs in the office-clerical bargaining unit.

SEIU Local 288 argues that the microcomputer assistant position shares a greater community of interest with the members of its bargaining unit than with the employees in the office-clerical unit. It claims that the part-time schedule of this position is more akin to that of educational assistants and food service and transportation workers than to the employer's clerical workers. It claims, further, that much of the work of the position is not clerical, that the incumbent of the position was not required to meet the same entrance requirements as are imposed for most office-clerical positions, and that the position engages in a certain amount of janitorial work.

The employer takes no position as to the appropriate bargaining unit placement of the disputed position.

DISCUSSION

The announcement of the disputed position was made in the form of a memo addressed to: "Longview School District / SEIU Local 288 Bargaining Unit Members." The position was to be on a part-time basis.

During April of 1987, the microcomputer assistant position was filled by Tim Harris, who had been employed by the Longview School District for several years on a part-time basis. Prior to April of 1987, Harris had been in the employer's print center, in a position within the SEIU bargaining unit. Harris continued to hold the print center position after his assignment to the disputed position. At the time of hearing, Harris was scheduled to work four hours per day throughout the year in the microcomputer assistant position, and four hours per day during ten months of the year as a print center operator.

Harris testified that as the microcomputer assistant, he is responsible to ensure that all requests for computer-printed documents are printed and "burst" (that is, separated by page) to go out in the morning mail to the requesting school. He testified that they attempt to ensure a one-day turnaround on jobs. His microcomputer assistant duties include ensuring that the computer printers are clean, and that the area around the computer is clean. He does no typing or filing and does no work with student files.

Harris testified that as a print center operator, he is responsible for printing any tests or other work requested by the schools. The differences which he noted in the two jobs were that he generally works on his own in the computer room, and that the machines in the computer room are different from those in the print center.

Christy Gilles has been the microcomputer systems coordinator for the district for approximately three and one-half years. She works eight hours per day, 217 days per year, and is considered to be a "ten month" employee. She is paid on the secretary salary schedule, and was an eligible voter in the representation proceedings in the office-clerical bargaining

unit. Gilles testified that her duties include training secretarial and administrative employees on the use of the microcomputer system. That training involves in-service programs conducted once or twice yearly on the word processing system, as well as periodic workshops explaining the employer's electronic mail system. Gilles does some minimal training regarding the record-keeping system for student records. Her responsibilities also include maintaining the equipment, as well as the bursting and decollating of computer-printed reports. Her maintenance duties include cleaning the interior of the machines, changing tapes, and making necessary adjustments. The "bursting" and "decollating" functions involve operation of machinery which detaches computer paper (which prints in sets of three sheets) and separating those papers into individual sheets. She also periodically performs "backups" and "saves" on the computer, to ensure that newly added information becomes part of a permanent record on the computer.

Gilles testified that Harris does a "full verified save" on a daily basis when he begins work, since no one is using the computers at that time. He also prints anything which is waiting, bursts it, puts it in the mail, and ensures that there is paper available to do any jobs which might come up. He also cleans ribbon bands and inserts new ribbons. She testified, further, that Harris performs no work which she did not perform in the past in her present position.

Neither of the functions performed by Harris is involved with direct services to students. Both the printing tasks and the microcomputer tasks appear to be support functions - "overhead" or "in the background" to the educational enterprise, depending upon one's point of view. The CPEA does not claim the printing work and, in view of the recent representation proceedings,

this would not be the time or place for the making of such a claim. The printing and microcomputer functions appear to have been kept quite separate from one another, however, even to the extent of Harris having different work schedules in the different positions.

There can be little doubt that the functions now performed by Harris in the disputed "Microcomputer Assistant" position are a transference from or extension of the work of the office-clerical unit position held by Gilles. The footnote referred to, above, in Decision 2551-A went on to state:

At hearing, the parties recognized the possibility for "dual status" employees to have rights and obligations in two bargaining units, and that some of those involved in this proceeding could be so classified on the basis of their historical assignments. With the guidance provided here, the employer may prefer to re-align assignments to minimize "dual status".

Nevertheless, the employer created yet another "dual status" situation within a month thereafter, by advertising the disputed position to the SEIU unit and assigning Harris work previously done by an office-clerical employee. The employer's initial characterization of the position and the dual status situation do not change the fact that the microcomputer tasks were, and are, work of the office-clerical unit.

FINDINGS OF FACT

1. Longview School District is a school district of the state of Washington operated under Title 28A RCW, and is a "public employer" of its classified employees within the meaning of RCW 41.56.030(1).

2. Service Employees International Union, Local 288, a "bargaining representative" within the meaning of RCW 41.56.030(3), represents a bargaining unit which includes all classified employees of the Longview School District except office-clerical employees.
3. Classified Public Employees Association, a "bargaining representative" within the meaning of RCW 41.56.030(3), represents a bargaining unit which includes all office-clerical employees of the Longview School District.
4. The "Microcomputer Assistant" position at issue in this proceeding was created subsequent to the creation of the separate bargaining unit of office-clerical employees of the employer.
5. The duties, skills, and working conditions of the part-time "Microcomputer Assistant" position at issue in this proceeding are similar to those of, and are evidently derived from, an employee who, during the processing of the representation petition leading to the creation of the separate unit of office-clerical employees, was stipulated by all of the parties to be properly assigned to the office-clerical bargaining unit.
5. Although the employee presently filling the disputed "Microcomputer Assistant" position concurrently holds a part-time print shop position which, during the processing of the representation petition leading to the creation of the separate unit of office-clerical employees, was stipulated by all of the parties to be properly excluded from the office-clerical bargaining unit, the positions are kept administratively separate and are not functionally integrated.

CONCLUSIONS OF LAW

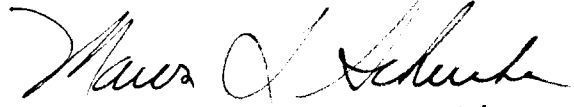
1. The Public Employment Relations Commission has jurisdiction in this matter pursuant to Chapter 41.56 RCW and Chapter 391-35 WAC.
2. The "Microcomputer Assistant" position at issue in this proceeding is properly allocated under RCW 41.56.060 to the bargaining unit of office-clerical employees for which Classified Public Employees Association is the exclusive bargaining representative.
3. The individual who held the "Microcomputer Assistant" position at the time of the hearing in this matter was a dual status employee, holding rights under RCW 41.56.060 as a bargaining unit employee in both bargaining units of classified employees of the employer.

ORDER

The bargaining unit of office-clerical employees of the Longview School District is hereby clarified to include the position of microcomputer assistant.

DATED at Olympia, Washington, the 27th day of January, 1989.

PUBLIC EMPLOYMENT RELATIONS COMMISSION


MARVIN L. SCHURKE, Executive Director

This order may be appealed by filing a petition for review with the Commission pursuant to WAC 391-35-210.