

STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the matter of the petition of:

PORT OF SEATTLE

For clarification of an existing bargaining
unit represented by:

PACIFIC NORTHWEST REGIONAL
COUNCIL OF CARPENTERS and
INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE
WORKERS, DISTRICT LODGE 160
AND LOCAL LODGE 289

CASE 25892-C-13-1563

DECISION 11903-B - PORT

ORDER CLARIFYING
BARGAINING UNIT

Robblee Detwiler & Black, P.L.L.P, by *Kristina Detwiler* and *Andrew G. Lukes*,
Attorneys at Law, for the International Association of Machinists and Aerospace
Workers, District Lodge 160 and Local Lodge 289.

DeCarlo & Shanley, by *Daniel M. Shanley*, Attorney at Law, for the Pacific
Northwest Regional Council of Carpenters.

Milton B. Ellis, Labor Relations Manager, for the employer.

On August 14, 2014, the Port of Seattle (employer) filed a unit clarification petition asking this agency to decide upon a work jurisdiction dispute. The employer seeks resolution regarding which union, the International Association of Machinists and Aerospace Workers, District Lodge 160 and Local Lodge 289 (Machinists) or the Pacific Northwest Regional Council of Carpenters (Millwrights), has jurisdiction over the preventative maintenance work for the employer's gangways, compactors, gates, coiling doors, cranes, and hoists.¹ The employer recently reassigned all of this preventative maintenance work to the Millwrights. The Machinists claim that they have historically performed this preventative maintenance work.

¹ In *Port of Seattle*, Decision 11903-A (PORT, 2013), the Machinists were referred to as "Local 289" and the Millwrights were referred to as the "Carpenters." During the hearing the unions referred to themselves as the Machinists and Millwrights. This decision will adopt the nomenclature preferred by the parties.

Following this reassignment, the Machinists filed a grievance under its collective bargaining agreement, ultimately seeking to have an arbitrator resolve the issue. The employer filed its unit clarification petition. The Machinists filed a motion to dismiss the employer's petition. The Machinists argued that the work jurisdiction issues should be decided by an arbitrator through the grievance procedure found in the Machinists' collective bargaining agreement. The Millwrights supported the employer's position that this matter should be resolved through a unit clarification proceeding conducted by this agency. The Machinists' motion to dismiss the petition was denied, and the matter was sent to hearing to be resolved under this agency's jurisdiction. *Port of Seattle*, Decision 11903-A. A hearing was held on February 13 and 14, 2014, and August 6 and 7, 2014, and the parties filed post-hearing briefs.

The Machinists have traditionally performed the preventative maintenance work on the employer's gangways, gates, compactors, cranes, and hoists. In so doing, this work became part of the Machinists' historical work jurisdiction and has attached to the Machinists' bargaining unit. While the millwright trade may typically perform this type of preventative maintenance work in other jurisdictions, this employer has not adopted this practice. The Millwrights only sporadically performed some preventative maintenance work on the gangways, gates, coiling doors, compactors, cranes, and hoists. The preventative maintenance work for the gangways, gates, compactors, cranes, and hoists shall be returned to the Machinists. With respect to the coiling doors, the Machinists and Millwrights each performed preventative maintenance work on specific types of coiling doors. The historical work assignment for coiling doors shall be maintained.

BACKGROUND

The employer's Marine Maintenance Shop is responsible for maintaining the vehicles and equipment operated by the employer. The Marine Maintenance Shop also performs preventative maintenance work, corrective maintenance work, and repair work on employer owned gangways, gates, coiling doors, compactors, cranes, and hoists.

Preventative maintenance work involves inspecting and testing equipment to ensure that the equipment works properly. Preventative maintenance work also includes taking action to prevent the equipment from breaking down, such as oiling and lubrication. Corrective maintenance work occurs when a preventative maintenance inspection determines that a piece of equipment is defective in some way and needs to be corrected. Repair work results from a piece of equipment being damaged.

Employees working in the Marine Maintenance Shop are skilled in various trades. Generally, each trade is assigned work based on the nature of the work. The plumbers, painters, electricians, laborers, machinists, and millwrights are among the trades working in the Marine Maintenance Shop. More than one trade may perform preventative maintenance work on complex pieces of equipment if the work requires the skills of more than one trade. The employees in each trade are represented by the different unions that traditionally represent those trades.

The Bargaining Units

The employer voluntarily recognized the Machinists as the exclusive bargaining representative of the employees performing “auto machinist” work. The Machinists have represented this bargaining unit since at least the 1980s. In other jurisdictions, auto machinist work is generally confined to “rolling stock” or moveable pieces of equipment. With this employer, auto machinist work includes the maintenance of employer owned vehicles as well as small motorized equipment, such as pumps and chainsaws. The maintenance on this equipment often involves the oiling and lubricating of moving parts.

The current recognition agreement between the employer and the Machinists states that the bargaining unit shall be composed of employees performing “the various functions of maintenance of Port-owned vehicles, as assigned and in accordance with historical jurisdiction.” The agreement does not define the Machinists’ historical work jurisdiction.

The employer voluntarily recognized the Millwrights as the exclusive bargaining representative of the employees performing “millwright” work. The Millwrights have represented this bargaining unit since at least the 1990s. With this employer, Millwright work generally includes all welding

work on employer owned equipment and also includes fabricating replacement parts. In other work jurisdictions, millwrights traditionally perform preventative maintenance work on “fixed” pieces of equipment. This employer’s millwrights have not exclusively performed preventative maintenance on fixed pieces of equipment in a manner similar to other jurisdictions.

The current recognition agreement between the employer and the Millwrights’ bargaining unit states that the Millwrights represent a bargaining unit of employees “performing work historically covered by this agreement or agreement prior to this agreement of which the Port and the [Millwrights] were parties hereto.”

The Employer’s Historic Practices Regarding Preventative Maintenance Work

The employer has not always drawn a bright line regarding which trade is assigned preventative maintenance work on employer owned gangways, compactors, gates, coiling doors, cranes, and hoists. The Machinists’ 1988-1991 collective bargaining agreement stated that the Machinists historic work jurisdiction includes the “repair and maintenance of certain components on the following equipment: elevators, doors, dockboards, oil pumps, gear trains, air conditioning systems, transfer spans, winchers, overhead cranes, compressors, pneumatic mail systems, and precision alignment of machinery.” That was eventually dropped from subsequent collective bargaining agreements. Nonetheless, the Machinists continued to regularly, but not exclusively, perform preventative maintenance work on gangways, compactors, gates, coiling doors, cranes, and hoists.

In the late 1990s, neither the Machinists nor the Millwrights were exclusively performing preventative maintenance work on gangways, compactors, gates, coiling doors, cranes, and hoists. Rather, composite crews consisting of employees from both unions were assigned to perform the preventative maintenance work.

There were disputes over the preventative maintenance work. In June 2000, the employer, the Machinists, and the Millwrights attempted to resolve the preventative maintenance work assignment issue. Those efforts were unsuccessful. In August 2000, the parties met again to resolve the dispute over which trade should perform preventative maintenance work on the

compactors. The parties decided to use a composite crew of Machinists and Millwrights for preventative maintenance work for the compactors. The parties did not address the preventative maintenance work assignments for the gangways and coiling doors, and the record does not clearly indicate which trade was assigned that preventative maintenance work.

The work jurisdiction issues continued. In 2004, the employer developed a “Work Process Understanding” to help resolve work jurisdiction issues between unions and to ensure that the proper trade or craft was being assigned work. Although the Work Process Understanding often resulted in agreements over which trade was to perform certain work, the process was not intended to create binding work jurisdiction assignments.

Work Process Understandings were developed for the following types of preventative maintenance work:

- *Gates*

In 2004, the parties agreed that the Millwrights were the primary trade to perform preventative maintenance work on the marina pedestrian gates and the Shilshole Bay Marina internal gate. The agreement did not assign any preventative maintenance work on the gates to the Machinists.

- *Hoists and Compactors*

In 2004, the parties agreed that the Machinists were the primary trade to perform preventative maintenance work on hoists and compactors. The Millwrights were to provide support for hoists and compactors preventative maintenance work.

- *Coiling Doors*

In 2010, the parties agreed that the Machinists were the primary trade to perform preventative maintenance work on gear boxes and gears for coiling doors. The Millwrights were the primary trade to perform all other preventative maintenance work on the coiling doors.

Preventative maintenance work for gangways was not discussed during these processes.

The Employer's Computerized Work Assignment Systems

Prior to 2004, the employer utilized a computerized maintenance management system that allowed the employer to automatically assign preventative maintenance work orders with more than one union or craft to the work order. The different trades could police the work order system to verify that the work assignments were being assigned to the proper craft.

After 2004, the employer implemented a new computerized maintenance management system. That system assigned a "lead craft" in the work order, but only allowed one union to be assigned to a work order. The foreperson or crew leader for each trade would review the work order and assign a person in his or her trade the work assignment.

The post-2004 maintenance management system allows for job assignments to be coded to help identify the type of work being performed. Preventative maintenance work orders are coded "PM." These types of work assignments are generated automatically. The trade performing the work is also assigned automatically. Corrective maintenance work orders are coded "CM." These types of work assignments are generated on an ad hoc basis. The person entering the work order is responsible for assigning the correct trade to the work order. If the wrong trade is assigned a corrective maintenance work order, the work can be reassigned. Other types of work orders included emergency maintenance (EM), "do it now" work (DIN), and inspections (INS).

The work orders demonstrate the frequency in which the Machinists and Millwrights were each assigned as the lead craft for preventative maintenance work for the gangways, gates, coiling doors, compactors, cranes, and hoists between January 2004 and March 2013.

- *Gates*

Despite the 2004 Work Process Understanding agreements, the employer assigned the Machinists as the lead craft 69 times for preventative maintenance work assignments on gates between 2004 and March 2013. The Machinists also performed corrective maintenance on the gangways during this time period.

In contrast, there are only four instances from 2004 through 2012 where the Millwrights were assigned as the lead craft for preventative maintenance work on the gates. There were 11 instances where the Millwrights were assigned as the lead craft for inspections. The Millwrights routinely performed corrective maintenance on the gates. The corrective maintenance included fabricating and installing new gates, repairing and welding damaged gates and swing arms, and installing and repairing key cores.

- *Cranes and Hoists*

The Machinists were assigned as the lead craft 1,001 times for preventative maintenance work assignments on hoists and cranes between 2004 and March 2013. The Machinists also performed corrective maintenance on the hoists and cranes during this time period.

In contrast, the Millwrights were never assigned as the lead or sole craft for preventative maintenance work on cranes and hoists until 2009. Between June and November 2004, the Millwrights were assigned 36 times as a second craft for preventative maintenance work on cranes and hoists. For these jobs, the machinist performing the preventative maintenance work would be elevated to the hoist or crane on a forklift operated by a millwright. This practice was deemed unsafe and the Millwrights regular participation in the preventative maintenance work for cranes and hoists ended.

Between 2009 and 2011, the Millwrights were assigned as the lead craft four times for preventative maintenance work on cranes and hoists. The Millwrights were not assigned as the lead craft on any other crane and hoist preventative maintenance work until March 2013. The Millwrights performed corrective maintenance and repair work on hoists and cranes, including fabricating parts and welding swing arms and other parts on the equipment.

- *Compactors*

The Machinists were assigned as the lead craft 200 times for preventative maintenance work assignments on compactors between 2004 and March 2013. The Machinists also performed corrective maintenance on the compactors during this time period.

In contrast, there were only three instances since June 2004 where the Millwrights were assigned preventative maintenance work on compactors. The Millwrights were not assigned as the lead craft on any other compactor preventative maintenance work until March 2013 when they were assigned as lead craft in two instances. The Millwrights routinely performed corrective maintenance and repair work on the compactors, such as replacing broken wheels and hinges, repairing metal lids, and repairing broken welds.

- *Coiling Doors*

Between 2004 and 2008, the Machinists were assigned as the lead craft one time for the preventative maintenance work on coiling doors. They were assigned as lead craft numerous times to inspect coiling doors during this period. Inspections are a secondary type of preventative maintenance work. Between 2009 and 2012, the Machinists performed preventative maintenance work on a certain set of coiling doors, including the Landscaper's Shed, Print Shop, and Compactor Shed.

Between 2004 and 2008, the Millwrights were assigned as the lead craft one time for the preventative maintenance work on coiling doors, including all fire doors. They were assigned as lead craft numerous times to inspect coiling doors during this period. Between 2009 and the end of 2012, the Millwrights also performed preventative maintenance work on a certain set of coiling doors, including all fire doors. The coiling doors that the Machinists were assigned as lead craft were different from the coiling doors the Millwrights were assigned as lead craft. The Millwrights also performed corrective maintenance and repair work on coiling doors, including realigning doors that came off their tracks, repairing damage, and adjusting stuck doors.

- *Gangways*

The Machinists were assigned as the lead craft 90 times for preventative maintenance work assignments on gangways between 2004 and March 2013. The Machinists also performed corrective maintenance on the gangways during this time period.

In contrast, there were only 13 instances between 2004 and March 2013 where the Millwrights were assigned as the lead craft for preventative maintenance work on the gangways. There were also 23 instances where the Millwrights were assigned as the lead craft on the gangways for inspections. The Millwrights routinely performed corrective maintenance and repair work on the gangways such as fabricating and modifying parts, and repairing damaged parts that needed welding.

The Employer's Decision to Assign the Millwrights the Preventative Maintenance Work

In 2011, an outside contractor improperly installed a crane. Both the Machinists and the Millwrights claimed that they had jurisdiction over the repair work which resurfaced the work jurisdiction disputes over the gangways, compactors, gates, coiling doors, cranes, and hoists. The parties were unable to reach agreement as to which union was to be assigned the preventative maintenance work.

On May 10, 2013, the employer reassigned the preventative maintenance work for the gangways, compactors, gates, coiling doors, cranes, and hoists from the Machinists to the Millwrights. This work reassignment represented a significant reassignment of work jurisdiction. The Machinists had been performing the preventative maintenance work on the gangways, compactors, gates, coiling doors, cranes, and hoists. That work was reassigned to the Millwrights. The employer made the decision to reassign the preventative maintenance work based upon the historical work jurisdictions within the industry.

At the time of the reassignment, the Millwrights lacked the necessary tools and manuals to perform many of the preventative maintenance tasks. Additionally, the Machinists needed to provide some training to ensure that the Millwrights were properly performing the preventative maintenance work.

The Machinists filed a contractual grievance regarding this work reassignment claiming that its trade had historically performed the work, but did not file an unfair labor practice complaint. The employer filed a unit clarification petition asking this agency to decide which trade should be assigned the preventative maintenance work on August 14, 2014.

DISCUSSION

The employer asserts that it has properly assigned the preventative maintenance work to the Millwrights. It points to the fact that there are numerous instances where the Millwrights had historically performed preventative maintenance work on gangways, gates, coiling doors, compactors, cranes, and hoists. The employer also points to the fact the millwrights typically perform preventative maintenance work on these kinds of fixed pieces of equipment in the industry. The employer also contends that the composite crew setup and the Machinists failure to properly include the Millwrights in performance of the preventative maintenance work led to the Machinists acquiring a greater work jurisdiction than they are entitled.

The Machinists argue that the preventative maintenance work on the gangways, compactors, gates, coiling doors, cranes, and hoists is part of their historical work jurisdiction and should be returned to their trade. The Machinists point to the work order assignment data which demonstrates the Machinist have been assigned the lead trade on the vast majority of preventative maintenance work orders for the gangways, gates, coiling doors, compactors, cranes, and hoists. The Machinists also claim that no evidence supports the Millwrights' claim that the preventative maintenance work was to be performed by a composite crew after 2004. Finally, the Machinists point out that even if the preventative maintenance work was to be performed by a composite crew as the Millwrights suggest, then the Machinists still have a claim to half of that work.

The Millwrights assert that their trade has traditionally performed preventative maintenance work on fixed equipment like gangways, gates, coiling doors, compactors, cranes, and hoists. The Millwrights also assert that the preventative maintenance work was to be performed by composite crews, but due to the limitations of the computerized maintenance management system, the Machinists did not properly include the Millwrights in the preventative maintenance work assignments.

The evidence demonstrates that the Machinists regularly performed the preventative maintenance work for the gangways, gates, compactors, cranes, and hoists for the period between 2004 and

March 2013. This preventative maintenance work is part of the Machinists' historic work jurisdiction. No evidence supports the Millwrights' and employer's argument that the preventative maintenance work on gangways and compactors was to be performed by a composite crew of Machinists and Millwrights. Even if there was such an agreement, that agreement was not enforced by either the Millwrights or the employer after 2004. The fact that the Millwrights performed preventative maintenance on fixed equipment in other jurisdictions does not overcome the fact the Machinists have regularly, and almost exclusively, performed this work since 2004. The employer removed this work from the Machinists historical work jurisdiction and that work should be returned.

The evidence also demonstrates that both the Machinists and the Millwrights performed substantial amounts of preventative maintenance work on different types of coiling doors. Accordingly, each trade will retain the preventative maintenance work for the coiling doors that they historically maintained.

Applicable Legal Standards

Chapter 53.18 RCW allows port districts to collectively bargaining with their public employees. RCW 53.18.015 states that the provisions of Chapter 41.56 RCW govern the collective bargaining relationship between the parties except as otherwise provided by Chapter 53.18 RCW. Nothing in Chapter 53.18 RCW governs the creation or modification of bargaining units. Although RCW 53.18.030 specifies that port employees are to be given "maximum freedom" in selecting a bargaining representative, the statute does not provide any guidance as to how work jurisdiction issues should be resolved. Because Chapter 53.18 RCW provides no guidance, the unit determination standards found at RCW 41.56.060 have been applied to the creation and modification of bargaining units at port districts. *See Port of Tacoma*, Decision 10093 (PORT, 2008); *Port of Seattle*, Decision 6181 (PORT, 1998).

A close relationship exists between a bargaining unit and the work jurisdiction of that bargaining unit. *Port of Seattle*, Decision 6181 *citing South Kitsap School District*, Decision 472 (PECB, 1978). If an employer assigns new work to employees in a bargaining unit, that work becomes historical bargaining unit work unless there is a prior agreement between the employer and

exclusive bargaining representative to make the transfer of work temporary. *State – Social and Health Services*, Decision 9551-A (PECB, 2008) citing *Kitsap County Fire District 7*, Decision 7064-A (PECB, 2001). If a question exists regarding the assignment of new work or the reassignment of existing work, the unit clarification process is the proper forum to resolve the long-term placement of that work.²

When crafting new bargaining units or modifying existing bargaining unit, this agency considers: the duties, skills and working conditions of the public employees; the history of collective bargaining by the public employees and their bargaining representatives; the extent of organization among the public employees; and the desire of the public employees. RCW 41.56.060. Not all of the factors will arise in every case, and where they do exist, any one factor could be more important than another, depending on the facts. *Renton School District*, Decision 379-A (EDUC, 1978), *aff'd*, *Renton Education Association v. PERC*, 101 Wn.2d 435 (1984).

The same statutory criteria is applied to work jurisdiction questions. However, the analysis focuses on historical patterns of assignment and bargaining associated with the work in question. The examination of the duties, skills and working conditions in work jurisdiction cases looks at the job requirements imposed by the employer as well as the assignments actually given to the employees by the employer. *Seattle School District*, Decision 5220 (PECB, 1995). The history of bargaining examines which collective bargaining agreement the work historically operated under. *Seattle School District*, Decision 5220. The extent of organization examines how the work fits into the employer's operation and whether the clarification will create future work jurisdiction questions. *Port of Seattle*, Decision 6181.

Application of Standards

In this case, preventative maintenance work for the gangways, gates, compactors, cranes, and hoists is part of the Machinists historical work jurisdiction. The employer assigned the

² A union may assert through an unfair labor practice complaint that an employer has unilaterally removed bargaining unit work without satisfying its bargaining obligations. Although unfair labor practice complaints may resolve isolated work assignments questions, they may not necessarily resolve long-term work jurisdiction issues.

Machinists as the lead craft for the vast majority of this work from 2004 through March 2013. The employer also assigned the Machinists as the lead craft for the Landscaper's Shed, Print Shop, and Compactor Shed coiling doors. The employer properly equipped the Machinists to perform the work and there is no evidence that this employer attempted to limit the Machinists preventative maintenance work jurisdiction through bargaining. This preventative maintenance work assigned to the Machinists became part of the Machinists historical work jurisdiction.

In a few instances, the Millwrights performed preventative maintenance tasks on gangways, gates, compactors, cranes, and hoists. Yet, those instances were sporadic and irregular. Additionally, there is no evidence that the employer intended to continually assign this work to the Millwrights. The employer did not properly equip or train the Millwrights to perform the preventative maintenance work between 2004 and March 2013.

The Millwrights assertion that the Machinists and the Millwrights agreed to jointly perform the preventative maintenance work using composite crews is not supported by this record. The evidence does not support a conclusion that a composite crew arrangement existed after 2004. At best, the Millwrights claimed the composite crew arrangement was to continue after 2004, and the Machinists claimed that it did not exist. Even if a composite crew arrangement existed after 2004, the Millwrights did nothing to enforce that arrangement. The Millwrights were aware of the frequency of the preventative maintenance work assignments from the 2000 and 2004 work jurisdiction agreements. When the Millwrights ceased getting called for preventative maintenance work on gangways, gates, compactors, cranes, and hoists in 2004, this naturally would have raised questions concerning the assignment of that work at that time. The Millwrights did not follow up until on preventative maintenance work assignments until 2011.

The employer and Millwrights argue that that the millwright trade has traditionally performed preventative maintenance work on fixed equipment like gangways, gates, coiling doors, compactors, cranes, and hoists in other jurisdictions. They also argue that the work process understandings initiated in 2004 were not binding work jurisdiction agreements that would have

permanently assigned the preventative maintenance work to the Machinists. These arguments are not persuasive.

The unit determination and work jurisdiction standards do not direct this agency to examine the traditional work assignments of a particular trade. Rather, the analysis requires a case-by-case examination of the particular employment situation. This is particularly true where the factual situation demonstrates the parties have implemented a work assignment process that differs from the written or oral agreement. *Seattle School District, Decision 5220.*

Here, the employer assigned the vast majority of preventative maintenance work to the Machinists between 2004 and March 2013. For example, Machinists were assigned 95 percent of the preventative maintenance work on gates, 99.6 percent of the preventative maintenance work on cranes and hoists, 98.5 percent of the of the preventative maintenance work on compactors, and 87 percent of the preventative maintenance work on gangways. This frequency and general exclusivity of the work assignments demonstrates an understanding on the part of the employer that the Machinists owned the preventative maintenance work for the gangways, gates, compactors, cranes, and hoists. Furthermore, the fact that the employer specifically assigned the preventative maintenance work for certain coiling fire doors to the Millwrights while at the same time assigning the Machinists the preventative maintenance work on the Landscaper's Shed, Print Shop, and Compactor Shed coiling doors demonstrates the employer had a historical pattern of making specific preventative maintenance work assignments.

The physical configuration of a bargaining unit is not a subject of bargaining but the assignment of a particular body of work may be discussed and bargaining by the parties. *See University of Washington, Decision 10490-C (PSRA, 2011).* Before removing the work from a bargaining unit's traditional work jurisdiction, an employer must first satisfy all of its collective bargaining obligations. *See, e.g., Snohomish County, Decision 9540-A (PECB, 2007); South Kitsap School District, Decision 472 (PECB, 1978).* If this employer believes that the Millwrights should be performing the preventative maintenance work on the gangways, gates, compactors, coiling doors, cranes, and hoists, then it may request bargaining with the Machinists.

CONCLUSION

The preventative maintenance work for the gangways, gates, compactors, cranes, and hoists, as well as the preventative maintenance work for the Landscaper's Shed, Print Shop, and Compactor Shed coiling doors is part of the Machinists' work jurisdiction. The employer improperly assigned this work to the Millwrights. The employer shall return this work to the Machinists.³

FINDINGS OF FACT

1. The Port of Seattle (employer) is a port district within the meaning of RCW 53.18.010.
2. The Pacific Northwest Regional Council of Carpenters (Millwrights) is an employee organization within the meaning of RCW 53.18.010.
3. The International Association of Machinists and Aerospace Workers, District Lodge 160 and Local Lodge 289 (Machinists) is an employee organization within the meaning of RCW 53.18.010.
4. The Millwrights represent the employees performing work that is described by this employer as "millwright" work. Millwright work generally includes all welding work on employer owned equipment and also includes fabricating replacement parts. In other work jurisdictions, millwrights have traditionally performed preventative maintenance work on fixed pieces of equipment.
5. The Machinists represent the employees performing work that is described by this employer as "auto machinist" work. Auto machinist work includes the maintenance of employer owned vehicles as well as small motorized equipment, such as pumps and chainsaws. The maintenance on this equipment often involves the oiling and lubricating of moving parts.

³ In its brief, the Machinists ask to be made whole for the lost work assignment. Unit clarification orders may only clarify existing bargaining unit and work jurisdictions. Remedial and punitive remedies are not provided through the unit clarification process. The Machinists needed to file a timely unfair labor practice complaint to invoke this agency's remedial authority.

6. The employer's Marine Maintenance Shop is responsible for maintaining vehicles and equipment operated by the employer's workforce. The Marine Maintenance Shop also performs preventative maintenance work, corrective maintenance work, and repair work on employer owned gangways, gates, coiling doors, compactors, cranes, and hoists.
7. In the late 1990s, neither the Machinists nor the Millwrights were exclusively performing preventative maintenance work on gangways, compactors, gates, coiling doors, cranes, and hoists. Rather, composite crews consisting of employees from both unions were assigned to perform the preventative maintenance work.
8. The Machinists were assigned as the lead craft 69 times for preventative maintenance work assignments on gates between 2004 and March 2013.
9. There are four instances between 2004 through 2012 where the Millwrights were assigned as the lead craft for preventative maintenance work on the gates. There were 11 instances where the Millwrights were assigned as the lead craft for inspections.
10. The Machinists were assigned as the lead craft 1,001 times for preventative maintenance work assignments on hoists and cranes between 2004 and March 2013. The Machinists also performed corrective maintenance on the hoists and cranes during this time period.
11. Between June and November 2004, 36 instances occurred where the Millwrights were assigned as a second craft for preventative maintenance work on cranes and hoists. For these jobs, the Machinist performing the preventative maintenance work would be elevated to the hoist or crane on a forklift operated by a millwright. This practice was deemed unsafe and the Millwrights regular participation in the preventative maintenance work for cranes and hoists ended.
12. Aside from the 2004 work orders, there are four instances in 2009 and 2011 where the Millwrights were assigned preventative maintenance work on cranes and hoists.

13. The Machinists were assigned as the lead craft 200 times for preventative maintenance work assignments on compactors between 2004 and March 2013. The Machinists also performed corrective maintenance on the compactors during this time period.
14. There are three instances since June 2004 where the Millwrights were assigned preventative maintenance work on compactors. The Millwrights were not assigned as the lead craft on any other compactor preventative maintenance work until March 2013 when they were assigned as lead craft in two instances.
15. Between 2004 and 2008, the Machinists were assigned as the lead craft one time for the preventative maintenance work on coiling doors. Between 2009 and 2012, the Machinists performed preventative maintenance work on a certain set of coiling doors, including the Landscaper's Shed, Print Shop, and Compactor Shed.
16. Between 2004 and 2008, the Millwrights were assigned as the lead craft one time for the preventative maintenance work on coiling doors, including all fire doors. Between 2009 and 2012, the Millwrights also performed preventative maintenance work on a certain set of coiling doors, including all fire doors.
17. The Machinists were assigned as the lead craft 90 times for preventative maintenance work assignments on gangways between 2004 and March 2013. The Machinists also performed corrective maintenance on the gangways during this time period.
18. There are 13 instances between 2004 and March 2013 where the Millwrights were assigned as the lead craft for preventative maintenance work on the gangways. There were also 23 instances where the Millwrights were assigned as the lead craft on the gangways for inspections.
19. In 2011, an outside contractor improperly installed a crane. Both the Machinists and the Millwrights claimed that they had jurisdiction over the repair work. This disagreement

resurfaced the work jurisdiction dispute over the gangways, compactors, gates, coiling doors, cranes, and hoists.

20. On May 10, 2013, the employer reassigned the preventative maintenance work for the gangways, compactors, gates, coiling doors, cranes, and hoists from the Machinists to the Millwrights.

CONCLUSIONS OF LAW

1. The Public Employment Relations Commission has jurisdiction in this matter under Chapter 53.18 RCW, Chapter 41.56 RCW, and Chapter 391-35 WAC.
2. Based upon Findings of Fact 6 through 16, the Machinists have traditionally performed the preventative maintenance work on the gangways, gates, compactors, cranes, and hoists for this employer. This work is part of the Machinists historical work jurisdiction that has attached to its bargaining unit.
3. Based upon Findings of Fact 17 and 18, the Machinists have traditionally performed the preventative maintenance work on a specific set of coiling doors, including the Landscaper's Shed, Print Shop, and Compactor Shed. The Millwrights have traditionally performed the preventative maintenance on a different set of coiling doors, including all fire doors.

ORDERED

1. The preventative maintenance work on employer owned gangways, gates, compactors, cranes, and hoists is part of the International Association of Machinists and Aerospace Workers, District Lodge 160 and Local Lodge 289 historical work jurisdiction and should be returned to that bargaining unit.

2. The preventative maintenance work on employer owned coiling doors shall remain with respective trades that are currently performing those work assignments.

ISSUED at Olympia, Washington, this 20th day of January, 2015.

PUBLIC EMPLOYMENT RELATIONS COMMISSION



MICHAEL P. SELLARS, Executive Director

This order will be the final order of the agency unless a notice of appeal is filed with the Commission under WAC 391-35-210.