

STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the matter of the petition of:

UNIVERSITY OF WASHINGTON

For clarification of an existing bargaining
unit represented by:

WASHINGTON STATE FEDERATION
OF EMPLOYEES

CASE 131472-C-19

DECISION 13110 - PSRA

ORDER CLARIFYING
BARGAINING UNIT

Edward Earl Younglove III, Attorney at Law, Younglove & Coker, P.L.L.C., for
the Washington Federation of State Employees.

Liz Dedrick, Attorney at Law, for SEIU Healthcare 1199NW.

Henry Farber, Attorney at Law, and *John Hodges-Howell*, Attorney at Law, Davis
Wright Tremaine, for the University of Washington.

Northwest Hospital & Medical Center (Northwest) is a private nonprofit tax-exempt community hospital located in Seattle, Washington. Northwest and the University of Washington (University) entered into an agreement where the University will operate Northwest as a campus of the University of Washington Medical Center (UWMC) starting January 1, 2020. As a result of the merger, all employees at Northwest will become University employees and many of them will be functionally integrated with similarly situated employees of UWMC. Some positions will also be co-located with existing University and UWMC positions who perform the same work.

The Washington Federation of State Employees (WFSE) represents a campus-wide bargaining unit of nonsupervisory classified employees at the University. *University of Washington*, Decision 9398 (PSRA, 2006). This bargaining unit includes approximately 1550 employees including 42 employees at the University who perform supply chain duties throughout the University's campuses including UWMC. Supply chain work includes delivering requested materials and supplies to various buildings owned and operated by the University on predetermined routes.

SEIU Healthcare 1199NW (1199NW) represents a historical bargaining unit of nonsupervisory employees at Northwest that includes employees who pick-up and deliver supplies to the hospital. These duties are nearly identical to supply chain duties performed by existing University employees.

On April 26, 2019, the University filed a unit clarification petition concerning certain employees in 1199NW's bargaining unit who perform supply chain duties similar to the supply chain duties performed by WFSE's bargaining unit employees. The University asks that WFSE's bargaining unit be clarified to include the nonsupervisory employees performing supply chain work at Northwest to avoid work jurisdiction issues.

Representation Case Administrator Dario de la Rosa conducted an investigation that included meeting with the parties to determine if the University's petition could be resolved without the need of a hearing. The parties agree that the represented and nonrepresented employees performing supply chain work at Northwest share a community of interest with the employees in WFSE's bargaining unit.

WFSE's bargaining unit shall be clarified to include employees performing supply chain work at University regardless of work location. These positions perform work that is universal across the University and to bifurcate the work into more than one bargaining unit would create work jurisdiction issues.

ANALYSIS

Applicable Legal Standards

The determination of appropriate bargaining units is a function delegated to this agency by the legislature. *City of Richland*, Decision 279-A (PECB, 1978), *aff'd*, *International Association of Fire Fighters, Local 1052 v. Public Employment Relations Commission*, 29 Wn. App. 599 (1981), *review denied*, 96 Wn.2d 1004 (1981). The goal in making bargaining unit determinations is to group together employees who have sufficient similarities (community of interest) to indicate that

they will be able to bargain effectively with their employer. *Quincy School District*, Decision 3962-A (PECB, 1993). When making bargaining unit determinations, the Commission seeks to avoid fragmentation and potential work jurisdiction disputes. *King County (ATU Local 587)*, Decision 6696 (PECB, 1999). Bargaining unit determinations are made on a case-by-case basis. *King County*, Decision 5910-A (PECB, 1997).

Included in this agency's authority to determine an appropriate bargaining unit is the power to modify that unit, upon request, through a unit clarification proceeding. *University of Washington*, Decision 11590 (PSRA, 2012), *aff'd*, Decision 11590-A (PSRA, 2013); *see also Pierce County*, Decision 7018-A (PECB, 2001). Unit clarification cases are governed by the provisions of chapter 391-35 WAC. The general purpose of the unit clarification process is to provide this agency as well as the parties to a collective bargaining relationship a mechanism to make changes to an appropriate bargaining unit based upon a change of circumstances. *See, e.g., Toppenish School District*, Decision 1143-A (PECB, 1981) (outlining the procedures to remove supervisors from existing bargaining units). Unit clarification proceedings can be used to determine the bargaining unit placement of newly created positions. WAC 391-35-020(1)(a).

In making bargaining unit determinations, the Commission considers "the duties, skills, and working conditions of the employees; the history of collective bargaining; the extent of organization among the employees; the desires of the employees; and the avoidance of excessive fragmentation." RCW 41.80.070. The criteria are not applied on a strictly mathematical basis. *King County*, Decision 5910-A. Not all of the factors will arise in every case and 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. Public Employment Relations Commission*, 101 Wn.2d 435 (1984).

An accretion may be ordered when changed circumstances lead to the existence of positions that logically belong only in one existing bargaining unit. *Id.*; *City of Auburn*, Decision 4880-A (PECB, 1995). In order for an accretion to be directed, the resulting unit must be appropriate. *Pierce County*, Decision 6051-A (PECB, 1998). An accretion will be denied if the positions could

stand on their own as a separate bargaining unit or could appropriately be placed in any other bargaining unit. *City of Auburn*, Decision 4880-A. An accretion cannot be ordered where the number of employees to be added to the bargaining unit is so large as to call into question the union's majority status in the enlarged unit. *Port of Seattle*, Decision 11131 (PORT, 2011). The party proposing accretion bears the burden of demonstrating that conditions for accretion are present. *State – Enterprise Services (Contracts & Legal Services)*, Decision 11652-A (PSRA, 2013); *City of Auburn*, Decision 4880-A.

Application of Standards

When the University acquired Northwest and decided to integrate Northwest into the UWMC system, it did so with the intent to create a single hospital system with multiple campuses. The University also expects employees performing supply chain work across the University. This includes the employees who perform these functions at the Northwest campus.

WFSE represents employees performing supply chain work across the University in the following job classes, including employees in the supply chain technician 1, 2, and lead job classes. Of the 1550 employees in WFSE campus-wide bargaining unit, approximately 42 positions perform supply chain work.

At Northwest, two couriers represented by the 1199NW perform supply chain duties nearly identical to the supply chain positions represented by WFSE. These positions will receive a University job classification once Northwest is fully integrated into the University system.

The couriers at Northwest only share a community of interest with WFSE's bargaining unit. The duties, skills, and working conditions for these employees are the same as the duties, skills, and working conditions of the existing supply chain employees in WFSE's bargaining unit and these positions will be functionally integrated.

The extent of organization also supports a conclusion that the shared services employees who are being integrated into the University's workforce only share a community of interest with WFSE's

campus-wide bargaining unit. WFSE represents all supply chain positions at the University. Bifurcating the representation for these employees would create work jurisdiction issues and keeping these positions in a single bargaining unit would avoid excessively fragmenting the University's workforce.

In this case, the couriers at Northwest can be added to WFSE's bargaining unit without the need of an election. There are approximately 42 supply chain positions in WFSE's bargaining unit. Adding the 1199NW represented and unrepresented positions to WFSE's bargaining unit would not call into question WFSE's majority status and neither 1199NW nor the University are questioning that WFSE's existing nonsupervisory bargaining unit is the appropriate bargaining unit for these positions.

FINDINGS OF FACT

1. The University of Washington is an employer within the meaning of RCW 41.80.005(8).
2. The Washington Federation of State Employees is an employee organization within the meaning of RCW 41.80.005(7).
3. SEIU Healthcare 1199NW is an employee organization within the meaning of RCW 41.80.005(7).
4. Northwest Hospital & Medical Center (Northwest) is a private nonprofit tax-exempt community hospital located in Seattle, Washington. Northwest and the University of Washington (University) entered into an agreement where the University will operate Northwest as a campus of the University of Washington Medical Center (UWMC) starting January 1, 2020.
5. WFSE represents a campus-wide bargaining unit of nonsupervisory employees at the University. This bargaining unit includes approximately 1550 employees, of which

approximately 42 perform “supply chain” work. Supply chain work includes delivering requested materials and supplies to various buildings owned and operated by the University on predetermined routes.

6. SEIU Healthcare 1199NW (1199NW) represents a historical bargaining unit of nonsupervisory employees at Northwest that includes employees who pick-up and deliver supplies to the hospital.
7. When the University acquired Northwest and decided to integrate Northwest into the UWMC system, it did so with the intent to create a single hospital system with multiple campuses. The University also expects employees performing supply chain work across the University to be integrated. This includes the employees who perform these functions at the Northwest campus.
8. At Northwest, two couriers represented by the 1199NW perform supply chain duties nearly identical to the supply chain positions represented by WFSE described in Finding of Fact 5. These position will receive a UWMC job classification once Northwest is fully integrated into the UWMC system.
9. The couriers at Northwest only share a community of interest with WFSE’s bargaining unit. The duties, skills, and working conditions for these employees are the same as the duties, skills, and working conditions of the existing supply chain employees in WFSE’s bargaining unit and these positions will be functionally integrated.

CONCLUSIONS OF LAW

1. The Public Employment Relations Commission has jurisdiction over this matter pursuant to chapter 41.80 RCW and chapter 391-35 WAC.
2. Based upon findings of fact 4, 5, 7, and 8, the employees described in finding of fact 8 only share a community of interest with the bargaining unit described in finding of fact 5.

ORDER

Effective January 1, 2020, the employees described in finding of fact 8 shall be added to the bargaining unit described in finding of fact 5 without the need of an election.

ISSUED at Olympia, Washington, this 12th day of December, 2019.

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.



RECORD OF SERVICE

ISSUED ON 12/12/2019

DECISION 13110 - PSRA has been served by mail and electronically by the Public Employment Relations Commission to the parties and their representatives listed below.

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CASE 131472-C-19

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