

**STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
LABOR RELATIONS DIVISION**

In the Matter of:

ALLEN PARK PUBLIC SCHOOLS,
Public Employer,

-and-

Case No. UC98 C-11

ALLEN PARK ASSOCIATION OF EDUCATIONAL
SECRETARIES/ESP,
Petitioner-Labor Organization,

-and-

AFSCME, COUNCIL 25,
Intervenor.

APPEARANCES:

David Hershey, Michigan Association of School Boards, for the Public Employer

Amberg, McNenly, Firestone & Lee, P.C., by Joseph H. Firestone, Esq., for the Petitioner

Kevin Bramlet, Director, Michigan AFSCME Council 25, for the Intervenor

DECISION AND ORDER

Pursuant to Sections 12 and 13 of the Public Employment Relations Act (PERA), 1965 PA 379, as amended, MCLA 423.212 and 423.213, MSA 17.455(12) and (13), this case was heard in Detroit, Michigan, on November 20, 1998, by Administrative Law Judge Roy L. Roulhac for the Michigan Employment Relations Commission. Based on the record, including post hearing briefs filed by May 3, 1999, we find as follows:¹

The Petition and Issues Presented:

Petitioner, the Allen Park Association of Educational Secretaries, represents a nonsupervisory bargaining unit of personnel engaged in secretarial and clerical work, including bookkeeping machine operators, clerks, office machine operators, receptionists, switchboard operators, and typists. In its March 3, 1998, unit clarification petition, it seeks to clarify its unit by adding a position which is currently in Intervenor's bargaining unit, but has been assigned duties that were previously performed

¹The Employer, Allen Park Schools, did not file a post-hearing brief in this matter.

by a member of Petitioner's unit.

Facts:

Prior to the 1997-98 school year, two non-supervisory office positions - a secretary and a dispatcher/bus driver - worked in the maintenance and operations building. The secretarial position was included in the bargaining unit represented by Petitioner, and the dispatcher/bus driver position was included in a unit represented by Intervenor, AFSCME, Council 25.

The secretary was responsible for performing a number of tasks for custodial and maintenance employees. Her duties included preparing the payroll, calculating overtime hours, ordering supplies, issuing purchase orders for supplies, matching the incoming packing slip and invoices with purchase orders, processing injury reports and clinic referrals, and preparing check requests for payment. The dispatcher/bus driver's duties included training new bus drivers, preparing payroll for transportation, and serving as a substitute bus driver. During the 1997-1998 school year, the dispatcher/bus driver worked as a substitute driver less than once per month. During the rare absences of the secretary or the director of maintenance and transportation, the dispatcher/bus driver ordered supplies and prepared the payroll for custodial and maintenance employees.

In July of 1997, the secretary was promoted and became the director of maintenance and transportation, a supervisory position and, therefore, was no longer a member of Petitioner's bargaining unit. In mid-September of 1997, the Employer informed Petitioner that the secretarial position would not be posted because the secretary's duties and responsibilities had been assigned to the dispatcher/bus driver. During the 1997-1998 school year, the dispatcher/bus driver worked as a substitute bus driver less than once per month, and from the beginning of the 1998-1999, school year to the date of the hearing, she had not been required to work as a substitute driver.

Discussion and Conclusions of Law:

It is well-settled that we will break up an established unit only where that unit, as it is currently constituted, is *per se* inappropriate or where an extreme divergency in community of interest is shown. *Dearborn Public Schools*, 1990 MERC Lab Op 513; *Lansing School District*, 1980 MERC Lab Op 832. The issue presented in this case is whether the Employer's assignment of the former secretary's duties to the dispatcher/bus driver destroyed the community of interest between the dispatcher/bus driver and her existing unit so as to make her continued placement in that unit inappropriate. *Northern Michigan University*, 1989 MERC Lab Op 139; *Calhoun County*, 1979 MERC Lab Op 124.

There is nothing in the record which suggests that the dispatcher/bus driver unit represented by Intervenor is *per se* inappropriate, nor is there any evidence that the community of interest between the dispatcher/bus driver and the other employees in Intervenor's bargaining unit has been destroyed because she has been assigned work previously performed by a secretary in Petitioner's bargaining unit. The record indicates that prior to assuming duties previously performed by the secretary, some of the dispatcher/bus driver's duties were similar to those performed by the secretary. Both employees prepared the payroll and ordered supplies.

Although the dispatcher/bus driver's substitute bus driving duties were minimal during the 1997-98 school year, and by the date of hearing she had not driven during the 1998-99 school year, we are unable to conclude that her remaining job duties are such that she no longer shares any community of interest with Intervenor's bargaining unit. There is nothing in the record which suggests that the dispatcher/bus driver no longer trains new bus drivers or that she has not continued to perform dispatching functions. Even if the dispatcher/bus driver may also arguably share a community of interest with employees in Petitioner's unit, we find no justification for removing the position from Intervenor's unit absent a showing of an extreme divergency in community of interest. Compare *Henry Ford Community College*, 1996 MERC Lab Op 374.

We conclude that the dispatcher/bus driver position is properly placed in Intervenor's bargaining unit. The unit clarification petition is, therefore, dismissed.

ORDER

The request by Petitioner Allen Park Association of Educational Secretaries to clarify its nonsupervisory bargaining unit is denied.

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

Maris Stella Swift, Commission Chair

Harry W. Bishop, Commission Member

C. Barry Ott, Commission Member

Dated: _____