

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR RELATIONS
BEFORE THE COMMONWEALTH EMPLOYMENT RELATIONS BOARD

In the Matter of

CITY OF BOSTON, BOSTON
PUBLIC LIBRARY

and

AFSCME, Local 1526, COUNCIL
93, AFL-CIO

and

BOSTON PUBLIC LIBRARY
PROFESSIONAL STAFF
ASSOCIATION, Intervenor

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Case No. CAS-14-4040

Date Issued: June 20, 2016

Board Members Participating:

Marjorie F. Wittner, Chair
Elizabeth Neumeier, CERB Member
Katherine G. Lev, CERB Member

Appearances:

Jessica L. Dembro, Esq. Representing the City of Boston, BPL

Joseph L. DeLorey, Esq. Representing AFSCME, Council 93

James Shaw, Esq. Representing the PSA

DECISION

Summary

1
2 The issue in this unit clarification proceeding is whether the position of Cash
3 Management Auditor (CMA) at the City of Boston Public Library (BPL or Library) should
4 be accreted into the bargaining unit of Library employees represented by the petitioner,

1 AFSCME, Local 1526, Council 93, AFL-CIO (AFSCME) or remain in the bargaining unit
2 represented by the Intervenor Boston Public Library Professional Staff Association
3 (PSA). For the reasons set forth below, we conclude that the CMA shares a greater
4 community of interest with the PSA's unit than with AFSCME's unit, and dismiss the
5 petition.

6 Statement of the Case

7 On September 30, 2014, AFSCME filed a petition with the Department of Labor
8 Relations (DLR) seeking to accrete the CMA to its bargaining unit.¹ On the same day,
9 the Boston Public Library Professional Staff Association (PSA) filed a partial motion to
10 intervene in the proceeding. The DLR granted the motion. On January 9, 2015, the
11 DLR held an informal conference to discuss the issues raised by the petition. The
12 parties submitted position statements, job descriptions and other supporting documents,
13 including affidavits, both before and after the conference. On February 2, 2016, the
14 DLR provided all parties with a summary of the information adduced during the
15 investigation. Further, because it did not appear that there were any material facts in
16 dispute, on February 2, 2016, the DLR requested the parties to show cause (Show
17 Cause notice) why it should not resolve the unit placement issue based on the summary
18 of information from the investigation. AFSCME and the City responded to the request
19 on March 29, 2016. The PSA did not file a response. Because all material facts
20 necessary to the CERB's decision in this case are not in dispute, it is appropriate to
21 decide the case based on the information that is set forth below.

¹ AFSCME's petition also sought two other positions but it has since withdrawn its petition with respect to those titles.

Statement of Facts²**AFSCME and PSA Bargaining Units, Generally**

The Library has two bargaining units of employees, one represented by AFSCME Local 1526 and the other by the PSA. AFSCME has represented Library employees since 1967; the PSA since at least 1973.³ Approximately 225 AFSCME members and 159 PSA members work at the Central Library and its branches.

AFSCME's Bargaining Unit

AFSCME's bargaining unit consists of non-professional employees in the following classifications: BLA (Library Assistant); BC (Clerical Services) and BM (Mechanical Services). Most, if not all, AFSCME positions require only a high school degree, although many AFSCME job descriptions indicate that further education, such as an associate's or bachelor's degree is "preferred" or "desirable." AFSCME contends that the CMA is appropriately placed in its unit because the types of duties the CMA performs are similar to those of other AFSCME members, particularly certain Special Library Assistants in grades BLA 5 and above.

PSA Bargaining Unit

The PSA represents a unit of professional and pre-professional Library employees. Most of the members of the PSA's unit are librarians who hold a master's degree in library science or related fields, but, as the facts below indicate, not all PSA

² These facts are adapted from the Show Cause notice. Where indicated, they have been modified for the sake of completeness and clarity and to reflect additional, undisputed facts that the parties provided in their responses to the Show Cause notice.

³ These facts, which are in the record and not disputed, have been added for the sake of completeness.

1 titles require an advanced degree and not all PSA members possess one. The PSA
2 contends that the CMA shares a community of interest with its unit based on the tasks
3 the incumbent performs, the level of education required and the CMA's contacts with
4 other PSA members, including, in particular, the two other Assistant Principal
5 Accountants (APAs) in the Accounting Department.

6 **Finance Division, Generally**

7 According to a 2015 organization chart, the Finance Division is headed by the
8 Director of Finance/Chief Financial Officer (CFO). The Manager of Accounting and the
9 Budget and Procurement Manager report directly to the CFO.

10 The Manager of Accounting, Sean Monahan (Monahan), supervises three
11 employees, all of whom are represented by the PSA: the CMA at issue here, who is
12 classified on the PSA pay scale at Grade P2, and two APAs, who are both classified at
13 grade P3.⁴ The Budget and Procurement Manager supervises three employees, two
14 AFSCME Special Library Assistants (SLA) V's and one PSA P3 Business Analyst. All of
15 these positions are described below.

⁴ Although AFSCME did not represent any titles in the Accounting Department as of the investigation, it has represented positions in the Accounting Department from time to time since at least 1975. See City of Boston, 36 MLC 194, CAS-07-3692/CAS-07-3708 (May 14, 2010)(describing the APA's placement in both the PSA's and AFSCME's bargaining units at various times since 1975; Boston Public Library Professional Staff Association, CWA Local 1333 and City of Boston, Boston Public Library, AAA 11 390 02585 06 (Dunn, 2007) (arbitration award describing bargaining unit placement history of an APA position, which the City placed in the AFSCME unit after the incumbent PSA member retired, but which the arbitrator ordered placed back in the PSA unit in 2007). See also City of Boston, 36 MLC 194, CAS-07-3692/CAS-07-3708 (May 14, 2010), (describing the APA's placement in both the PSA's and AFSCME's bargaining units at various times since 1975.

The CMA

1 The CMA title was created and posted on July 8, 2014 as a PSA P2 title with an
2 annual salary of approximately \$49,000. According to the job description for this title,
3 also dated July 8, 2014, the education requirements for the position are a bachelor's
4 degree in a business discipline from a recognized college or university, with a graduate
5 degree in related field preferred. The job description indicates that "In exceptional
6 circumstances, specialized education training and/or experience may be substituted for
7 a part or all of the educational requirements."⁵

8 According to Mary Flaherty (Flaherty), who was the Library's Human Resources
9 Manager when the CMA title was created, the position was placed in the PSA's
10 bargaining unit because it requires a bachelor's degree in a business discipline, with a
11 graduate degree in a related field preferred. According to Flaherty, non-exempt Library
12 positions requiring this level of education are placed in the PSA. In addition to the
13 educational requirements described above, the CMA job description requires two or
14 more years of experience in daily handling and reconciling of cash, and handling
15 complex accounts receivable duties.

16 Sean McGahan (McGahan) was hired as the first CMA in September 2014 and
17 was still employed in the position when the petition was investigated.⁶ McGahan
18 received a Bachelor of Science degree in finance. Before working for the Library, he

⁵ This finding has been added for the sake of completeness.

⁶ McGahan appeared at the in-person investigation and also provided an affidavit.

1 worked for two years at Eastern Bank as a customer service associate and investment
2 captain.

3 CMA Duties - Pay 4 Print

4 The CMA position was created to handle the collecting, depositing, reconciliation
5 and auditing tasks associated with the implementation of a new "Pay 4 Print" technology
6 at the Library. Pay 4 Print allows the public to purchase printing, scanning, and copying
7 services and to pay Library fines from ATM-like self-service kiosks that accept cash and
8 credit/debit cards. There are a total of twenty-nine Pay 4 Print kiosks located in the
9 Central Library and in the branches. The Library had used similar machines in the past,
10 but the new Pay 4 Print kiosks were the first to accept credit and debit cards.
11 McGahan's specific duties with respect to Pay 4 Print are:

- 12 • Collecting cash from Pay 4 Print systems in all locations and bringing the
13 money to the bank.⁷ McGahan collects money from half the machines in
14 one week, and collects the other half the next week. The collection
15 process takes about two minutes per site.
16
- 17 • Preparing and making bank deposits and reconciling the reports
18 generated by the Pay 4 Print system to the bank statement. If McGahan
19 encounters a discrepancy when he is reconciling accounts, he conducts
20 an investigation to find its source.⁸
21

⁷ Before the installation of the new machines, the Library used an outside contractor to collect money from its copiers and printers. AFSCME employees did not collect this cash, but, as described below, did prepare certain reports based on information the contractor provided to them.

⁸ The CMA job description states that the CMA contacts bank officials and library personnel to investigate discrepancies. As of the investigation however, McGahan had only contacted Library employees, not bank officials, to determine the source of any discrepancy.

- Preparing ad hoc and detailed daily reports regarding Pay 4 Print issues and discrepancies.⁹

Non-Pay 4 Print Duties - Cash and Credit Card Receipts

In addition to reconciling Pay 4 Print receipts, the CMA is responsible for balancing all cash and credit card receipts throughout the Library, including Library fines, special events and weddings, to all Library systems, i.e., Accounts Receivable through the accounting system, fines through the Polaris integrated library system (ILS), and Pay 4 Print systems and transactions through the Library website and back to the credit card vendor. Within the last year, the Library received \$111,378.53 in credit card transactions. McGahan has also designed accounting reports within the Pharos system, which is the Library's cash/credit reconciliation system.¹⁰ McGahan is also responsible for ensuring that any discrepancies in patron accounts are resolved.¹¹ McGahan works with other Accounting Department employees to help develop cash/credit handling procedures and audit programs.

With respect to Library fines, McGahan is responsible for counting the cash generated by Library fines that, as described in more detail below, are initially collected and processed by AFSCME employees instead of at the Pay 4 Print kiosks to make sure there are no discrepancies. According to Monahan, discrepancies are rare.

⁹ The job description indicates that the CMA prepares monthly reports, but McGahan's affidavit indicates that he prepares daily reports for Monahan regarding Pay 4 Print issues because the Pay 4 Print system is so new.

¹⁰ The Library provided this information in response to the Show Cause notice. It is undisputed.

¹¹ The Library provided this information in response to the Show Cause notice. It is undisputed.

1 APA Back-Up - McGahan also serves as a back-up to the APAs when they out of
2 the office. His duties include receiving documentation regarding book orders and
3 entering financial information into the Library's Polaris system, and into PeopleSoft,
4 which is the City's database. McGahan also reviews invoices for accuracy and
5 reconciles any errors. He handles Library employees' expense vouchers and cuts
6 expense checks. This task also requires entering information into PeopleSoft and
7 reconciling errors. The CMA also provides back up for the reconciliation of two other
8 Library accounts, the Library's money market account, which currently has over ten
9 million dollars in funding and the checking account, which typically has a balance of
10 over \$500,000.¹²

11 CMA Contact with PSA and AFSCME Employees

12 The CMA's regular duties bring him into contact with both PSA and AFSCME
13 members. McGahan works in the same department as the PSA APAs and covers for
14 them when they are away. His Pay 4 Print duties bring him into contact with AFSCME
15 members at least once or twice a week when collecting money from Pay 4 Print
16 kiosks,¹³ investigating discrepancies, or dealing with Pay 4 Print or other computer
17 issues. McGahan also comes into contact with speaks to AFSCME members when
18 performing non-Pay 4 Print duties, such as speaking with AFSCME members who need
19 expense checks or asking AFSCME members about a budget or purchase order when

¹² The Library provided this information in response to the Show Cause notice. It is undisputed.

¹³ McGahan can perform his collection functions before the Library opens as long as a custodian is available to let him in.

1 he is conducting audits or reconciliations. AFSCME employees also deliver cash to the
2 Accounting Department for McGahan to count.

3 **Duties of Other PSA Employees in the Finance Division**

4 Assistant Principal Accountant (P3)

5 As of the Investigation there were two APAs in the Accounting Department who
6 are responsible for invoice processing, check printing, preparing internal and external
7 financial statements and projections and reports. The APAs prepare detailed
8 reconciliations, assist with the annual audit, and prepare and review standard and non-
9 standard journal entries. They also audit treasury transactions and petty cash and
10 reimburse employees for petty cash expenses. In the absence of the Manager of
11 Accounting, the APAs supervise other Accounting employees and are responsible for
12 the operation of the Accounting Department.

13 The APAs are required to hold both a bachelor's and master's degree in
14 accounting or other relevant advanced degree. They are also required to have a broad
15 knowledge of accounting, including fund accounting, financial reporting, budgeting and
16 government fiscal management, and four to six years of progressive experience in
17 financial schedule preparation, financial reporting, auditing and/or any equivalent
18 combination of education, experience or training sufficient to indicate an ability to do the
19 work required. In exceptional instances, specialized education, training and/or
20 experience may be substituted for part or all of the education requirements. At the time
21 of the investigation, one of the two APAs had a bachelor's degree in accounting. The
22 other had completed high school and studied accounting for two years at a community

1 college without earning a degree. This individual worked as a bookkeeper for ten years
2 at a paint company before working for the Library.¹⁴

3 Business Analyst I (P3)

4 The Business Analyst I works in the Budget and Procurement Department.
5 According to the job description, the incumbent is responsible for assisting in the
6 management of all aspects of the Library's fiscal and business operations, including
7 budget development and oversight. The Business Analyst's duties include working
8 closely with the CFO to prepare budget presentations, assisting the Supervisor of
9 Accounting in the preparation of the annual audit, tracking expenses and reconciling
10 revenue from private events, commercial ventures and pay services provided by Library
11 departments. The position requires a bachelor's degree with an advanced degree in
12 accounting, business, economics and/or public policy/administration, plus four years of
13 experience in financial analysis, business system analysis, procurement and/or project
14 management.¹⁵

15 **AFSCME Positions**

16 AFSCME provided job descriptions for a number of positions that it claims
17 perform duties similar to the CMA. None of those positions require a college degree in
18 a business or finance discipline. Nor does the Library require any of these titles to
19 audit, investigate, collect cash or reconcile debit or credit card transactions from all

¹⁴ These facts have been supplanted and modified based on the City's unrefuted response to the Show Cause notice.

¹⁵ Like the CMA and APAs, the qualification section of the job description indicates that "specialized education, training and/or experience may be substituted for a part or all of the educational requirements" in "exceptional instances."

1 Library locations or to make bank deposits.¹⁶ As described below, however, several of
2 these titles perform reconciling and auditing functions, collect fines and other fees at the
3 branches where they work, deal with the Pay 4 Print system and do general
4 troubleshooting.

5 AFSCME Finance Division Positions¹⁷

6 According to the 2015 Finance Division organization chart, there are two
7 AFSCME SLA V, grade BLA 8 positions that work in the Finance Division.¹⁸ Both
8 positions report directly to the Budget and Procurement Manager. One title, which was
9 held by Kenneally at the time of the investigation, is on the same organizational level as
10 the PSA Business Analyst described above.¹⁹ The other title, held by Carl Lehto
11 (Lehto), is one level below Kenneally and the Business Analyst.

¹⁶ Relying on the facts in City of Boston, 30 MLC 38, MUP-01-2940 (September 12, 2003), a decision referenced in footnote 8 of the Show Cause notice, AFSCME contends that making bank deposits has been and remains an activity that is consistent with AFSCME's community of interest. We address AFSCME's argument in our opinion. We note, however, that there is no evidence showing that, as of the investigation, any AFSCME members were required to take cash received by the Library to a bank for deposit.

¹⁷ The Library appears to object to the heading of this section on grounds that the Library does not refer to the AFSCME employees who work in the business office of the Finance Division as "Finance" titles; they are Special Library Assistants. Because the findings make this clear and the heading does not indicate otherwise, we decline to change it.

¹⁸ AFSCME also provided a job description for an SLA IV, BLA 7 who worked in the Accounting Department. The job description indicated that this title performed duties similar to the position SLA V, BLA 8 position held by John Kenneally (Kenneally) at the time of investigation. The Library indicated in its response to the Show Cause notice that this title was eliminated in 2010.

¹⁹ Kenneally was the bargaining unit member at issue in the City of Boston decision referenced in footnote 16, above.

1 A 1998²⁰ job description for Lehto's title indicates that the incumbent in this
2 position compiles and types contracts for various services or supplies; assists in the
3 development of departmental procurement plans; and maintains vendor products library
4 and databases.²¹ This position requires a high school degree (Associates or advanced
5 degree preferred), with "sufficient experience to carry out the responsibilities of the
6 position efficiently." No specific accounting or business experience is required.²²

7 AFSCME also provided a 2005 job description for Kenneally's position, which
8 states that the incumbent is responsible for participating in various activities related to
9 acquisition of products and services for the Library and other functions associated with
10 the regular functions of a business operations office.²³ The duties listed on the job
11 description include auditing, summarizing and processing invoices for books, supplies
12 services and equipment and preparing processing of checks. The minimum education
13 qualification is a high school diploma with "additional education" desirable.²⁴

²⁰ According to the City, this is the most recent job description for this title.

²¹ AFSCME also provided a job description for an SLA IV, BLA 7 title that was eliminated in 2010. The duties of this position included auditing, summarizing and processing invoices for books, supplies services and equipment. This finding has been modified to reflect undisputed information provided by the City in response to the Show Cause notice.

²² This finding has been added for the sake of completeness.

²³ The 2005 job description for Kenneally's position indicates that it is an SLA IV title. The 2015 organization chart indicates that Kenneally's position is an SLA V title. The record does not indicate when or why the title changed from SLA IV to SLA V, but because this discrepancy is not critical to the outcome of this case, we need not resolve it.

²⁴ This finding has been added for the sake of completeness.

1 The job description for Kenneally's position lists two job duties that are no longer
2 being performed: Preparing authorization forms for payments from State, Federal, City
3 and/or Trust funds; and preparing revenue reports from the sale of publications, photo
4 duplication services and pay for print services.

5 The incumbent in Kenneally's position has not prepared authorization forms for
6 payments from funds since at least 2015. When this duty was performed, however, it
7 involved manually compiling invoices that were paid from the various funds to track the
8 funds' balances. The PSA Business Manager signed these invoices and forwarded
9 them to the Accounting Department for payment. AFSCME members did not and were
10 not required to reconcile the reports against the balances in the BPL's accounting
11 system software programs.²⁵

12 The incumbent in Kenneally's position has not prepared revenue reports from the
13 sale of publications since around 2011-2012. Before then, however, this task required
14 the AFSCME member to record the sale, update the inventory and send the
15 cash/checks to the Accounting Department so that PSA members could deposit the
16 monies in the bank and record the deposits in the accounting system.

17 The Pay 4 Print and photo duplication duties referenced in the AFSCME job
18 descriptions refer to the old Pay 4 Print machines that existed before the new kiosks
19 were installed. At that time, the contractor who collected the cash sent the AFSCME
20 SLA V a report containing the number of copies made on each machine. The AFSCME
21 member would then record the information in a spreadsheet and contact the vendor if

²⁵ These findings have been supplemented with undisputed information contained in the City's response to the Show Cause notice.

1 there were any discrepancies.²⁶ This duty ended in 2010 when the vendor began
2 charging the Library a flat monthly fee.

3 Both of the AFSCME Finance Division job descriptions indicate that the
4 incumbents also perform standard clerical duties such as typing, mail handling and
5 record keeping.

6 AFSCME Non-Finance Division Positions

7 Collecting and Reconciling Cash and Other Transactions

8 AFSCME employees who work in both the branches and the Central Library
9 collect library fines from patrons and record them in the Polaris ILS system. Once a
10 week, at each of the branches, the SLA I (branches), BLA 5 reconciles the cash to a
11 Fine and Fee summary, which is then approved and signed by a PSA branch librarian.
12 The money is then placed in a locked bag, which an AFSCME employee delivers to the
13 Accounting Department at the end of each week. As indicated above, the CMA counts
14 the money and contacts the branch if there are any discrepancies. AFSCME members
15 who work in the branches receive an average of \$10.87 a day in cash.²⁷

16 A similar process is used at the Central Library. AFSCME employees collect
17 patrons' fines and record them in Library's database. An AFSCME supervisor
18 reconciles the cash collected from patrons and an AFSCME employee brings the
19 money to the Accounting Department daily, where the CMA counts it, making sure there

²⁶ The record does not reflect whether the AFSCME members reported discrepancies between the number of copies made and the vendor's invoice or the number of copies made and revenue received.

²⁷ This finding has been supplemented by information the Library provided in response to the Show Cause notice. It is undisputed.

1 are no discrepancies. The Central Library receives on average less than \$100 a day in
2 cash receipts.²⁸

3 The job descriptions for both the SLA I (Branches), BLA 5 and the SLA ii [sic],
4 BLA 5 positions reflect that the reconciliation duties described above are but one of
5 many duties that these titles perform.²⁹ Both positions require a high school degree or
6 its equivalent.³⁰

7 Pay 4 Print Duties

8 The six BLA 5 SLAs in the Tech Central department deal with Pay 4 Print
9 technical issues.³¹ According to the job description, the BLA 8 Tech Central supervisor
10 also assists patrons with copy and print job payments. None of the AFSCME titles who
11 interact with the Pay 4 Print machines have access to the cash or credit card
12 information in the machines. Such information is necessary to resolve discrepancies.³²

²⁸ The Library provided this information in response to the Show Cause notice. It is undisputed.

²⁹ For example, the SLA I, (Branches) BLA 5 has responsibility for supervising all procedures related to the circulation desk and assists patrons in the use of basic reference collections. The SLA ii, BLA 5, under the supervision of the Supervisor of Circulation and Shelving, assumes responsibility for the routine operations of the circulation and shelving activity.

³⁰ This information has been added for the sake of completeness.

³¹ The Step 1 annual salary for BLAs in Grades 3-8 effective 1/4/14 ranged from \$30,427.23 to \$47,823.83.

³² The parties dispute whether the Tech SLAs assist the CMA in tracking down Pay 4 Print discrepancies. AFSCME asserts that they do, but in the affidavit that Monahan provided in response to the Show Cause notice, he indicates that the CMA "currently" handles these discrepancies either alone or with the assistance of the PSA Application Manager. Because the facts reflect that the Tech SLAs have no access to cash or credit card information, even if they do help the SLA handle Pay 4 Print discrepancies, it

1 General Troubleshooting

2 The BLA 5 Off-Site Shipping Assistant and the BLA 8 Off-Site Storage
3 Supervisor perform inventory control duties related to material located at Library storage
4 facilities. The BC 8 Shipping Supervisor resolves shipping and receiving problems
5 involving other Library departments and outside vendors.

6 Opinion³³

7 The issue before us is whether the CMA should be accreted into AFSCME's unit
8 or remain in the PSA's unit. AFSCME argues that the CMA shares a community of
9 interest with other BPL employees employed in AFSCME's unit based on the similarity
10 of their duties including, in particular, conducting internal audits and reconciling
11 transactions, investigating and troubleshooting errors, making reports about errors, and
12 developing procedures.

13 Both the Library and the PSA oppose AFSCME's petition. The City contends
14 that, although AFSCME members handle cash and perform reconciliations, the CMA's
15 interests are more closely aligned with other PSA employees due to the similar levels of
16 education required and the fact that the CMA performs reconciliation, auditing and other
17 financial reporting duties on an institution-wide basis that are more complex than those
18 performed by AFSCME members. The PSA argues that, beyond what it deems the
19 CMA's "ministerial" duties of collecting cash from Pay 4 Print machines, the CMA, like
20 other PSA bargaining unit members, performs professional duties that require

appears that they do so only by providing technical information, such as number of
copies made, and not financial information.

³³ The CERB's jurisdiction is not contested.

1 independent judgment and discretion. The PSA further argues that the fact that the
2 CMA and the APAs frequently perform the same duties demonstrates that they belong
3 in the same bargaining unit.

4 The CERB agrees that the CMA was appropriately placed in the PSA's unit. A
5 unit clarification is the appropriate procedural vehicle to determine whether newly-
6 created positions should be included in or excluded from a given bargaining unit or to
7 determine whether substantial changes in the job duties of an existing position warrant
8 inclusion or exclusion from a bargaining unit. Town of Athol, 32 MLC 50, 52, CAS-04-
9 3567 (June 29, 2005). In analyzing whether an employee should be accreted into an
10 existing bargaining unit, the CERB considers: 1) whether the position at issue was
11 covered by the original certification or recognition; 2) whether the parties' subsequent
12 conduct, including bargaining history, discloses that the parties considered the position
13 to be included in the existing bargaining unit; and 3) whether the position shares a
14 community of interest with other positions in the existing bargaining unit. If the CERB
15 determines that the requisite community of interest exists, it will accrete the petitioned-
16 for employee into the existing bargaining unit. City of Boston, 35 MLC 137, 140, CAS-
17 07-3669 (December 31, 2008). When a position shares a community of interest with
18 more than one bargaining unit, the CERB places the position in the unit with which it
19 shares the greater community of interest. Board of Trustees, University of
20 Massachusetts, 31 MLC 209, 215, CAS-04-3577 (June 22, 2005).

21 In this case, the first two prongs of the accretion analysis are inconclusive. The
22 CMA position was created in 2014, after both units were either certified or recognized
23 and there is no bargaining history showing that all parties agreed to place the CMA in

1 PSA's unit. We therefore turn to the final prong of the accretion analysis to determine
2 with which bargaining unit the CMA shares a greater community of interest.

3 To determine whether employees share a community of interest, the CERB
4 considers factors like similarity of skills and functions, similarity of pay and working
5 conditions, common supervision, work contact and similarity of training and experience.
6 Board of Higher Education, 36 MLC 139, 141, CAS-06-3659 (March 5, 2010). No single
7 factor is outcome determinative. City of Springfield, 24 MLC 50, 54, MCR-4602
8 (January 15, 1998). The Law requires that employees share only a community of
9 interest rather than an identity of interest. County of Dukes County/Martha's Vineyard
10 Airport Commission, 25 MLC 153, 155, MCR-4700 (April 16, 1999).

11 Here, the record, as summarized above, reflects that the CMA shares a
12 community of interest with both bargaining units in terms of work contact, similarity of
13 pay and some work duties. McGahan regularly comes into contact with members of
14 both bargaining units. His salary as a PSA Grade P2 is commensurate with the other
15 P2 titles and close to the top of the AFSCME pay scale. Similar to other AFSCME
16 employees, he collects cash and like both PSA and AFSCME employees, he reconciles
17 cash against existing records. Also similar to certain AFSCME and PSA employees, he
18 engages in general troubleshooting and on-the job problem solving. Beyond these
19 similarities, however, the CMA's duties and supervision, and the level of education and
20 experience that this title requires, are much more closely aligned with the PSA's
21 bargaining unit and are easily distinguishable from those of other AFSCME members.

22 The record reflects that the CMA performs three major functions – collecting Pay
23 4 Print cash and bringing it to a bank for deposit; reconciling Pay 4 Print cash and

1 credit/debit receipts, as well as reconciling all other cash and credit card receipts
2 received by the Library to all Library systems and back to the credit card vendor; and
3 serving as a back-up to the APAs who perform similar reconciliation work.

4 Of those duties, AFSCME employees collect some cash and perform certain
5 reconciliations, but, notably, do not make bank deposits. Indeed, in 2001, AFSCME
6 successfully protested to the CERB that being assigned bank deposit duties was a
7 significant change that could not be made without bargaining.³⁴ Further, although
8 AFSCME employees currently and in the past have done some auditing and
9 reconciliation, unlike the CMA, they serve as just the first step in a multi-step cash
10 counting/reconciliation process. Thus, while the SLA I, (branches) BLA 5 and SLA ii,
11 BLA 5 conduct cash reconciliations and prepare certain reports, final approval for their
12 numbers and reports rests with PSA librarians and Accounting Department staff.

13 The same holds true for the AFSCME employees in the Finance Division. When,
14 in the past, these employees prepared revenue reports and authorization forms, their
15 work had to be signed/approved by the PSA business manager and then forwarded to
16 the Accounting Department for payment.

³⁴ In its response to the Show Cause notice, AFSCME claims that certain facts in the City of Boston case referenced in footnote 16 demonstrate that making bank deposits has been and is an activity consistent with AFSCME's community of interest. City of Boston, 30 MLC at 39. Although it is true that the decision reflects that the City ordered Kenneally to make bank deposits duties, at first five times a week and then once a week, those assignments resulted in AFSCME filing an unfair labor practice charge with the DLR alleging that the City had made an unlawful unilateral change. The CERB agreed and ordered the City to cease and desist from ordering AFSCME employees to make bank deposits without first satisfying its bargaining obligation. 30 MLC at 40-41. Because the record demonstrates that AFSCME employees have not made bank deposits since that time, the facts and outcome of the City of Boston decision undermine, rather than strengthen, AFSCME's community of interest argument.

1 Further, the CMA's reconciliation duties are materially different in size and scope
2 from those performed by AFSCME members. That is, while AFSCME employees
3 collect and reconcile cash in amounts of \$100 or below at the branch level, the CMA
4 reconciles cash, credit and debit card receipts for the whole Library in amounts that are
5 significantly greater than those handled by AFSCME employees.

6 Several other factors demonstrate that the CMA shares a stronger community of
7 interest with the PSA than with AFSCME. There is an interchange of duties, i.e., the
8 CMA fills in for the APAs when they are out and performs similar reconciliation duties.
9 Further, the CMA and the APAs all work in the Accounting Department and report to the
10 same supervisor.

11 Finally, the CMA shares a greater community of interest with other PSA
12 employees in terms of requisite training and experience. His position, like the APA
13 positions with whom he works, requires, at a minimum, a bachelor's degree in a
14 specialized field, or specialized education or experience, whereas all of the AFSCME
15 Finance division titles require a high school degree only. Here, even though one of the
16 APAs did not have a specialized or advanced college degree, she had both specialized
17 education and ten years of relevant experience.³⁵

18 In sum, although the CMA shares some community of interest with both units, the
19 CMA's level of education, supervision, job interchange with APA's and duties, including

³⁵ Although the PSA argues that the CMA has professional duties, whether or not he is a professional employee within the meaning of Section 1 of the Law is not dispositive in this case because the PSA unit is predominantly, but not exclusively, comprised of professional employees. Our decision here turns on the much stronger community of interest that the CMA has with the PSA's unit in terms of their similarity of duties, supervision and skill, and requisite experience and education.

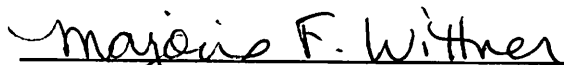
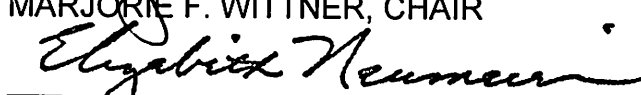

1 having exclusive and comprehensive control over all aspects of the new Pay 4 Print
2 system, ultimate responsibility for resolving discrepancies in Library fines, and
3 performing Library-wide six-figure cash and credit reconciliations, persuades us that that
4 the CMA position shares a greater community of interest with the PSA bargaining unit
5 than with AFSCME's.

6 Conclusion

7 For the foregoing reasons, AFSCME's petition is dismissed.

8 **SO ORDERED**

COMMONWEALTH OF MASSACHUSETTS
COMMONWEALTH EMPLOYMENT RELATIONS BOARD


MARJORIE F. WITTNER, CHAIR

ELIZABETH NEUMEIER, CERB MEMBER

KATHERINE G. LEV, CERB MEMBER