

STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

OFFICE AND PROFESSIONAL EMPLOYEES)	
INTERNATIONAL UNION, LOCAL 23,)	
Complainant,)	CASE 7165-U-87-1462
vs.)	DECISION 3168 - PECB
HOUSING AUTHORITY OF THE CITY)	
OF BREMERTON)	FINDINGS OF FACT,
Respondent.)	CONCLUSIONS OF LAW
_____)	AND ORDER

Judith J. Zenk, Business Representative,
appeared on behalf of the complainant.

Sanchez, Paulson, Mitchell and Laurie, by
John F. Mitchell, Attorney at Law,
appeared on behalf of the respondent.

On December 4, 1987, Office and Professional Employees International Union, Local 23, filed a complaint charging unfair labor practices with the Public Employment Relations Commission, alleging that the Bremerton Housing Authority had violated RCW 41.56.140(1) and (4), by eliminating certain cashier jobs. A hearing was held on February 10, 1988, before Frederick J. Rosenberry, Examiner. At the outset of the hearing the complainant withdrew its allegation with respect to RCW 41.56.140(4). The parties submitted post-hearing briefs.

BACKGROUND

The Housing Authority of the City of Bremerton (referred to herein as the "employer") is a public agency which provides housing for qualified individuals. It contracts for funding

with the federal Department of Housing and Urban Development (HUD) which, as a condition of funding, exercises regulatory authority, provides personnel guidelines, regulates rent amounts, and controls the housing authority's annual budget. The day-to-day operation of the local agency is managed by Merrill Wallace, its executive director. Wallace reports to a five member board of directors that is comprised of local citizens.

For a number of years, the employer had allowed its tenants to tender rent payments in person, to a cashier stationed at a teller's window in the employer's administrative office. Under prescribed circumstances, tenants were also allowed to cash checks at that teller's window. Two full-time cashiers were employed to staff the teller's window. They performed their duties in much the same manner as that of a bank teller and spent up to 50 percent of their time engaged in direct contact with tenants. Shirley Christensen had been so employed for approximately six years, while Carol Englebright had been so employed for approximately two-and-one-half years. Their job description stated:

DEFINITION

Under direct supervision of a Manager; works and performs operational duties in the Management Office.

SCOPE OF WORK

Types; operates office machines, sets up filing systems; collects rents over the counter; issues receipts and posts collections to appropriate tenants' accounts in the existing computer system; prepares daily statement of operation and bank deposit slips. Because of the size of the Housing Authority, it may be necessary on certain occasions to do other duties as requested.

QUALIFICATIONS

Must have graduated from High School and have two year's experience in the above procedures or similar. Should have a minimum of 40 wpm typing; neat handwriting; knowledge of data entry and must be bondable.

Up to \$60,000 in rent receipts passed through the cashiers' hands each month.

Rent receipts were transported by Wallace or another staff member, by private vehicle, to a bank for deposit. There were no security safeguards, and robbery was a constant concern. Wallace was actually robbed of agency receipts in February, 1987, while in a bank parking lot on his way to deposit them.

The employer became dissatisfied with its cash management system. It had received unfavorable auditor reports,¹ and there were problems with cash handling, balancing and security.

During the first half of 1987, the employer announced to its employees that it desired to implement a number of changes in the administrative organization of the agency, and particularly of its cash management system. It was the management's desire that it discontinue receiving rent payments in-person, and that it reduce the amount of cash on hand in its offices, by requiring tenants to pay their rent by mail directed to a post office box. The management desired to enter into a "lock box" agreement with a local bank, under which the bank would be provided with exclusive access to a post office box to retrieve rent payments, deposit them, and provide the agency with an accounting of the payments. The reorganization was a topic of

¹ The employer contracts with the State of Washington for auditing service.

discussion at monthly staff meetings; employees were told that there would be several job changes, and that implementation was to take place in February, 1988.

The management initiated discussions with Rainier Bank during the week of May 12, 1987, regarding administration of a "lock box" service. Wallace testified that the plans were finalized with the bank by not later than August, 1987, and that tenants were subsequently notified that, beginning with their February, 1988 rent, they would receive a bill for the amount due, and that they were to follow the new payment-by-mail procedure.

On September 4, 1987, Office and Professional Employees Union, Local 23, filed a representation petition with the National Labor Relations Board (NLRB), seeking to represent a bargaining unit comprised of all of the employer's office and clerical employees. The NLRB declined to process the petition, because the agency is a public employer.

On September 23, 1987, the union filed a representation petition with the Public Employment Relations Commission. The employer and the union executed an election agreement on October 29, 1987, and the Commission conducted a secret ballot election on November 18, 1987. The results of the election were conclusive in favor of the union.²

At a monthly staff meeting held on November 19, 1987, the management announced that there would be a number of changes of

² Five ballots were cast for the union and four ballots were cast for "no representation". Objections were filed on November 23, 1987, but were dismissed as failing to state any claims on which relief could be granted. The union was certified as exclusive bargaining representative in Bremerton Housing Authority, Decision 2834 (PECB, January 19, 1988).

job descriptions resulting from the reorganization, and that, due to extensive changes being made to the cash management system, the employer would no longer need to employ cashiers. The employees were told that the cashier positions were being abolished as of February, 1988. The two incumbent cashiers were informed that one new position had been created, and that they would be offered the opportunity to bid for it. The employees were told that testing would be required for placement in the new position.

The instant unfair labor practice case was filed on December 4, 1987, as a result of the employer's November 19, 1987, announcement regarding the cashiers.

On January 28, 1988,³ the management distributed a bulletin to staff members announcing that revised job descriptions would be distributed on January 29, 1988, and that a new accounting clerk position and a new office assistant position were being created as part of the agency's administrative reorganization. The "accounting clerk" job description stated:

DEFINITION

Will be under the direct supervision of the Comptroller and Assistant Comptroller. Performs and takes bookkeeping responsibility for a variety of tenant accounts receivable of the various programs. Require knowledge of inter-acting bookkeep-

³ Although events subsequent to the filing of the unfair labor practice charges could not have been known at the time that the case was filed, both parties moved at the hearing for the admission of considerable evidence relating to events which occurred subsequent to the filing of this case. The Examiner finds that the evidence is relevant and has probative value assisting in evaluating the merits of the unfair labor practice charge.

ing procedures which are recurring in nature.

SCOPE OF WORK

Responsible for maintenance of procedures of tenant accounts receivables of the various projects; receives, verifies, classify and data entry daily all the incoming receipts into the computer by projects; prepares daily report by project of unpaid tenants and submit a copy to the Administrative/Maintenance Manager and/or to the Assistant Housing Manager of the New Constructions and Conventional Programs and one copy to be retained for future reference and filed accordingly; verifies and prepares all the daily deposits of the various projects that comes directly to the office or from the initial lease-up; post all utility consumptions of tenants into the computer; assists in the preparation of the monthly requisition of the Housing Assistant Payments of all new construction programs; prepares all the vacancy loss claims of all new construction projects; assist in the physical inventory and maintenance of property ledger cards for all equipment of the Housing Authority; make a report of items to be written-off; assist the Assistant Comptroller in typing all the Purchase Orders; maintain a filing systems for all the tenant accounts receivable reports, including computer generated reports, in a manner accessible to the state auditors, HUD, Executive Director, Administrative/Maintenance Manager, Comptroller and Assistant Comptroller. Will be responsible for the accounting of all printed and unprinted tenant accounts receivable receipts and adjustments memos.

QUALIFICATION

Must have graduated from High School with emphasis in general business curriculum and some knowledge of basic accounting or five years equivalent training experience in a related field. Must be proficient in 10 key adding machine operation and typing

skills of 50 w.p.m. accurately. Ability to work with the computer and computer generated reports. Ability to communicate effectively both oral and in writing. Must be able to maintain good working relationships with her/his co-workers, tenants, owners and the general public. Must possess a valid Washington State driver's license and bondable.

The "office assistant II" job description stated:

TENANT RECORDS SECTION
CONVENTIONAL/NEW CONSTRUCTION PROGRAMS
DEFINITION

Under the direct supervision of the Administrative/ Maintenance Manager and/or Assistant Housing Manager of New Construction-Conventional Programs. Performs a variety of routine clerical and typing duties in the conventional or section 8 New Construction Programs.

SCOPE OF WORK

Responsible for computer entry of information for tenant reviews for Conventional & New Construction programs. Assists the Housing Representative in reviews and file Maintenance of tenants records. Performs computer entry and other duties as may be deemed.

SPECIFIC DUTIES REQUIRED

Assist in the calculations of tenant rent changes accurately, verifies and completes forms as required by the Housing & Urban Development (HUD).

Prepares letters for appointments of annual reviews; letters to various agencies to verify tenant income and other related information.

Will process vacate notices by coordinating with the Maintenance Office Assistant I and Accounting Clerk. Will also be required to

perform field work and follow-up on tenants preparing to vacate.

Responsible for posting Statement of Policy, Grievance Procedures and all other HUD Bulletins on the Public Bulletin [sic] Board. Will be required to do occasional [sic] housekeeping checks on elderly or problem tenants.

Prepare and maintain the schedule on use of Community Buildings.

Responsible for the maintenance of rent change log books.

Fills in for other Office Assistants when on annual or sick leave.

QUALIFICATIONS

Must be a High School graduate with equivalent training experience in related field. Must be able to work with computer and computer generated reports. Must be proficient with 10 key calculator and typing skills of 50 w.p.m. Must be able to deal with the general public, owners, tenants in a professional manner and response appropriately with their queries. Must have a good communication skills to effectively communicate with the problem tenant or to the elderly. Must have a valid Washington State drivers license and be bondable.

On January 29, 1988, the two new positions were posted for bids from "in-house applicants only". The job posting included notice that applicants for the accounting clerk position would have to take a computer entry, typing and ten-key test.

Carol Englebright applied for the "accounting clerk" position,⁴ was tested in accordance with the notice, and was placed in the

⁴ The record fairly reflects that Carol Englebright was the only applicant for the position.

new position. Englebright did not incur any loss of income or other benefits as a result of the change of jobs. The salary schedule for the new position accelerated the date of her next salary increase.

Shirley Christensen applied for and was given the new "office assistant II" position.⁵ Christensen incurred no loss of income or other benefits as a result of the change of jobs.

POSITION OF THE PARTIES

The union alleges that the elimination of the cashier jobs formerly held by Christensen and Englebright was in reprisal for their being vocal union proponents who were instrumental in the union prevailing in the representation election conducted on the day prior to the employer's announcement. The union further alleges that there were only limited changes in the incumbent cashiers' duties, and that in such circumstances it had been the employer's practice in the past to simply amend the affected employee's job description, with no disruption of their employment. The union sees the revised positions, the bidding, and testing in the case at hand as demonstrating disparate treatment that was discriminatorily motivated. It is the union's position that the incumbent cashiers' jobs should have remained intact and have been amended to conform to the revised duties.

The employer denies that it has committed any unfair labor practices. It claims that its employees were aware of the impending reorganization, were notified that there would be changes in the cash management system, were notified that

⁵ The record fairly reflects that Shirley Christensen was the only applicant for the position.

there would be job changes well in advance of the filing of the representation petitions, and that the changes were predicated by legitimate business concerns. The employer maintains that it deliberately postponed announcing the specific job changes and the elimination of the cashier positions until after the representation election was conducted, so as to avoid any claim of an attempt to unlawfully influence the outcome of the election. The employer denies that the two involved employees were discriminated against in any manner, or were the object of reprisal for union activity, and argues that agency personnel policy would have provided the employees with continued employment, regardless of whether they were selected for the newly created positions. The employer further claims that it is required to comply with HUD directives with regard to certain personnel matters, and that it is required to post positions, opening them to competitive applicants, in the event of major changes in a job description or the creation of a new position.

DISCUSSION

It is unlawful for a public employer to engage in any form of reprisal or discrimination against its employees because of their exercise of their right, under Chapter 41.56 RCW, to organize themselves for the purpose of collective bargaining and to designate an exclusive bargaining representative. The statute provides, in relevant part:

RCW 41.56.040 RIGHT OF EMPLOYEES TO ORGANIZE AND DESIGNATE BARGAINING REPRESENTATIVE. No public employer, or other person, shall directly or indirectly, interfere with, restrain, coerce, or discriminate against any public employee or group of public employees in the free exercise of their right to organize and designate representatives of their own

choosing for the purpose of collective bargaining, or in the free exercise of any other right under this chapter.

. . .

RCW 41.56.140 UNFAIR LABOR PRACTICES FOR PUBLIC EMPLOYER ENUMERATED. It shall be an unfair labor practice for a public employer:

(1) To interfere with, restrain, or coerce public employees in the exercise of their rights guaranteed by this chapter;

. . .

A discrimination violation occurs where it is demonstrated that an employer has deprived an employee of some ascertainable right, or has taken adverse action against an employee, in reprisal for engaging in protected activity. Essential to such a finding is a showing that the employer intended to discriminate against the employee. City of Seattle, Decision 3066 (PECB, 1989).

The complainant has the burden of proof in an unfair labor practice case. In this case, the union must demonstrate that the employer's activity was motivated by union animus. Bellingham Housing Authority, Decision 2335 (PECB, 1985).

The Legal Standard to be Applied

The Commission and the state's courts give consideration to federal precedent where it is consistent with Chapter 41.56 RCW. Nucleonics Alliance, Local 1-369 v. WPPSS, 101 Wn.2d 24 (1984); Public Employees v. Highline Community College, 31 Wn.App. 203 (Division II, 1982); Clallam County, Decision 1405-A (PECB, 1982), aff. 43 Wn.App. 589 (Division I, 1986). Of particular interest in this case, the Commission and the courts have embraced the principles set forth by the National Labor Relations Board in Wright Line, Inc., 251 NLRB 1083 (1980),

which prescribed a test for balancing the rights of employees with those of the employer in cases in which discriminatory motivation is a possibility. In Port of Seattle, Decision 1624 (PECB, 1983), the principles set forth in Wright Line were applied in evaluating claims of adverse action against an employee based on discriminatory motivation:

Where an employer responds to discrimination allegations with claim of business reasons for its actions, a shifting of burdens occurs during the course of litigation. ... The complainant is required initially to make a prima facie showing sufficient to support an inference that protected activity was "a motivating factor" in the employer's decision. Once that is established, the burden shifts to the employer to demonstrate that the same action would have taken place even in the absence of the protected conduct.

Although Wright Line and its progeny generally address dual motive cases, where there may be both legitimate and prohibited reasons behind a discharge, the principles applied there provide guidance for evaluating the merits of the claims in this case concerning the elimination of the cashier positions formerly held by Christensen and Englebright. Mixed motivation may be a factor that causes an employer to decide to eliminate particular jobs or positions, in much the same manner as it may be the basis of a decision to discharge an employee.

Application of the Standard

In the case at hand, the evidence concerning the background of the changes and the specific circumstances of the changes indicates that there is the possibility of motivation on the part of the employer to eliminate the cashier positions for both lawful and unlawful reasons.

Identification of the Union Adherents -

Christensen and Englebright both testified that they felt that it was apparent to management that they were active union supporters. Their observations were supported by the testimony of three other employees. The employer's workforce is small, and a relatively small number of employees were involved in the representation matter. Consistent with the National Labor Relations Board's "small plant doctrine",⁶ there is a strong inference to be made that the employer was aware of which employees were proponents of the union and which employees were opposed to it. See, also, Asotin County Housing Authority, Decision 2471 (PECB, 1985).

The Timing of the Changes -

The announcement of the changes at issue came on the day following the representation election. It has long been recognized that the period surrounding a representation election is a particularly sensitive time in the course of a bargaining relationship. Any action at such a time which is perceived to be adverse to employee interests is viewed with suspicion by the affected employees. The timing of the announcement in this situation necessarily suggests that the changes could have been in reprisal for the outcome of the representation election.

Employer Abandonment of Assurances of No Loss of Jobs -

Christensen and Englebright testified that the management repeatedly assured employees during staff meetings held prior to the election that no jobs would be eliminated, and that there was no threat to employee job security. In contrast, they considered the employer's November 19, 1987, announcement that the cashier positions were to be eliminated as a renegeing

⁶ See, Coral Gables Convalescent Home, Inc., 234 NLRB 1198 (1978), and discussion at 1 Morris, The Developing Labor Law, 2d Edition, BNA Books, 1983.

on the part of the employer from its earlier commitments of continued employment.

Wallace countered that Christensen and Englebright were told that their continued employment was not in jeopardy, and that Christensen was specifically told that she would have continued employment with the employer. This was corroborated by Christensen, although the record does not reflect when such specific assurances were made to Christensen. There is no evidence that such specific assurance was extended to Englebright.

While the elimination of the cashier positions would not have been viewed as adverse to the employees' interest had such assurances been made at the time the job elimination was announced, it seems quite probable that such assurances of continued employment were not made until after the unfair labor practice complaint was filed. Further, while the employer maintains that its personnel rules call for it to recognize length of service under prescribed circumstances in the event of a reduction in force, and that the rules assured the two cashiers continued employment, the Examiner's review of the employer's personnel policy does not disclose a stringent standard of retention based exclusively on seniority.

The Allegation of Disparate Treatment -

The employer's decision to eliminate the cashier positions, rather than amend them to conform to its reorganization plans, can also be viewed as potential evidence of discriminatory motivation. In support of this conclusion, the union claims that incumbents have remained in the revised job positions when job duties have undergone changes in the past, that they were not required to pass tests, and that there was no threat to their continued employment.

Conclusions Regarding Prima Facie Showing -

Shifting of the burden is not automatic. Lyle School District, Decision 2736-A (PECB, 1988). Because of the timing and the circumstances surrounding the complained-of changes, a liberal interpretation of the principles set forth in Wright Line is appropriate in this case when evaluating the merits of the union's complaint. Using such a view, it is concluded that the union has established the prima facie showing that is necessary to shift the burden to the employer.

The Employer's Explanations for its ActionsThe Planned Changes were Imminent -

The employer's intention to implement a major reorganization was announced well in advance of any indication of steps being initiated by the employees to form a union. In fact, the changes lawfully announced by the employer without regard to any union activity among its employees may well have been the catalyst which caused its employees to initiate the steps necessary to implement their collective bargaining rights.

The Timing of the Announcement to the Cashiers -

It is understandable that the employer's announcement on the day after the representation election that the cashier positions would be eliminated was viewed with consternation and suspicion by the employees. The employer exacerbated the situation by failing to promptly and clearly reassure the cashiers that they would have continued employment with the housing authority. Wallace reasonably explained, however, that the monthly staff meeting was moved up to Thursday, November 19, 1987 (instead of being held on Friday, November 20, 1987, the normally scheduled third Friday of the month), because several staff members had schedule conflicts on Friday which would have prevented them from attending a staff meeting on the

regular meeting date. That explanation was not disputed by the union.

Wallace further explained that the employer deliberately withheld announcement of the elimination of the cashier positions and other job changes until after the representation election was conducted, so as to avoid tainting the election or incurring the risk of allegations of employer interference in the representation process. That explanation is also reasonable in light of the circumstances at hand. The general notion of change was well known, and negotiations concerning the switch to the "lock box" system had been concluded, in advance of the filing of the representation petition. Had the specific effects of the reorganization been announced during the period between the filing of the representation petition and the election, such announcements could well have been perceived by members of the bargaining unit as an effort by the employer to influence their vote on the question concerning representation. By waiting until the votes had been cast and counted, the employer minimized the impact on the election process.

The Degree of Change in the Job Positions -

Englebright's "accounting clerk" duties differ from, and are more extensive than, those she performed as a cashier. She now reports to a different supervisor, performs accounting work, and does data entry on financial and other information relevant to the overall operation of the housing authority.

Christensen's new duties as an "office assistant" include entry of computer data, record maintenance, typing letters and notices, and even occasional checks on elderly tenants. While her new duties do not appear to be as significant a departure from her former duties as is the case for Englebright, she

nonetheless spends a majority of her work day on different tasks than she performed as a cashier.

Other employees also had their job duties changed. One "office assistant" had a change of job title and her new job description content underwent some minor change, but she was already performing many of those tasks and it did not require that she work with different office machines. One "housing representative" underwent minor duty changes without a change of job title. While neither of those positions was subjected to the bidding process, Wallace credibly testified that HUD and housing authority personnel rules require that positions be posted in the event that they undergo a substantive change of duties. Although several jobs other than the cashier positions underwent change as a part of the reorganization, the record reflects that the changes were not as extensive as was the case for the cashiers, whose primary function was discontinued. Under these circumstances, the record does not support the union's claim that the creation and posting of the new positions was a departure from past practice. The extent of the changes which were instrumental in eliminating the cashier positions and creating the new positions are subjective, but the evidence indicates that there was substantial change, so that the postings cannot be found to be a pretext to eliminate the cashier positions based on discriminatory motivation.

The Absence of Other Indicia of Union Animus

No Employer Position Regarding Unionization -

There is no allegation that the employer conveyed any threat that there would be reprisals if the union prevailed in the representation election. There is no indication that the management spoke to Christensen or Englebright (or to anybody else, for that matter) about union representation. It would

appear that management took a hands-off attitude toward the representation election, and that it did not mount a campaign to influence how its employees should vote.

No Adverse Actions Directed at Other Union Activists -

Three other employees testified that they were also union activists. The three employees, when questioned, all testified that they did not believe that they had been discriminated against in any manner. One of the three stated that she intends to serve as the union's on-site representative. Such highly visible participation in union activity indicates that she does not consider close association with the union to be a threat to her future terms and conditions of employment. Such admissions dispel an inference that management singled out union proponents for disparate treatment.

Conclusions

During the pendency of the representation petition there were at least five active union proponents, two of whom claim adverse treatment as a result of their union activity and three who do not. The union offers no explanation for this, and the record does not support a finding that a discriminatory work environment was created by management as a result of its employees seeking union representation.

The record fairly reflects that management's decision to discontinue handling cash rent payments at its business office was arrived at and made known to its employees well before the employees initiated organizational activity or made their intentions regarding organization known to the management. The union does not, in fact, question the wisdom of going to the "lock box" system. Rather, the complaint goes to the resulting elimination of the cashier positions and distributing some

former cashier functions that remain necessary among other positions in the organization. The employer has demonstrated that it eliminated the cashier positions as a result of pre-planned extensive changes in its cash management system, and that the new positions of "accounting clerk" and "office assistant" were sufficiently different from the former cashier position to justify its posting and bidding of the new positions in accordance with its personnel policies.

FINDINGS OF FACT

1. The Housing Authority of the City of Bremerton is a public employer within the meaning of RCW 41.56.030(1).
2. Office and Professional Employees International Union, Local 23, AFL-CIO, is a bargaining representative within the meaning of RCW 41.56.030(3).
3. For a number of years, the employer had allowed its tenants to tender rent payments and to cash checks at a teller's window in the employer's administrative office. Shirley Christensen and Carol Englebright were employed full-time as cashiers to staff the teller's window. They performed their duties in much the same manner as that of a bank teller and spent up to 50 percent of their time engaged in direct transactions with tenants. In the performance of their duties they typed, operated office machines, set up filing systems, collected rents, issued receipts and posted collections to appropriate tenants' accounts.
4. During the first half of 1987, the employer announced to its employees that it intended to undergo extensive administrative reorganization which would result in major

changes to its cash management system, and that it intended to adopt a "lock box" system which would require that tenant rent payments be made by mail, rather than in person to a cashier. The employer announced, further, that there would be extensive changes in job duties, particularly for employees in the cashier positions.

5. In August of 1987, the employer completed negotiations with a bank concerning the implementation of a "lock box" system for handling of rent payments.
6. It is the employer's practice to conduct monthly staff meetings, normally on the third Friday of each month, for the purpose of imparting information regarding the operation of the housing authority and discussing operational problems. The employer's reorganization plans were a frequent topic of discussion at the monthly staff meetings.
7. Local 23 filed a petition with the National Labor Relations Board on September 4, 1987, seeking to represent a unit comprised of the employer's office and clerical employees. The National Labor Relations Board declined to process the petition on the basis that the employer was a public entity.
8. Local 23 filed a petition with the Public Employment Relations Commission on September 23, 1987, seeking to represent a unit comprised of the employer's office and clerical employees.
9. The Public Employment Relations Commission conducted a representation election on November 18, 1987, the results of which were conclusive in favor of Local 23.

10. The employer moved up a staff meeting which normally would have been held on Friday, November 20, 1987, to Thursday, November 19, 1987, because a number of staff members had commitments to be elsewhere, and would not be able to attend a staff meeting on November 20, 1987.
11. At the staff meeting held on November 19, 1987, the employer announced that, as a result of implementation of the reorganization plan scheduled to take place in February, 1988, the duties performed by cashiers Shirley Christensen and Carol Englebright would no longer be required and their cashier position was to be eliminated. The employer further announced that a new position was to be created upon implementation of the reorganization plan, and that the incumbent cashiers were eligible to apply for it if they so desired.
12. The employer subsequently advised Christensen that she would be offered continued employment with the housing authority, without qualification.
13. At a staff meeting held on January 28, 1988, the employer announced that two new positions entitled "accounting assistant" and "office assistant" had been created. Applicants initially were limited to those presently employed by the housing authority. The "accounting clerk" position required that the applicant take a data entry, typing and ten-key test.
14. Shirley Christensen applied for and was placed in the "office assistant" position. She suffered no loss of income or other benefits as a result of her change of positions.

15. Carol Englebright applied for and was placed in the "accounting clerk" position, she suffered no loss of income or other benefits as a result of her change in positions.

CONCLUSIONS OF LAW

1. The Public Employment Relations Commission has jurisdiction in this matter pursuant to Chapter RCW 41.56 RCW.
2. The elimination of the cashier position was a part of a reorganization plan motivated by good faith business considerations, which was initiated and first announced to the employees prior to the onset of union activity, and was not motivated in reprisal for the exercise by the employees of their rights under Chapter 41.56 RCW, so that the employer has not violated RCW 41.56.140(1).

ORDER

The complaint charging unfair labor practices filed in the above-entitled matter is hereby DISMISSED.

Dated at Olympia, Washington, this 31st day of March, 1989.

PUBLIC EMPLOYMENT RELATIONS COMMISSION



FREDERICK J. ROSENBERY, Examiner

This order may be appealed by filing a petition for review with the Commission pursuant to WAC 391-45-350.