

STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

PUBLIC SCHOOL EMPLOYEES)	
OF EVERGREEN,)	
)	CASE 8345-U-89-1814
Complainant,)	
)	DECISION 3954 - PECB
vs.)	
)	
EVERGREEN SCHOOL DISTRICT,)	FINDINGS OF FACT,
)	CONCLUSIONS OF LAW
Respondent.)	AND ORDER
)	
)	

Eric T. Nordlof, General Counsel, appeared on behalf of the union.

Bischof, Hungerford & Witty, by Bruce Bischof, appeared on behalf of the employer.

On December 29, 1989, Public School Employees of Evergreen filed a complaint charging unfair labor practices with the Public Employment Relations Commission. The union alleged that Evergreen School District had unilaterally transferred bargaining unit work to a newly-created supervisory position, in violation of RCW 41.56-.140(4). The matter was assigned to Examiner Mark S. Downing. The parties waived their right to a hearing on the complaint, and agreed to have this matter decided by the Examiner on the basis of the transcript and exhibits from an arbitration hearing held on a related grievance. Both parties filed written briefs to supplement the record.

BACKGROUND

Evergreen School District (employer) is located near Vancouver, Washington. The employer's operations include two high schools, a vocational skills center, an alternative learning center, four

junior high schools, 14 elementary schools, and an early childhood center. Approximately 14,700 students attend classes in the school district.¹ In addition to its administrative staff, the employer has approximately 900 certificated and 500 classified employees.

Public School Employees of Evergreen, an affiliate of Public School Employees of Washington (PSE), is the exclusive bargaining representative of an appropriate bargaining unit consisting of classified employees in the following general job groupings: secretarial, staff assistant, custodian, mechanic, professional / technical, warehouse, maintenance, and transportation.²

The parties' current collective bargaining agreement was executed in December, 1989, and covers the period of September 1, 1989 through August 31, 1992. Of particular note to this matter, the contract excludes from the bargaining unit, among other classifications, the position of "supervisor of reprographics".³

The Central Book Depository (CBD) is used to store and distribute educational materials to the employer's various schools. The CBD and the employer's Print Shop are located in the same building, right across the hall from each other.

Sherrie Schreiner was initially hired by the employer as the "CBD aide" in 1982. The position was funded at 190 days per year, with daily hours established at 2.5 hours per day. The immediate supervisor of the position held the title of "curriculum supervisor".

¹ This background information is derived from Washington Education Directory (1990-91), Barbara Krohn and Associates, from data collected by the Superintendent of Public Instruction.

² The employer contracts out its food service operation and certain custodial services.

³ The same position was also referred to in this record by the title of "print shop foreman".

The "CBD aide" job description listed the general duties of the position as organizing, maintaining and distributing materials housed in the Central Book Depository. Specific duties of the position were listed in the job description, as follows:

1. Maintains records on the circulation of materials at the CBD.
2. Receives and distributes materials at the CBD.
3. Maintains the inventory in an organized method.
4. Types monthly billing statements to principals on consumable costs.
5. Provides data for ordering.
6. Light typing of communications relating to CBD.
7. Other duties as may be assigned.

The following criteria were listed by the job description as qualifications for the CBD aide position:

1. Typing of 40-60 wpm.
2. Must be self-motivated and flexible.
3. Experience in operation of a central book depository helpful, but not required.
4. Must be able to establish good working relationships with district employees.
5. Valid Washington Health Certification.

The parties' 1986-89 collective bargaining agreement listed the "CBD aide" as a para-professional teacher aide position, receiving the same pay as the "parent notification aide" and "school store aide".

In September, 1989, the employer reclassified the CBD aide position to that of CBD clerk.⁴ Schreiner remained in the CBD position, and received an increase of \$1.03 in her rate of pay. The 1989-92

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The title of teacher aide positions was changed to that of "staff assistant" for the 1989-90 school year.

agreement lists the CBD clerk position as a "Class 1" clerical position, with a pay range of \$7.22 to \$8.91 per hour.⁵

The job description of the revised "CBD clerk" position detailed the following responsibilities for the position:

1. Maintains circulation records of curriculum and instructional materials at the CBD.
2. Receives, compiles and distributes district-printed instructional materials for curriculum at the CBD.
3. Maintains instructional and non-instructional inventories in an organized method.
4. Prepares monthly and year-end billing statements to principals.
5. Provides data to schools for ordering.
6. Prepares requisitions for CBD purchases.
7. Responsible for communications relating to the CBD.
8. Supervises part-time and summer help.
9. Receives, inventories, and distributes textbooks and other instructional materials.
10. Selects appropriate materials for teacher requests related to learning activities.
11. Supervises Surplus Book Sale.
12. Other duties as may be assigned.

The duties specified in numbers 1 through 5, 7, 9, and 12 of the "CBD clerk" job description closely parallel duties previously listed in the "CBD aide" job description.

The "CBD clerk" job description also listed the following qualifications for the position:

⁵ The "parent notification" and "school store" positions were paid on a pay range of \$6.71 to \$7.88 per hour for the 1989-90 school year. The agreement provides for higher-paid clerical classifications, as follows:

- Class 2 clerical positions - top pay of \$9.23.
- Class 3 clerical positions - top pay of \$10.20.
- Class 4 clerical positions - top pay of \$10.77.

1. Knowledge and Ability to safely use warehousing equipment (hand truck, freight elevator, pallet jack).
2. Ability to use office machines, (on-line computer, electronic typewriter, adding machine, copier, etc.).
3. Must be able to do heavy lifting of boxes.
4. Typing of 40-60 wpm.
5. Must be self-motivated and flexible.
6. Must be able to establish good working relationships with district employees.
7. Some math skills needed.
8. Experience in operations of a central book depository helpful, but not required.
9. Use of IBM Computer helpful.
10. Valid Washington Health Certificate.

The qualifications listed in numbers 4, 5, 6, 8, and 10 of the "CBD clerk" job description also closely parallel qualifications that were listed in the "CBD aide" job description.

In the autumn of 1989, at approximately the same time as the employer reclassified the "CBD aide" position to "CBD clerk", it also determined that the existing "print shop foreman" position should be expanded to cover supervision of the CBD. The employer thus created a new title of "Print Shop/CBD foreman", as a supervisory position excluded from the bargaining unit.⁶

On October 23, 1989, Sharlene Monroe was hired to fill the expanded supervisory position. Monroe had been the confidential secretary for Assistant Superintendent of Instruction Robert Neland, who was previously the immediate supervisor of the CBD. Monroe's office is now located in the Print Shop. Monroe supervises five print shop employees in addition to Schreiner, who remains the only non-supervisory employee in the CBD.

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As noted above, the predecessor "print shop foreman" or "supervisor of reprographics" had been excluded from the bargaining unit represented by PSE.

On October 27, 1989, Schreiner filed a grievance protesting the filling of the new supervisory position without giving her an opportunity to apply.⁷ Schreiner indicated that she had held the CBD aide position for approximately nine years.⁸ She stated that the position had been initially established at two hours per day, and was supervised by Ken Loveall, who was in charge of curriculum at the district office. Schreiner indicated that the position was then placed under the direction of Administrative Assistant for Curriculum Joann Mychals, who increased the hours for the job to four per day. According to Schreiner, her next supervisor was Neland. Schreiner's grievance described a discussion between the grievant and Neland, as follows:

I also expressed my concerns to Mr. Neland many times about needing more time to perform my duties at CBD and also about reclassifying [sic] my position to a CBD Clerk.

Schreiner indicated that, despite her repeated requests, the employer had not agreed to further increase the daily hours for the CBD aide position. Schreiner's grievance objected to the new supervisory position in the following manner:

When Sharry Monroe, a Confidential Secretary, came to me at the end of September and expressed to me that she was going to be the new CBD Foreman, I was very disturbed. I have been doing these duties BY MYSELF for a number of years. I am the only employee of CBD. How could the district hire a Foreman for CBD and not even post this position according to our contract. [emphasis in original]

⁷ Schreiner was president of the local PSE chapter when the parties' contract was signed on December 13, 1989.

⁸ The record includes a "Notice of Opening" for the CBD aide position dated June 7, 1982, which indicates that Schreiner had held the position for only seven years.

The grievance concluded with a request by Schreiner to have a chance to apply for the Print Shop/CBD Foreman position.

Monroe answered the grievance for management on November 3, 1989. The employer took the position that supervisors were not part of the bargaining unit, and that the parties' agreement gave management the right to add supervisory personnel to maintain or increase the efficiency of current operations. Monroe also stated that the grievance failed to reference any specific provisions in the collective bargaining agreement that had been allegedly violated.

On November 17, 1989, Schreiner moved her grievance to step 3 of the grievance procedure, by filing a "PSE Grievance Form" with Classified Personnel Services Supervisor Nicollet L. Koch. Schreiner listed her position as that of CBD clerk and stated the grievance as follows:

In September 1989 a new position of Central Book Depository Foreman was created by the District. The classified position was not negotiated as an excluded position from the PSE Bargaining Unit. Nor was an appropriate wage rate bargained. The position was not posted as required by the Collective Bargaining Agreement.

Schreiner listed several sections of the contract as the provisions that had been allegedly violated. To remedy the employer's actions, the grievance sought the following remedies:

1. Include position in Bargaining unit.
2. Negotiate appropriate wage.
3. Post and fill position as required in the labor agreement.
4. Cease unilateral creation and determination of exclusion of positions from bargaining unit.

On December 6, 1989, the grievance was denied by Koch, who stated that the employer's ability to create, modify, or eliminate supervisory positions was totally outside of the union's jurisdiction.

On December 29, 1989, the union filed the complaint to initiate this proceeding, alleging that work previously performed by the bargaining unit position of "Central Book Depository (CBD) Aide/Clerk" was transferred to the non-unit position of "Print Shop/CBD Foreman" when that position was created by the employer in 1989.

The parties were unable to resolve Schreiner's grievance and, on January 9, 1990, the union filed a demand for arbitration of the dispute. The union's demand described the nature of the dispute as the employer's creation of the foreman position at the CBD. The union sought the following remedies in arbitration:

Place position into bargaining unit; post according to agreement and fill according to agreement. Negotiate appropriate wage; cease unilateral exclusion of positions from bargaining unit. Cease assigning unit work to non-unit positions. Costs and attorney fees to union.

A hearing was held concerning the grievance on June 1, 1990, in Vancouver, Washington, before Arbitrator William L. Corbett.

In his decision of August 31, 1990, Arbitrator Corbett denied the grievance and stated as follows:

[T]he evidence supports the conclusion that the collective agreement did not provide that the CBD portion of the Print Shop/CBD Foreman position was a bargaining unit position, or that the District was obligated to bargain the creation of the position. Consequently, the District was free to create the supervisory position and staff the position.

Evergreen School District (Corbett, 1990), at pages 9-10.

The Arbitrator made no finding as to whether the employer had assigned bargaining unit work to non-unit positions.

The processing of this unfair labor practice case had begun in the meantime. On July 11, 1990, the undersigned Examiner issued a notice of hearing, establishing September 11, 1990 as the date for the hearing on the complaint.

The employer's answer filed on July 26, 1990, admitted that it had created a supervisory position with duties over the CBD, but it denied that it had assigned work to the supervisor of the nature and type previously performed by the CBD clerk.

On September 7, 1990, the employer filed a motion to dismiss the complaint, arguing that the arbitration award had resolved the issues of: (1) whether creation of the supervisory position violated the terms of the collective bargaining agreement, and (2) whether the duties assigned to the supervisor fell within the work jurisdiction of the bargaining unit. In the alternative, the employer requested a continuance of the scheduled hearing. The requested continuance was granted by the Examiner, and the parties were instructed to submit a copy of the arbitration award and written arguments concerning the employer's motion.

The undersigned Examiner reviewed the arbitration award,⁹ and denied the employer's motion to dismiss on October 29, 1990. It

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This ruling was based on King County Fire District 39, Decision 2160-C (PECB, 1986). The Commission utilizes the Spielberg principles in deciding whether it should defer to an arbitration award. Those principles include the following inquiries: (1) that the proceedings be fair and regular; (2) that all parties agree to be bound; (3) that the decision not be repugnant to the purpose and policies of the Act; and (4) that the issue involved in the unfair labor practice case must have been presented to and considered by the arbitrator. See also City of Yakima, Decision 3564-A (PECB, 1991).

was concluded that the arbitrator had not ruled on the issue of whether the new supervisory position was performing unit work. The parties thereafter entered into their stipulation limiting the record in this matter to the record made before the arbitrator.

POSITIONS OF THE PARTIES

The union alleges that the employer transferred bargaining unit work previously performed by Schreiner as the CBD aide and CBD clerk to the non-unit position of Print Shop/CBD foreman. The specific duties cited by the union include opening up the CBD work area, answering the telephone and taking messages, picking up the mail, stamping and delivering textbooks, and preparing and maintaining an inventory of CBD books and materials. The union maintains that the employer's actions have violated its duty to bargain with the union concerning any changes made to employees' wages, hours and working conditions pursuant to RCW 41.56.140(4). Responding to the employer's contention that no bargaining unit employees lost any daily work hours, the union contends that work of the unit was lost which could have been performed by a unit member. The union submits that it is inconsequential whether or not the amount of unit work transferred was of a limited nature. To remedy the employer's actions, the union suggests that the amount of unit work performed by Monroe should be calculated and Schreiner compensated accordingly. The union would see this compensation as amounting to at least one hour per day.

The employer maintains that there have been no changes in wages, hours or working conditions for employees in the bargaining unit. The employer specifically denies that any work previously performed by the CBD aide and CBD clerk positions has been shifted to the foreman position occupied by Monroe. The employer notes that Monroe has always held a position outside of the unit, and has occasionally performed certain of the disputed tasks, when

necessary. The employer argues that any examples of shifted bargaining unit work provided by the union were a response to unusual "emergency" circumstances or are de minimis. In the alternative, the employer argues that even if a transfer of unit work occurred, it had no duty to bargain with the union since no unit employees were laid-off or terminated.

DISCUSSION

The provisions of RCW 41.56.140(4) impose an obligation on an employer to refrain from making unilateral changes in employees' wages, hours and working conditions without first giving notice to the exclusive bargaining representative and providing that organization with a meaningful opportunity to bargain. Clover Park School District, Decision 3266 (PECB, 1989).

An employer has the right to create supervisory positions which are outside of a rank-and-file bargaining unit. Lakewood School District, Decision 755-A (PECB, 1980).¹⁰ However, in the creation of a supervisory position, an employer cannot skim off or transfer work that has been previously performed by unit members to the newly created position, unless it has fulfilled its duty to bargain. See, City of Mercer Island, Decision 1026-A (PECB, 1981), where an employer's transfer of bargaining unit work to new excluded supervisors was found unlawful.

A long line of Commission decisions has held that, absent clear and unmistakable waiver language in a collective bargaining agreement, an employer must give notice and provide opportunity for bargaining before transferring work outside of the bargaining unit. South Kitsap School District, Decision 472 (PECB, 1978) [transfer of

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The arbitrator's ruling that the employer had no obligation to bargain the creation of the supervisory position was thus consistent with Commission precedent.

"aide" work to teachers and clericals employees; City of Kennewick, Decision 482-B (PECB, 1980) [contracting out of custodial work]; City of Vancouver, Decision 808 (PECB, 1980) [contracting out of entire wastewater operation]; Grandview School District, Decision 1893 (PECB, 1984) and Battle Ground School District, Decision 2449-A (PECB, 1986) [transferring food service work to students]; City of Kelso, Decision 2120-A (PECB, 1985) [contracting out of entire fire department operation]; Community Transit, Decision 3069 (PECB, 1988) [contracting out of new bus routes]; Kennewick School District, Decision 3330 (PECB, 1989) [contracting out of school field trip]; Spokane County Fire District 9, Decision 3482-A (PECB, 1991) [inducing "volunteers" to work in place of bargaining unit employees].

Was There a Substantial Change From Past Practice?

The initial inquiry in a "unilateral change-refusal to bargain" unfair labor practice charge involving "skimming" or "contracting out" is whether there has been an actual change in the employees' wages, hours and working conditions. Absent such a change, there is no basis to find a refusal to bargain violation by an employer. City of Seattle, Decision 2935 (PECB, 1988); City of Bellevue, Decision 3007 (PECB, 1988). There has been no "change" in employees' terms and conditions of employment where there has been a long-standing and established policy, with union knowledge and acquiescence, of others performing what might be claimed as unit work. Westinghouse Electric Corp., 150 NLRB 1574 (1965). In order for there to be a "unilateral change", there must have been some change in the status quo. No duty to bargain arises from a reiteration of established policy, or from a change which has no material effect on employee wages, hours or working conditions. Clark County Fire District 6, Decision 3428 (PECB, 1990); City of Yakima, Decision 3564-A (PECB, 1991).

Schreiner's basic duties as CBD clerk are to keep, monitor and follow the employer's inventory of instructional textbooks. She fills book orders made at the building level, and prepares monthly bills for those items. She also processes books to be discarded, and organizes an annual surplus book sale. As a four-hour per day employee, Schreiner works in CBD in the afternoons only, arriving for work at 1:00 p.m. Monroe's office in the Print Shop is located directly across the hall from the CBD, but Schreiner testified that Monroe does not directly supervise her day-to-day duties and that she has approximately 45 minutes per week of direct contact with Monroe.

Monroe has been involved with CBD operations for approximately 10 years. When she served as a secretary for the employer in 1980, her position was funded at 10 months per year and she spent two hours of her daily time performing CBD work. After two years, the secretarial portion of Monroe's job duties increased and the employer decided to hire a two-hour aide (Schreiner) to perform the CBD duties. But Monroe's connection with CBD did not cease. From the time that Schreiner was hired as the CBD aide in 1982 until Monroe was appointed to the foreman position in 1989, Monroe served as a confidential secretary for both Mychals and Neland, who were the general supervisors over CBD operations, and she remained as the most immediate overseer of CBD operations. Schreiner has regularly consulted with Monroe over the years concerning questions about the operation of the CBD. Monroe's new job as foreman is a full-time, 12 month per year position. The evidence concerning the specific unilateral changes alleged in the union's complaint is limited.

Opening up the CBD work area -

The only evidence presented concerning opening up the CBD work area was based on testimony from Schreiner that the CBD door is open when she comes to work at 1:00 p.m. It is reasonable to infer that Monroe had keys to the CBD during the 1980 - 1982 time period when

she alone performed the work in that facility. It is also reasonable to assume that upon assuming her confidential secretary position in 1982, Monroe kept a key to the CBD in conjunction with overseeing the CBD operations. The union has failed to establish that the act of opening the door has historically been exclusively bargaining unit work.

Answering the telephone and taking messages -

The testimony revealed that if Monroe happens to be in the CBD and is closest to the phone, she will answer it. The CBD also has an answering machine and if Monroe is in the CBD work area, she will take messages off the phone and leave them for Schreiner.

The evidence concerning this allegation did not prove that there had been any change from the employer's existing practice. Monroe performed these duties on an occasional basis before she was appointed to her supervisory position. The frequency of Monroe's performance of these responsibilities did not increase after she assumed the foreman position.

Picking up the mail -

In regards to the allegation concerning picking up the mail, Schreiner testified that the mail bag has been emptied and its contents left on the top of her desk when she arrives for work. Monroe testified that if she happens to be at the district office, she will pick up the mail and bring it to CBD.

Again, the evidence does not prove that there had been any change from the employer's existing practice. Monroe performed these duties both before and after she was appointed to her supervisory position. The frequency of Monroe's performance of these responsibilities did not increase after she assumed the foreman position.

Stamping and delivering textbooks -

The union also alleges that Monroe has stamped textbooks and delivered them to buildings. The only specific example of this kind of conduct occurred on September 21, 1989. Monroe testified that a school had been waiting for some books and that she stamped and delivered them that morning, as Schreiner does not start work until 1:00 p.m. and school is out at 2:00 - 2:30 p.m. While Monroe considered this to be an emergency situation, Schreiner believed that the books could have been delivered the next morning.

Preparing and maintaining an inventory -

The union's chief concern appears to be over the issue of preparing and maintaining an inventory of CBD textbooks and materials. In 1989, the employer decided to change the role of the CBD. Instead of being a storage, distribution and loaning facility for schools that needed more books, CBD took on the task of monitoring the district's entire inventory of instructional materials, and of shifting those books from one location to another. In order to fulfill this new mandate, a computer was purchased in the spring of 1989.

During the summer of 1989, the employer began to use a computer inventory program to track the instructional materials inventory. Schreiner worked during that summer for eight hours per day on a temporary basis, getting orders out and performing data input work on the new computer program. During this start-up phase, Monroe performed word processing, spread sheet and other special computer program duties. Monroe is in charge of implementing the computer program, and she has been training Schreiner to do word processing and other functions on the computer. Schreiner has continued to maintain a manual book inventory while the computer program was being implemented. Monroe testified that when the computer program is fully established, Schreiner will be involved in its operation.

Exceptions to Bargaining Duty

Although there is some evidence to support the union's allegations of a change in the status quo concerning stamping and delivering textbooks, and preparing and maintaining an inventory of CBD textbooks and materials, an employer's actions may also be excepted from the duty to bargain on certain very narrow grounds. One such exception would be for emergency circumstances. Another is for training of employees to perform new work.¹¹

Emergency situations -

Monroe stamped textbooks and delivered them to the appropriate building on one occasion. This occurred on September 21, 1989, in the third week of the school year. The school had been waiting for the books since the beginning of the school year. Instead of making students wait until the following day, Monroe processed and delivered the books immediately upon their arrival. She considered this to be an emergency, as Schreiner did not come to work until 1:00 p.m. and school was out at 2:00-2:30 p.m.

Monroe was clearly performing unit work on this particular occasion, but it was not unreasonable for her to consider this to be an emergency, under these specific circumstances. A duty to bargain does not arise for unilateral changes of this limited and emergency nature.

Training activities -

The employer made a business decision to change its inventory methodology from a manual system to a computerized system. The decision to computerize was, itself, not a mandatory subject of

¹¹ The Commission has not relieved an employer of its duty to bargain merely because certain unilateral changes in working conditions are claimed to be "developmental" or "experimental". Spokane County Fire District 9, Decision 3661-A (PECB, 1991).

bargaining. Spokane County Fire District 9, Decision 3021 (PECB, 1988). That change in technology necessitated Monroe becoming involved with the inventory of CBD materials while she was implementing the new computer system. During the introductory phase of computer technology, there will necessarily be a certain overlapping of responsibilities as personnel are trained on the computer. Schreiner was being trained by Monroe to take over the operation of the computerized inventory methodology when it became established.

Responsibilities involving technical knowledge of computers are not among the types of bargaining unit work previously performed by Schreiner, and that portion of the computer work can remain outside of the unit. The limited involvement by supervisory personnel in performing unit work for training purposes does not give rise to a duty to bargain under these circumstances. After the training period is complete, clerical-like computer functions should continue to be performed by bargaining unit employees. For example, Schreiner was previously keeping the book inventory on a manual basis. After the computer inventory program is established, data entry duties should continue to be performed by Schreiner, since they are similar in nature to the duties she previously performed, but for the introduction of the new technology.

Conclusion

Both the creation of a collective bargaining relationship and the subsequent assignment of work to bargaining unit employees¹² can

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The employer has switched certain duties to the CBD clerk position that were previously performed by Monroe. In the past, if Schreiner needed materials, she would have Monroe fill out the appropriate forms. Schreiner now completes the requisition forms and sends them to Monroe for insertion of a budget number. Monroe has also asked Schreiner to prepare memoranda that Monroe used to prepare.

give rise to "unit work" claims on the part of the union. Under the circumstances of this complaint, however, the union has failed to prove that the employer violated its duty to bargain.

FINDINGS OF FACT

1. Evergreen School District is a public employer within the meaning of RCW 41.56.030(1).
2. Public School Employees of Evergreen is the exclusive bargaining representative of an appropriate bargaining unit consisting of classified employees in the general job groupings of: secretarial, instructional aide, custodian, mechanic, professional/technical, warehouse, maintenance, and transportation. Included in that bargaining unit is the employee who performs warehouse and inventory functions in the employer's Central Book Depository (CBD).
3. The employer created a supervisory position of Print Shop/CBD foreman in October, 1989. The position is excluded from the bargaining unit, and has supervisory responsibilities over the bargaining unit position of CBD clerk.
4. The parties' current collective bargaining agreement was executed in December, 1989, and covers the period of September 1, 1989 through August 31, 1992. The union filed and processed a grievance under that contract, protesting the creation and filling of the excluded supervisory position. An arbitrator ruled that the union had no rights concerning the excluded supervisory position, but did not determine the union's claim in this proceeding that bargaining unit work was unlawfully transferred to the excluded position.

5. Although the Print Shop/CBD foreman occasionally opens the door to the CBD area, answers the telephone in CBD, takes messages for the CBD, and picks up the mail for CBD, these actions do not represent any change from the practices which existed prior to the creation of the new supervisory position.
6. On one occasion, the Print Shop/CBD foreman stamped and delivered textbooks under emergency conditions.
7. The Print Shop/CBD foreman has been implementing a computer inventory program, and has been training the CBD clerk to operate that program.

CONCLUSIONS OF LAW

1. The Public Employment Relations Commission has jurisdiction in this matter under Chapter 41.56 RCW and Chapter 391-45 WAC.
2. There was no change in bargaining unit employees' wages, hours and working conditions concerning the opening of the CBD work area, the performance of telephone answering and message taking, and mail pick-up on an occasional basis by supervisory personnel, and hence no duty to bargain under RCW 41.56.030(4) and no violation of RCW 41.56.140(4).
3. The stamping and delivery of textbooks on one occasion under emergency circumstances, as described in paragraph six of the foregoing findings of fact, did not give rise to a duty to bargain under RCW 41.56.030(4), and hence there was no violation of RCW 41.56.140(4).
4. Actions by supervisory personnel in implementing a computerized inventory program and training bargaining unit employees in its use, as described in paragraph seven of the foregoing

findings of fact, did not give rise to a duty to bargain under RCW 41.56.030(4), and hence there was no violation of RCW 41.56.140(4).


NOW THEREFORE, IT IS

ORDERED

The complaint charging unfair labor practices filed in this matter is hereby dismissed.

DATED at Olympia, Washington, this 24th day of December, 1991.

PUBLIC EMPLOYMENT
RELATIONS COMMISSION



MARK S. DOWNING
Examiner

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