STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 2221,	)	
Complainant,	)	CASE 9013-U-91-1992
vs.	)	DECISION 4547 - PECB
PIERCE COUNTY FIRE DISTRICT 9,	)	
Respondent.	)	FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

Griffin, Imperiale, Bobman and Verhey, by Karl L. Williams, Attorney at Law, appeared on behalf of the complainant.

Foster, Pepper and Shefelman, by P. Stephen DiJulio, Attorney at Law, appeared on behalf of the respondent.

On May 17, 1991, the International Association of Fire Fighters, Local 2221, filed an amended complaint charging unfair labor practices with the Public Employment Relations Commission, alleging that Pierce County Fire District 9 had refused to bargain over a "medical services officer" position, thereby violating RCW 41.56.140(4).[1] A hearing on the matter was held at Puyallup, Washington, on November 19, 1991, before Examiner Martha M. Nicoloff. The parties filed post-hearing briefs.

The parties to this unfair labor practice proceeding were also involved in a grievance arbitration proceeding concerning the "medical services officer". Arbitrator George Lehleitner denied the grievance in an arbitration award issued on September 28, 1991. The employer requested that the Commission "defer" to the arbitra-

[1] The original complaint in this matter was filed on February 15, 1991. Additional information was requested in a preliminary ruling letter issued under WAC 391-45-110. A cause of action was found to exist as to allegations filed in May of 1991.

tor's award in this unfair labor practice proceeding. In refusing deferral, the Executive Director noted that the issue in the unfair labor practice proceeding was framed as a refusal to bargain over the bargaining unit status of a position, and that unit determination issues are not deferrable under Commission precedent. The employer reiterated its request for deferral to the Examiner, both before and during the hearing. The Examiner denied those motions, citing the same grounds relied upon by the Executive Director.

BACKGROUND

Pierce County Fire District 9 provides fire prevention and emergency medical services to the Summit-South Hill area of Pierce County, located to the south of the city of Puyallup. Bill Williams is the "executive director" of Fire District 9.[2] Ron Hoyt is the "deputy chief". Brian Pierson and Matt Holm each hold the title of "battalion chief".

International Association of Fire Fighters, Local 2221, represents a bargaining unit of Pierce County Fire District 9 employees which is described in the parties' 1991-1992 collective bargaining agreement as:

> ... all the employees except the Chief, Assistant Chief, Deputy Chief, Battalion Chief, Administrative Assistant, Office Secretarys [sic] and those employees represented by other labor organizations of Pierce County Fire Protection District No. 9.

The positions included in the bargaining unit were: Fire fighter, fire fighter/paramedic, lieutenant, and captain.

---

[2] The position titled by this employer as "executive director" is comparable to the "fire chief" position in many other fire departments.

The EMS Program at Fire District 9

The employer operates an emergency medical services (EMS) program, and the primary responsibility of its employees classified as fire fighter/paramedic is to answer EMS calls. The job description adopted in 1985 for the fire fighter/paramedics includes:

> In addition to the general duties of fire-fighter, this work involves providing patient care functions, including, but not limited to, rendering treatment ... in the management of medical emergencies ...
>
> When not involved in performing duties as described above, a Firefighter/Paramedic performs related tasks such as maintaining emergency aid equipment, replenishing medication and supplies, instructing the public in cardiopulmonary resuscitation, first-aid, instructing in Emergency Medical Technician Training, informing the public of the paramedic program, and performing other related duties as required.
>
> ...
>
> A Firefighter/Paramedic receives program assignments and medical supervision/evaluation from the Deputy Chief, shift supervision/evaluation and daily assignments from the shift commander.

According to testimony from paramedics, they historically reported to an emergency room physician for direction concerning advanced life support issues, and to a shift captain for direction on other matters. According to Williams' testimony, however, Deputy Chief Hoyt was responsible for overall supervision of the EMS program, including attending regional EMS planning and information meetings "so he could stay in tune with paramedic trends", tracking legislation concerning EMS services to ensure that the employer was aware of any relevant changes, contracting for and scheduling specialized classes for the training of the paramedics, and ensuring that the paramedics logged sufficient training hours to be eligible for recertification when that was required.

It appears that the employer was considering changes in the supervision of its EMS program as early as June of 1990, and that it had been in contact during that timeframe with a neighboring jurisdiction, Pierce County Fire District 21, concerning an interlocal agreement for the services of District 21's "medical services officer", Dan Hannah.[3]

For a period of approximately five months, beginning during the first week of September of 1990, Deputy Chief Hoyt was not an active employee of this employer.[4] Uncontroverted testimony by Williams indicated that the employer's training officer, Battalion Chief Pierson, took charge of the EMS program during Hoyt's absence.

According to several witnesses, concern about the quality and supervision of the employer's EMS program had been growing among the paramedics by the autumn of 1990. Paramedics Jack Grier and Kevin Rhone both testified that the biggest concern to the paramedics at that time was training. According to Rhone "... we basically had no continuing medical education and what we did was in our opinion poor quality...".

Acting on behalf of Williams, Fire District 21 Medical Services Officer Hannah asked the Fire District 9 paramedics to put their goals for the EMS program in writing. Comments were submitted in the form of lists developed by Fire District 9 employees working on each of the department's three shifts. Rhone testified that the lists came about:

---

[3] This information appears in the arbitration award issued by Arbitrator Lehleitner. The fact was not controverted by either party.

[4] The record indicates that Deputy Chief Hoyt's employment was terminated, and that he was later reinstated, but the details were not disclosed. It is unclear whether the discussions of an interlocal agreement were related, either as a cause or effect, to Hoyt's situation.

> ... when we noticed a need for an immediate supervisor as paramedics. And this was a document that was basically a wish list from all the field personnel from the local stating what they thought we needed in terms of a supervisor to bring our program together.

The lists included suggestions such as: Hiring a medical services officer as soon as possible, scheduling training classes for specific time periods, identifying specialized classes and programs covering protocols for specific medical situations, developing an annual class schedule, developing one-year and five-year plans for the EMS program, establishing a "ride-along" program with other agencies, instituting more physician reviews, and hiring more outside instructors with knowledge concerning specific issues.

The Interlocal Agreement

Fire District 9 and Fire District 21 eventually entered into an "interlocal agreement", whereby Dan Hannah was to act in the role of "medical services officer" for Fire District 9 while remaining an employee of Fire District 21. Williams testified that discussions concerning the proposed interlocal agreement were conducted by the Fire District 9 commissioners in open public meetings, with the matter discussed for the first time at a meeting held on September 26, 1990.[5] Final approval of the interlocal agreement occurred at a meeting of the board held on December 12, 1990. Hannah testified that he prepared a document that was attached as an addendum to the interlocal agreement, in many cases by transfer

---

[5] The parties had apparently concluded negotiations on a successor collective bargaining agreement by this time. The record indicates they were in contract negotiations during the summer and early autumn of 1990. The employer ratified the 1991-92 agreement in late September of 1990, and both parties signed the new agreement in early October of 1990. The arbitration award notes that the union raised a question about the contemplated "interlocal agreement" during the contract negotiations.

of information "word for word" from the "wish list" developed by the Fire District 9 paramedics.

Under the terms of the interlocal agreement, the District 21 medical services officer was to oversee all EMS functions at District 9. The "MSO" was to coordinate scheduling, resolve problems brought to him by the paramedics, develop reward systems and stress reduction policies for the paramedics, advise the paramedics on medical care issues, develop budgets, develop new medical protocols, and act as liaison between the paramedics and the emergency room physicians at local hospitals. With respect to training responsibilities, the interlocal agreement provided that his duties were as follows:

> Develops and implements sufficient classroom and practical classes to keep First Responders, EMT's and paramedics recertified; and develops systems for certifying new employees and volunteers in EMT-defibrillation programs and other advanced techniques in coordination with physician advisors.

The District 21 MSO was also to attend and represent the employer's interests at various EMS meetings.

Changes of the EMS Program Under the Interlocal Agreement

Rhone testified that, since the interlocal agreement has been in effect, it has been his understanding that the Fire District 21 medical services officer is the direct supervisor of the Fire District 9 paramedics for EMS issues. In comparing the responsibilities of the paramedics before and after the interlocal agreement went into effect, Grier was asked,

> Q: Are training and education--are training and continuing medical education an integral part of your duties as paramedic?

> A: I think that is an area that has been--that isn't clear at this time at District 9. In the past and in our job description I believe it has always been the desire that we would train--help train fellow employees of District 9. As far as what level of training we deliver at this time versus in the past it's not--it's not as it has been.
>
> . . .
>
> Q: In your observation as a paramedic, is there anything encompassed in the duties of [the medical services officer] MSO that wouldn't be or hasn't been done before by bargaining unit members?
>
> A: Certain areas would be debatable. If you are talking logging PME medical hours that we get for classes, in the past that was Battalion Chief's position. I mean if you pick apart all the duties that we tried to imply here [referring to the "wish list"], I can't say as a whole that we did all of them in past. We did a lot of training. We tried to do a lot of the medical training here ...

According to Rhone, the paramedic on a given shift was responsible for teaching other shift personnel regarding medical matters, before the interlocal agreement went into effect. Rhone also testified that the duties of the paramedics changed in the sense that, prior to the interlocal agreement, the paramedics "... did much more of a supervisory role basically supervising themselves."[6]

Chief Williams agreed in his testimony that some training in EMS functions had been done in the past by shift paramedics, but Williams also testified, without contradiction, that training conducted by persons from outside of the fire district had been

---

[6] Paramedic Rhone testified that the medical services officer affected "the terms" of his employment. He was not asked to provide specifics with respect to that statement. On cross-examination, he acknowledged that all of the officers of the department affected the terms of his employment.

arranged by non-bargaining unit employees both before and after the existence of the interlocal agreement. Williams believed that the only changes in paramedic working conditions made by the change in program supervision were:

> ... it would make their jobs easier, the quality of their training would be better, the quality of the medical services of the department would be enhanced.

According to Williams, the paramedics continued to train shift personnel, and their wages, hours and benefits have not been affected by the change in supervision of the EMS program.

Notice and Bargaining

The union did not call any witness who had direct knowledge of what transpired during negotiations for the parties' 1991-92 contract. It did call its current president, Lynn Miller, as a witness, but Miller had not been involved in collective bargaining prior to becoming local president, and he testified that he had no information about whether any negotiations had occurred with respect to the interlocal agreement. Miller did testify that the recognition clause of the collective bargaining agreement had remained unchanged for several years, and that it was the position of the union membership at the time that the interlocal agreement was being discussed that the medical services officer should be a bargaining unit position.

Williams testified that his first knowledge of the union having any problems or concerns with the interlocal agreement was when the union filed a grievance and this unfair labor practice complaint, at approximately the same time. He did not recall the union making any demand for negotiations concerning the matter, and testified that no "formal" negotiations had occurred.

POSITIONS OF THE PARTIES

The union argues that the creation and continued existence of the medical services officer position qualifies as a "personnel matter" as that term is used in RCW 41.56.030(4), making it a mandatory subject of collective bargaining. The union also asserts that the creation of the position affected the terms and conditions of employment for bargaining unit employees. The union claims that the employer has not engaged in meaningful negotiations with the union concerning the position at any time. It also claims that the primary duties of the MSO position were performed by paramedics prior to the existence of the MSO position, so that the work at issue was bargaining unit work. It disputes the employer's claim that the work was previously performed by a deputy chief, particularly in the absence of any testimony by that individual. It asserts that the MSO position belongs in the bargaining unit, because "medical services officer" is not one of the stated exceptions in the recognition clause of the collective bargaining agreement. The union further contends that the employer's job description for the bargaining unit rank of "captain" includes most of the duties performed by the medical services officer.[7]

---

[7] The Examiner has not addressed the union's contentions based on a contemplated hiring of a medical services officer in 1992, because this complaint concerned only the earlier period. The record does indicate that the interlocal agreement between Fire District 9 and Fire District 21 was to expire as of January 1, 1992, and that Fire District 9 did not plan to renew it. The employer had budgeted for a medical services officer for 1992, although there was some question at the time of hearing whether the employer would hire a medical services officer as an employee of the district, or enter into another interlocal agreement with a different fire district. If a medical services officer were to be hired as a fire district employee, the employer planned to place the position at the battalion chief level. Miller testified that he had not approached the employer to negotiate concerning the establishment of a new medical services officer position after January 1, 1992, but that Williams had called him about the subject.

The employer argues that its decision to contract with another fire district for the services of a medical services officer involves a determination of staffing levels and types of services, which are management prerogatives not subject to mandatory bargaining. It asserts that the contract involved no removal of bargaining unit work, and that the duties were previously performed by its deputy chief, outside the bargaining unit. The employer claims that the union failed to demonstrate that the contract for services had any direct impact on the working conditions of bargaining unit employees, particularly noting that there were no demotions or layoffs. The employer further asserts that, even if the matter were found to be bargainable, the union has waived its bargaining rights. It claims that the union was not presented with a fait accompli, that it had ample notice and opportunity to bargain, but that in fact it made no bargaining demand. Finally, the employer asserts that determination of whether or not the medical services officer should be included or excluded from the bargaining unit is not a matter for an unfair labor practice proceeding.

DISCUSSION

Refusal to Negotiate "Unit" Status

The union has argued that the employer failed to bargain concerning the bargaining unit status of the medical services officer position. Clearly, it is the union's desire that the medical services officer be an employee of Fire District 9, and that the position be included in the bargaining unit it represents.

The first response to the union's argument is based on City of Richland, Decision 279-A (PECB, 1978), where the Commission held:

> The determination of appropriate bargaining units is a function delegated by the legislature to the Commission. **Unit definition is**

> **not a subject for bargaining in the conventional "mandatory / permissive / illegal" sense**, although parties may agree on units. Such agreement does not indicate that the unit is or will continue to be appropriate.

The Commission's decision in that case was affirmed by the courts. 29 Wn.App. 599 (Division III, 1981), review denied 96 Wn.2d 1004 (1981). A duty to bargain exists only as to the wages, hours and working conditions of **employees** holding bargaining unit positions. See, Pierce County, Decision 1845 (PECB, 1984), where a "refusal to bargain" charge was dismissed on a finding that the union had demanded bargaining on positions not within its bargaining unit.

The second response to this argument puts the focus on the facts. It is clear that the medical services officer was not an employee of Pierce County Fire District 9. No testimony was offered which would indicate that Hannah was ever an employee of this employer. Hannah identified himself in his testimony as an employee of Pierce County Fire District 21, and the interlocal agreement clearly states that the medical services officer would remain an employee of Fire District 21. Thus, the employer was not obligated to bargain Hannah's wages, hours or working conditions.[8]

Skimming of Bargaining Unit Work

The Public Employees' Collective Bargaining Act, Chapter 41.56 RCW, imposes an obligation on an employer to refrain from making changes in the wages, hours, or working conditions of bargaining unit employees without first giving notice to their union, and providing

---

[8] Based on these principles, there is no need for the Examiner to address the union's claim based on the recognition clause of the parties' collective bargaining agreement. Even an agreed omission of a "medical services officer" from the list of exclusions at one point in time would not preclude the exclusion of such a position by the Commission under changed circumstances.

an opportunity for meaningful negotiations, if requested. In particular, a long and clear line of Commission precedent holds, consistent with National Labor Relations Board and court precedent, that an employer must give notice and an opportunity to bargain before transferring bargaining unit work outside of a bargaining unit. It matters not whether the removal of that work is to employees in a different bargaining unit (skimming), or by contracting with an outside provider to perform that work.[9]

An employer may create a supervisory position which is not part of a rank-and-file bargaining unit, but the creation of an excluded position may result in an unfair labor practice if the new position is assigned work previously performed by members of the bargaining unit. Lakewood School District, Decision 755-A (PECB, 1980); City of Mercer Island, Decision 1026-A (PECB, 1981).

The complainant in an unfair labor practice proceeding has the burden of proof. Where "skimming" or "subcontracting" is alleged, that includes establishing that a removal of bargaining unit work has occurred. Yelm School District, Decision 2543 (PECB, 1986); Spokane County Fire District 9, supra.

Was Bargaining Unit Work Removed?

The union first claims that the work done by the Fire District 21 medical services officer under the interlocal agreement had been done in the past by bargaining unit paramedics. On the record made here, there are two parts to the analysis of this claim.

---

[9] For a thorough analysis of the case law, see: City of Seattle, Decision 4163 and 4164 (PECB, 1992). The cases include: South Kitsap School District, Decision 472 (PECB, 1978); City of Kennewick, Decision 482-B (PECB, 1980); City of Vancouver, Decision 808 (PECB, 1980); Battle Ground School District, Decision 2449-A (PECB, 1986); City of Kelso, Decision 2120-A (PECB, 1985); Community Transit, Decision 3069 (PECB, 1988); Spokane County Fire District 9, Decision 3482-A (PECB, 1991).

First, the paramedics' job description and testimony from both union and employer witnesses indicates that the paramedics have historically been involved in the "training" of other fire district personnel on EMS issues. The record also indicates that the bargaining unit paramedics continue to be involved in that activity. The question before the Examiner is whether the creation of the medical services officer has substantially altered the nature or scope of the training function performed by the paramedics. On this issue, the union's evidence includes only: A statement that the amount of training done by paramedics after the interlocal agreement went into effect was "not as it had been", and a statement that "it would be debatable" to say that the paramedics had done most or all of the duties performed by the medical services officer. At the same time, the record indicates that the paramedics continue to be involved with the training of others in the department. A claim of skimming unit work cannot rest on such slim evidence. At most, the union has shown that some unit work may have been involved. The inferences available from that limited evidence are insufficient to meet the union's burden on this issue.

Second, the supervision of the EMS function was a matter of some debate. While the union disputes the employer's claim that the deputy chief previously performed the work which has now become the work of the medical services officer, the union falls short in its claim. Uncontroverted testimony by Williams indicated that the deputy chief, or a battalion chief in the absence of the deputy chief, performed certain of the duties which the medical services officer performed at the time of hearing. The job description for the deputy chief position supports that testimony.[10] The vague testimony of a union witness that the paramedics had done more "supervising of themselves" prior to having a medical services

---

[10] It is clear from the record that bargaining unit employees were unhappy with the quality of the work performed by the employer's own excluded officers, but a perception that the quality of the work being performed was not as desired does not mean the work itself was not a function of positions outside of the bargaining unit.

officer under the interlocal agreement, is not sufficient to sustain the union's burden of proof that the scope of unit work was eroded by the interlocal agreement.

The Union's "Could-have-been a Captain" Theory -
The union alleges that certain of the work performed by the medical services officer could have been performed by an employee working at a level comparable to the bargaining unit position of "captain". Indeed, the Commission noted in Kennewick, supra:

> Contracting out of work which has been done or **which may be done** by bargaining unit employees is a subject of mandatory bargaining.

In effect, the union seeks a ruling that the employer should have created a new position within the bargaining unit when it ceased having the MSO functions performed by an excluded "chief" officer.

The employer's job description for the "captain" classification states that the position is "supervisory and command in nature", responsible for organizing and directing the activities of the shift to which the captain is assigned. A captain may act as incident commander at the scene of a fire or other emergency, and has a variety of responsibilities with respect to pre-incident planning, command at the scene, maintenance of equipment, and direction of personnel. With respect to training, the job description notes,

> Typical tasks include, but are not limited to, routine and special drills and training; receiving instruction on all phases of rescue, fire control, property conservation, drivers [sic] training, emergency operations, etc. He supplements on the job training with study of standard operating procedures and other applicable criteria so as to maintain a level of training necessary to provide effective and efficient command in emergency situations; he will prepare subject matter for instructional

> purposes and will be required to instruct classes and supervise drills/exercises so as to assure that all personnel assigned to the shift and working with it are receiving a spectrum of training sufficient to fulfill the responsibilities of their positions and shall provide incentive for each to make full use of all available training.

Local union President Miller testified that, in his opinion, the bargaining unit position of captain and the position of medical services officer were comparable in many respects:

> Q: I direct your attention to the examples of duties [on the captain job description]. Having reviewed that, is--does that--is that consistent with what's being described in Exhibit Number 3 [document titled "What does the Medical Services Officer do?] as far as supervision function?
>
> A: In my opinion they are comparable.
>
> Q: As part of the examples--or as part of the duties of the Captain is it not his responsibility to do certain types of training?
>
> A: Yes, it is.
>
> Q: And were the types of training that are required by the Captain's position--bargaining unit position, would those be comparable to the training function in what the Medical Services Officer does?
>
> A: Yes, I believe they're comparable.
>
> Q: And also there is the research function which Exhibit Number 3 requires development of annual budgets and reports. And I draw your attention to the second page of the Captain's job description. Third paragraph.
>
> A: I believe those are comparable also.
>
> Q: After examining the job description of Captain very carefully and also the ... What the Medical Services Officer Does, would it be your testimony that these two positions could somewhat be assimilated

> by each other, meaning that the Captain as pursuant to his job description could and should handle the responsibilities of the Medical Services Officer? ...
>
> A: I feel the Captain's job description encompasses a lot of what Exhibit 3 says on what a Medical Services Officer does.

Importantly, the union does not claim that the medical services officer role has been done at the "captain" level in the past.[11]

The union's contention that the "captain" and "medical services officer" positions are interchangeable puts more weight on the similarities than the precedent will bear. The Commission's comment in Kennewick, supra, was made in the context of jobs that had actually existed in the past, but were then vacant.[12] In Community Transit, supra, where the employer was attempting to use contractor personnel for work of the same type traditionally performed by bargaining unit employees,[13] the Examiner found that a very real possibility that the work opportunities for bargaining unit employees would be curtailed gave the union a legitimate interest in bargaining the issue. The case at hand is distinguished by the complete absence of supervision of the EMS function at the "captain" level in the past.

---

[11] Under cross-examination, Williams acknowledged that captains evaluate personnel with respect to their performance of fire suppression activities, and that captains are responsible for certain types of training. He testified, however, that the budgetary responsibilities of captains are not at the same level as those of the medical services officer.

[12] The employer's decision to contract out entry-level custodial work which had been performed by bargaining unit employees was primarily aimed at removing those jobs from the job bidding provisions of the collective bargaining agreement.

[13] The employer already had a relationship with the contractor, but for a specific service only.

Conclusions on "Unit Work" -

In the case at hand, bargaining unit employees approached the employer with the request that a supervisory position be created to enhance the fire district's EMS program. There is little indication that the work of bargaining unit employees has been, or will be, curtailed by the employer's actions in contracting for the services of a medical services officer. The record does not indicate that any member of the bargaining unit has been laid off, or suffered from a reduction in wages, or benefits, or work assignments because of the medical services officer arrangement. The union has not met its burden of proof concerning an adverse impact on bargaining unit employees.

FINDINGS OF FACT

1. Pierce County Fire Protection District 9 is a public employer within the meaning of RCW 41.56.030(1).

2. International Association of Fire Fighters, Local 2221, a "bargaining representative" within the meaning of RCW 41.56-.030(3), is the exclusive bargaining representative of a bargaining unit which includes fire fighters, fire fighter/paramedics, lieutenants, and captains employed by Pierce County Fire District 9.

3. Prior to January of 1991, supervision of the employer's emergency medical services function was assigned to the deputy chief and/or to a battalion chief, both of whom were and are excluded from the bargaining unit represented by Local 2221.

4. Beginning in January of 1991, the employer contracted with a neighboring fire district for the services of a medical services officer employed by the neighboring entity. The

medical services officer is not an employee of Pierce County Fire District 9.

5. The medical services officer is responsible for overseeing all functions relating to the delivery of emergency medical care, including coordinating scheduling of employees, resolving employee concerns, advising paramedics on medical care issues, attending various meetings and representing the interests of the employer at those meetings, developing budgets, developing and implementing various training programs, and acting as liaison between the paramedics and local hospitals and emergency room physicians.

6. There has been no curtailment of work, or loss of wages, benefits, or work assignments by bargaining unit employees because of the performance of such duties by the medical services officer. Fire fighter/paramedics employed by Pierce County Fire District 9 continue to be involved in training other fire district personnel on emergency medical services.

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. The employer had no duty to bargain under RCW 41.56.030(4) concerning the bargaining unit status of the medical services officer position.

3. The complainant has failed to sustain its burden of proof to show that the work performed by the medical services officer has historically been performed by members of the bargaining unit for which it is exclusive bargaining representative, so that the employer did not violate RCW 41.56.140(4) when it

entered into the interlocal agreement without having given notice to the union or provided opportunity for bargaining.

3. The complainant has failed to show any adverse impact to bargaining unit employees by the change of supervision of the emergency medical services program, so that no duty to bargain arose under RCW 41.56.030(4) with respect to the effects of that action.

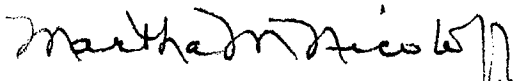
NOW, THEREFORE, it is

ORDERED

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

DATED at Olympia, Washington, this 8th day of December, 1993.

PUBLIC EMPLOYMENT RELATIONS COMMISSION



MARTHA M. NICOLOFF, Examiner

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