

STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

NORTH THURSTON ASSOCIATION OF
OFFICE AND TECHNICAL
EMPLOYEES,

Complainant,

vs.

NORTH THURSTON SCHOOL
DISTRICT,

Respondent.

CASE 131197-U-18

DECISION 13099 - PECB

FINDINGS OF FACT,
CONCLUSIONS OF LAW,
AND ORDER

James A. Gasper, Attorney at Law, Washington Education Association, for the
North Thurston Association of Office and Technical Employees.

Michael H. Rorick and *Elliott Okantey*, Attorneys at Law, Porter Foster Rorick
LLP, for the North Thurston School District.

On December 14, 2018, the North Thurston Association of Office and Technical Employees (union) filed an unfair labor practice complaint with the Public Employment Relations Commission (Commission). A preliminary ruling was issued on December 19, 2018, and an answer was filed on January 9, 2019. A hearing was conducted on May 29–30 and June 26, 2019, before the undersigned examiner. The parties filed post-hearing briefs on August 20, 2019, to complete the record.

ISSUES

The issues, as framed by the preliminary ruling, include employer refusal to bargain in violation of RCW 41.56.140(4) [and if so, derivative interference in violation of 41.56.140(1)] by:

1. Refusing to bargain office professionals' workload and/or job descriptions;

2. Unilaterally changing office professionals' working conditions by requiring them to process work orders, without providing the union an opportunity for bargaining; and
3. Unilaterally changing the elementary office professionals' working conditions by requiring them to provide students' eligibility to participate in extracurricular activities by tracking it in the Skyward attendance system.

I find that the union did not meet its burden to prove the first two allegations. As the union failed to introduce any evidence in support of the third claim, that claim is also dismissed.

BACKGROUND

The employer is a school district headquartered in Lacey, Washington. The union represents a bargaining unit of approximately 135 office professionals with job classifications ranging from Office Professional II to Office Professional VI. The parties' current collective bargaining agreement is effective from September 1, 2018, through August 31, 2020.

Office professionals provide secretarial and office management support to various divisions and subdivisions of the school district. Some office professionals are assigned to a particular building (building office professionals) and others to a particular department. The employer's facilities department is responsible for, *inter alia*, custodial and maintenance services within the district. Custodians are assigned regular work locations within the district, whereas the employer maintains a centralized pool of maintenance workers from different crafts and dispatches them to locations throughout the district when services are needed.

The employer uses a computer program called SchoolDude to generate and manage electronic work orders for maintenance tasks. Any individual with a password-protected SchoolDude log-in (referred to as a "requester") can report a facilities problem or request maintenance assistance within a particular building by submitting a work order. Requesters can also submit work orders to request key and fob access to district buildings, facilities assistance with special events at school

buildings outside of normal working hours, and assistance with the installation of new equipment, like whiteboards. Key and fob requests occur most frequently, but not exclusively, at the start of a school year when the greatest number of new staff need to be granted access to school buildings. Other types of work orders are entered throughout the year as needed.

When a requester has all the information regarding a facilities problem, the entry of a work order can take less than 60 seconds. The electronic work order screen has 14 fields (including blank fields, dropdown boxes, and clickable icons) that must be completed. Some of those, such as requester's name, contact information, and location, automatically populate when a requester logs into SchoolDude. However, there are times when a requester may not have all the information to decide whether a work order is needed or to describe the problem. Obtaining the necessary information can involve walking to view the problem area and/or speaking with a custodian to see if the problem can be addressed easily (by changing a lightbulb, for example).

History regarding Work Order Entry Duties

When the SchoolDude system was introduced in 2006, building administrators were asked to designate a few individuals to serve as requesters for their individual buildings. The designated requesters varied from building to building and included a mix of office professionals, custodians, and administrators. Designated requesters became responsible for submitting work orders for maintenance work in their buildings. Each building also had a designated requester for key and fob issues, and all of the key and fob requesters discussed at hearing were office professionals. Office professionals also served as requesters for services related to special events.

In or around 2015, Brian Eko, director of facilities, announced that the share of work order entry would change, and custodians would take primary responsibility for entering work orders for maintenance work. The employer purchased laptop computers for custodians and provided training to ensure that the custodian(s) in each building could access and use SchoolDude. The employer removed SchoolDude access from building administrators and some office professionals.

Office professionals who had been responsible for key and fob requests and special event work orders retained SchoolDude access. Thereafter, office professionals retained direct responsibility for key and fob requests, and they shared responsibility for special event requests with custodians. Building office professionals with SchoolDude access also served as backup requesters for their building custodians during that time period, entering work orders occasionally when custodians were unavailable.

Revised in 2016, office professionals' job descriptions, listed among their duties, "Takes the initiative to identify repair and maintenance needs and submit, track, and follow-through [sic] on repair and maintenance work orders." There is no evidence as to when this language was introduced into the job descriptions or any contemporaneous discussions evidencing intent, however.¹

Recently, custodial supervisor Mark Kallas performed an analysis of all the work orders entered into SchoolDude during the 2015–16, 2016–17, 2017–18, and 2018–19 school years. SchoolDude has report functions that allow users to download data from SchoolDude into Microsoft Excel spreadsheets. Kallas testified that because of office professionals' schedules, which are not typically year-round, he ran reports of all the work orders entered between August and May of the years in question. He did not otherwise filter the downloaded data. Kallas reviewed the requester noted for each work order and cross-referenced the employer's e-mail directory to tally the total number of work orders submitted by employees in each job classification. Kallas's analysis concluded that during each of the 2015–16, 2016–17, and 2017–18 school years, office professionals submitted between 17 percent to approximately 26.7 percent of the total work orders entered.²

¹ The parties dispute the intent of the language, as discussed below.

² The specific documents entered into evidence capturing Kallas's analysis included a tally sheet (District Exhibit 17) showing, by employee type, the total number of work orders submitted, and several graphs that visually depicted Kallas's conclusions (District Exhibits 14–16).

2018 Job Description Subcommittee and Collective Bargaining

In early 2018, the parties decided to work collaboratively to update office professionals' job descriptions. The parties had a shared goal of adding language to reflect duties specific to office professionals' individual assignments. The work commenced during a contract administration meeting in February, and a subcommittee made up of union and employer members continued the work.

In March, union president Kristi Ashmore solicited office professionals for input on the top five job duties specific to their assignments, to relay to the subcommittee. The union presented the resulting data at an April meeting, and the subcommittee members met to compile the "specific to" duties into the job descriptions. During a May meeting, Ashmore and Human Resources representative Dena Jordan began this work.

The parties also began bargaining for a successor collective bargaining agreement in June 2018. Several topics related to job duties and workloads were discussed during the negotiations. First, the union proposed that any duties not specified in office professionals' job descriptions be temporary, make up no more than 5 percent of the employee's work day, and be determined in collaboration with Human Resources and the union. The proposal was discussed at two bargaining sessions but was rejected by the employer. The parties also discussed and ultimately adopted two new processes for workload review: one that occurs automatically each year and one that employees can request if they feel their workload is excessive. The subcommittee's job description work continued concurrently, away from the main bargaining table.

August Announcement from Dahl

In August 2018, the new director of facilities, Michael Dahl, gave a presentation at a meeting of district administrators. During the presentation Dahl instructed that, moving forward, if a custodian became aware of an issue needing maintenance, the custodian should enter the work order. If an office professional became aware of an issue needing maintenance, however, the office professional should take responsibility to enter the work order. Dahl's instructions were relayed by administrators to office professionals in their buildings.

The union became aware, and Ashmore sent an e-mail to the employer on August 20 objecting to Dahl's directive. Ashmore requested that the directive be placed on hold "until the proper discussion [had] taken place and agreement reached." The employer responded, indicating a need to investigate Dahl's directive.

Subcommittee Work and Collective Bargaining Continues

In late August, the subcommittee met to review the job descriptions, section by section, and continued to make additions and revisions. The subcommittee's intent was to start with the Office Professional II job description and work its way up sequentially through Office Professional VI. The subcommittee reached consensus on language for the Office Professional II and Office Professional III job descriptions and began reviewing the Office Professional IV description at that meeting.³ The Office Professional IV classification had the most "specific to" duties of all the classifications, and the subcommittee did not finish its work during the meeting. The members scheduled and held another meeting on September 7, and continued but still did not complete work on the Office Professional IV job description.

The parties met for collective bargaining on several occasions in August and September and at some point requested the assistance of a mediator. On October 4, Ashmore sent an e-mail to the employer and the mediator. Ashmore laid out several concerns regarding office professionals' workloads. Ashmore stated that there had been a "lack of district clarification and/or written direction to administrators" regarding Dahl's directive and indicated that the union intended to address this issue in mediation.

Ashmore testified that the employer never responded with its position on Dahl's assignment of work order entry to office professionals. The employer's executive director of Human Resources, Charles Burleigh, testified that during bargaining the employer team relayed its position that

³ The language discussed above regarding work order entry was removed from the revised Office Professional II and Office Professional III job descriptions by mutual agreement. Surprisingly, there is no evidence of any particular discussion between the parties or intent regarding the decision to remove it, and neither party appears to ascribe legal significance to the parties' mutual decision to remove the language from these job descriptions, which may have occurred before the parties discovered their difference of interpretation regarding the language.

having office professionals perform this work was in line with the job descriptions and existing practice. However, Ashmore also testified that in a bargaining session on November 6, the employer pointed out the language in the Office Professional IV, V, and VI job descriptions regarding work orders and provided its interpretation that the language referred to work orders for maintenance in the building.⁴ Ashmore stated that November 6 “wasn’t the first time” the parties had discussed that language in office professional job descriptions and that, ultimately, the parties’ difference of interpretation caused the parties’ work on the job descriptions to stop progressing and “[break] down” in the fall.

The parties reached a tentative agreement for a new collective bargaining agreement in early November 2018. As they were compiling a full tentative agreement document for ratification, the parties also tried to finalize revisions to the job descriptions, apparently so that the union could seek the approval of its membership on any changes at its ratification meeting. Jordan provided updated draft copies of the office professionals’ job descriptions, and the parties held a meeting on November 16 to make sure they were on the “same page” about any outstanding issues from their negotiations.⁵

In a subsequent summary e-mail from union representative Leslie Gasper regarding the November 16 meeting, the parties again discussed the Office Professional IV, V, and VI job descriptions and their disagreement over the interpretation of the existing work-order language. The union proposed new language that would, in its view, “clarify the intent and past practice of the job descriptions.” Apparently, the employer did not agree to the proposal, and no agreement was reached regarding content for the Office Professional IV, V, and VI job descriptions.

Gasper’s summary e-mail was sent on November 19. In it, Gasper also indicated that the union would not present any new Office Professional IV, V, and VI job descriptions to its members for

⁴ Ashmore testified that the union had not agreed and had contended that the language referred only to work orders for office equipment.

⁵ The drafts provided by Jordan in November contained some revisions made by the parties to the 2016 Office Professional IV, V, and VI job descriptions.

ratification and would pursue an unfair labor practice complaint. No further collaborative work or bargaining regarding the Office Professional IV, V, and VI job descriptions occurred. There is no indication from the record, however, that either party actively sought to continue such work or that either party refused.

Ashmore testified that she received an e-mail from Jordan indicating that, moving forward, the employer would rely on the Office Professional IV, V, and VI job descriptions containing certain revisions by the subcommittee.⁶ However, the Office Professional IV, V, and VI job descriptions posted online by the employer were never updated.

Work Order Entry during the 2018–19 School Year

One office professional who works at River Ridge High School testified that during the 2018–19 school year the volume of work orders she entered increased. In the years recently preceding 2018–19, she had held direct responsibility to enter work orders related to keys, fobs, and special events. She had also served as a backup to her building’s daytime custodian on maintenance work orders but entered work orders infrequently.

Following Dahl’s announcement, the River Ridge office professional estimated that in the 2018–19 school year she entered an average of three to four more work orders per week. She estimated that this amounted to 2–2.5 hours of work per week on average and contributed to her struggle to take lunch and rest breaks due to her workload. She testified that, beyond one colleague whom she had cross-trained to provide coverage for her absences in this same year (and who she testified had entered “probably two” work orders in that capacity), none of the other eight office professionals at River Ridge had been given access to SchoolDude or assigned additional work order duties following Dahl’s directive.

No additional evidence was presented to show that other office professionals’ work order duties changed in 2018–19 after Dahl’s directive, or what if any other changes the directive regarding

⁶ The e-mail was not offered as evidence.

maintenance work orders had on office professionals' work lives.⁷ No other evidence was introduced to show that the employer granted SchoolDude access to or trained additional office professionals to accomplish the work order entry duties. The employer's analysis of SchoolDude's work orders indicated that office professionals entered approximately 19 percent of them during the 2018–19 school year.

ANALYSIS

Applicable Legal Standards

Duty to Bargain

A public employer has a duty to bargain with the exclusive bargaining representative of its employees over mandatory subjects of bargaining. RCW 41.56.030(4). An employer that fails or refuses to bargain in good faith on a mandatory subject of bargaining commits an unfair labor practice. RCW 41.56.140(4). The obligation to bargain in good faith encompasses a duty to engage in full and frank discussions on disputed issues and a duty to explore possible alternatives that may achieve a mutually satisfactory accommodation of the interests of both the employer and the employees. *Vancouver School District*, Decision 11791-A (PECB, 2013).

A party may violate its duty to bargain in good faith by one per se violation, such as a refusal to meet at reasonable times and places or refusing to make counterproposals. *Snohomish County*, Decision 9834-B (PECB, 2008). A party may also violate its duty to bargain in good faith through a series of questionable acts that when examined as a whole demonstrate a lack of good faith bargaining but none of which by itself would be a per se violation. *Id.* When analyzing conduct during negotiations, the Commission examines the totality of the circumstances to determine whether an unfair labor practice has occurred. *Kitsap County*, Decision 11675-A (PECB, 2013), citing *Shelton School District*, Decision 579-B (EDUC, 1984).

⁷ One other office professional testified that her building administrator had relayed Dahl's announcement. However, when that office professional objected to the directive, the duties stayed with the building's daytime custodian.

Whether a particular item is a mandatory subject of bargaining is a mixed question of law and fact for the Commission to decide. WAC 391-45-550. To decide, the Commission applies a balancing test on a case-by-case basis. The Commission balances “the relationship the subject bears to [the] ‘wages, hours and working conditions’” of employees and “the extent to which the subject lies ‘at the core of entrepreneurial control’ or is a management prerogative.” *International Association of Fire Fighters, Local 1052 v. Public Employment Relations Commission (City of Richland)*, 113 Wn.2d 197, 203 (1989). The decision focuses on which characteristic predominates. *Id.* The Supreme Court held in *City of Richland* that “[t]he scope of mandatory bargaining thus is limited to matters of direct concern to employees” and that “[m]anagerial decisions that only remotely affect ‘personnel matters,’ and decisions that are predominantly ‘managerial prerogatives,’ are classified as nonmandatory subjects.” *Id.* at 200.

Unilateral Changes

The parties’ collective bargaining obligation requires that the status quo be maintained regarding all mandatory subjects of bargaining, except when any changes to mandatory subjects of bargaining are made in conformity with the statutory collective bargaining obligation or a term of a collective bargaining agreement. *City of Yakima*, Decision 3503-A (PECB, 1990), *aff’d*, *City of Yakima v. International Association of Fire Fighters, Local 469*, 117 Wn.2d 655 (1991); *Spokane County Fire District 9*, Decision 3661-A (PECB, 1991).

To prove a unilateral change, the complainant must prove that the dispute involves a mandatory subject of bargaining and that there was a decision giving rise to a duty to bargain. *Kitsap County*, Decision 8292-B (PECB, 2007); *Municipality of Metropolitan Seattle (Amalgamated Transit Union, Local 587)*, Decision 2746-B (PECB, 1990). A complainant alleging a unilateral change must establish both the existence of a relevant status quo or past practice and a meaningful change to a mandatory subject of bargaining. *Whatcom County*, Decision 7288-A (PECB, 2002); *City of Kalama*, Decision 6773-A (PECB, 2000). For a unilateral change to be unlawful, the change must have a material and substantial impact on the terms and conditions of employment. *Kitsap County*, Decision 8893-A (PECB, 2007), *citing King County*, Decision 4893-A (PECB, 1995).

A party asserting an unfair labor practice complaint bears the burden of proving its case. WAC 391-45-270(1)(a).

Application of Standards

As discussed below, I find that the union failed to meet its burden of proving that the employer made an unlawful unilateral change or refused to bargain, and these claims must be dismissed. The evidence is insufficient to establish that the employer made a meaningful change to office professionals' working conditions with respect to SchoolDude work order duties. Reviewing the evidence of the parties' job duty and workload discussions carefully, I also conclude that the union has not proven that any act or set of acts by the employer amounted to a refusal to bargain.⁸

Unilateral Change Allegation

The union contends that the employer enacted an unlawful unilateral change by assigning additional work order duties to office professionals during the 2018–19 school year. I conclude that the union introduced insufficient evidence to meet its burden of showing that a material, substantial change to employees' working conditions resulted.

The relevant status quo was that some office professionals were responsible for a share of the work order entry duties. Two building office professionals and one office professional with oversight for the SchoolDude system during the relevant time period testified that prior to the 2018–19 school year, office professionals had direct responsibility for key and fob work orders, had shared responsibility with custodians for work orders for special events, and served as backup requesters in their buildings on work orders for maintenance tasks. Neither party disputes that office

⁸ The union also argues that the employer's answers to the complaint, (in which each paragraph of the complaint is admitted or denied in whole) are deficient in light of WAC 391-45-210 and the instruction in the preliminary ruling that the answer "specifically admit, deny or explain each fact alleged." The union contends that the employer's answers should be treated as admissions. The employer's answers are sufficient to effect denials. The Commission has squarely addressed this issue, stating that "[u]nder [WAC 391-45-210(1)], answering 'deny' is sufficient. A party answering a complaint is not required to supply additional facts in support of a denial" to effectively deny an allegation. *Wapato School District*, Decision 10743-A (PECB, 2011). The union also points out that the employer failed to plead affirmative defenses. My decision does not rely on any affirmative defenses but, rather, whether the union met its burden of proof.

professionals were entering maintenance work orders occasionally before the 2018–19 school year.

The employer's director of facilities gave a directive in August 2018 that whoever discovered a problem requiring maintenance, whether custodian or office professional, should take responsibility to enter the work order. This was a different instruction than office professionals had previously received. The key dispute is whether this resulted in a meaningful—i.e., material and substantial—change to employees' working conditions.

The union only presented one office professional from its bargaining unit of 135 who experienced any resulting change in duties. Her testimony indicated that the directive resulted in, on average, 2–2.5 hours of additional work per week to her, and about 2 total work orders for a backup colleague in 2018–19. The witness testified that the additional work had an effect on her overall workload and contributed to her struggle to take rest and lunch breaks. The union presented one other building office professional who had been informed of Dahl's directive but that witness did not ultimately experience any work changes.

In turn, the employer defended with a data analysis performed by Kallas, which compared the volume of school-year work orders in the several years preceding the alleged change to those from the year following the alleged change. Kallas's analysis indicated that in each of the three school years before the alleged change (when office professionals were responsible for key and fob and special event work orders but served only as backups on maintenance work orders), office professionals performed between 17 percent to about 26.7 percent of the work order entry. In the school year after the alleged change (when office professionals were directed to enter work orders themselves if they became aware of a need), Kallas found that office professionals entered only 19 percent of the work orders.

The union requested and was granted a continuance to prepare its rebuttal to Kallas's SchoolDude analysis. When the hearing resumed nearly one month later, the union presented Washington Education Association Integration Systems Engineer Jeremy Eichhorn as a rebuttal witness. The union questioned Eichhorn about his background as a longtime information technology

professional and about his experience as an expert witness in a federal criminal proceeding. He was then asked to offer an opinion on the methodology and reliability of Kallas's SchoolDude analysis. The centerpiece of Eichhorn's testimony was that because the employer did not offer Kallas's raw source data as evidence, Eichhorn was unable to verify whether Kallas's analysis was valid. Eichhorn also pointed out that the legends of Kallas's graphs did not include the number of work orders that Kallas found by category of employee.⁹ Eichhorn did not offer his own analysis and conclusions about the ratios of work order entry by each job classification to counter Kallas's, despite affirming that he had been given access to SchoolDude when preparing his testimony.

The union contends that Kallas's analysis and conclusions are unreliable and should be given no weight. I disagree. The Commission and its examiners are required to base findings of fact "on the kind of evidence on which reasonably prudent persons are accustomed to rely in the conduct of their affairs." RCW 34.05.461(4). This can include evidence that "would be inadmissible in a civil trial." *Id.* Kallas may not have formal expertise in statistical or data analysis, but he testified that he was trained to use SchoolDude upon being hired by the employer. He also had experience with another work order entry platform and Microsoft Excel (the program that he used to generate the analysis) dating back several decades to his service in the U.S. Air Force. Kallas was able to explain the methodology through which he arrived at the tallies in District Exhibit 17 and how he used those tallies to create the pie and bar graphs in District Exhibits 14–16. I find that Kallas's analysis satisfies the "reasonably prudent persons" standard, regardless of whether it was performed or presented in the same manner that Eichhorn would have done it.

The employer also recalled office professionals Gile and Osgood in its rebuttal case to testify about the screens that show up when they log into SchoolDude. The union makes much of the fact that a "My Maintenance Requests" view accessible to Gile and Osgood showed all of the requests for their schools including those entered by other school personnel. The union contends that this also invalidates Kallas's analysis because it shows that SchoolDude is too imprecise to track which unique user created a work order. I am not persuaded. First, there is no evidence that Kallas relied

⁹ Kallas orally testified how the numbers on the graphs in District Exhibits 14–16 corresponded with the tallies shown on District Exhibit 17.

on the “My Maintenance Requests” function of SchoolDude to perform his analysis. Moreover, there was no other evidence about the “My Maintenance Requests” view. It seems equally possible that there is some other explanation for Gile and Osgood being shown the full slate of maintenance requests for their schools in the “My Maintenance Requests” view (e.g., a setting offered for convenience or information sharing between school personnel) than the conclusion that SchoolDude lacks the capacity to track work orders by individual requester.

Before the employer’s defense case, the record showing that a meaningful change to office professionals’ workloads and/or job descriptions had occurred was thin. I find Kallas’s analysis sufficient to further call into question whether a meaningful change occurred.

In its rebuttal case, the union did not offer any affirmative evidence, beyond attempting to impeach Kallas’s analysis, to strengthen its case that the effect(s) of Dahl’s directive on office professionals was substantial. The union bears the burden of proof for its claims. Considering the evidence introduced here, I conclude that the union has not established that a material and substantial change to employees’ working conditions occurred.¹⁰

Refusal to Bargain Allegation

The union contends that the employer also refused to bargain workloads and/or job descriptions by failing to communicate regarding Dahl’s directive and failing to finalize new job descriptions for the Office Professional IV, V, and VI classifications. I do not find that any violation occurred.

In its post-hearing brief, the union addresses this claim only briefly. Relying on the testimony of Ashmore, the union first contends that Ashmore requested but never received responses from the employer during the parties’ course of contract bargaining regarding its position on Dahl’s directive. In light of all attendant evidence, including unexplained and seemingly inconsistent

¹⁰ The union does not address whether the subjects of bargaining in dispute in this case are mandatory subjects. This could present an additional basis to find that the union did not meet the burden of proving its case. WAC 391-45-270(1)(a). As there are significant other bases upon which to conclude that the union failed to meet the burden of proof for its claims, there is no need to rule on whether the employer’s directive and the workload/job description issues negotiated by the parties were mandatory or permissive subjects of bargaining.

testimony by Ashmore, I do not credit Ashmore's testimony that no discussion of this issue occurred.

Burleigh testified that, during bargaining, the employer team relayed its position that having office professionals perform this work was in line with the job descriptions and existing practice. I credit this portion of Burleigh's testimony, which makes the most sense in light of other pieces of Ashmore's testimony. Particularly, Ashmore testified that on November 6 the employer pointed out the language in the Office Professional IV, V, and VI job descriptions regarding work orders and gave its interpretation that that language covered work orders for building maintenance (with which the union did not agree). I likewise credit Ashmore's testimony that November 6 was "not the first time" the parties had discussed that language in office professionals' job descriptions. This version of events is best supported by the evidence and is irreconcilable with the union's argument that the employer failed or refused to share its position. The union has not proven this theory of the case.

The parties' discussions revealed a difference of interpretation regarding the duties that were covered by the "work order" language in the existing Office Professional IV, V, and VI job descriptions, and this ended up stalling the parties' collaborative work to revise those job descriptions. The union appears to contend that the parties' inability to agree to new job descriptions for the Office Professional IV, V, and VI classes amounts to a refusal to bargain. The inability to reach agreement, absent other evidence, is not unlawful. *See* RCW 41.56.030(4) ("Neither party shall be compelled to agree to a proposal."). No other evidence of the employer's refusal to bargain the job descriptions (e.g., evidence that the employer refused to meet and discuss the job descriptions when requested by the union) has been presented. This claim is also dismissed.

FINDINGS OF FACT

1. The North Thurston School District is a public employer as defined by RCW 41.56.030(12).

2. The North Thurston Association of Office and Technical Employees is a bargaining representative within the meaning of RCW 41.56.030(2) and represents a bargaining unit of approximately 135 office professionals with job classifications ranging from Office Professional II to Office Professional VI.
3. The parties' current collective bargaining agreement is effective from September 1, 2018, through August 31, 2020.
4. Office professionals provide secretarial and office management support to various divisions and subdivisions of the school district. Some office professionals are assigned to a particular building (building office professionals) and others to a particular department. The employer's facilities department is responsible for, *inter alia*, custodial and maintenance services within the district.
5. Custodians are assigned regular work locations within the district, whereas the employer maintains a centralized pool of maintenance workers from different crafts and dispatches them to locations throughout the district when services are needed.
6. The employer uses a computer program called SchoolDude to generate and manage electronic work orders for maintenance tasks. Any individual with a password-protected SchoolDude log-in (referred to as a "requester") can report a facilities problem or request maintenance assistance within a particular building by submitting a work order. Requesters can also submit work orders to request key and fob access to district buildings, facilities assistance with special events at school buildings outside of normal working hours, and assistance with the installation of new equipment, like whiteboards. Key and fob requests occur most frequently, but not exclusively, at the start of a school year when the greatest number of new staff need to be granted access to school buildings. Other types of work orders are entered throughout the year as needed.
7. When a requester has all the information regarding a facilities problem, the entry of a work order can take less than 60 seconds. The electronic work order screen has 14 fields

(including blank fields, dropdown boxes, and clickable icons) that must be completed. Some of those, such as requester's name, contact information, and location, automatically populate when a requester logs into SchoolDude. However, there are times when a requester may not have all the information to decide whether a work order is needed or to describe the problem. Obtaining the necessary information can involve walking to view the problem area and/or speaking with a custodian to see if the problem can be addressed easily (by changing a lightbulb, for example).

8. When the SchoolDude system was introduced in 2006, building administrators were asked to designate a few individuals to serve as requesters for their individual buildings. The designated requesters varied from building to building and included a mix of office professionals, custodians, and administrators. Designated requesters became responsible for submitting work orders for maintenance work in their buildings. Each building also had a designated requester for key and fob issues, and all of the key and fob requesters discussed at hearing were office professionals. Office professionals also served as requesters for services related to special events.
9. In or around 2015, Brian Eko, director of facilities, announced that the share of work order entry would change, and custodians would take primary responsibility for entering work orders for maintenance work. The employer purchased laptop computers for custodians and provided training to ensure that the custodian(s) in each building could access and use SchoolDude. The employer removed SchoolDude access from building administrators and some office professionals.
10. Office professionals who had been responsible for key and fob requests and special event work orders retained SchoolDude access. Thereafter, office professionals retained direct responsibility for key and fob requests, and they shared responsibility for special event requests with custodians. Building office professionals with SchoolDude access also served as backup requesters for their building custodians during that time period, entering work orders occasionally when custodians were unavailable.

11. Revised in 2016, office professionals' job descriptions, listed among their duties, "Takes the initiative to identify repair and maintenance needs and submit, track, and follow-through [sic] on repair and maintenance work orders." There is no evidence as to when this language was introduced into the job descriptions or any contemporaneous discussions evidencing intent, however.
12. Recently, custodial supervisor Mark Kallas performed an analysis of all the work orders entered into SchoolDude during the 2015–16, 2016–17, 2017–18, and 2018–19 school years. SchoolDude has report functions that allow users to download data from SchoolDude into Microsoft Excel spreadsheets. Kallas testified that because of office professionals' schedules, which are not typically year-round, he ran reports of all the work orders entered between August and May of the years in question. He did not otherwise filter the downloaded data. Kallas reviewed the requester noted for each work order and cross-referenced the employer's e-mail directory to tally the total number of work orders submitted by employees in each job classification. Kallas's analysis concluded that during each of the 2015–16, 2016–17, and 2017–18 school years, office professionals submitted between 17 percent to approximately 26.7 percent of the total work orders entered.
13. Gile and Osgood testified about the screens that show up when they log into SchoolDude. The "My Maintenance Requests" view accessible to Gile and Osgood showed all of the requests for their schools including those entered by other school personnel. There is no evidence that Kallas relied on the "My Maintenance Requests" function of SchoolDude to perform his analysis.
14. In early 2018, the parties decided to work collaboratively to update office professionals' job descriptions. The parties had a shared goal of adding language to reflect duties specific to office professionals' individual assignments. The work commenced during a contract administration meeting in February, and a subcommittee made up of union and employer members continued the work.

15. In March, union president Kristi Ashmore solicited office professionals for input on the top five job duties specific to their assignments, to relay to the subcommittee. The union presented the resulting data at an April meeting, and the subcommittee members met to compile the “specific to” duties into the job descriptions. During a May meeting, Ashmore and Human Resources representative Dena Jordan began this work.
16. The parties also began bargaining for a successor collective bargaining agreement in June 2018. Several topics related to job duties and workloads were discussed during the negotiations. First, the union proposed that any duties not specified in office professionals’ job descriptions be temporary, make up no more than 5 percent of the employee’s work day, and be determined in collaboration with Human Resources and the union. The proposal was discussed at two bargaining sessions but was rejected by the employer. The parties also discussed and ultimately adopted two new processes for workload review: one that occurs automatically each year and one that employees can request if they feel their workload is excessive. The subcommittee’s job description work continued concurrently, away from the main bargaining table.
17. In August 2018, the new director of facilities, Michael Dahl, gave a presentation at a meeting of district administrators. During the presentation Dahl instructed that, moving forward, if a custodian became aware of an issue needing maintenance, the custodian should enter the work order. If an office professional became aware of an issue needing maintenance, however, the office professional should take responsibility to enter the work order. Dahl’s instructions were relayed by administrators to office professionals in their buildings.
18. The union became aware, and Ashmore sent an e-mail to the employer on August 20 objecting to Dahl’s directive. Ashmore requested that the directive be placed on hold “until the proper discussion [had] taken place and agreement reached.” The employer responded, indicating a need to investigate Dahl’s directive.

19. In late August, the subcommittee met to review the job descriptions, section by section, and continued to make additions and revisions. The subcommittee's intent was to start with the Office Professional II job description and work its way up sequentially through Office Professional VI. The subcommittee reached consensus on language for the Office Professional II and Office Professional III job descriptions and began reviewing the Office Professional IV description at that meeting. The Office Professional IV classification had the most "specific to" duties of all the classifications, and the subcommittee did not finish its work during the meeting. The members scheduled and held another meeting on September 7, and continued but still did not complete work on the Office Professional IV job description.
20. The parties met for collective bargaining on several occasions in August and September and at some point requested the assistance of a mediator. On October 4, Ashmore sent an e-mail to the employer and the mediator. Ashmore laid out several concerns regarding office professionals' workloads. Ashmore stated that there had been a "lack of district clarification and/or written direction to administrators" regarding Dahl's directive and indicated that the union intended to address this issue in mediation.
21. Ashmore testified that the employer never responded with its position on Dahl's assignment of work order entry to office professionals. The employer's executive director of Human Resources, Charles Burleigh, testified that during bargaining the employer team relayed its position that having office professionals perform this work was in line with the job descriptions and existing practice. However, Ashmore also testified that in a bargaining session on November 6, the employer pointed out the language in the Office Professional IV, V, and VI job descriptions regarding work orders and provided its interpretation that the language referred to work orders for maintenance in the building. Ashmore testified that the union had not agreed and had contended that the language referred only to work orders for office equipment. Ashmore stated that November 6 "wasn't the first time" the parties had discussed that language in office professional job descriptions and that, ultimately, the parties' difference of interpretation caused the parties' work on the job descriptions to stop progressing and "[break] down" in the fall.

22. The parties reached a tentative agreement for a new collective bargaining agreement in early November 2018. As they were compiling a full tentative agreement document for ratification, the parties also tried to finalize revisions to the job descriptions, apparently so that the union could seek the approval of its membership on any changes at its ratification meeting. Jordan provided updated draft copies of the office professionals' job descriptions, and the parties held a meeting on November 16 to make sure they were on the "same page" about any outstanding issues from their negotiations.
23. In a subsequent summary e-mail from union representative Leslie Gasper regarding the November 16 meeting, the parties again discussed the Office Professional IV, V, and VI job descriptions and their disagreement over the interpretation of the existing work-order language. The union proposed new language that would, in its view, "clarify the intent and past practice of the job descriptions." Apparently, the employer did not agree to the proposal, and no agreement was reached regarding content for the Office Professional IV, V, and VI job descriptions.
24. Gasper's summary e-mail was sent on November 19. In it, Gasper also indicated that the union would not present any new Office Professional IV, V, and VI job descriptions to its members for ratification and would pursue an unfair labor practice complaint. No further collaborative work or bargaining regarding the Office Professional IV, V, and VI job descriptions occurred. There is no indication from the record, however, that either party actively sought to continue such work or that either party refused.
25. Ashmore testified that she received an e-mail from Jordan indicating that, moving forward, the employer would rely on the Office Professional IV, V, and VI job descriptions containing certain revisions by the subcommittee. However, the Office Professional IV, V, and VI job descriptions posted online by the employer were never updated.
26. One office professional who works at River Ridge High School testified that during the 2018–19 school year the volume of work orders she entered increased. In the years recently preceding 2018–19, she had held direct responsibility to enter work orders related to keys,

fobs, and special events. She had also served as a backup to her building's daytime custodian on maintenance work orders but entered work orders infrequently.

27. Following Dahl's announcement, the River Ridge office professional estimated that in the 2018–19 school year she entered an average of three to four more work orders per week. She estimated that this amounted to 2–2.5 hours of work per week on average and contributed to her struggle to take lunch and rest breaks due to her workload. She testified that, beyond one colleague whom she had cross-trained to provide coverage for her absences in this same year (and who she testified had entered "probably two" work orders in that capacity), none of the other eight office professionals at River Ridge had been given access to SchoolDude or assigned additional work order duties following Dahl's directive.
28. No additional evidence was presented to show that other office professionals' work order duties changed in 2018–19 after Dahl's directive, or what if any other changes the directive regarding maintenance work orders had on office professionals' work lives. One other office professional testified that her building administrator had relayed Dahl's announcement. However, when that office professional objected to the directive, the duties stayed with the building's daytime custodian. No other evidence was introduced to show that the employer granted SchoolDude access to or trained additional office professionals to accomplish the work order entry duties. The employer's analysis of SchoolDude's work orders indicated that office professionals entered approximately 19 percent of them during the 2018–19 school year.
29. No evidence was presented regarding job duties related to Skyward attendance tracking of students' eligibility to participate in extracurricular activities.

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. As described in findings of fact 4–28, the employer did not refuse to bargain in violation of RCW 41.56.140(4) and (1) by unilaterally changing office professionals' working conditions by requiring them to process work orders, without providing the union an opportunity for bargaining.
3. As described in findings of fact 4–28, the employer did not refuse to bargain in violation of RCW 41.56.140(4) and (1) by refusing to bargain office professionals' workload and/or job descriptions.
4. As described in finding of fact 29, the employer did not refuse to bargain in violation of RCW 41.56.140(4) and (1) by unilaterally changing the elementary office professionals' working conditions by requiring them to provide students' eligibility to participate in extracurricular activities by tracking it in the Skyward attendance system.

ORDER

The complaints charging unfair labor practices filed in the above-captioned matter is DISMISSED.

ISSUED at Olympia, Washington, this 18th day of November, 2019.

PUBLIC EMPLOYMENT RELATIONS COMMISSION


KATELYN M. SYPHER, Examiner

This order will be the final order of the agency unless a notice of appeal is filed with the Commission under WAC 391-45-350.



RECORD OF SERVICE

ISSUED ON 11/18/2019

DECISION 13099 - PECB has been served by mail and electronically by the Public Employment Relations Commission to the parties and their representatives listed below.

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CASE 131197-U-18

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