STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

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| GENERAL DRIVERS AND HELPERS UNION, LOCAL NO. 662, a/w INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, Complainant, vs. NEW RICHMOND JOINT SCHOOL DISTRICT NO. 1, Respondent. | Case VIII No. 21195 MP-699 Decision No. 15172-A |

Appearances:
Doar, Drill, Norman, Bakke, Bell and Skow, Attorneys at Law, by Mr. James A. Drill, appearing on behalf of Respondent.
Goldberg, Previant and Uelmen, Attorneys at Law, by Mr. Alan M. Levy, appearing on behalf of the Complainant.

## FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

General Drivers and Helpers Union, Local No. 662, a/w International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, having filed a complaint on January 5, 1977 with the Wisconsin Employment Relations Commission alleging that New Richmond Joint School District No. 1 had committed certain prohibited practices within the meaning of Sections 111.70(3)(a)1, 2, 3 and 4 of the Municipal Employment Relations Act; and the Commission having appointed Stephen Schoenfeld, a member of its staff, to act as Examiner and to make and issue Findings of Fact, Conclusions of Law and Order as provided in Section 111.07(5) of the Wisconsin Statutes; and hearing on said complaint having been held at Hudson, Wisconsin on February 2, 1977 before the Examiner, and briefs having been filed by both parties with the Examiner; and the Examiner having considered the arguments, evidence and briefs and being fully advised in the premises, makes and files the following Findings of Fact, Conclusions of Law and Order.

## FINDINGS OF FACT

1. That General Drivers and Helpers Union, Local No. 662, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as Complainant, is a labor organization; and that Robert E. Stein is an agent of Complainant.

2. That New Richmond Joint School District No. 1, hereinafter referred to as Respondent, is a municipal employer; and that Stanley K. Groth is employed by Respondent as its business manager and functions as its agent.

3. That the bus drivers, who were tendered individual contracts for the 1976-77 school year, were municipal employes in July, 1976.

4. That on or about July 20, 1976, thirteen of the nineteen bus drivers who had driven buses for Respondent during the 1975-76 school year signed membership applications in General Drivers and Helpers Union Local No. 662 and paid all or part of the required $20.00 initiation fee;

that between July 21 and July 26, 1976, four additional bus drivers executed said cards; and that by so doing, a majority of said bus drivers authorized Complainant to act as their representative for purposes of collective bargaining with Respondent.

5. That on or about July 21, 1976, Stein sent Groth a letter in which he requested that Respondent voluntarily recognize Complainant as the authorized bargaining representative of Respondent's bus drivers for purposes of negotiating a labor contract; and that Stein indicated that Complainant was desirous of meeting with Respondent for the purpose of negotiating a contract covering wages, hours and working conditions for said bus drivers.

6. That on or about July 30, 1976, Stein repeated his request in writing to Robert L. Dosedel, Superintendent of Respondent School District, that Respondent voluntarily recognize Complainant as the authorized bargaining representative for said bus drivers; and that Stein, pursuant to Respondent's request, enclosed with said written request photocopies of seventeen membership applications signed by said bus drivers that manifested their authorization of Complainant to act as their collective bargaining representative.

7. That on or about August 3, 1976, Respondent, through its agent, Dosedel, acknowledged, in writing, receipt of the photocopies of the membership application cards, indicated that said cards would be presented to the Board of Education at its next regular meeting, and informed Stein that the Board requested the cards pursuant to a motion and that said motion did not include any willingness to recognize Complainant as the bargaining agent for the bus drivers.

8. That on or about August 6, 1976, Groth notified Complainant, by its agent Stein, that the Board of Education of Respondent School District did not recognize Complainant as the bargaining representative for its bus drivers.

9. That on or about August 11, 1976, Respondent, by the chairman of its school board, Elmer Hurtis, sent a letter to the bus drivers who had contracts with Respondent during the 1975-1976 school year and that said letter provided as follows:

> "The New Richmond Board of Education has been advised not to recognize Teamster's Local #662 as your bargaining agent. There are several reasons for this. The most important reason for you to be aware is that our legal counsel advises that you are not currently 'employees' under the law. Bus drivers will become 'employees' once they sign a contract to drive for the forthcoming year.
>
> We are currently accepting applications from any interested party. This letter is being sent to all drivers who had a contract for the 1975-'76 year. If you wish to apply for the 1976-'77 year you may do so at the business office.
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> All applications will be processed in the order received. Please be assured that the school board would welcome an application from each of you because of your experience and past work record.
>
> Please let us hear from you."

that it had been the practice of Respondent to rehire the same drivers who had in the previous school year driven a bus for the School District; that it had also been a past practice for Respondent to send the bus drivers, in the summer preceding the school year, a mailing in which said drivers were asked if they were interested in driving for the succeeding year; that if an individual responded to the mailing positively, Respondent then sent said person an individual contract, as it did for

the 1976-77 school year, that ran approximately from the commencement of the school year to its conclusion; that said mailing was sent on or about June 24, 1976 for the 1976-77 school year; that the terms and condition of the individual contracts for the bus drivers during the 1976-77 school year were established by Respondent between May 15 and June 15, 1976; and that the contracting process that took place for the 1976-1977 school year was in all material respects the same as the contracting process in prior years.

10. That as a result of the refusal of Respondent to voluntarily recognize Complainant as the authorized collective bargaining representative of its bus drivers, Complainant petitioned the Wisconsin Employment Relations Commission for an election and on September 21, 1976, was certified by the Commission as the exclusive collective bargaining representative of all regular school bus drivers employed by Respondent; and that the bargaining unit for which Complainant was authorized to act as the exclusive collective bargaining representative consists of "all regular school bus drivers employed by New Richmond Joint School District No. 1, but excluding supervisory, managerial and confidential employes."

11. That during the first part of October, 1976, Complainant, by its agent Stein, requested that the negotiations be initiated by sending a proposal for a labor agreement to Respondent; that on October 19, 1976, Respondent, by its agent Groth, notified Stein in a letter that the Board of Education unanimously agreed not to enter into negotiations with Complainant at that time; and that the Board of Education would not enter into negotiations until after December 1, 1976, at which time a determination was to be made concerning whether Respondent would subcontract its school busing operation for the subsequent year; 1/ and that Complainant and Respondent did not engage in any bargaining meetings for the purpose of negotiating a collective bargaining agreement for the 1976-77 school year or for any period thereafter.

12. That sometime during the first two weeks of October, 1976, Respondent solicited bids to subcontract the entire school bus operations for the 1977-78 school year; that Stein was aware in August or early September, 1976 that the Board of Education was considering contracting out the bus operation; that Respondent notified Stein of the decision to invite bids for the subcontracting of busing before the invitations were made public; that Stein was advised by Respondent's counsel that it was planning to receive the bids for the subcontracting of the busing operations on December 5, 1976, and that it would consider said bids on December 20, 1976; that the decision to contract out busing operations was made at a public meeting of the Board of Education; and that the decision to subcontract the busing operations for the subsequent school year was based upon economic factors and administrative requirements; that Complainant was apprised of the progress of the School Board's consideration of said contract; that Respondent indicated to Stein its willingness to get together with Stein to discuss the subcontracting question; and at no time did Complainant, or any agent of Complainant, request Respondent to negotiate with respect to the decision relating to the subcontracting of busing operations or the impact of said decision.

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1/ Groth also verbally informed Stein and a member of the collective bargaining unit that no decision could be made concerning the negotiation of a labor contract until the bids that Respondent had let for subcontracting the bus operation for the 1977-78 school year were due and opened by Respondent.

13. That Respondent had, prior to the organizational activities of Complainant, considered the possibility of creating a centralized parking facility for its school buses; that subsequent to Respondent becoming aware of Complainant's organizational activity, Respondent decided to hold in abeyance any decision regarding the planning for said facility; and that the decision to hold in abeyance its plans for the parking facility was predicated upon its decision to ascertain whether it was feasible to subcontract out the busing operation.

Based on the above Findings of Fact, the Examiner makes the following

## CONCLUSIONS OF LAW

1. That Respondent, by the action of its agent in tendering individual contracts to its bus drivers, has not committed a prohibited practice within the meaning of secs. 111.70(3)(a)1, 2, 3 or 4 of the Municipal Employment Relations Act (MERA).

2. That by refusing to enter into collective bargaining with Complainant, subsequent to Complainant's certification by the Wisconsin Employment Relations Commission as the exclusive collective bargaining representative of Respondent's bus drivers, until after a determination was made by Respondent with respect to whether it would subcontract its bus operations for the 1977-78 school year, the Respondent has refused, and is refusing, to bargain collectively within the meaning of sec. 111.70(1)(d) of MERA and has committed, and is committing, a prohibited practice within the meaning of secs. 111.70(3)(a)1 and 4 of MERA.

3. That Complainant, by its failure to demand or request that Respondent negotiate the decision or the impact of the decision to subcontract the bus driving operations, has waived its right to bargain said decision or the effects of same upon the wages, hours and conditions of employment of the employes represented by Complainant, and that Respondent, by unilaterally deciding to subcontract busing operations, has not committed a prohibited practice within the meaning of secs. 111.70(3)(a)1 and 4 of MERA.

4. That Respondent, by its unilateral decision to subcontract busing and its unilateral decision to abandon its plans regarding the bus parking facility, has not violated secs. 111.70(3)(a)1, 2 or 3 of MERA.

Upon the basis of the above and foregoing Findings of Fact and Conclusions of Law, the Examiner makes the following

## ORDER

IT IS ORDERED that Respondent, New Richmond Joint School District No. 1, its officers and agents shall immediately

1. Cease and desist from refusing to bargain wages, hours and conditions of employment with Complainant for the 1976-77 school year.

2. Take the following affirmative action which the undersigned finds will effectuate the purpose of MERA.

   a. Upon request, bargain with Complainant concerning wages, hours and working conditions for its bus drivers with respect to the 1976-77 school year.

   b. Notify all employes by posting in conspicuous places in its offices where employes are employed copies of the notice attached hereto and marked "Appendix A". That notice shall

be signed by Respondent and shall be posted immediately upon receipt of a copy of this Order and shall remain posted for thirty (30) days thereafter. Reasonable steps shall be taken by the Respondent to insure that said notices are not altered, defaced or covered by other material.

c. Notify the Wisconsin Employment Relations Commission, in writing, within twenty (20) days following the date of this Order, as to what steps have been taken to comply herewith.

IT IS FURTHER ORDERED that all remaining allegations of the instant complaint be, and the same hereby are, dismissed.

Dated at Madison, Wisconsin this 27th day of July, 1977.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By Stephen Schoenfeld
Stephen Schoenfeld, Examiner

APPENDIX "A"

NOTICE TO ALL EMPLOYES

Pursuant to an Order of the Wisconsin Employment Relations Commission, and in order to effectuate the policies of the Municipal Employment Relations Act, we hereby notify our employes that:

We will, upon request, bargain with General Drivers, Dairy Employees and Helpers Local Union 662 affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America before changing any wages, hours or working conditions for the 1976-77 school year.

Dated this _____ day of _____, 1977.

By _____
New Richmond Joint School Dist. #1

THIS NOTICE MUST BE POSTED FOR THIRTY (30) DAYS FROM THE DATE HERETO AND MUST NOT BE ALTERED, DEFACED OR COVERED BY ANY MATERIAL.

MEMORANDUM ACCOMPANYING FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

Complainant primarily contends that New Richmond Joint School District No. 1 unlawfully responded to Complainant's organizational campaign by entering into individual contracts with employes and thereby circumvented bargaining with Complainant over the wages, hours and working conditions for said employes. In addition, Complainant avers that by Respondent's reaction to the certification of Complainant as the exclusive collective bargaining representative for its bus drivers by avoiding the utilization of said employes through its decision to subcontract the bargaining unit's work, by refusing to bargain same with Complainant, and by refusing to bargain employes' wages, hours and conditions of employment with Complainant until after the decision with respect to whether Respondent would subcontract its bus operations had been ultimately resolved, Respondent had committed additional prohibited practices within the meaning of MERA.

In its defense, Respondent, in essence, claims that it did not have a duty to bargain collectively with Complainant in the summer of 1976, since at that time, the bus drivers were not its employes and because its duty to bargain with Complainant did not arise until after an election was held and the Complainant was certified by the Commission as the bus drivers' bargaining representative. Respondent argues that its efforts to obtain and enter into individual contracts with the bus drivers were not unlawful inasmuch as this conduct did not constitute a departure in the manner in which this had been done in previous years. Respondent maintains that by contracting out the bus service, it was exercising a right granted by sec. 121.55(1)(a), Stats. and that the decision to contract out the buses is reserved to it and it is only required to bargain insofar as that decision affects the wages, hours and conditions of employment of the bus drivers. Furthermore, Respondent alleges that Complainant had notice of the decision to contract out the busing and never demanded or asked to negotiate the question of contracting out the busing. Finally, Respondent contends that it never refused to bargain with Complainant but merely postponed bargaining with Complainant until it knew whether or not it would continue to bus the students itself.

Respondent contends that the drivers were not "employes" at the time Respondent obtained and entered into individual contracts with them and therefore had no legal duty to bargain with any representative of the drivers. Although the length of the bus driver's employment contract paralleled the duration of the school year, and there were no drivers under contract in July, 1976, when said drivers applied for membership with Complainant, the bus drivers who had driven a bus during the 1975-76 school year had a reasonable expectation that they would be given a contract for the 1976-77 school year inasmuch as Respondent's practice was to rehire the same drivers from year to year. Furthermore, Respondent's letter of August 11, 1976 (see finding of fact no. 8) even indicates that the school board "would welcome back an application" because of the past experience and work record of said drivers. The expectancy of continued employment need not be embodied in an enforceable contract in order for the Examiner to find that the employes have an expectation of continued employment and the undersigned therefore rejects Respondent's position that said drivers were not employes in July, 1976 and concludes that the bus drivers were employes within the meaning of MERA in July, 1976. 2/

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2/ See Joint School District No. 1, City of River Falls, Dec. No. 12754, A, B (3/76).

At no time after Stein requested Respondent to voluntarily recognize Complainant as the authorized bargaining representative of Respondent's bus drivers did Respondent accede to said request. Mr. Robert Dosedel, Superintendent of New Richmond Joint School District No. 1, informed Stein that although the school board had, by motion, requested to see the membership cards that Stein had previously indicated he had obtained, said motion did not include any willingness to recognize the Union as the driver's bargaining agent. After said cards were presented to the school board, Stein was informed by Groth that Respondent chose not to voluntarily recognize Complainant as the bargaining agent for the bus drivers. After being apprised of this, Complainant petitioned the Commission for an election and on September 21, 1976, Complainant was certified as the exclusive bargaining representative of the bus drivers. Under these circumstances, the Examiner has concluded that Respondent had no duty to bargain with Complainant until the election was conducted and Complainant was certified.

The undersigned has concluded that Respondent did not commit a prohibited practice when it offered and entered into individual contracts with the bus drivers. Respondent's tendering of individual contracts to the bus drivers during the summer of 1976, was in all material respects the same as had been done in previous years. There is nothing in the record to distinguish the contracting process in 1976 from the contracting process in any prior year. Furthermore, the contracting process for the 1976-77 school year had its inception before Complainant obtained application for membership cards from the bus drivers and before any question concerning representation was raised. The record fails to establish that Respondent bore any union animus when tendering the individual contracts or that Respondent was dominating or interfering with the formation or organization of the Union. 3/ The record fails to support a finding that by contracting with the bus drivers individually, Respondent tended to interfere with, restrain, coerce, discourage, encourage or penalize the bus drivers in the exercise of their right to engage in concerted protected activity. There were no special inducements offered to the drivers, nor any threats or promises made. The Respondent had a legitimate interest in obtaining bus drivers for the 1976-77 school year and it tendered the individual contracts to secure said interest. If Respondent had not tendered said contracts as it had in the past, after the Union came into the picture, the undersigned opines that Respondent then would have been vulnerable to a valid charge that it had committed a prohibited practice by changing the working conditions of the employes involved. By continuing the past practice of tendering individual contracts in August, 1976, Respondent acted properly and the record does not support the conclusion that Respondent did anything to prejudice the outcome of the election, (which the Union won), or to encourage or discourage the protected activity of the bus drivers.

Under the aforesaid circumstances Respondent had no duty to bargain with Respondent prior to the election, and in view of the above, the undersigned has found that Respondent did not commit any prohibited practices when it tendered individual contracts to the bus drivers.

The undersigned now turns to the issue relating to whether the Respondent refused to bargain wages, hours and working conditions of the bus drivers with the Complainant after the Complainant was certified by the Commission as the exclusive collective bargaining representative for said drivers.

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3/ Although the pleadings allege a violation of sec. 111.70(3)(a)2, Stats., the record does not support such a finding.

In early October, 1976, Stein requested Complainant to commence collective bargaining and sent Groth a proposal for a labor agreement. Groth, on October 19, 1976, responded to Stein's request by sending a letter to Stein in which it was indicated that receipt of said proposal was made known to the Board of Education at its October 18, 1976 meeting and "after a discussion a motion was made, seconded and unanimously waived not to enter into negotiations until after December 1, 1976 at which time a determination will be made concerning district transportation."

Section 111.70(1)(d) of MERA states, inter alia, that:

> "'Collective bargaining' means the performance of the mutual obligation of a municipal employer, through its officers and agents and the representatives of its employes, to meet and confer at reasonable times, in good faith, with respect to wages, hours and conditions of employment. . ."

After Respondent received Complainant's request to negotiate, it was incumbent upon Respondent to offer to meet and confer at "reasonable times" with Complainant. The undersigned concludes that it was a breach of Respondent's duty to bargain when it responded to Complainant's request to bargain by "putting off" bargaining with Complainant until after a decision had ultimately been made regarding the subcontracting of the bus operation for the subsequent school year, which, parenthetically, did not occur until on or about December 20, 1976. The Complainant certainly had an interest to bargain the wages, hours and working conditions of the bus drivers for the portion of the 1976-77 school year after which it was certified. That interest is totally independent of and had absolutely no nexus with the question regarding the decision whether to subcontract the busing operations for the 1977-78 school year or the impact of said decision on the wages, hours and working conditions of said employes. Consequently, Respondent's indicated refusal to meet and confer with Complainant until after a determination was made concerning the subcontracting of district transportation constituted a refusal to bargain in good faith with Complainant over the wages, hours and working conditions for the bus drivers for the 1976-77 school year.

Another issue to be resolved by this litigation relates to the allegation that Respondent refused to bargain its decision to subcontract bus operations for the 1977-78 school year. Section 111.70(3)(a)(4), Stats., makes it a prohibited practice for a municipal employer to refuse to collectively bargain, as set forth in section 111.70(1)(d), Stats., with a representative of a majority of its employes concerning wages, hours and conditions of employment. The Commission has held that a municipal employer must bargain on mandatory subjects of bargaining prior to implementing any change in said subjects or be found to have refused to bargain in good faith. 4/ A unilateral change in a mandatory subject of bargaining without first bargaining said change to impasse, is a per se refusal to bargain in good faith. 5/

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4/ See, Madison Jt. School Dist., (12610) 4/74; City of Oak Creek (12105-A,B) 7/74; City of Madison (15095) 12/76.

5/ Fennimore Jt. School Dist. (11865-A) 6/74, aff'd Comm. (11865-B) 7/74; Winter Jt. School Dist. No. 1, (14482-B) 3/77.

The decision to subcontract the busing operations and the effects of said decision upon the wages, hours and conditions of employment of the employes represented by Complainant is a mandatory subject of bargaining. 6/ The record is clear that Respondent and Complainant did not bargain to impasse over the matter relating to the subcontracting of busing operations prior to contracting out said busing operations for the subsequent school year. However, when a Union has knowledge of a contemplated unilateral action, such as the anticipated subcontracting of the bus operations, as Stein did herein in late August or early September, 1976, it must demand bargaining on such a matter, or there is no duty to bargain on the part of the Employer.

The Commission has previously indicated that it will not find a waiver of the statutory duty to bargain on a mandatory subject of bargaining in the absence of clear and unmistakable evidence requiring that result. 7/ In the instant matter, Stein had been apprised by Respondent of the possibility that Respondent was considering subcontracting busing operations well in advance of the ultimate decision to do so. Furthermore, Complainant was advised of the progress in the consideration of said matter and Respondent even expressed a willingness to meet with Stein to discuss the subcontracting question before any decision regarding same was made. The record supports the finding that Complainant never demanded or asked to negotiate the subcontracting of bus service question and therefore the undersigned has concluded that given Complainant's failure to make this bargaining request prior to the decision to subcontract busing operations for the subsequent school year, Complainant clearly and unmistakably waived its right to such bargaining. 8/ Consequently, Respondent did not commit any prohibited practice with respect to its unilateral decision to subcontract busing operations for the subsequent school year.

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6/ See Unified School Dist. No. 1 of Racine County, Decision No. 12055-B 10/74.

7/ City of Milwaukee, (13495) 4/75; City of Menomonie, (12674-A, B) 10/74; Fennimore Jt. School Dist., (11865-A, B) 7/74; Madison Jt. School Dist., (12610) 4/74; City of Brookfield (11406-A, B) Aff'd Waukesha County Cir. Ct. 6/74.

8/ Complainant does not expressly plead that Respondent's conduct also constituted a refusal to bargain the impact of the decision to subcontract the busing operations; however, even if said pleadings were to be liberally construed so as to find such an allegation, the Examiner concludes that Complainant also waived its right to bargain same. Because the duty to bargain the decision to subcontract the busing operations and the duty to bargain the impact of said decision upon the employes' wages, hours and working conditions are inextricably intertwined, Respondent's offer to meet and discuss the decision relating to the subcontracting of busing operations can reasonably be construed to also constitute an offer to meet and discuss the impact of said decision as well. Inasmuch as Complainant had adequate notice of the impending decision relating to whether Respondent should subcontract its busing operations, and since Respondent offered to meet and discuss that decision, and because Complainant rejected said offer and failed to demand or request to bargain said decision, it can reasonably be found that Complainant also waived its right to bargain the effects of the decision to subcontract the busing operations.

Complainant alleges that the thrust of Respondent's actions with respect to the school bus drivers after its organization campaign, were retaliatory and discriminatory and that they interfered with, restrained and coerced said employes in the exercise of their rights under MERA. It is also alleged that Respondent interfered with the formation or administration of Complainant through its conduct. In support of its position, Complainant cites the decision to subcontract the busing operation for the subsequent year, the decision to abandon its plans for a centralized parking facility, and the sending out of individual contracts to the bus drivers. 9/

The Complainant takes the position that the decision to contract out the busing constituted a "total departure from the long-established method in which the bus system was operated." While the timing of Respondent's decision to investigate the feasibility of subcontracting the busing operations and its ultimate decision to subcontract said operations is suspect in that it occurred shortly after Complainant's arrival on the scene, the timing, without additional evidence, does not establish by a clear and satisfactory preponderance of the evidence that this activity was designed or tended to interfere with, restrain, or coerce the employes in the exercise of their rights guaranteed under MERA or that said activity discriminated against said employes and discouraged the employes from engaging in lawful concerted activity or that this conduct interfered with the formation or administration of Complainant. While it is true that this was the first year that Complainant had entered into an arrangement to subcontract the busing operation, the possibility of contracting out said operation was a matter that had been broached and discussed by Respondent annually for many years, well before the Union came on the scene. Furthermore, the Complainant had the opportunity to bargain this decision but failed to affirmatively demand to do so. Concomitant with its decision to ascertain whether it was feasible to subcontract the bus operations, Respondent "shelved" its plans to pursue its planning for the construction of a central storage facility for its buses. Such a decision was logical, as the cost of constructing the facility made it necessary to first decide whether Respondent would continue busing students or contract it out. The record fails to support a finding that Respondent bore any union animus in effectuating these decisions. The evidence proferred indicates that these decisions were based on economic factors and administrative requirements. The record simply does not support Complainant's allegations that the Respondent's conduct in making and effectuating the aforesaid decisions in any way constituted a prohibited practice within the meaning of MERA and the allegations in the complaint relating to same are dismissed.

Dated at Madison, Wisconsin this 27th day of July, 1977.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By Stephen Schoenfeld
Stephen Schoenfeld, Examiner

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9/ The Examiner previously discussed the tendering of individual contracts and will consequently now focus upon Respondent's conduct relating to its decision to subcontract the busing operations and its decision to abandon its plans to pursue construction of a parking facility.